

**FILED**  
MAY 10 2005  
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**IN THE UNITED STATES DISTRICT COURT  
FOR THE NORTHERN DISTRICT OF ILLINOIS  
EASTERN DIVISION**

**MICHAEL W. DOBBINS  
CLERK, U.S. DISTRICT COURT**

**UNITED STATES EQUAL EMPLOYMENT  
OPPORTUNITY COMMISSION,**  
  
**Plaintiff,**  
  
v.  
  
**SIDLEY AUSTIN BROWN & WOOD,**  
  
**Defendant.**

**Civil No. 05 cv 0208**  
  
**Judge Zagel**  
**Magistrate Ashman**

**PLAINTIFF EEOC'S LOCAL RULE 56.1 STATEMENT OF UNDISPUTED FACTS**

1. In December of 1999, the Chicago Lawyer newspaper reported that "Sidley & Austin targets equity status and retirement age." Mark Schauerte, *Sidley & Austin Targets Equity Status and Retirement Age*, Chicago Lawyer, December 1999, attached as Exhibit A.
2. According to the same article, Defendant's actions involved: 1) "requir[ing] attorneys to retire between the ages of 60 and 65, rather than at age 65;" and 2) stripping some of Defendant's partners of their equity status. *Id.*
3. The chairman of Defendant's executive committee, Mr. Thomas Cole, described the affected partners as "nearly 20 older attorneys and a smaller number of younger attorney partners." *Id.*
4. On October 18, 1999, Crain's Chicago Business newspaper reported that "Sidley & Austin has changed its retirement age from 65 to a policy under which retirement is expected between ages 60 and 65 . . . . As a result, nearly 20 older partners are being offered senior counsel status . . . ." Crain's Chicago Business, October 18, 1999 (emphasis added), attached as Exhibit B.
5. The American Lawyer newspaper said that the change in partner status was part of a strategic plan announced at the annual partners meeting on October 13, 1999. Laura Pearlman, *Thinning The Ranks at Sidley*, American Lawyer, Dec. 1999, attached as Exhibit C.
6. The American Lawyer also reported that "The affected partners, who are mostly in their mid-fifties and early sixties, will lose their equity status as of January 1, according to

managing partner Charles Douglas.” *Id.*

7. In that article, Chairman Douglas was reported as explaining “that his firm’s strategy will expand opportunities for younger partners and associates, as senior partners transfer their work to them. To encourage this youth movement, the firm also lowered its retirement age from 65 to a flexible 60-65.” *Id.*
8. In a letter to Defendant’s clients published on the firm’s Internet website, Co-Chairmen Cole and Douglas said that “the theme of all of these changes was the creation of opportunity for our younger lawyers.” Letter from Executive Committee Chairman Thomas A. Cole & Management Committee Chairman, Charles W. Douglas to Our Clients, Alumni, Colleagues and Friends (April 5, 2000), attached as Exhibit D.
9. On July 5, 2000 the EEOC served Defendant with a letter informing Defendant that “the Commission is investigating your organization in order to determine its compliance status with the ADEA.” See Exhibit E, Declaration of John P. Rowe at Attachment 1.
10. That July 5, 2000 letter was accompanied by a Request for Information (“RFI”) seeking information about “all demotions, terminations, changes in status, and changes in retirement policy, which were decided upon, announced, implemented, or occurred at [Defendant] between June 1, 1999 and December 31, 1999” and specifically requested information about the retirement age for partners and the demotion of partners. See Exhibit E Declaration of John P. Rowe at Attachment 2.
11. EEOC received a confidential complaint of age discrimination in connection with Sidley’s decision to demote partners to counsel and senior counsel in or about October of 1999. See Exhibit E, Declaration of John P. Rowe, ¶ 4c.
12. One of the affected partners contacted the Commission – without informing the Commission of his name – and requested that the EEOC look into his demotion from partner status at Defendant. See Exhibit E, Declaration of John P. Rowe, ¶ 4d.
13. Along with a letter, in January of 2000, the confidential complainant provided the EEOC with a copy of the firm’s partnership agreement. See Exhibit E, Declaration of John P. Rowe at Attachment 3.
14. Three months later, in March of 2000, the same affected partner sent another letter addressing whether partners are properly regarded as employees for purposes of the ADEA. See Exhibit E, Declaration of John P. Rowe, Attachment 4.
15. An additional letter listing all of Defendant’s lawyers by practice group and age followed in December of 2000. See Exhibit E, Declaration of John P. Rowe, Attachment 5.
16. According to the December 2000 letter, “There were 15 practice groups firmwide in which a partner was demoted to senior counsel. In 12 of these groups, the oldest partner,

or the oldest group of partners, was demoted.” Id.

