

To: The Journal of the Society for American Music

From: Isaias Gamboa, Founder and President, We Shall Overcome Foundation.

To whom this may concern:

My name is Isaias Gamboa, and I am the founder and president of the We Shall Overcome Foundation (WSOF), a 501c3 Non-Profit organization founded in 2011. I recently read your July 13, 2022, article entitled **“All Rights Reserved: Behind the Strategic Copyright of We Shall Overcome”** by Lizzy Cooper Davis. The article was published in print by your organization, the **Journal of The Society of American Music**, and online by the **Cambridge University Press**.

Upon reading this piece, I realized that like many others before her, Ms. Cooper Davis had relied on misinformation concerning the song’s true history, its purported owners and purported authors’ true connection and relationship to it.

In response to the article, I’d like to share with you some of the evidence I’ve unearthed over my 10 years of research on this tremendously important song, which the US Library of Congress has named “The Most Powerful Song of the Twentieth Century.” As the Journal of The Society of American Music is an international peer-reviewed journal that encourages dialogue across disciplines, it is my hope that you will share the information I provide herewith with your readers and subscribers.

Since 2010, I’ve spent more than a decade researching the origins of We Shall Overcome and on my very first day, I realized that the information available to the world about We Shall Overcome was deeply flawed. The following is a summary of the research I’ve done on what the US Library of Congress has named, “The most powerful song of the twentieth century”. There are indeed few if any songs that have made as indelible a mark on the world as We Shall Overcome. I truly hope that the information provided in this letter will be shared by your organization with others, so that educators of younger generations may come to know and understand the true history, power and purpose of this globally revered protest anthem.

In addition to a few inaccuracies such as the 1960 copyright for “We Shall Overcome” (WSO) listing four authors including Pete Seeger (Seeger was only included in the 1963 copyright), and our co-plaintiff’s name “Lee Butler” (the correct name is “Lee Daniels”, Ms. Cooper-Davis suggested that as a result of the lawsuit the loss of copyright ownership by the Richmond Organization/Ludlow Music (TRO/Ludlow), did more harm than good by denying “the redistribution of royalties to Black artist-activists across the South.”

Although it is true that as a direct result of the lawsuit, We Shall Overcome is now in the public domain and royalties from WSO are no longer *supposed* to be solicited or collected by TRO/Ludlow. It is also true that, having their copyright annulled by a district judge, TRO/Ludlow should not be distributing WSO royalties to anyone—charitable organizations included...and for good reason.

Our lawsuit proved that TRO/Ludlow, Pete Seeger, and the other purported authors of We Shall Overcome; registered, exploited, and controlled the song unlawfully for nearly 60 years. Not one cent of the royalties they collected ever truly belonged to Pete Seeger, Guy Carawan, Frank Hamilton Zilphia Horton, or TRO/Ludlow. They had no legitimate right to collect such royalties.

Background

From the early 1980s till around 2010, I spent much time working in the music industry as a recording artist, songwriter, music publisher, and music producer and was fortunate enough to have had modest success in the music industry. In 1992 I signed to the Polydor Records “boy-band” Double Action Theatre. One day while taking a break from in recording studio, I was told of an improbable family legend by Robert Goins, the lead singer of the group. Robert believed his grandmother, Louise Shropshire, an African American choir director from Cincinnati with little education, was the true, yet uncredited author of “We Shall Overcome.” At the time, I found this tale unbelievable. Our band broke up shortly afterward and I wouldn’t hear from Robert again for 17 years.

In 2009 Robert contacted me and, following a bit of small talk, reiterated his belief that his grandmother, Louise Shropshire was the original author of “We Shall Overcome”. By that time his grandmother had passed away and having little education himself, Robert asked if I could do “a little” research for him into why his grandmother’s name was never mentioned during Black History Month. Fully expecting to debunk his theory with a quick Google search, I agreed. I was wrong.

Little did I know at that time that what began as a routine Google search would launch a 10-year expedition into the shocking true origins of We Shall Overcome. –A journey that would lead me to write a book (2011), produce an audiobook (2012), launch a class action lawsuit (2016), and produce a documentary film (2023).

My journey of discovery into We Shall Overcome revealed that for the past 63 years, the vast majority of what has been published and disseminated about WSO’s origins came from a single source and was manifestly false. Unfortunately, virtually every book, article, and publication ever written on the subject has relied on this misinformation. It is my mission to share what I’ve learned about We Shall Overcome with educators, educational publications, and institutions like the **Journal of The Society of American Music**.

We Shall Overcome Foundation v. The Richmond Organization, Inc.

In 2018, the We Shall Overcome Foundation filed a class action lawsuit against The Richmond Organization/Ludlow Music (TRO/Ludlow). The lawsuit was widely covered by the global news media, made the front-page of the New York Times, and even prompted me to sit for three NPR “All Things Considered” interviews.

In the end, the evidence I had gathered was presented in the Southern District of New York and proved that the royalties received from WSO by Pete Seeger et al and TRO/Ludlow were obtained by fraud on the US Copyright office. In addition, we revealed that while 100% of these ill-gotten royalties and residuals were received by TRO/Ludlow, 50% of said royalties were diverted to The Highlander Folk School, in Monteagle Tennessee by way of the non-profit, "We Shall Overcome Fund". These funds were administered by the purported authors of WSO: Pete Seeger, Guy Carawan, Frank Hamilton, and Myles Horton in the name of his deceased wife, Zilphia Horton. Evidence proved that Approximately 10% of *these* royalties were distributed as small grants to charitable organizations in the South. So out of 100% (of illegitimate royalties), only about 5% of all of the WSO royalties received by TRO/Ludlow were donated to charitable organizations in the South. As mentioned earlier, however, these royalties were collected through fraudulent means by the purported authors who claimed they were the original authors of the song. And as SDNY District Judge Denise Cote wrote:

"The gap in the proof of originality cannot be filled by good intentions."

And although 50% of WSO royalties collected by TRO/Ludlow were deposited into the Highlander non-profit, the other 50% of WSO royalties remained in TRO/Ludlow's coffers.

As indicated in Ms. Cooper Davis' article, in 2016 the We Shall Overcome Foundation sued TRO/Ludlow in a landmark lawsuit to challenge the validity of TRO/Ludlow's 1960 and 1963 copyrights, and free We Shall Overcome from 60 years of illegitimate copyright control. After more than two years of contentious litigation, in 2018, on the eve of the Martin Luther King holiday weekend and three weeks before trial was to begin, I was ordered to sit for a seven-hour deposition by TRO/Ludlow's attorneys in their Park Avenue, New York offices. It didn't go well for TRO/Ludlow. A few days following my deposition, immediately following the MLK holiday, I was informed by my attorneys that TRO/Ludlow wanted to settle out-of-court to surrender all rights to the music and lyrics to "We Shall Overcome".

