

# CENTER for JUDICIAL ACCOUNTABILITY, INC.\*

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July 1, 2014

TO: Records Access Officer for NYS Attorney General Eric T. Schneiderman

FROM: Elena Sassower, Director  
Center for Judicial Accountability, Inc. (CJA)

RE: FOIL REQUEST: Records Pertaining to the Attorney General's Approvals of Contracts for Services by:

- (1) Kasowitz, Benson, Torres, Friedman, LLP
- (2) Kirkland & Ellis, LLP
- (3) Loeb & Loeb, LLP

Enclosed is the "Justification for Contract between the New York State Assembly and Kasowitz Benson Torres Friedman LLP", together with pertinent pages of the August 2013 Contract, #C111945.

The Contract limits compensation for services to \$50,000. Paragraph S states:

"This agreement will not take effect until approved, in writing, hereon by the Offices of the Attorney General and State Comptroller of the State of New York."  
(underlining added).

Page 5 is a signature page for the parties, followed by a section entitled "APPROVED AS TO FORM", which has lines for the signatures of the Attorney General and Comptroller and for the dates thereof. These are each stamped. The Attorney General's stamp reads: "APROVED AS TO FORM NYS ATTORNEY GENERAL SEP 25 2013 Lorraine I. Remo LORRAINE I. REMO, PRINCIPAL ATTORNEY".

Paragraph J of the Contract states:

"The Assembly may, at any time, by written notice, make changes in or additions to work or services within the general scope of this contract upon the approval of the Office of the Attorney General and the Office of the State Comptroller. ..."  
(underlining added).

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\* **Center for Judicial Accountability, Inc.** (CJA) is a national, non-partisan, non-profit citizens' organization, working to ensure that the processes of judicial selection and discipline are effective and meaningful.

EX 20-9

Paragraph O of the Contract states:

“No waiver or modification of this Agreement or of any covenant, condition, or limitation herein contained shall be valid unless in writing, executed by the parties hereto, and approved by the Offices of the Attorney General and Comptroller of the State of New York ...” (underlining added).

Attached is a November 27, 2013 letter signed by the parties modifying Contract #C111945 by increasing compensation for services to \$350,000, together with a December 2, 2014 acknowledgment of firm or partnership pertaining thereto. Neither reflect approval of the Attorney General and Comptroller.

Paragraph D of the Contract states:

“The retained attorney or law firm will represent the New York State Assembly in judicial litigation related to the services to be provided under this agreement only when such services are specifically requested by the Assembly and approved by the Attorney General. Such approval must be requested separately for each matter to be litigated and must be received prior to the commencement of services.” (underlining added).

Pursuant to Public Officers Law, Article VI [Freedom of Information Law (F.O.I.L.)], request is made for:

- (1) all publicly-available records pertaining to the “Justification for Contract”, including the names of the “Several law firms” which were contenders for the Contract and their supporting proposals/memos, if any;
- (2) all publicly-available records establishing the Attorney General’s approval of Contract #C111945, pursuant to Contract paragraph S;
- (3) all publicly-available documents establishing the Attorney General’s approval of the November 27, 2013 modification – and of any further modifications – pursuant to Contract paragraphs J and O;
- (4) all publicly-available documents reflecting the Attorney General’s approvals of the “specifically requested” authorizations for “judicial litigation related to the services to be provided under this agreement” which the Assembly was required to have “requested separately for each matter”, pursuant to Contract paragraph D – most importantly, for the declaratory judgment action against the Commission to Investigate Public Corruption, whose verified complaint, dated November 22, 2013, was filed on that date in Supreme Court/New York County (#160941/2013).



Presumably, the Attorney General and Comptroller were required to approve comparable contracts for the New York State Senate and Kirkland & Ellis, LLP and for Temporary Senate President Jeffrey Klein and Loeb & Loeb, LLP. Pursuant to FOIL, request is made for:

- (5) copies of the contracts for the Senate and Kirkland & Ellis, LLP and for Temporary Senate President and Loeb & Loeb, LLP, including "Justifications" and supporting proposals/memos, approved by the Attorney General;
- (6) such modifications of the contracts as the Attorney General approved;
- (7) the Attorney General's approvals of the separately-requested authorization of judicial litigation "for each matter", most importantly, for the declaratory judgment action against the Commission to Investigate Public Corruption, whose verified complaint, dated November 22, 2013, was filed on that date in Supreme Court/New York County (#160941/2013).

Pursuant to Public Officers Law §89.3, your response is required "within five business days" of your receipt of this request. I would appreciate if you e-mailed it to me at [elena@judgewatch.org](mailto:elena@judgewatch.org).

Thank you.



Enclosures:

- (1) "Justification for Contract", with Contract pp. 1-5, Appendix A pp. 1-3
- (2) November 27, 2013 letter amending Contract,  
with Acknowledgment of Firm or Partnership