17. One of the partners who was demoted, David Alan Richards, came forward to the EEOC and gave testimony under oath on May, 17, 2002 during EEOC’s investigation. See Exhibit E, Declaration of John P. Rowe, Attachment 6.
18. On July 14, 2004, EEOC issued its Letter of Determination (“LOD”) finding there is reasonable cause to believe that Defendant violated the ADEA by demoting partners to counsel and senior counsel status in or about October of 1999 and by maintaining a mandatory retirement age. See Exhibit E, Declaration of John P. Rowe, Attachment 7.
19. Conciliation discussions between the parties did not result in an agreement, and on September 29, 2004, the EEOC issued to Defendant a Notice of Failure of Conciliation. See Exhibit E, Declaration of John P. Rowe, Attachment 8.

Respectfully Submitted,

Laurie S. Elkin

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May 10, 2005

# EXHIBIT A

# Sidley & Austin targets equity status and retirement age

Chicago Lawyer  
December, 1999

by Mark Schauerle

**S**idley & Austin has de-equitized up to 33 partners and has lowered the firm's retirement age.

"We are reacting to an increasingly competitive environment," said Thomas A. Cole, chairman of Sidley's 30-member executive committee.

The demotions were "something that the firm's executive committee had considered for several months before this took place," said Charles W. Douglas, chair of the management committee, which oversees day-to-day operations. Cole said the executive

committee decided in early October to require attorneys to retire between the ages of 60 and 65, rather than at age 65.

"The right answer between 60 and 65 will depend on the individual and the practice area," Cole said.

Estimates of the number of partners losing equity status varied. Cole said the number was "nearly 20 older attorneys and a smaller number of younger partners."

Others said 18 or 19 attorneys in their mid- to late 50s and early 60s were switched from partner to senior counsel, and 13 or 14 younger Sidley capital partners were demoted to of counsel, effective Jan. 1, 2000.

One Sidley attorney described the younger partners affected as "people who were high quality lawyers but not doing everything expected of a partner."

One effect of the demotions will be to funnel more money to remaining equity partners, a former partner said.

Partners' compensation at Sidley is determined by a mix of "guarantees" and "units," the ex-partner explained.

"Guarantees" represent a set amount of money the attorney would receive, while "units" represent how much of the firm's annual profits a partner will get. The number of units per partner varies.

Over time, the guarantees disappear, and the partner becomes fully "unitized," depending solely on his or her share of the firm's profits.

The attorney said the firm has a finite number of units; therefore, the demotions will free more "units" for distribution among fewer partners.

New compensation packages arranged for attorneys who lost

their equity status will be re-evaluated in mid-2001, several sources said.

Sidley leaders announced the changes in general during an Oct. 13 partnership meeting in Chicago.

a senior Sidley partner said. Another attorney said that individuals affected were informed individually during a two-week period following the partnership meeting.

Non-partners learned of the decisions at a meeting held in the Chicago offices later in October.

Douglas refuted speculation that Sidley may be merging with another law firm.

"There is no merger planned, contrary to any rumors you might have heard out there," Douglas said. "There isn't."

"If you went back a generation, Sidley was known as one of the best firms in Chicago. In this last generation we have embarked on becoming one of the best firms in the country."

"Over the next generation what we expect is to be known as one of the best law firms globally," Douglas said the firm already has in

excess of 50 attorneys in its London office.

Douglas was asked whether the changes were to prepare Sidley to merge with or form an alliance with a Big Five accounting firm.

"We haven't seriously considered that," Douglas said.

Douglas: "Over the next generation

what we expect is to be known as one of the best law firms globally."

Sidley is the second largest law firm in Chicago, with about 425 in its Chicago offices and nearly 900 attorneys worldwide. \*

Staff writer Kate Marquess contributed to this story.



Charles W. Douglas

Cole: "We are reacting to an

increasingly competitive

environment."