"While TRO's out-of-court settlement constituted a substantial legal victory for WSOF, our not going to trial also meant that after two and a half years of litigation, 177 filings, challenges, objections, and motions to dismiss by TRO/Ludlow; we would not have the opportunity to present to a jury, the evidence we had compiled regarding TRO's 60-year campaign to defraud and deceive the US Copyright Office, the academic community, the media, the American public, and the world.

In September of 2018, in her final "opinion and order" regarding this case, SDNY District Court Judge Denise Cote wrote:

"As part of the settlement, defendants agreed to stop claiming a copyright in the melody or lyrics of any verse of the song We Shall Overcome included in their two copyright registrations..."

"As for that prong of the motion that sought to dismiss the

claim of fraud on the copyright office, the complaint plausibly alleged that the copyrights had been obtained through fraud..."

"On summary judgment, this Court found that there were material factual disputes as to the authorship, divestment, and fraud on the copyright claims..."

"The defendants were even at significant risk of a finding that they had engaged in a fraud on the Copyright Office. The applications for registration of the copyrights had omitted material disclosures of prior works and authors..."

"It also bears noting that the second motion came on the eve of a trial that the parties had already invested substantial effort preparing for. That motion is best understood as reflecting the defendants' lack of confidence in their ability to defend against either the authorship or fraud challenges to their copyrights at trial."

[Case 1:16-cv-02725-DLC Document 164 Filed 07/31/18](#)

Our lawsuit resulted in Judge Cote's order placing "We Shall Overcome" forever into the public Domain. However, the fact that the case never made it to trial also meant that the media, the public, and the academic community might not learn the truth of the song's history and as a result, continue to believe the misleading statements widely propagated about the song's history over more than 60 years.

Below are some of the more significant findings I've unearthed in my research since 2010, along with documents supporting these findings. I am also including a link to a recently completed documentary film, which the We Shall Overcome Foundation produced. The four-part film lays out these facts and revelations in much greater detail.

Evidence

The following are included in the We Shall Overcome Lawsuit's 177 court filings:

1. Discovery documents proving that Guy Carawan, Frank Hamilton, and Myles Horton (widower of Zilphia Horton) knowingly committed fraud on the copyright office in 1960 and then again with Pete Seeger in 1963 by signing their names to a notarized songwriter's agreement in which they falsely stated they were the: "sole writer/s composer/s, and owner/s of said composition, and any and all rights therein; and that said composition has never been published, copyrighted or registered in any part of the world..." In fact, it was proven through their own recorded and written statements, which were also entered as evidence, that none of these purported writers contributed any original melody or lyrics whatsoever to We Shall Overcome.

9. The Writer(s) warrants and represents that the Writer(s) is the sole writer, composer and owner of said composition and of any and all rights therein; that said composition has never been published, copyrighted or registered in any part of the world; that said composition and each and every part thereof is original and does not infringe upon any other musical compositions, numbers, works or material, and that neither said composition or any part thereof is in the public domain; that the Writer(s) has the sole and full right, power and authority, to enter into this agreement and to convey to the Publisher the rights herein provided; that the Writer(s) has not heretofore bargained, sold, assigned, transferred, hypothecated, pledged or encumbered said composition or any copyright therein, or any right, title or interest in or to the same; that no party whatsoever other than the Writer(s) has any right, title or interest in or to the said composition or any copyright therein, or has ever asserted any claim of any right, title or interest therein or affecting the same. In the event any claim is made in respect of said composition or any copyright therein, then the obligation of payment hereunder to the Writer(s) of any and all royalties and fees shall cease and terminate until action shall have been brought by every such claimant and every such claim finally disposed of or adjudicated. The Publisher and its successors in interest shall have the right in its or their discretion to employ counsel in respect of any and all such claims and to prosecute and defend any and all actions and proceedings that it or they in its or their sole discretion may deem advisable, and to settle the same before or after suit for such amounts and upon such terms as it or they shall in its or their sole discretion deem advisable.

IN WITNESS WHEREOF, the parties hereto have executed this agreement the day and year first above written.

| | |
|---|--|
| <p>Witness: <u>Zilphia Horton</u> <u>Trustee for the Estate of Zilphia Horton</u></p> | <p>Writer <u>ZILPHIA HORTON (Deceased)</u> (L.S.) Address <u>Mr. HORTON, Power of Attorney</u> <u>for Estate of Zilphia Horton</u></p> |
| <p>Witness: <u>Frank Hamilton</u></p> | <p>Writer <u>FRANK HAMILTON</u> (L.S.) Address _____</p> |
| <p>Witness: <u>Guy Carawan</u></p> | <p>Writer <u>GUY CARAWAN</u> (L.S.) Address _____</p> |
| <p>Witness: _____</p> | <p>Publisher <u>LUDLOW MUSIC, INC.</u> By <u>[Signature]</u> Address <u>10 Columbus Circle</u> <u>New York 19, N. Y.</u></p> |

and writings that shall be required by the Publisher or its successors or assigns, for the purpose of perfecting and confirming, any and all rights to be acquired hereunder, and the Writer(s) hereby nominates and appoints the Publisher and its each and every successor and assign, the true and lawful attorney of the Writer(s) to make, execute and deliver any and all such documents and writings in the name of the Writer(s), this power being coupled with an interest and irrevocable.

9. The Writer(s) warrants and represents that the Writer(s) is the sole writer, composer and owner of said composition and of any and all rights therein; that said composition has never been published, copyrighted or registered in any part of the world; that said composition and each and every part thereof is original and does not inhere upon any other musical compositions, numbers, works or material, and that neither said composition or any part thereof is in the public domain; that the Writer(s) has the sole and full right, power and authority, to enter into this agreement and to convey to the Publisher the rights herein provided; that the Writer(s) has not heretofore bargained, sold, assigned, transferred, hypothecated, pledged or encumbered said composition or any copyright therein, or any right, title or interest in or to the same; that no party whatsoever other than the Writer(s) has any right, title or interest in or to the said composition or any copyright therein, or has ever asserted any claim of any right, title or interest therein or affecting the same, and indemnifies and agrees to save publisher harmless from any loss or damages arising out of any breach of said warranty. In the event any claim is made in respect of said composition or any copyright therein, then the obligation of payment hereunder to the Writer(s) of any and all royalties and fees shall cease and terminate until action shall have been brought by every such claimant and every such claim finally disposed of or adjudicated. The Publisher and its successors in interest shall have the right in its or their discretion to employ counsel in respect of any and all such claims and to prosecute and defend any and all actions and proceedings that it or they in its or their sole discretion may deem advisable, and to settle the same before or after suit for such amounts and upon such terms as it or they shall in its or their sole discretion deem advisable.

