

SUPREME COURT OF THE STATE OF NEW YORK  
COUNTY OF WESTCHESTER

-----x

GEORGE SASSOWER,

Plaintiff,

-against-

NEW YORK LAW PUBLISHING COMPANY,

Defendant.

-----x

Defendant New York Law Publishing Company ("Law Publishing"), hereby responds to plaintiff's Interrogatories numbered 1, 4 through 7, 9 and 10, 13 through 15. Interrogatories 2 and 3, 8, 11, 16 through 21, have heretofore been vacated and stricken by Order of the Court filed and entered herein on December 23, 1982.

INTERROGATORY NO. 1:

Annex a true and complete copy of the agreement between defendant and the Appellate Division of the Supreme Court effective in February and March of 1978.

RESPONSE TO INTERROGATORY NO. 1:

In response to Interrogatory No. 1, Law Publishing annexes hereto a true and complete copy of the Contract made as of April 1, 1977, between the justices of the Appellate Division of the Supreme Court in the Second judicial Department and Law Publishing (the "Contract").

Index No. 3608-1979

FIRST RESPONSE OF  
DEFENDANT NEW YORK LAW  
PUBLISHING COMPANY, TO  
PLAINTIFF'S FIRST SET  
OF INTERROGATORIES

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INTERROGATORY NO. 4:

Set forth any and all guidelines set forth by the Appellate Division, First or Second Department, or any court of administrator as to those judicial "decisions" or "opinions" that were to be printed in full, in part, or not at all.

RESPONSE TO INTERROGATORY NO. 4:

As provided in the Contract, the opinions and decisions of courts within the Second Judicial Department are required to be published in the same manner and to the same extent that decisions and opinions are published with respect to courts in the First Judicial Department. Law Publishing is given the choice of publishing such opinions and decisions in full or of publishing digests and abstracts thereof. Apart from the provisions of the Contract, Law Publishing is not aware of any guidelines set forth by the Appellate Division, First or Second Department, or any court or administrator as to those judicial decisions or opinions that are to be printed in full, in part, or not at all, except that the following may be deemed "guidelines":

(a). For many years Law Publishing has not published in full any decision or opinion of the Civil Court, Family Court or County Court unless the publication thereof is first approved by the Administrative Judge of that Court.

(b) In or about 1972, representatives of the Law Publishing met with Surrogates Louis D. Laurino (Queens County), Millard L. Midonick (New York County) and Nathan R. Sobel (Kings County) at which Law Publishing was requested to publish in full each decision, opinion and memorandum issued by each of the Surrogate's Courts. Thereafter, Law Publishing published in full each decision, opinion and memorandum received by it from the Clerk of each Surrogate's Court included in the First Judicial Department and Second, Tenth and Eleventh Judicial Districts in the Second Judicial Department.

INTERROGATORY NO. 5:

Set forth the general policy of defendant, as of February and March 1978, as to which judicial "decisions" or "opinions" were to be printed in full, in part, or not at all.

RESPONSE TO INTERROGATORY NO. 5:

As of February and March 1978, the general policy of Law Publishing as to which judicial decisions or opinions were to be printed in full, in part, or not at all was as follows:

(a). In accordance with the designation made under Judiciary Law §91(1), all decisions and opinions of the Courts of record in the First Judicial Department were published in full or by digest or abstract thereof.

(b). In accordance with the provisions of the Contract, all decisions and opinions of courts of record in the Second, Tenth and Eleventh Judicial Districts in the Second Judicial Department were published in full or by digest or abstract thereof.

(c). All signed opinions and decisions of the Appellate Division of the Supreme Court in the First and Second Judicial Departments were published in full.

(d). All decisions, opinions and memoranda of the eight Surrogate's Courts in the First Judicial Department and Second, Tenth and Eleventh Judicial Districts in the Second Judicial Department were published in full.

