

relief is not an independent remedy. Furthermore, such Rule did not become effective until January 1989, and could not have justified Justice Fredman's award of sanctions premised on any conduct prior thereto. Nonetheless, Mr. Landau, succeeded in foisting upon me the cost of his rendition of totally unnecessary legal services both before and after the turnover date.

31. Mr. Landau's 1989 contempt proceeding was built on the blatant lie he repeats in his September 27, 1991 Affidavit that Mrs. Breslaw supposedly was obliged to expend substantial time and expense in her "long struggle to obtain her matrimonial file from Doris L. Sassower." Mr. Landau has successfully operated on the principle that a lie repeated often enough is accepted as true. In this case, Mr. Landau's lie was eagerly embraced and accepted by Justice Fredman because of his prejudice against me and his favor for Mr. Landau.

32. The transcript of the proceedings before J.H.O. Klein on April 20, 1988--more than a year before Mr. Landau brought his contempt proceedings before Justice Fredman--expose Mr. Landau's lie for what it is and show clearly there was absolutely no need for any "long struggle" or expenditure of any time or money by Mrs. Breslaw. Only Mr. Landau's oppressive, unprofessional behavior was responsible for that. My position was recorded on that date by the Court Reporter (Exhibit "5"):

DLS: "...because the amount involved was so relatively minor as compared to what is involved in his case and my former client's case,...it would be absurd to delay matters further by having a hearing which might as well be allocated for it and consume as much as three days.

It is just impractical and too costly to spend for example ten thousand dollars to fight a ten thousand dollar claim or to collect a ten thousand dollar claim.

It is too costly for me and certainly should not pay for Mr. Landau or his client to do that.

To eliminate that, I came to an agreement with him on Monday whereby I said I would not insist on my rights. I would not insist on my lien or my lien hearing and that I would make the turnover and defer the issue of my fees to the time when the case is ultimately settled or adjudicated.

Now, obviously I don't have to do that, but I was willing to do that. Agreeable to doing that as I say just in the interest of conserving time and resources both for myself and Mrs. Breslaw.

Now, the one thing I said was essential in that stipulation was that at a future time since he [Mr. Landau] is unwilling here and now to agree that my fees will in fact be paid at that later date, that I might still have to face the same kind of loss of time at a future time with another hearing, was at very least an issue that could be submitted on papers rather than having to return for a court appearance which would be otherwise required.

Obviously if one could do it on papers, one could do it at times that is more convenient than if one has to set aside court days to come to court.

Now, this was important both from my standpoint and for the experts involved who would otherwise have to attend.

Mr. Landau was still not willing to agree to that. To that reasonable request, and I ultimately agreed that if he would at very least permit the experts to submit on papers, that these experts who trusted me and my credit and did work in reliance on my assurances and their knowledge of me and my integrity and my commitment to them, that they would be paid even if I have to pay them. They know they will be paid. They are not going to be left hanging¹⁰.

¹⁰ In view of the assignments, duly signed by the two experts (Exhibit "4" to my cross-motion)--making their negotiation of my checks to them irrelevant--Mr. Landau, nonetheless, still finds it necessary to impugn my sworn statements by raising an issue as to whether such checks were cashed.

Mr. Landau has not denied or explained his failure to verify with the experts directly as to (a) whether or not they

I said at very least permit me the option of having their services set forth on papers so that when I come to court, if I have to come court, if I do not get paid as I believe I should be, then at very least I can spare those experts the necessity of spending their time which will then mean that it costs them as much as they would be asking for, perhaps, in order to come to court..."

33. Because Mr. Landau reneged on the stipulation which would have obviated a lien hearing, I, and my appraiser, were required to expend days devoted to such purpose. At the hearing of June 16, 1988 (Exhibit "7" hereto), the Court Reporter reported my position as follows:

DLS: "...any loss of time on this record to the matrimonial matter and any prejudice suffered thereby to Mr. Landau's client has been strictly within Mr. Landau's control and Mrs. Breslaw's choice.

What is involved here is a very minor amount of legal fees and disbursements that were incurred in connection with my representation of Mrs. Breslaw over a period of time.

Mr. Landau has been advising Mrs. Breslaw since, at least, late January [1988]. it is now June [1988]. He could have had, by my office, he could have had those files immediately turned over to him as he advised me. I offered them to him with an easy arrangement. I agreed to wait. I did not have to do that by law. I said I would wait for whatever was due, whatever was billed and which, incidentally, was far less than I was entitled to have billed her under the terms of my agreement. I gave her a great deal of consideration, a great deal of courtesy insofar as my charges were

received payment; and (b) whether they had assigned their rights to me or my firm.