Any and all fees, costs, disbursements and other expenses whatsoever incurred by publisher in connection with the defense of any such claim and/or action or proceeding and/or any settlement thereof may be deducted from all royalties due or to become due to the Writer(s) in respect of said composition or from any other composition of the writer copyrighted or published by the publisher and the writer(s) indemnifies and agrees to save publisher harmless of and from any and all of the said fees, costs, disbursements and other expenses. All royalties are to be held in escrow by the publisher until such claim and/or action or proceeding and/or any settlement thereof, has been determined and such costs, fees, disbursements and other expenses have been finally ascertained.

IN WITNESS WHEREOF, the parties hereto have executed this agreement the day and year first above written. SEE SUPPLEMENTARY PARAGRAPHS ATTACHED HERETO.

Witness:

Sais C. Kraft

Witness:

Witness:

Carolene M. Carawan

Witness:

Robert A. Sawyer

Witness:

Writer:

Myles Horton (L.S.)
MYLES HORTON, Executor for Estate of
ZILPHIA HORTON, Highlander Folk School
Mont Eagle, Tenn.

Writer:

Frank Hamilton (L.S.)
FRANK HAMILTON
20019 Observation Dr., Topanga Canyon,
Calif.

Writer:

Guy H. Carawan (L.S.)
GUY CARAWAN
c/o Highlander Str. 1625 Riverside
Drive, Knoxville, Tenn.

Writer:

Pete Seeger (L.S.)
PETE SEEGER
c/o H. Leventhal, 200 W. 57th St.,
New York, N.Y. 10019

Publisher:

LUDLOW MUSIC, INC.

By:

Al Gruelker
Address 10 Columbus Circle
New York, N.Y. 10019

- Discovery documents proving that TRO/Ludlow's general manager, Al Brackman knew that, according to statements made to him by Pete Seeger in 1963, WSO was not an original composition by either Pete Seeger, Guy Carawan, Frank Hamilton, or Zilphia Horton. In addition, although they have made public statements to the contrary, documents and recordings reveal Pete Seeger and TRO's strong contention that Rev. Charles Albert Tindley's 1901 hymn, "I'll Overcome Someday" was and is NOT the antecedent to WSO. Evidence also shows that the woman who taught the song to Pete Seeger in 1947, learned it from a group of black female gospel singers in the 1940's.

Essex Music Ltd.

AL BRACKMAN

February 11, 1969

Dear David,

Re. WE SHALL OVERCOME.

Just one more thought in regard to your letter of February 7:

When Pete provided me with the copy of the old Tindley hymn, in 1963, I then suggested that we correct the music credit, since we were now sure that this melody is completely different from the Tindley hymn.

Pete said that while it was different, Zilphia Horton never claimed to write the melody, and that she actually heard the melody as sung by a group of girls, back in the 1930's. Pete felt that what she heard sung could have been a very unique version in gospel style of the Tindley hymn.

I then suggested that Zilphia Horton may not have realized that she really created sufficient original melody lines to be substantially her own--even if by accident. Pete said he did not think she was that naive, and that she had mentioned too many times the fact that she originally heard the melody sung by this choral group.....

However, no one has been able to find any work that approximates the melody of WE SHALL OVERCOME, and am wondering if PRS would consider 100% payment until such time, when someone can show that the melody is, in fact, based on a traditional theme. After all, the composer, Zilphia Horton, herself, never specified the music credit line, because by the time we copyrighted it she had already passed away. Therefore, we have only the "hearsay" evidence of other people that it is based on a traditional theme, but no one has yet been able to show this to be true.

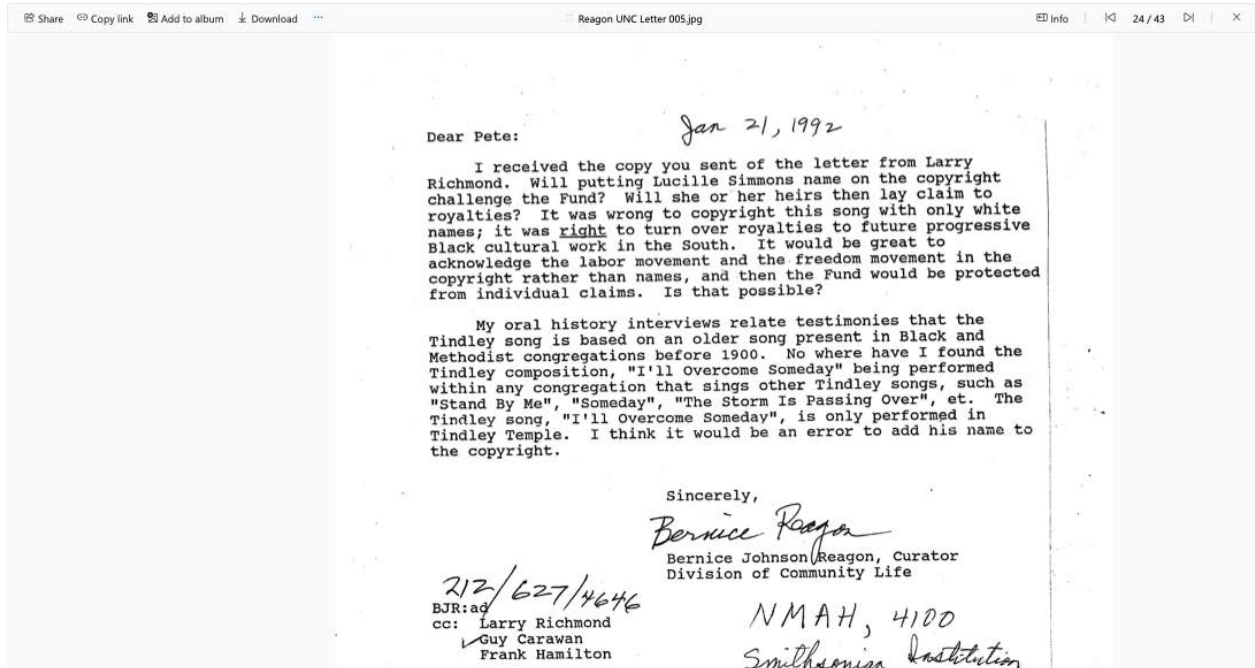
All best,

v.B:jp
Mr. Jay Mark

AL BRACKMAN

- Discovery document revealing a letter from Dr. Bernice Johnson-Reagon, PhD; Musicologist, Cultural historian in music history at the Smithsonian Institution, TRO/Ludlow consultant, and close friend of Pete Seeger. In her letter, and in her

Doctoral Thesis, Johnson-Reagon, offers evidence supporting her belief that Rev. Charles Albert Tindley's, "I'll Overcome Someday" and writes, "It would be an error to add his name to the copyright".