(e). In addition, there were published in full the decisions and opinions of the other courts of record in the First and Second Judicial Departments selected for publication by the Editorial Staff of The New York Law Journal on the basis of the importance and interest of such decisions and opinions to the Bar. At times, a judge or attorney of record would suggest that a decision or opinion was of particular importance or interest to the Bar and request publication in full, such request would be considered by the Editorial Staff but not necessarily followed.

INTERROGATORY NO. 6:

Set forth when and by whom such policy was instituted, and, if in writing annex a copy thereof.

RESPONSE TO INTERROGATORY NO. 6:

The policy set forth in respect to Interrogatory No. 5 is not in writing but has developed over the years through practice, taking into account the requirements of Judiciary Law §91(1), the Contract and the effort by the Editorial Staff of The New York Law Journal's best to serve the interest of the Bar.

INTERROGATORY NO. 7:

Set forth the policy of defendant, as it existed in February and March 1978, if any, with respect to the publication of judicial "decisions" or "opinions", wherein the contents contained material, disclosure of which was prohibited by Judiciary Law §90(10).

RESPONSE TO INTERROGATORY NO. 7:

It is the policy of Law Publishing to publish decisions and opinions verbatim in accordance with the manuscript received from the court. It is also the policy of Law Publishing not to publish any material the disclosure of which is known or believed by it to be prohibitive by Judiciary Law §90(10).

INTERROGATORY NO. 9:

Set forth who, on behalf of defendant, determines which judicial "decisions" or "opinions" were to be published for the period February 1978 to date.

RESPONSE TO INTERROGATORY NO. 9:

In February 1978, the selection of decisions and opinions to be published in full was all made by the Editorial Staff of The New York Law Journal comprised of:

Charles F. Kiley	-	Editor-in-Chief
Nelson Seitel	-	Associate Publisher
Martin Fox	-	Member-Editorial Staff
Avra Wing	-	Member-Editorial Staff
Anne Gill	-	Member-Editorial Staff

INTERROGATORY NO. 10:

Set forth when and by what means the "decisions" of Surrogate Earnest L. Signorelli dated February 24, 1978 in the Matter of Eugene Paul Kelly, arrived at "Journal" and whether there was any covering letter or instruction. If responded to in the affirmative annex a copy thereof.

RESPONSE TO INTERROGATORY NO. 10:

On or about Wednesday, March 1, 1978, Law Publishing received by mail from the Chief Clerk of Surrogate Court, Suffolk County, various decisions and orders issued by that court in the preceding days, one of which was the reference decision of Surrogate Signorelli. There was no cover letter or instructions of any kind.

INTERROGATORY NO. 12:

Set forth the names of all those persons employed by "Journal", except for ministerial employees, who read the "decision" of Surrogate Ernest L. Signorelli dated February 24, 1978 in the Matter of Eugene Paul Kelly, prior to its being sent to the composing room.

RESPONSE TO INTERROGATORY NO. 12:

The persons were Charles F. Kiley, Nelson Sietel and Martin Fox.

INTERROGATORY NO. 13

Set forth the position of such employees and their legal background, if any.

RESPONSE TO INTERROGATORY NO. 13:

See response to Interrogatory No. 9.

Mr. Seitel is an attorney-at-law and was admitted to practice in the State of New York in 1939. The other named persons have not had formal legal education, but have developed substantial expertise in legal matters as a result of their employment by Law Publishing.

Mr. Kiley is Editor-in-Chief of The New York Law Journal, and is generally in charge, on a day-to-day basis of the content of The New York Law Journal. Mr. Seitel is the Associate Publisher of The New York Law Journal and seven in an administrative and editorial capacity. As part of his editorial

duties he authors numerous articles, reviews and selects articles for publication and serves as a member of the Editorial Staff, which elects the decisions and opinions to be published in full in The New York Law Journal, where such publication is not directed as a matter of policy. In addition, Mr. Seitel serves as legal advisor to The New York Law Journal to assure adherence to legal requirements and standards.

Mr. Fox is a member of the Editorial Staff which selects decisions and opinions to be published in full in The New York Law Journal, where such publication is not directed as a matter of policy. He also authors many article.