## EXHIBIT B

R A N D O M W A L K

# Chat room chatters question an 'insider'



VISITORS TO THE YAHOO MESSAGE BOARD of Northbrook-based Allstate Corp. have been treated to a little intrigue lately.

Mixed in with the usual stock speculation, ramblings of disgruntled agents and retorts from anonymous managers is controversy over the identity of the "MKA."

This frequent and much-read Allstate poster claims to know insider maneuvers at the insurance company, making predictions that are occasionally on target—enough so to draw intense scrutiny by other message board regulars.

The flap over MKA shows the strange dimensions that water-cooler gossip takes on in cyberspace, and illustrates why investors (and reporters) are foolish to give much credence to these anonymous messages.

MKA, who also uses the ID "managementkickass," claims to track Allstate management's moves from the insurer's mail room—and as a "Kelly" girl hired by my manager to do his work."

But "macsog6970" set the Allstate board abuzz in September by alleging that MKA was also "Doc Sempel," who "roams from board to board applying a variety of disruptive tac-

tics. He poses as a College Professor, an Insurance Executive, a Psychiatrist, an Oil Baron from Hong Kong, etc."

Indeed, a Doc Sempel used to chime in on Allstate matters periodically and still appears frequently on technology company message boards, signing missives "Professor Walter Sempel, PhD (Princeton)" or just "Walter."

(For the record, New Jersey-based Princeton University doesn't list Walter Sempel as a faculty member.)

This bombshell prompted other board members to make similar revelations about MKA, and to uncover tiny, telltale errors in his or her missives—such as where Allstate's company cafeteria is housed.

"You are not even a good fake," one wrote. "My guess is you once had a minor function at Allstate."

MKA's coy response to the controversy: "Can't a poor little hat-check girl make a living in the mail room?"

The foolery doesn't end there. A search of other Yahoo! message boards turns up allegations that macsog6970 also posts under a host of other IDs, including biotechking, Rambo SNRS and Simple Pimple. The whistle-blower: none other than Doc Sempel.

*Continued from Page 1*  
chairman of the MEC negotiating committee, whose style, like that of current union chief Michael Glawe, is less confrontational.

## LAW FIRMS

**Sidley, Sonnenschein thin partner ranks**

► Two leading downtown law firms are paring back their partner ranks. Sidley & Austin has changed its retirement age from 63 to a policy under which retirement is expected between ages 60 and 65, says Thomas A. Cole, chairman of the executive committee of the 400-partner firm. As a result, nearly 20 older partners are being offered senior counsel status—equivalent to non-equity partner—sources say. Some of the firm's younger partners are being offered counsel status. Meanwhile, Sonnenschein Nath & Rosenthal confirms that it is offering a "change in status" to some equity partners, Chairman Duane Quattini confirms. Sources say between 20 and 25 of the firm's nearly 170 equity partners will be affected.

## RESTAURANTS

**Pan-Asian Big Bowl to expand**

► Chicago-based Lettuce Entertain You Enterprises (LEE) Inc. plans to open at least four Big Bowl Cakes in the next year, starting with a location in Reston, Va. The expansion effort is a joint venture with Dallas-based Brinker International Inc., which in 1995 acquired LEE's Maggiano's Little Italy and Corner Bakery concepts in a stock deal valued at \$73.5 million. LEE operates three Big Bowl eateries in the Chicago area and one in Minneapolis.

## ILL. COMMERCE COMMISSION

To review GTE-Bell Atlantic merger

## L A T E N E W S

Harvey, is moving its headquarters and manufacturing facility 17 miles to Monee, a company spokeswoman said. Whiting last week rejected a competing bid from Indiana economic development officials to relocate operations to Portage. The company expects to have all 250 workers moved to the new plant by October 2000.

## FRUIT OF THE LOOM

**Hires NY recruiter for CEO search**

► Fruit of the Loom Inc. hired New York-based executive recruitment firm Herbert Mines Associates Inc. to search for a new CEO to replace William F. Farley, who stepped down during the summer, a top company executive confirmed. Dennis Bookshier, acting CEO since late August, is among the candidates being considered for the job. Among those considered in a separate search to fill Fruit's vacant chief operating officer slot is John B. Holland, its former president and COO, who last week rejoined the company as a consultant to Mr. Bookshier. Herbert Mines expects to land a candidate by yearend.