4. Discovery document from TRO/Ludlow employee, Judy Bell regarding Rev. Charles Albert Tindley's "I'll Overcome Someday". Ms. Bell writes: "This is not the same tune or words in any way"

TRO The RICHMOND ORGANIZATION
11 West 19th Street, New York, NY 10011-8227-4646

INTER-OFFICE COMMUNICATION

From Judy Bell To Larry Richmond
Subject Joe Taubman/WE SHALL OVERCOME Date Oct. 15, 1991

In addition to the materials that Joe Taubman asked for, I am including a copy of the Thomson & Thomson search on 2 old gospel hymns I WILL OVERCOME and I'LL BE ALL RIGHT.

Note: I WILL OVERCOME might be the same as I'LL OVERCOME but I don't have the music anymore as it was in a Sing Out book you may have given Joe Taubman to look at. Otherwise I think we should have a search done on I'LL OVERCOME.

I also include a copy of an interesting letter from Waldemar Hills to Pete Seeger dated June 1963 which mentions going to a church and hearing I'LL OVERCOME and listing some of the verses.

I also include a copy of the Tindley hymn I'LL OVERCOME SOMEDAY. This is not the same tune or words in any way.

5. Discovery documents proving that in 1994, Pete Seeger requested that TRO/Ludlow remove his name from the WSO copyright, and TRO/Ludlow's inter-office communication in which they suggested deceiving Seeger by telling him they would comply in the hopes that he would forget.

Dear Larry - You may have heard that I'm asking Harold to legally remove my name as one of the "arrangers" of Guantanamo. And I clean forgot to ask you yesterday to remove my name legally from "We Shall Overcome." Guy + Frank have a clear authority to be the "arrangers" and "adapters" of that. My name is no longer necessary, I believe, to help protect it.

Pete
O

P.S. - I'm sorry I did not discuss this with you Tuesday!

TO: Howard S. Richmond
FROM: Larry Richmond
DATE: June 28, 1994
RE: Pete Seeger/Writer Credits
CC: Evelyn Sasko

Please note Pete's most recent letter. He is adamant to take his name off specific titles including GUANTANAMERA and WE SHALL OVERCOME.

From Pete's inference, it appears someone convinced him years ago that the only way to protect these copyrights was to put his name on them. However, there is no question he will not rest until his name is removed.

Perhaps we should review what actual steps are involved to remove a name from a copyright credit, and reflect on the impact it would have before proceeding.

We could tell Pete we're investigating it in hopes he may forget.

LR:ik
Encl.

6. Discovery documents showing Pete Seeger's handwritten note admitting to fraudulently adding his name to 60 songs, including "We Shall Overcome" and "Guantanamo", as well as songs actually written by the folk singer Lead Belly. Documents also include TRO/Ludlow's letter to Seeger agreeing to remove his name from these songs, although they never did.

The Richmond Organization
266 West 37th Street, 17th Floor
New York, NY 10018
T: 212.594.9795 ext. 15
F: 212.594.9782
larry.richmond@songways.com



The Richmond Organization

June 21, 2010

Pete & Toshi Seeger
P.O. Box 431
Beacon, NY
12508

Re: Extended Third Term US Copyright

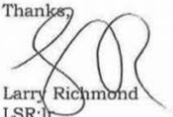
Dear Pete & Toshi,

Recently we learned that to properly assign the extended third term of US copyright, a termination notice must precede the assignment.

To insure Pete's songs are properly assigned to TRO for the extended third term, we have enclosed a termination notice and assignment to replace the assignment dated November 7, 2007.

Please sign and return one copy of each and keep one copy for your files.

Thanks,


Larry Richmond
LSR:ll
Encl.

*Sorry for delay
I hope that my crossing out
a lot of titles makes sense
to you. I wish I had stood up to
Pete Kameron + not let him use
my name to © a lot of old
foldsongs, + ones written
by Leadbelly, etc.
Pete*

ESSEX

LUDLOW00001116

The Richmond Organization
266 West 37th Street, 17th Floor
New York, NY 10018
T: 212.594.9795 ext. 15
F: 212.594.9782
larry.richmond@songways.com



The Richmond Organization

July 13, 2010

Pete & Toshi Seeger
PO Box 431
Beacon, NY
12508

Sent to Pete

Dear Pete & Toshi,

We received the notice of termination together with your hand written notes and markings on the Schedule A attached.

We are aware that you do not wish your name listed on certain songs, and we reassure you that TRO will not credit you as co-writer in print or otherwise for those songs now or in the future. All of our files are marked per your instruction.

However, for copyright protection for Huddie Ledbetter, Solomon Linda, and others, we need you to sign the notice without marking Schedule A. It is a technicality but none the less important if the songs are to remain protected with royalties directed to the writers' families.

Enclosed are two (2) copies of the termination notice and assignment. Please sign both copies keeping one copy for your files and return the other to me.

If you have any questions, please do not hesitate to call.

All best,

Larry Richmond
LSR:lr
Encl.

ESSEX

LUDLOW00001121

Notice of Termination Under Section 203 of P.L. 94-553 (90 Stat. 2541)

- (1) Name of each Grantee or each Grantee's Successor whose rights are being terminated and the address of each Grantee or Grantee's Successor:

TRO, Inc.
c/o The Richmond Organization
266 West 37th Street
17th Floor
New York, NY 10018-6609

- (2) Title of the Composition; Name of at least one Author or Composer; Original Copyright Date; Original Registration Number (if known); and Effective Date of Termination:

Title of Composition Name of at least one Author or Compose Original Copyright Date Registration Number Effective Date of Termination

See Attached Schedule A

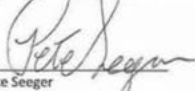
- (3) A brief statement reasonably identifying the Grant to which the Notice of Termination applies:

Grant or Transfer of copyright and the rights of copyright proprietor, including Publication and recording rights.

- (4) Name, Address, and Relationship of person(s) effecting Termination:

Pete Seeger – Author
P.O. Box 431
Beacon, NY 12508

Signature of all entitled to Terminate the Grant:

BY 
Pete Seeger

*note that I do not claim © on songs
I have crossed out ^{but} especially on the last page
are titles of songs I have written.*

Acting on behalf of the following: Pete Seeger 100%

A copy of this notice was mailed to Grantee(s) listed in Paragraph #1 by Certified Mail, Return Receipt requested, on July 1, 2010.