Mr. Landau apparently has nothing better to do than to engage in this inane harassment of me, likewise burdensome to the Court. The fact that Justice Fredman permitted such profligate waste of judicial time and resources--which destroyed the Matrimonial Part--has apparently emboldened Mr. Landau to believe that other judges will allow permit such frivolous behavior--without sanction.

Annexed hereto as Exhibit "6" is the reverse side of each of the two checks whose face side was Exhibit "3" to my cross-motion.

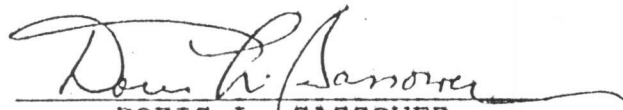
concerned and I was prepared to continue to extend her that courtesy although she had discharged me without cause and without the slightest justification. I offered to cooperate with her and to protect her because I felt she made a serious mistake.

The Court: "Make your point"

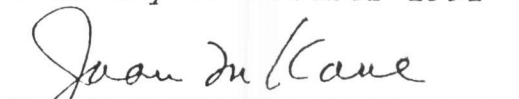
DLS: "The point is this, whatever consequences have ensued in the interim time are to be charged to Mr. Landau because he is the lawyer who should know what the situation is and what consequences may ensue, when he has no files and does not have all of these documents and all of the information that he needs to properly protect this woman, protect this woman from herself because she needs to be protected."

34. An objective evaluation of Mrs. Breslaw's financial settlement, the timing of it, and Mr. Landau's dilatory prosecution of the matrimonial action after he received the files from me, would show all too plainly that Mrs. Breslaw was not protected by Mr. Landau, but rather manipulated by him for his own ulterior motives--and those of Justice Fredman.

WHEREFORE, it is respectfully prayed that my cross-motion for the relief prayed for in my Notice thereof dated September 17, 1991 be granted in all respects, with costs.


DORIS L. SASSOWER

Sworn to before me this
11th day of October 1991


Notary Public

JOAN M. KANE
Notary Public, State of New York
No. 4818230
Qualified in Westchester County
Commission Expires 11-20-92

DLS

SUPREME COURT OF THE STATE OF NEW YORK
COUNTY OF WESTCHESTER

MILTON BRESLAW,

Plaintiff,

-against-

EVELYN BRESLAW,

Defendant.

111 Grove Street
White Plains, NY
April 20, 1988
9:30 A.M.

B E F O R E : HON. MARTIN B. KLEIN,
Judicial Hearing Officer

A P P E A R A N C E S :

DORIS L. SASSOWER, P.C.
Outgoing Attorney for the Defendant
50 Main Street
White Plains, New York 10601
BY: DORIS L. SASSOWER, ESQ.

BENDER & BODNAR, ESQS.
Incoming Attorneys for the Defendant
11 Martine Avenue
White Plains, New York 10601
BY: HARVEY LANDAU, ESQ.

CARBONE, KAZAZES AND ASSOCIATES
Rosemary Jeffrey Donnelly, Reporter
225 Mt. Pleasant Avenue
Mamaroneck, New York 10543

Vigliano's Exhibit C EPD
Exhibit "5" 5/21/90 mmc.

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2 his word, has decided to renege on
3 it. That's what it comes down to.

4 To tell me at the last minute I
5 should proceed to a hearing where the
6 fundamental, the heart of the
7 stipulation is obliterated by what he
8 is now proposing is simply ridiculous.

9 I had a right to rely on the
10 stipulation as was agreed to with him
11 on Monday. I gave him everything that
12 one could possibly want for a client
13 in a case where I am entitled by law
14 to be paid my outstanding balance
15 before turning over a file or have it
16 secured.

17 Neither one of which conditions
18 have been met, nor does Mr. Landau
19 propose to meet them.

20 Now, I decided simply because
21 the amount involved was so relatively
22 minor as compared to what is involved
23 in his case and my former client's
24 case, that it would be absurd to delay
25 matters further by having a hearing

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which might as well be allocated for it and consume as much as three days.

It is just impractical and too costly to spend for example ten thousand dollars to fight a ten thousand dollar claim or to collect a ten thousand dollar claim.

It is too costly for me and certainly should not pay for Mr. Landau or his client to do that.

To eliminate that, I came to an agreement with him on Monday whereby I said I would not insist on my rights. I would not insist on my lien or my lien hearing and that I would make the turnover and defer the issue of my fees to the time when the case is ultimately settled or adjudicated.

Now, obviously I don't have to do that, but I was willing to do that. Agreeable to doing that as I say just in the interest of conserving time and resources both for myself and Mrs.

1
2 Breslaw.