## SBC COMMUNICATIONS

**Wright tapped to head Ameritech Illinois**

► SBC Communications Inc. began reshaping Ameritech Corp.'s regulatory and governmental affairs team last week, following the Texas company's acquisition of the Midwest phone company. Josef Wright, 45, a 12-year Ameritech veteran, was named Friday to replace Douglas L. Whitley, 49, as president of Ameritech Illinois. Ms. Wright, formerly vice-president of procurement and property services, will report to Barry K. Allen, 51, an executive vice-president who was named Ameritech Corp. president last week, following CEO Richard Notebaert's retirement. Mr. Allen oversees external affairs for Ameritech's five

## EXHIBIT C



The American Lawyer  
December, 1999

insists that it was "absolutely not a conflict" for K&S to handle GAAF's submissions to Congress, even though its own partners were members of the group un-

Bell for delivering a fuller report," he told the *Journal-Constitution* in November. His opinion of the earlier letter, written by Bell's partners, was less flattering:

Three members of the  
Olympic bid committee had been  
King & Spalding partners, but  
managing partner Ralph Levy says  
there is "absolutely not a conflict."

der scrutiny. He likens the situation to a law firm representing a corporation while a partner sits on the company's board.

Representative Fred Upton (R-Michigan), the chairman of the Commerce subcommittee on oversight and investigations, was evidently satisfied with Bell's remedial letter. "I give credit to

"The first report was not complete. It was not anywhere complete."

Partners Sibley and Shaffer did not return phone messages. A call to Bell was returned by his secretary, who said, "He's not giving any more interviews about the Olympics. He says that, as far as he's concerned, that story's over."

—ROGER PARLOFF

NIGHTMARE  
ON  
WALL STREET



"When people are nervous, they panic. You can't sit on the sidelines and wait for the 25 lawyers to go away. You have to keep coming back."

—Charles Galtner,  
partner Robert  
Tennant,illo on Law  
Group Strategic  
Specialist will remain  
in the firm, despite the  
loss of legal staff  
members.

—Heather Timmons,  
*The Daily Deal*

THINNING THE  
RANKS AT SIDLEY

**F**OR A GLOBAL law firm, being competitive these days requires a lean, mean profit machine. And that means culling the herd to make way for younger, more active rain-makers. This fall, Chicago's Sidley & Austin took a bold step in that direction, announcing that it will demote about 20 of its equity partners to counsel and senior counsel positions.

The decision to strip equity from 8 percent of the firm's approximately 260 equity partners is part of a strategic plan that was announced at the annual partners meeting on October 13. The affected partners, who are mostly in their mid-fifties and early sixties, will lose their equity as of January 1, according to managing partner Charles Douglas. Older partners will be given the title of senior counsel; more junior partners will become counsel. They'll receive a guaranteed income, and will get their capital contributions back. Douglas says that he can't quantify how much their compensation would change; the firm has several compensation tiers, and most partners receive a mix of equity and guaranteed income. Last year Sidley's equity partners made an average of \$575,000, according to the Am Law 100 survey.

Sidley isn't the only firm to trim its equity ranks of late. In September, Chicago's Sonnenschein Nath & Rosenthal "offered" a change in status to roughly 25 of the firm's 170 equity partners. Those lawyers will be called special partners or non-equity partners. "The profession continues to change," says Sonnenschein chair-

man Duane Quaini. "It's important to keep up."

Sidley's Douglas explains that his firm's strategy will expand opportunities for younger partners and associates, as senior partners transfer their work to them. To encourage this youth movement, the firm also lowered its retirement age from 65 to a flexible 60-65. The firm denies that the strategy discriminates against older lawyers, and says that the change in status was targeted at a lawyer's activity, not age.

Law firm consultants aren't surprised. "This is an indication of what it's taking for major firms to remain successful," says James Wilber of Altman Weil, Inc. Wilber says this kind of demotion isn't unusual, though it generally takes place quietly without a change in title. Boosting the profits-per-partner numbers, say consultants, makes a firm more attractive to a potential merger candidate. Both Douglas and Quaini say that their plans were not part of a merger strategy.

One former Sidley partner says that he understands the firm's motivation, but the change in title must "really hurt." He wonders why the firm could not have allowed the demoted lawyers to continue to call themselves partners. "This [change in title] affects your relationship with clients," he says.