LUDLOW00001117

| Effective Date of Termination | Grantee | Song Title | Writer | Copyright No. | Copyright Date |
|-------------------------------|-----------|--|--|---------------|----------------|
| 1/1/2018 | TRO, Inc. | TOMORROW IS A HIGHWAY | P. Seeger, Lee Hays | n/a | 1/1/1950 |
| 1/1/2018 | TRO, Inc. | MIDNIGHT SPECIAL (THE) | P. Seeger/R. Gilbert/L. Hays/F. Hellerman/H. Ledbetter | EU-210762 | 7/26/1950 |
| 1/1/2018 | TRO, Inc. | WELCOME TO THE JOHN B (THE) | Pete Seeger | EU-210763 | 7/26/1950 |
| 1/1/2018 | TRO, Inc. | WASH LITTLE BABY | P. Seeger/R. Gilbert/L. Hays/F. Hellerman | EU-224348 | 12/14/1950 |
| 1/1/2018 | TRO, Inc. | ON TOP OF OLD SMOKY | P. Seeger/R. Gilbert/L. Hays/F. Hellerman | EU-231873 | 3/7/1951 |
| 1/1/2018 | TRO, Inc. | WHEN THE SAINTS GO MARCHING IN | P. Seeger/R. Gilbert/L. Hays/F. Hellerman | EP-56320 | 7/26/1951 |
| 1/1/2018 | TRO, Inc. | RUN HOME TO MAMA (Angelique O) | P. Seeger/R. Gilbert/L. Hays/F. Hellerman | EP-56319 | 7/27/1951 |
| 1/1/2018 | TRO, Inc. | KISSES SWEETER THAN WINE | P. Seeger/R. Gilbert/L. Hays/F. Hellerman/H. Ledbetter | EP-56333 | 7/30/1951 |
| 1/1/2018 | TRO, Inc. | SIPPIN SODA | P. Seeger/R. Gilbert/L. Hays/F. Hellerman | EP-73936 | 8/31/1951 |
| 1/1/2018 | TRO, Inc. | DARLING COREY | P. Seeger/R. Gilbert/L. Hays/F. Hellerman | EU-252766 | 10/3/1951 |
| 1/1/2018 | TRO, Inc. | (Come On And) Join Into The Game | P. Seeger/R. Gilbert/L. Hays/F. Hellerman | EU-253631 | 10/16/1951 |
| 1/1/2018 | TRO, Inc. | WE WISH YOU A MERRY CHRISTMAS | P. Seeger/R. Gilbert/L. Hays/F. Hellerman | EU-253630 | 10/16/1951 |
| 1/1/2018 | TRO, Inc. | GO TELL IT ON THE MOUNTAIN | P. Seeger/R. Gilbert/L. Hays/F. Hellerman | EU-260700 | 12/7/1951 |
| 1/1/2018 | TRO, Inc. | LULLOO LULLABY (Recorder part) | P. Seeger/R. Gilbert/L. Hays/F. Hellerman | EU-258653 | 12/7/1951 |
| 1/1/2018 | TRO, Inc. | MASTERS IN THIS TRAIL | P. Seeger/R. Gilbert/L. Hays/F. Hellerman | EU-258652 | 12/7/1951 |
| 1/1/2018 | TRO, Inc. | POOR LITTLE JESUS | P. Seeger/R. Gilbert/L. Hays/F. Hellerman | EU-258654 | 12/7/1951 |
| 1/1/2018 | TRO, Inc. | SEVEN BLESSINGS OF MARY | P. Seeger/R. Gilbert/L. Hays/F. Hellerman | EU-260703 | 12/7/1951 |
| 1/1/2018 | TRO, Inc. | TWELVE DAYS OF CHRISTMAS (our additions) | P. Seeger/R. Gilbert/L. Hays/F. Hellerman | EU-260702 | 12/7/1951 |
| 1/1/2018 | TRO, Inc. | ROUND THE WORLD | P. Seeger/R. Gilbert/L. Hays/F. Hellerman | EU-260699 | 12/12/1951 |
| 1/1/2018 | TRO, Inc. | AROUND THE WORLD see "Round The World" | P. Seeger/R. Gilbert/L. Hays/F. Hellerman | EU-260699 | 12/12/1951 |
| 1/1/2018 | TRO, Inc. | FLOPPY EARED MUTE see "Round The World" | P. Seeger/R. Gilbert/L. Hays/F. Hellerman | EU-260699 | 12/12/1951 |
| 1/1/2018 | TRO, Inc. | HEY LA DEE LA DEE O see "Round The World (new version)" | P. Seeger/R. Gilbert/L. Hays/F. Hellerman | EU-260699 | 12/12/1951 |
| 1/1/2018 | TRO, Inc. | MAZURKA see "Around The World" | P. Seeger/R. Gilbert/L. Hays/F. Hellerman | EU-260699 | 12/12/1951 |
| 1/1/2018 | TRO, Inc. | BELL WEEVIL (THE) | P. Seeger/R. Gilbert/L. Hays/F. Hellerman | EP-60167 | 12/21/1951 |
| 1/1/2018 | TRO, Inc. | DEVIL AND THE FARMERS WIFE (THE) | P. Seeger/R. Gilbert/L. Hays/F. Hellerman | EP-60169 | 12/21/1951 |
| 1/1/2018 | TRO, Inc. | EASY RIDER BLUES (together) | P. Seeger/R. Gilbert/L. Hays/F. Hellerman | EP-60170 | 12/21/1951 |
| 1/1/2018 | TRO, Inc. | FOLLOW THE DRINKIN' GOURD (Lee put this in) | P. Seeger/R. Gilbert/L. Hays/F. Hellerman | EP-60159 | 12/21/1951 |
| 1/1/2018 | TRO, Inc. | GLAD TIDINGS (Shalom Chaverim) see "Shalom Chaverim" | P. Seeger/R. Gilbert/L. Hays/F. Hellerman | EP-60165 | 12/21/1951 |
| 1/1/2018 | TRO, Inc. | GREEN CORN | P. Seeger/R. Gilbert/L. Hays/F. Hellerman | EP-60176 | 12/21/1951 |
| 1/1/2018 | TRO, Inc. | HOUSE OF THE RISING SUN | P. Seeger/R. Gilbert/L. Hays/F. Hellerman | EP-60157 | 12/21/1951 |
| 1/1/2018 | TRO, Inc. | I DON'T WANT TO GET ADJUSTED (Lee's song) | P. Seeger/R. Gilbert/L. Hays/F. Hellerman | EP-60158 | 12/21/1951 |
| 1/1/2018 | TRO, Inc. | I KNOW WHERE I'M GOING | P. Seeger/R. Gilbert/L. Hays/F. Hellerman | EP-60163 | 12/21/1951 |
| 1/1/2018 | TRO, Inc. | JOHNSON BOYS | P. Seeger/R. Gilbert/L. Hays/F. Hellerman | EP-60156 | 12/21/1951 |
| 1/1/2018 | TRO, Inc. | OLD RILEY (Lead Betty) | P. Seeger/R. Gilbert/L. Hays/F. Hellerman | EP-60172 | 12/21/1951 |
| 1/1/2018 | TRO, Inc. | ONE FOR THE LITTLE BITTY BABY (Go Wabeze I Send Thee) | P. Seeger/R. Gilbert/L. Hays/F. Hellerman | EP-60160 | 12/21/1951 |
| 1/1/2018 | TRO, Inc. | POOR HOWARD | P. Seeger/R. Gilbert/L. Hays/F. Hellerman | EP-60174 | 12/21/1951 |
| 1/1/2018 | TRO, Inc. | ROCK ISLAND LINE (Rock Island Shuffle) | P. Seeger/R. Gilbert/L. Hays/F. Hellerman/H. Ledbetter | EP-60168 | 12/21/1951 |
| 1/1/2018 | TRO, Inc. | SHALOM CHAVERIN (Glad Tidings) (translation) | P. Seeger/R. Gilbert/L. Hays/F. Hellerman | EP-60165 | 12/21/1951 |
| 1/1/2018 | TRO, Inc. | JACKINS BLUES | P. Seeger/R. Gilbert/L. Hays/F. Hellerman | EP-60162 | 12/21/1951 |
| 1/1/2018 | TRO, Inc. | WIMONIEH (Mauve) see my book with TRIP | P. Seeger/R. Gilbert/L. Hays/F. Hellerman/S. Linda | EP-60177 | 12/21/1951 |
| 1/1/2018 | TRO, Inc. | AUNT RHODY | P. Seeger/R. Gilbert/L. Hays/F. Hellerman | EP-60173 | 12/21/1951 |
| 1/1/2018 | TRO, Inc. | OLD PAINT (Ride Around Little Dogies) | P. Seeger/R. Gilbert/L. Hays/F. Hellerman | EP-59883 | 12/27/1951 |