3 Now, the one thing that I said
4 was essential in that stipulation was
5 that at a future time since he is
6 unwilling here and now to agree that
7 my fees will in fact be paid at that
8 time, at that later date, that I might
9 still have to face the same kind of
10 loss of time at a future time with
11 another hearing, was at very least an
12 issue that could be submitted on
13 papers rather than having to return
14 for a court appearance which would be
15 otherwise required.

16 Obviously if one could do it on
17 papers, one can do it at times that is
18 more convenient than if one has to set
19 aside court days to come to court.

20 Now, this was important both
21 from my standpoint and for the experts
22 involved who would otherwise have to
23 attend.

24 Mr. Landau was still not
25 willing to agree to that. To that

1
2 reasonable request, and I ultimately
3 agreed that if he would at very least
4 permit the experts to submit on paper
5 that these experts who trusted me and
6 my credit and did work in reliance on
7 my assurance and their knowledge of me
8 and my integrity and my commitment to
9 them, that they would be paid even if
10 I have to pay them. They know they
11 will be paid. They are not going to
12 be left hanging.

13 I said at very least permit me
14 the option of having their services
15 set forth on papers so that when I
16 come to court, if I have to come to
17 court, if I do not get paid as I
18 believe I should be, then at very
19 least I can spare those experts the
20 necessity of spending their time which
21 will then mean that it costs them as
22 much as they would be asking for,
23 perhaps, in order to come to court.

24 The amounts involved for two
25 experts, one is \$3,300 for

DLS

SUPREME COURT OF THE STATE OF NEW YORK
COUNTY OF WESTCHESTER

MILTON BRESLAW

Plaintiff,

-against-

Index No.
2258786

EVELYN BRESLAW

Defendant.

June 16, 1988
111 Grove Street
White Plains, New York
10:45 A.M.

B E F O R E:

HONORABLE MARTIN B. KLEIN
Judicial Hearing Officer

CARBONE, RAZAZES & ASSOCIATES
DANIELLE M. LEO, Court Reporter
225 N. Pleasant Avenue
Mamaroneck, New York 10543
(914) 698-6011
(914) 381-4090

Exhibit "7"

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We will simply continue it at another time.

MS. SASSOWER: That would be when?

THE COURT: I don't know. We will decide tomorrow afternoon.

MS. SASSOWER: May I respond to Mr. Landau --

THE COURT: Yes, you may respond to Mr. Landau's statement.

MS. SASSOWER: In the first place, any loss of time on this record to the matrimonial matter and any prejudice suffered thereby to Mr. Landau's client has been strictly within Mr. Landau's control and Mrs. Breslaw's choice.

What is involved here is a very minor amount of legal fees and disbursements that were incurred in connection with my representation of Mrs. Breslaw over a period of time.

Mr. Landau has been advising Mrs. Breslaw since, at least, late January. It is now June. He could have had, by my office, he could have had those files immediately turned over to him as soon as he advised me. I offered them to him with an

1 easy arrangement. I agreed to wait. I did
2 not have to do that by law. I said I would
3 wait for whatever was due, whatever was
4 billed and which, incidently, was far less
5 than I was entitled to have billed her under
6 the terms of my agreement. I gave her a
7 great deal of consideration, a great deal of
8 courtesy insofar as my charges were
9 concerned and I was prepared to continue to
10 extend her that courtesy although she had
11 discharged me without cause and without the
12 slightest justification. I offered to
13 cooperate with her and to protect her
14 because I felt she made a serious mistake.

15 THE COURT: Make your point.

16 MS. SASSOWER: The point is this,
17 whatever consequences have ensued in the
18 interim time are to be charged to Mr. Landau
19 because he is the lawyer who should know
20 what the situation is and what consequences
21 may ensue, when he has no files and does not
22 have all of these documents and all of the
23 information that he needs to properly
24 protect this woman, protect this woman from
25 herself because she needs to be protected.

AFFIDAVIT OF SERVICE

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

ELENA RUTH SASSOWER, being duly sworn, deposes and says:

deponent is not a party to the action, is over 18 years of age and resides at White Plains, New York.

On October 11, 1991 deponent served the within: REPLY AFFIDAVIT

upon: Bender & Bodnar
11 Martine Avenue
White Plains, New York 10606

Evelyn Breslaw
11 Lynns Way
New Rochelle, New York 10805

Dranoff & Johnson
One Blue Hill Plaza
P.O. Box 1629
Pearl River, New York 10965-8629

by depositing a true copy of same in post-paid properly addressed wrappers in an official depository under the exclusive care and custody of the United States Post Office within the State of New York directed to said attorneys at the address last furnished by them or last known to your deponent.



ELENA RUTH SASSOWER

Sworn to before me this
11th day of October 1991



Notary Public

JOAN M. KANE
Notary Public, State of New York
No. 4818230
Qualified in Westchester County
Commission Expires 11-30-92