But the business world can be cruel. "Of course they're disappointed," says Sam Roberts, a headhunter at New York's Mestel & Company who says he's spoken to partners in Sidley's New York office who were affected. "[But] it's not about being nice; it's about the numbers."

—LAURA PEARLMAN

## EXHIBIT D

**SIDLEY & AUSTIN**  
**A PARTNERSHIP INCLUDING PROFESSIONAL CORPORATIONS**

DALLAS  
LOS ANGELES  
NEW YORK  
WASHINGTON, D.C.

BANK ONE PLAZA  
10 SOUTH DEARBORN STREET  
CHICAGO, ILLINOIS 60603  
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FACSIMILE 312 853 7036

HONG KONG  
LONDON  
SHANGHAI  
SINGAPORE  
TOKYO

FOUNDED 1866  
[www.sidley.com](http://www.sidley.com)

April 5, 2000

To Our Clients, Alumni, Colleagues and Friends:

By any measure, 1999 was a remarkable year. The accelerated pace of the development of the New Economy, the globalization of our clients and the changes in the legal profession itself make these truly exciting times. More importantly, these same factors have created enormous opportunities for client service and professional satisfaction and led to a record year with Firm revenues approaching \$450 million.

We wanted to share with you news of the year past and perspectives on the year ahead.

**The Full Service Firm**

We continue to pursue a strategy of being a "full-service firm" which also has the capacity to handle the most critical bet-the-company litigation and the most complex strategic and capital market transactions. The breadth and depth of our experience and our commitment to highly responsive client service led to our ranking as fourth in "Who Represents Corporate America" (*National Law Journal*, November 15, 1999).

We believe that the range of services we are able to provide makes us more valuable to our clients and makes the practice of law a more diverse and enjoyable experience for our lawyers. Further, it is the range of available know-how within the Firm which makes our big case and big deal lawyers even more effective.

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**The New Economy**

Moreover, our capacity to provide a full range of services enables us to serve clients — well-established companies and start-ups alike — in addressing issues of the New Economy. Technology and e-commerce companies certainly need advice on Cyberlaw. That we can provide. But these clients also need to draw upon traditional corporate and securities lawyers (for private equity and venture capital, tracking stocks, IPOs, strategic alliances and M&A), litigators (intellectual property, employment and antitrust) and regulatory lawyers (financial institutions and other). Indeed, our immigration and executive compensation experts have obvious contributions to make in this area, as will our trusts and estates lawyers.

Our lawyers are helping raise initial capital for startups as a growing number of entrepreneurs and small companies have turned to Sidley & Austin. We handled intellectual property matters and bank regulatory matters for NextCard, and satellite and launch agreements for Teledesic, and we represented RadioWave.com, BroadcastSpots.com, DigitalCars.com and Edmunds.com in private equity financings.

On the investor side, we represented idealabs! Capital Partners in its investment in HandShake.com; Tribune Company in its investments in VarsityBooks.Com, iExplore.Com, Legacy.com and Food.Com; New World Ventures in its investments in iLink Global, Eppraisals.com and GreenTravel.com; KB Partners in its investment in Dynamic Trade; and Svoboda, Collins in its investment in Orbit Commerce. The London office has a special focus on the e-commerce and internet markets and has acted for financial institutions and Internet businesses from plcs to embryo operations. During 1999 our London corporate group advised J.H. Whitney & Co. in its \$20 million private equity investment in leading pan-European internet incubator, Antfactory Holdings, and advised gameplay.com plc on its £13 million investment by British Sky Broadcasting Limited.

We advised in the successful IPOs of Quotesmith.com, operator of the largest insurance price comparison service on the Web; OneSource Information Services, Inc., a Web-based business and financial information provider; and Inforte, an e-business solutions consultant. In e-commerce M&A transactions, Sidley & Austin represented First Data Corporation in its investment in iMall, Inc. and the subsequent \$460 million merger between iMall and Excite@Home. We represented Eagle Point Software Corporation in its acquisition of Surveyors Module International, and Tellabs in its \$35 million acquisition of DSP Software Engineering and its \$300 million acquisition of Salix Technologies.

Our e-commerce litigators won dismissal of a class action suit against Microsoft Corporation and Microsoft Network, LLC, involving the enforceability of the on-screen membership agreement that appears during MSN service sign-up. We also

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successfully defended Microsoft against allegations that FoxPro, a database software development tool, contained computer code that was Y2K non-compliant. In addition, we are handling important software cases for such companies as AT&T and RealNetworks.