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| 1/1/2018 | TRO, Inc. | GREEN LILAC HILL ? | P. Seeger/R. Gilbert/L. Hays/F. Hellerman/G. Houston/B. Ecton | EP-61426 | 3/14/1952 |
| 1/1/2018 | TRO, Inc. | WIMMWEH (Hey-Up-Joe! On Your Way!) | P. Seeger/R. Gilbert/L. Hays/F. Hellerman/R. Ilene | EP-62232 | 5/1/1952 |
| 1/1/2018 | TRO, Inc. | CAROLERS SONGBAG (THE) - Folio | P. Seeger/R. Gilbert/L. Hays/F. Hellerman | | 10/10/1952 |
| 1/1/2018 | TRO, Inc. | GOD REST YE MERRY GENTLEMEN | P. Seeger/R. Gilbert/L. Hays/F. Hellerman | EP-67927 | 10/10/1952 |
| 1/1/2018 | TRO, Inc. | MARY HAD A BABY | P. Seeger/R. Gilbert/L. Hays/F. Hellerman | EP-67983 | 10/10/1952 |
| 1/1/2018 | TRO, Inc. | STAR CAROL, THE | P. Seeger | EP-67926 | 10/10/1952 |
| 1/1/2018 | TRO, Inc. | TRUE LOVE | P. Seeger/R. Gilbert/L. Hays/F. Hellerman | EP-66823 | 10/30/1952 |
| 1/1/2018 | TRO, Inc. | DAY OF MEXICO | P. Seeger/R. Gilbert/L. Hays/F. Hellerman/T. Geraci | EP-68736 | 1/26/1953 |
| 1/1/2018 | TRO, Inc. | DOWN IN THE VALLEY | P. Seeger/R. Gilbert/L. Hays/F. Hellerman | EP-69187 | 2/5/1953 |
| 1/1/2018 | TRO, Inc. | DOWN EASY <i>Woody's song</i> | P. Seeger/R. Gilbert/L. Hays/F. Hellerman/W. Guthrie | EP-71149 | 4/23/1953 |
| 1/1/2018 | TRO, Inc. | BENONI | P. Seeger/R. Gilbert/L. Hays/F. Hellerman | EP-71150 | 4/27/1953 |
| 1/1/2018 | TRO, Inc. | LIGHTNING AND THUNDER (Thunder And Lightning) see ? | P. Seeger/R. Gilbert/L. Hays/F. Hellerman/M. Barer | EP-72410 | 6/15/1953 |
| 1/1/2018 | TRO, Inc. | "Thunder And Lightning (Lightning and Thunder)" | P. Seeger/R. Gilbert/L. Hays/F. Hellerman/M. Barer | EP-72410 | 6/15/1953 |
| 1/1/2018 | TRO, Inc. | THUNDER AND LIGHTNING (Lightning & Thunder) | P. Seeger/R. Gilbert/L. Hays/F. Hellerman/M. Barer | EP-73382 | 8/4/1953 |
| 1/1/2018 | TRO, Inc. | SYLVIE (Bring Me A Lily Water Silvy) <i>my additional words + music</i> | P. Seeger/R. Gilbert/L. Hays/F. Hellerman/H. Ledbetter | EP-73515; EU-207129 | 8/7/1953; Suliram |
| 1/1/2018 | TRO, Inc. | I'LL BE THERE (Original Title "Suliram") <i>new words</i> | P. Seeger/R. Gilbert/L. Hays/F. Hellerman/W. Engvick | (Suliram) | 6/7/1950 |
| 1/1/2018 | TRO, Inc. | EVERYBODY LOVES SATURDAY NIGHT " " | P. Seeger/R. Gilbert/L. Hays/F. Hellerman | EP-75805 | 11/13/1953 |
| 1/1/2018 | TRO, Inc. | OH, THAT I BE JOYFUL | P. Seeger/R. Gilbert/L. Hays/F. Hellerman/J. McVea/J. Porter | EP-79732 | 4/15/1954 |
| 1/1/2018 | TRO, Inc. | LONG JOHN ? | P. Seeger/R. Gilbert/L. Hays/F. Hellerman/A. Sundgaard | EP-81552 | 6/17/1954 |
| 1/1/2018 | TRO, Inc. | DRUMMER AND THE COOKE (THE) | P. Seeger/R. Gilbert/L. Hays/F. Hellerman/R. Terry | EP-82508 | 8/10/1954 |
| 1/1/2018 | TRO, Inc. | FOR THE FOM ? | P. Seeger/R. Gilbert/L. Hays/F. Hellerman | EP-82507 | 8/10/1954 |
| 1/1/2018 | TRO, Inc. | SO HIGH, SO LOW, SO WIDE | P. Seeger/R. Gilbert/L. Hays/F. Hellerman | EP-82509 | 8/10/1954 |
| 1/1/2018 | TRO, Inc. | HEY, NITAI | P. Seeger/R. Gilbert/L. Hays/F. Hellerman/M. Barer | EP-82602 | 8/12/1954 |
| 1/1/2018 | TRO, Inc. | TWAS THE NIGHT BEFORE CHRISTMAS | P. Seeger/R. Gilbert/L. Hays/F. Hellerman | EP-82909 | 9/2/1954 |
| 1/1/2018 | TRO, Inc. | HERE I GO WALKING DOWN THE ROAD ? | P. Seeger, R. Gilbert/L. Hays/F. Hellerman/B. Blake | EP-84061 | 10/4/1954 |
| 1/1/2018 | TRO, Inc. | TOLD MY CAPTAIN | P. Seeger/R. Gilbert/L. Hays/F. Hellerman | EU-374454 | 10/6/1954 |
| 1/1/2018 | TRO, Inc. | GLOW-GLOW | P. Seeger/R. Gilbert/L. Hays/F. Hellerman/H. Thomas | EP-84055 | 10/11/1954 |
| 1/1/2018 | TRO, Inc. | BLENNHINE | P. Seeger/R. Gilbert/L. Hays/F. Hellerman/P. Montrose | EP-65555 | 10/24/1952 |
| 1/1/2018 | TRO, Inc. | LORD RANNAH | P. Seeger/R. Gilbert/L. Hays/F. Hellerman | EP-84383 | 10/29/1954 |
| 1/1/2018 | TRO, Inc. | NEXT BIG RIVER | P. Seeger/R. Gilbert/L. Hays/F. Hellerman | EP-84384 | 10/29/1954 |
| 1/1/2018 | TRO, Inc. | SOLDIER SOLDIER | P. Seeger/R. Gilbert/L. Hays/F. Hellerman | EP-84382 | 10/29/1954 |
| 1/1/2018 | TRO, Inc. | WHERE WERE YOU LAST NIGHT | P. Seeger/R. Gilbert/L. Hays/F. Hellerman/O. Brand/S. Lee/ | EP-85138 | 11/26/1954 |
| 1/1/2018 | TRO, Inc. | LOU-TOY BOOGIE | P. Seeger/R. Gilbert/L. Hays/F. Hellerman/J. Thomas | EP-96052 | 12/23/1954 |
| 1/1/2018 | TRO, Inc. | JOHN HERRY | P. Seeger/R. Gilbert/L. Hays/F. Hellerman | EU-390084 | 3/1/1955 |
| 1/1/2018 | TRO, Inc. | I'M ON MY WAY <i>new words</i> | P. Seeger/A. Stern | EU-483946 | 5/15/1957 |
| 1/1/2018 | TRO, Inc. | LADY, LADY WILL YOU MARRY ME | P. Seeger/R. Gilbert/L. Hays/F. Hellerman/O. Brand | EU-469409 | 10/7/1957 |
| 1/1/2018 | TRO, Inc. | ONE GRAIN OF SAND <i>YES, My Song</i> | P. Seeger | EU-499588 | 11/5/1957 |
| 1/1/2018 | TRO, Inc. | SWEET SWEET SWEET | P. Seeger/M. Seeger | EU-499589 | 11/5/1957 |
| 1/1/2018 | TRO, Inc. | SWEET-A LITTLE BABY | P. Seeger | EU-499590 | 11/5/1957 |
| 1/1/2018 | TRO, Inc. | OLEANNA <i>Translation</i> | P. Seeger | EU-516133 | 3/7/1958 |