INTERROGATORY NO. 15:

Set forth the names of any other persons consulted with respect thereto prior to such "decision" being sent to the composing room.

RESPONSE TO INTERROGATORY NO. 15:

None.

DATED: New York, New York  
January 10, 1983

ABRAMS & SHEIDLOWER  
598 Madison Avenue  
New York, New York 10022

(212) 688-4200

Attorneys for Defendant



VERIFICATION

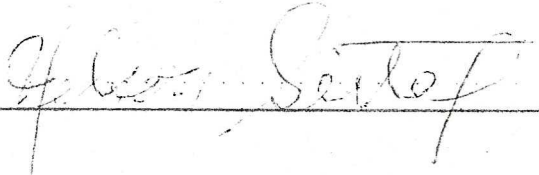
State of New York    )  
                          )  
County of New York   )

Nelson Seitel, being duly sworn, deposes and says:

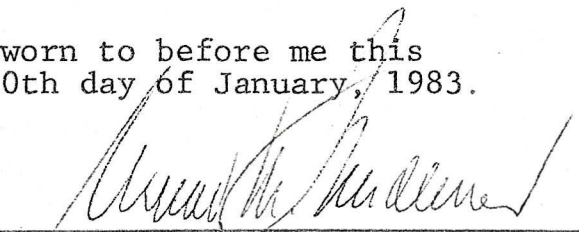
1. I am Associate Publisher of The New York Law Journal.

2. I have read the foregoing First Response of Defendant Law Publishing to Plaintiff's First Set of Interrogatories and know the contents thereof.

3. The aforesaid Responses are true to the best of my information and belief based upon investigation of corporate records and files.

  
\_\_\_\_\_

Sworn to before me this  
10th day of January, 1983.

  
\_\_\_\_\_  
Notary Public

**ARNOLD M. SHEIDLOWER**  
Notary Public, State of New York  
No. 30-4714929  
Qualified in Nassau County  
Commission Expires March 30, 1984

THIS CONTRACT, made as of the first day of ~~April~~, 1977, by and between the JUSTICES OF THE APPELLATE DIVISION OF THE SUPREME COURT IN THE SECOND JUDICIAL DEPARTMENT, in their official capacities only, acting by the authority conferred by statute (Judiciary Law, Sec. 91 subd. 2), hereafter referred to as the "Justices of the Second Department" and the NEW YORK LAW PUBLISHING COMPANY, the owner and publisher of the NEW YORK LAW JOURNAL, hereafter referred to as the "publisher".

W I T N E S S E T H, as follows:

WHEREAS, the publisher represents and warrants that the New York Law Journal is a daily law journal published in the First Judicial Department which has been designated, pursuant to law (Jud. Law Sec. 91, sub. 1), by the Justices of the Appellate Division of the Supreme Court in the said First Department, and that such designation remains in full force and effect; and

WHEREAS, for the period embraced in this contract, the Justices of the Second Department deem the compensation specified herein to be fair and reasonable compensation to the publisher for the publication of calendars, decisions, opinions, and other similar matters relating to the courts in the Second and Tenth and Eleventh Judicial Districts.

NOW, THEREFORE:

FIRST: It is mutually agreed that the services of the NEW YORK LAW JOURNAL in the Second, Tenth, and Eleventh Judicial Districts of the State of New York for the twelve months commencing April 1, 1977 shall include the publication of appointment of terms and assignments of justices and judges, and amendments thereof, the publication of court rules, court notes and court notices, the publication of calendars, opinions and decisions of the Appellate Division of the Supreme Court in the Second Judicial Department in the same manner and to the same extent as the calendars, decisions and opinions of the Appellate Division of the Supreme Court in the First Judicial Department are published; the publication of the calendars, decisions and opinions of the courts in the Second and Eleventh Judicial Districts in the same manner and to the same extent as the same are published for the courts in the First Judicial District; the publication of calendars, opinions and decisions of the Supreme Court in the Tenth Judicial District, and the publication of the calendars and decisions of the County Courts and the Surrogate's Courts in the Tenth Judicial District. The publisher shall have the choice of publishing opinions and decisions in full or of publishing digests or abstracts thereof.