### Globalization

To some in our profession, the excitement of the New Economy has eclipsed globalization as an imperative. We disagree. The ultimate outcome of the New Economy is even greater globalization of business, and we intend to be where our clients need us — the key commercial and financial centers of Europe and Asia — to provide top quality U.S. and U.K. legal advice.

We ended 1999 with our substantial office in London (the fourth largest U.S. law office in London, with 59 lawyers, mostly U.K. solicitors) and four offices in Asia — Singapore, Tokyo, Hong Kong and (yes, we finally got licensed in 1999) Shanghai.

The London office advised Morgan Stanley International in its \$583 million commercial mortgage-backed securitization, one of the first of its kind in Europe. The deal was unique and highlighted our ability to offer legal and transaction expertise in the U.S. and Europe. Our London lawyers also advised Morgan Stanley International in its £183 million securitization of two portfolios of public houses owned by Ushers of Trowbridge and Alehouse Limited. Our London lawyers' biggest deal of the year involved acting for Cabot Square Capital (part of Credit Suisse First Boston) and Dresdner Bank in the acquisition of a majority stake in the Avebury Group with equity and debt capital injections and the acquisition of debt interests and receivables from a portfolio of more than 700 U.K. public houses.

Our Singapore lawyers represented Credit Suisse First Boston in the restructuring of the Malaysian Company, Aokam Perdana Berhad ("APB"), which had filed for insolvency protection in 1998. The holders of APB's eurobonds became the owners of 83% of APB's equity, making the restructuring the first-ever bondholder takeover in Asia of a distressed company. This deal was designated as the Restructuring Deal of the Year by the International Financial Law Review published in March 1999.

Our lawyers in Hong Kong advised FedEx on the establishment of a joint venture in Beijing which will provide express delivery services. This is FedEx's first investment in China and will become the main vehicle through which China is integrated into the worldwide FedEx network. Our lawyers in Asia also advised Hong Kong To To Le Food (Group) Co., Ltd., a Bermuda company, in the \$60 million sale of 80% of To To Le's equity interest in two Chinese joint ventures to Nestlé. Sidley & Austin advised

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Asian Environmental Development Limited ("AEDL") in a \$50 million private equity placement to Keppel Fel. AEDL is a startup engaged in developing and constructing solid waste incinerator plants in China on a BOO/BOT basis. We advised a Japanese consortium led by The Fujitsu Ltd. in its acquisition of the NetLock business in California from Sterling Software, and the subsequent sale of a 10% stake for \$15 million to Hikari Tsushin, a leading Japan-based internet investment fund.

### **Big Cases**

Turning to litigation matters, Sidley & Austin recently achieved a significant victory on behalf of the State of Missouri in the United States Supreme Court. In a 6-3 decision, the Court held, in *Nixon v. Shrink Missouri Government PAC*, that Missouri's limits on individual contributions to political candidates prevented corruption and did not violate free-speech rights under the First Amendment.

We are awaiting decisions in six additional Supreme Court cases:

- *Brzonkala v. Morrison*, involving the constitutionality of the Violence Against Women Act
- *Vermont Agency of Natural Resources v. Stevens*, involving whether the Constitution gives private individuals standing to sue for fraud against the government under the False Claims Act
- *Pegram v. Herdrich*, involving whether an HMO may provide physicians with financial incentives to provide medical care in a cost-effective manner
- *Carmell v. Texas*, involving whether the retroactive application of the rules of evidence in a criminal case violates the Ex Post Facto Clause of the Constitution
- *Norfolk Southern Railway Company v. Shanklin*, involving the liability of railroads for allegedly inadequate grade crossings
- *Marathon Oil Company v. U.S.*, on whether the federal government, after accepting consideration from a government contractor, must pay restitution to the contractor when subsequent government action bars the government from performing its contractual obligations

The Firm has represented G. D. Searle & Co., a unit of Monsanto Company in *In re Brand Name Prescription Drugs Antitrust Litigation*. After 17 of the original 22 manufacturer defendants settled with the class, paying more than \$700



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million, Searle proceeded to trial in late 1998 in the face of a damage claim in excess of \$1 billion. After 10 weeks of trial, the district court directed a verdict in favor of Searle and the few other remaining defendants. The Firm successfully defended the subsequent appeals and continues to represent Searle in more than 150 different price-fixing and price discrimination cases brought by more than 5,000 opt-out plaintiffs.