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| 1/1/2018 | TRO, Inc. | PETE'S OWN TUNE | P. Seeger | EU-516138 | 3/7/1958 |
| 1/1/2018 | TRO, Inc. | IF I HAD A HAMMER (The Hammer Song) <i>orig. tone</i> | P. Seeger/L. Hays | EU-516137 | 3/7/1958 |
| 1/1/2018 | TRO, Inc. | OVER THE HILLS <i>my words</i> | P. Seeger | EU-521952 | 3/14/1958 |
| 1/1/2018 | TRO, Inc. | THE BELLS OF RHYMNEY | P. Seeger/L. Davies | EU-607737 | 12/23/1959 |
| 1/1/2018 | TRO, Inc. | WHE-SHAAT-OVERGOME | Z. Horton/F. Hamilton/G. Carawan/P. Seeger | EU-645288 | 10/27/1960 |
| 1/1/2018 | TRO, Inc. | TURN! TURN! TURN! (To Everything There is A Season) | P. Seeger | EP-163764 | 5/2/1962 |
| 1/1/2018 | TRO, Inc. | STARLIGHT STARBRIGHT | P. Seeger | EU-746623 | 11/27/1962 |
| 1/1/2018 | TRO, Inc. | THE BEAST (Song Of The Punch Press Operator) ? | P. Seeger/B. Packer | EU-748893 | 12/6/1967 |
| 1/1/2018 | TRO, Inc. | WHO KILLED NORMA JEAN | P. Seeger/N. Rosten | EU-779200 | 7/11/1963 |
| 1/1/2018 | TRO, Inc. | COME ALONG | P. Seeger/R. Gilbert/L. Hays/F. Hellerman/T. Rose | EU-790348 | 9/11/1963 |
| 1/1/2018 | TRO, Inc. | GET UP AND GO | P. Seeger | EU-807243 | 1/21/1964 |
| 1/1/2018 | TRO, Inc. | PRETTY GREEN EYES (Green Eyes) | P. Seeger/R. Gilbert/L. Hays/F. Hellerman | EU-820418 | 4/3/1964 |
| 1/1/2018 | TRO, Inc. | SNOW SNOW | P. Seeger | EP-213928 | 12/15/1965 |
| 1/1/2018 | TRO, Inc. | I'M GONNA SING ME A LOVESONG | P. Seeger | EU-988862 | 4/4/1967 |
| 1/1/2018 | TRO, Inc. | OH YES I'D CLIMB (The Highest Mountain Just For You) | P. Seeger | EU-988863 | 4/4/1967 |
| 1/1/2018 | TRO, Inc. | THE BIG MUDDY (Waist In The Big Muddy) see "Waist In The Big Muddy" | P. Seeger | EU-988865 | 4/4/1967 |
| 1/1/2018 | TRO, Inc. | WAIST DEEP IN THE BIG MUDDY (The Big Muddy) | P. Seeger | EU-988865 | 4/4/1967 |
| 1/1/2018 | TRO, Inc. | WHEN I WAS MOST BEAUTIFUL <i>my tone</i> | P. Seeger/N. Ibaraki | EU-69209 | 8/19/1968 |
| 1/1/2018 | TRO, Inc. | JUSQU'A LA CEINTURE (French Text "Waist Deep In The Big Muddy") | P. Seeger/G. Allwright | EU-115455 | 5/12/1969 |
| 1/1/2018 | TRO, Inc. | SAILING DOWN THIS GOLDEN RIVER (Golden River) | P. Seeger | EU-254961 | 5/20/1971 |
| 1/1/2018 | TRO, Inc. | THE TORN FLAG | P. Seeger | EP-276539 | 7/21/1970 |
| 1/1/2018 | TRO, Inc. | WE'LL ALL BE A DOUBLING | P. Seeger | EP-276543 | 7/21/1970 |
| 1/1/2018 | TRO, Inc. | DON'T ASK WHAT A RIVER IS FOR | P. Seeger | EU-553389 | 1/30/1975 |
| 1/1/2018 | TRO, Inc. | ESTADIO CHILE <i>my "setting" (accompanying)</i> | P. Seeger/V. Jara | EU-559859 | 2/11/1975 |
| 1/1/2018 | TRO, Inc. | THIS IS A LAND | P. Seeger/J. Stendam | EU-570376 | 3/20/1975 |
| 1/1/2018 | TRO, Inc. | THROW AWAY THAT SHAD NET (How Are We Gonna Save Tomorrow) a/k/a "The PCB Song" | P. Seeger | no © | 1/1/1976 |
| 1/1/2018 | TRO, Inc. | HEAR THE THUNDER HEAR THE THUNDER title changed to "If A Revolution Comes To My Country (Hear The Thunder)" | P. Seeger | EU-650682 | 2/10/1976 |
| 1/1/2018 | TRO, Inc. | IF A REVOLUTION COMES TO MY COUNTRY (Hear The Thunder) | P. Seeger | EU-650682 | 2/10/1976 |
| 1/1/2018 | TRO, Inc. | SOUR CREAM | P. Seeger | PAU-89698 | 2/23/1979 |