SECOND: It is further mutually agreed that for the above service the publisher shall be entitled to receive only the cost thereof to it not in excess of \$190,000.00 and that said amount is accepted by the Justices of the Second Department

as estimated cost basis for this contract. The publisher shall receive said amount of \$190,00.00 in equal monthly installments of \$15,833.33 subject, however, to the following conditions:

Before the payment of the last installment, the publisher shall present to the Justices of the Second Department a certificate of its accountants showing the cost of the publication of the New York Law Journal during the period embraced in this contract and the portion of those costs allocated, according to accepted accounting practices and procedures, to the services rendered pursuant to this contract. In computing the cost of such services, the publisher's maximum compensation, regardless of the length of any opinion or decision as actually published, is to be limited to and computed upon the basis of not more than 19 million lines but if the publication should consist of a lesser number of million lines, then the publisher's compensation is to be limited to and computed upon the basis of such lesser number. If the cost so determined shall be less than the estimated cost of \$190,00.00 the difference shall be deducted from the last installment or otherwise refunded by the publisher. If the cost so determined shall be more than said estimated cost, then in that event, the total payments hereunder shall not exceed said estimated cost of \$190,000.00.

It is the intention of the parties hereto that \$190,000.00 shall be the maximum which the publisher shall receive hereunder and that this maximum shall be reduced to the extent that the publisher's cost, as determined herein, is less than \$190,000.00.

This agreement shall be deemed executory only to the extent o

the moneys available, and no liability shall be incurred by the State beyond the moneys available for the purpose thereof.

The publisher is prohibited from assigning, transferring, conveying, subletting, or otherwise disposing of this agreement, or of its right, title or interest therein, or its power to execute such contract to any other person, company or corporation without the previous consent in writing of the Justices of the Second Department.

This agreement shall be null and void unless the publisher shall secure compensation for the benefit of, and keep insured during the life of this agreement, such employees engaged thereon as are required to be insured by the provisions of the Workmen's Compensation Law.

The contractor hereby agrees to the provisions of Section 139-a and 139-b of the New York State Finance Law which requires that upon the refusal of a person, when called before a grand jury, head of a state department, temporary state commission or other state agency, which is empowered to compel the attendance of witnesses and examine them under oath, to testify in an investigation, concerning any transaction or contract had with the State, any political subdivision thereof, a public authority or with any public department, agency or official of the State or of any political subdivision thereof or of a public authority, to sign a waiver of immunity against subsequent criminal prosecution or to answer any relevant question concerning such transaction or contract.

(a) such person, and any firm, partnership or

corporation of which he is a member, partner, director or officer shall be disqualified from thereafter selling to or submitting bids to or receiving awards from or entering into any contract with New York State or any public department, agency or official thereof, for goods, work or services, for a period of five years after such refusal, and

- (b) any and all contracts made with the State of New York or any public department, agency or official thereof, since the effective date of this law, by such person, and by any firm, partnership, or corporation of which he is a member, partner, director or officer may be cancelled or terminated by New York State without incurring any penalty or damages on account of such cancellation or termination, but any monies owing by the State of New York for goods delivered or work done prior to the cancellation or termination shall be paid.

During the performance of this contract, the publisher agrees as follows:

- (a) The publisher will not discriminate against any employee or applicant for employment because of race, creed, color or national origin, and will take affirmative action to insure that they are afforded equal employment opportunities without discrimination because of race, creed, color or national origin. Such actions shall be taken with reference, but not be limited to: recruitment, employment, job assignment, promotion, upgrading, demotion, transfer, layoff or termination, rates of pay or other forms of compensation, and selection for training or retraining, including apprenticeship and on-the-job training.
- (b) The publisher will send to each labor union or representative of workers with which he has or is bound by a collective bargaining or other agreement or understanding, notice, to be provided by the State Commission for Human Rights, advising such labor union or representative of the publishers' agreement