Lawyers in all our major offices regularly work for four of the Big Five accounting firms and for other major professional services firms. We routinely defend them against professional liability, securities-related, and other claims, as well as working on an array of employment and transactional matters. For one of our accounting clients, in the first six months of 1999, we successfully resolved five significant lawsuits, winning summary judgment on all counts in the largest of these cases and resolving the others on favorable terms, based on successful management of the pretrial phases of litigation.

Sidley & Austin served as co-counsel on behalf of Glendale Federal Bank in the damages trial in which the U.S. Court of Federal Claims awarded Glendale nearly \$909 million, one of the largest judgments ever assessed against the federal government. Earlier, when the case had come before the U.S. Supreme Court, Glendale retained Sidley & Austin to assist in the briefing, and we won a 7-2 decision upholding our client's breach-of-contract claim.

We represented AT&T in a closely-watched case in the Ninth Circuit, concerning whether the City of Portland and the nation's 30,000 other local cable franchising authorities may impose "open access" requirements on cable systems. We are also representing AT&T in its appeal in the federal appeals court of the FCC's decision to allow Bell Atlantic to offer long-distance service in New York, on the ground that Bell Atlantic has failed to open its local network sufficiently to competitors.

In 1999, the Firm successfully defended Armour Pharmaceutical Company in a lengthy product liability jury trial in Louisiana, successfully represented Rollins Inc. in a contentious toxic tort case in Iowa, and began the defense of a major chemical company involved in a multi-party, complex case arising out of an explosion in Massachusetts in which a number of individuals were killed or burned.

Our client, IBP, inc., prevailed in a four-year antitrust battle with the U.S. Department of Agriculture. The USDA claimed that IBP had violated the Packers and Stockyards Act by entering into an innovative agreement with a group of feedyards in Kansas to buy fed cattle. The USDA's theory had the potential of invalidating billions of dollars in livestock procurement contracts. An administrative law judge found for IBP on all grounds, and when the case was appealed, the Eighth Circuit upheld IBP's agreement.

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On behalf of the American Bar Association, our lawyers persuaded the California Court of Appeals to affirm the dismissal of two cases involving the quality of education at an ABA-accredited law school. Sidley & Austin secured a major victory for Artisan Entertainment, Inc, which was sued for alleged breaches of the directors' fiduciary duties in the 1997 acquisition of Artisan by Bain Capital, Inc. We persuaded the Delaware Chancery Court to grant summary judgment before trial, and then successfully defended this decision before the Delaware Supreme Court.

### **Big Deals**

At the start of 1999, it seemed hard to believe that our merger and acquisition activity would surpass 1998's superb results. But last year our global M&A activity hit record levels. Securities Data Company credited the Firm with 87 M&A deals valued at an aggregate of more than \$27 billion, ranking us 12th (in a tie) in terms of number of deals. In fact, Sidley & Austin advised in several deals which were valued at more than \$1 billion each:

- Starwood Hotels & Resorts, \$3.9 billion conversion from a REIT to a corporation.
- Jacor Communications Inc.'s \$6.6 billion acquisition by Clear Channel Communications.
- Lucent Technologies Inc.'s \$1.48 billion acquisition of Kenan Systems Corporation.
- Commonwealth Edison's \$4.8 billion sale of 16 power plants.
- Starwood Financial Trust's \$1.6 billion acquisition of TriNet Corporate Realty Trust, Inc. (we represented Starwood Capital Group, LLC, the largest shareholder of Starwood Financial.)
- First Data Investor Services Group, Inc.'s \$1.1 billion acquisition by PNC Bank Corp.
- KPMG LLP's spin-off of its global management and information technology business (KPMG Consulting Inc.) and KPMG Consulting Inc.'s receipt of a \$1 billion investment by Cisco Systems.
- General American Life Insurance Co.'s \$1.2 billion acquisition by Metropolitan Life Insurance (we were counsel for the Missouri Department of Insurance, the administrative supervisor for General American).



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- Pittway Corporation's \$2.2 billion acquisition by Honeywell (we represented the Harris family, the controlling owners of Pittway).