*and lots more songs in
the book "Where Have All The
Flowers Gone - a sing-a-long memoir"*

- The 2010 discovery of hymn writer, Louise Shropshire and her 1954 copyright for "If My Jesus Wills", most commonly known as "I'll Overcome". Evidence that Shropshire was a close friend of Rev. Dr. Martin Luther King Jr., Rev. Fred Shuttlesworth and Rev. Thomas A. Dorsey. Among other published hymns, Shropshire co-authored, "Behold the Man of Galilee" with Rev. Dorsey. Shropshire performed "If My Jesus Wills" with her gospel choir all around the US, and at the National Convention of Gospel Choirs and Choruses, which was founded by Rev. Dorsey. Documentary evidence shows her hymn was composed between 1932 and 1942. Her lyrics are the nearly identical to we shall overcome and strongly suggest her as the original missing-link author of We Shall Overcome.

JUL 13 1954

364306 IF MY JESUS WILLS

Words and Music by
LOUISE SHROPSHIRE

Moderato





BEHOLD THE MAN OF GALILEE

FOR
CHOIR, CHORUS OR SOLO

WORDS AND MUSIC

by

LOUISE SHROPSHIRE

AND

THOMAS A. DORSEY

PRICE 20 CENTS

Distributed by
LOUISE SHROPSHIRE
141 Hunting Place, Cincinnati, Ohio

Published by
THOMAS A. DORSEY
4154 S. Ellis Avenue, Chicago 15, Illinois.

Made in U. S. A.



1962 photo of Louise Shropshire (second from right) shown with (l to R), Rev, Maurice McCracken, Rev. TL Lane, Rev, Fred Shuttlesworth, Rev. L. Venchael Booth, Rev. Dr. Martin Luther King Jr., and Rev. Otis Moss Jr.

CONCLUSION and SUMMARY

Divergent opinions regarding the origins and influence of We Shall Overcome, as well as the importance and outcome of the We Shall Overcome lawsuit, should be encouraged. However, without truth, no truly informed opinion or commentary can be achieved.

We agree that truth, accuracy, and objectivity are tenets of good and ethical journalism and scholarship. Before the publication of my 2012 book, “We Shall Overcome: Sacred Song on the Devil’s Tongue,” and my documentary film, “Claim the Sky: We Shall Overcome,” most if not all, the books, periodicals, and articles written about the origins of We Shall Overcome, were derived from a single source—Pete Seeger, who claimed a 25% copyright interest in the anthem and has publicly indicated it was his best-selling song. And although journalistic standards dictate that two credible independent sources are obtained before publishing a story, most journalists appear not to have noticed that Seeger’s account was merely hearsay.

I interviewed Pete Seeger for my documentary film in 2012. In this interview, Seeger stated that since the 1940s, everything he knew about WSO’s origins was told to him by Zilphia Horton, who taught the song to him in the late 1940s but died in 1957, prior to the 1960 copyright registration of We Shall Overcome.

Documentary Link:

<https://vimeo.com/776038483>

PW: CTS WSO IG 2023

The facts and details in this letter are supported by discovery documents and provide evidence of the following:

1. Rev. Charles Albert Tindley’s “I’ll Overcome Someday” is not the antecedent to We Shall Overcome.
2. Neither Pete Seeger, Guy Carawan, Frank Hamilton or Zilphia Horton were authors or composers of We Shall Overcome.
3. TRO/Ludlow, Pete Seeger, Guy Carawan, Frank Hamilton and Myles Horton (widower of Zilphia Horton) knowingly committed fraud on the US Copyright Office by claiming sole authorship, copyright ownership, and control of We Shall Overcome for almost 60 years.
4. As a result of the 2016 We Shall Overcome lawsuit initiated by The We Shall Overcome Foundation, We Shall Overcome was released from TRO/Ludlow’s illegitimate and control and entered into the public domain.
5. Louise Shropshire’s hymn, “If My Jesus Wills”, most commonly known as “I’ll Overcome”, composed between 1934 and 1942, was copyrighted in 1954, six years prior to the TRO/Ludlow copyright for We Shall Overcome.
6. The lyrics to Louise Shropshire’s “If My Jesus Wills” are,
***I’ll overcome, I’ll overcome, I’ll overcome someday,
If my Jesus wills, I do believe, I’ll overcome someday”.***

7. Shropshire's lyrics are strikingly similar to the lyrics of We Shall Overcome and objectively more similar than any other known original copyrighted song pre-dating the TRO/Ludlow WSO 1960 copyright.
8. Louise Shropshire was a close friend and ally of Rev. Dr. Martin Luther King Jr. and, during her lifetime, asserted that WSO was derived from her gospel hymn, "If My Jesus Wills".
9. During the 1950s and '60s, Louise Shropshire performed IMJW all over the United States and at the National Convention of Gospel Choirs and Choruses with her gospel choirs, "The New Prospect Singers," and "The Shropshire Singers."

I am more than happy to provide any additional documents and or evidence you may need.

Thank you for your time and consideration.

Sincerely,

Isaias Gamboa
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