under clauses (a) through (g) (hereinafter called "non-discrimination clauses".) If the publisher was directed to so by the contracting agency as part of the bid or negotiation of this contract, the publisher shall request such labor union or representative to furnish him with a written statement that such labor union or representative will not discriminate because of race, creed, color or national origin and that such labor union or representative either will affirmatively cooperate, within the limits of its legal and contractual authority, in the implementation of the policy and provisions of these non-discrimination clauses or that it consents and agrees that recruitment, employment and the terms and conditions of employment under this contract shall be in accordance with the purposes and provisions of these non-discrimination clauses. If such labor union or representative fails or refuses to comply with such a request that it furnish such a statement, the publisher shall promptly notify the State Commission for Human Rights of such failure or refusal.

- (c) The publisher will post and keep posted in conspicuous places, available to employees and applicants for employment, notices to be provided by the State Commission for Human Rights setting forth the substance of the provisions of clauses (a) and (b) and such provisions of the State's laws against discrimination as the State Commission for Human Rights shall determine.
- (d) The publisher will state, in all solicitations or advertisements for employees placed by or on behalf of the publisher, that all qualified applicants will be afforded equal employment opportunities without discrimination because of race, creed, color or national origin.
- (e) The publisher will comply with the provisions of Section 291-299 of the Executive Law and the Civil Rights Law, will furnish all information and reports deemed necessary by the State Commission for Human Rights under these

non-discrimination clauses and such sections of the Executive Law and will permit access to his books, records and accounts by the State Commission for Human Rights, the Attorney General and the Industrial Commissioner for purposes of investigation to ascertain compliance with these non-discrimination clauses and such sections of the Executive Law and Civil Rights Law.

- (f) This contract may be forthwith cancelled, terminated or suspended, in whole or in part, by the contracting agency upon the basis of a finding made by the State Commission for Human Rights that the publisher has not complied with these non-discrimination clauses and the publisher may be declared ineligible for future contracts made by or on behalf of the State or a public authority or agency of the State until he satisfies the State Commission for Human Rights that he has established and is carrying out a program in conformity with the provision of these non-discrimination clauses. Such findings shall be made by the State Commission for Human Rights after conciliation efforts by the Commission have failed to achieve compliance with these non-discrimination clauses and after a verified complaint has been filed with the Commission, notice thereof has been given to the publisher and an opportunity has been afforded him to be heard publicly before three members of the Commission. Such sanctions may be imposed and remedies invoked independently of or in addition to sanctions and remedies otherwise provided by law.
- (g) The publisher will include the provisions of clauses (a) through (f) in every subcontract or purchase order in such a manner that such provisions will be binding upon each subcontractor or vendor as to operations to be performed with the State of New York. The publisher will take such action in enforcing such provisions of such sub-contract or purchase order as the contracting agency may direct, including sanctions or remedies for non-compliance.



If the publisher becomes involved in or is threatened with litigation with a sub-contractor or vendor as a result of such direction by the contracting agency, the publisher shall promptly so notify the Attorney General, requesting him to intervene and protect the interests of the State of New York.

IN WITNESS WHEREOF, the parties hereto have signed this contract as of the first day of April, 1977.

THE NEW YORK LAW PUBLISHING COMPANY

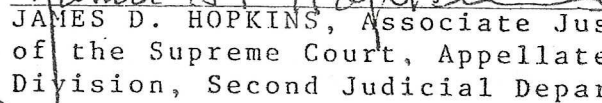
By:



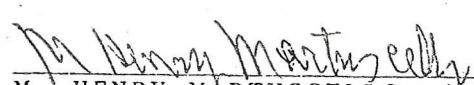
E. Lawrence Perkins, VP, Finance



FRANK A. GULOTTA, Presiding Justice  
Appellate Division of the Supreme  
Court, Second Judicial Department



JAMES D. HOPKINS, Associate Justice  
of the Supreme Court, Appellate  
Division, Second Judicial Department



M. HENRY MARTUSCELLO, Associate Justice  
Justice of the Supreme Court, Appellate  
Division, Second Judicial Department

*Henry J. Latham*

HENRY J. LATHAM, Associate Justice  
of the Supreme Court, Appellate  
Division, Second Judicial Department

*John P. Cohalan, Jr.*

JOHN P. COHALAN, JR., Associate  
Justice of the Supreme Court, Appellate  
Division, Second Judicial Department

*Charles Margett*

CHARLES MARGETT, Associate Justice  
of the Supreme Court, Appellate  
Division, Second Judicial Department

*Vincent D. Damiani*

VINCENT D. DAMIANI, Associate Justice  
of the Supreme Court, Appellate  
Division, Second Judicial Department

*Samuel Rabin*

SAMUEL RABIN, Associate Justice  
of the Supreme Court, Appellate  
Division, Second Judicial Department

*J. Irwin Shapiro*

J. IRWIN SHAPIRO, Associate Justice  
of the Supreme Court, Appellate  
Division, Second Judicial Department

*Vito J. Titone*

VITO J. TITONE, Associate Justice  
of the Supreme Court, Appellate  
Division, Second Judicial Department

Joseph F. Hawkins  
JOSEPH F. HAWKINS, Associate Justice  
of the Supreme Court, Appellate  
Division, Second Judicial Department

Jose A. Suozzi  
JOSE A. SUOZZI, Associate Justice  
of the Supreme Court, Appellate  
Division, Second Judicial Department

Milton Mollen  
MILTON MOLLEN, Associate Justice  
of the Supreme Court. Appellate  
Division. Second Judicial Department

Frank D. O'Connor  
FRANK D. O'CONNOR, Associate Justice  
of the Supreme Court, Appellate  
Division, Second Judicial Department

STATE OF NEW YORK )  
                          ) ss.:  
COUNTY OF NEW YORK )

On this 28<sup>th</sup> day of March, 1977, before me personally came  
E. LAWRENCE PERKINS, to me known, who being duly sworn, did  
depose and say that he resides in the County of Nassau, State of  
New York; that he is Vice President of Finance of The New York  
Law Publishing Company, the corporation described in and who  
executed the above instrument; that he knows the seal of said  
corporation; that it was so affixed by order of the Board of  
Directors of said corporation, and that he signed his name thereto  
by like order.

Nicholas DiTomasso  
Notary Public

NICHOLAS DITOMASSO  
Notary Public, State of New York  
No. 24-6046481  
Qualified in Kings County  
Commission Expires March 30, 1978

NOTICE OF ENTRY

Sir-Please take notice that the within is a (certified) true copy of a duly entered in the office of the clerk of the within named court on 19

Dated,

Yours, etc.,

**ABRAMS & SHEIDLOWER**

Attorneys for

Office and Post Office Address  
598 MADISON AVENUE  
NEW YORK, N. Y. 10022

To

Attorney(s) for

NOTICE OF SETTLEMENT

Sir-Please take notice that an order

of which the within is a true copy will be presented for settlement to the Hon.

one of the judges of the within named Court, at

19

at M.

Dated,

Yours, etc.,

**ABRAMS & SHEIDLOWER**

Attorneys for

Office and Post Office Address  
598 MADISON AVENUE  
NEW YORK, N. Y. 10022

To

Attorney(s) for

Index No. 3608-1979

Year 19

**SUPREME COURT OF THE STATE OF  
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**GEORGE SASSOWER,**

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**-against-**

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COMPANY,**

**Defendant.**

**FIRST RESPONSE OF DEFENDANT  
NEW YORK LAW PUBLISHING  
COMPANY, TO PLAINTIFF'S  
FIRST SET OF INTERROGATORIES**

**ABRAMS & SHEIDLOWER**

Attorneys for

Office and Post Office Address, Telephone  
598 MADISON AVENUE  
NEW YORK, N. Y. 10022  
PHONE: (212) 698-4200

To

Attorney(s) for

Service of a copy of the within  
is hereby admitted.

Dated,

Attorney(s) for