Several securities issues in which Sidley & Austin advised merit a mention. We advised Zell/Chilmark Fund LP, the selling stockholder in Clear Channel Communications, Inc.'s \$1.09 billion common stock offering; Concord EFS, Inc. in a \$1.2 billion offering of common stock; Morgan Stanley Capital I Inc. in a debt offering of \$1.06 billion; Household Finance Corp. in its \$7.5 billion offering of medium-term notes; and Consec Inc. in its \$3.1 billion offering of medium-term notes.

1999 was another successful year for the Sidley & Austin securitization practice. The Firm represented a variety of issuers, underwriters, managers and credit enhancers in securitization transactions involving over \$78 billion of securities, including commercial paper (over \$32.5 billion), commercial mortgage-backed securities (over \$15.5 billion), collateralized bond obligations and collateralized loan obligations (over \$12 billion), synthetic securities and structured swaps (over \$11 billion) and an assortment of other asset-backed securities involving, among other assets, residential mortgages, equipment leases, automobile receivables, credit card receivables, small business loans, student loans and corporate bonds. Of particular note, the Firm represented: WestDeutsche Landesbank in the creation of a \$6 billion multi-seller commercial paper conduit; Dresdner Bank in the creation of a \$4 billion multi-seller commercial paper conduit; Rabobank in the creation of a \$3 billion U.S. arbitrage conduit investing in ABS and MBS; Lehman Brothers Inc. and Goldman, Sachs & Co. in the underwriting of a commercial mortgage securitization of over \$2 billion; Canadian Imperial Bank of Commerce in the underwriting of a CBO/CLO transaction of approximately \$2 billion; DG Bank in the creation of a \$2 billion multi-seller commercial paper conduit; Lehman Brothers Inc. and various affiliates in the issuance and underwriting of a commercial mortgage securitization of over \$1.5 billion; Lucent Technologies International Inc. in connection with the issuance of approximately \$1.3 billion of commercial paper backed by foreign trade receivables; Donaldson, Lufkin & Jenrette Securities Corporation and various affiliates in the issuance and underwriting of two separate commercial mortgage securitizations of over \$1 billion each; and Morgan Stanley Incorporated in a commercial mortgage securitization of approximately \$1 billion.

#### **Firm Management**

In 1999, Chuck Douglas succeeded Eden Martin as chairman of the Management Committee. Chuck joined Tom Cole, who had succeeded Bob McLean as chairman of the Executive Committee in 1998. Tom and Chuck began their collaboration in the leadership of the Firm under a governance structure which allows each to continue to practice essentially full time while they address strategic/policy and operating issues, respectively.

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In other developments, Drew Scott succeeded John Edwards as Managing Partner/London and George Petrow began his transition to succeed Jim Archer as Managing Partner/New York. (Jim will pass the baton to George in April 2000.)

Finally, following the departure of Jim Lantonio (our former Administrative Director), Tim Bergen took on expanded responsibilities as Chairman-Administration.

### **Competitive Position; Opportunities**

In October, the Executive Committee adopted a series of measures designed to improve the Firm's competitive position. Press attention to these changes focused principally on the change in our retirement policy (formerly age 65 and now a range of 60 to 65) and the related change in status of approximately 20 partners to senior counsel. The press also noted that approximately 15 partners changed to counsel status.

Equally, if not more, important were other key changes — heightened emphasis on practice development, starting with giving even greater attention to existing clients and an expansion of the ways we can serve them; and improvements in associate training and evaluation. The underlying theme of all of these changes was the creation of opportunities for our younger lawyers.

While changes such as these can be unsettling, they can also be energizing. We are already experiencing the benefits of the changes and, to paraphrase Mark Twain, the reports of the death of our celebrated collegiality and culture were greatly exaggerated, to say the least. As noted in the most comprehensive review of our initiatives, *Of Counsel* (January 2000), "firms like Sidley that have a tradition of collegiality are open to sharper criticism for making relatively mild adjustments." That same article quoted an unnamed competitor as follows: "[Sidley] is a firm I have always felt I would recommend virtually over every other one in the country. . . . It's a magnificent operation."

### **Human Resources**

In mid-1999, we named a new class of 16 partners. They are listed below (with city and practice area indicated in parentheses):

Bradford A. Berenson	(D.C.; Litigation – Civil, Criminal and Constitutional)
Raymond A. Bonner	(D.C.; Litigation – Regulatory and Economic)
David B. Cohen	(Los Angeles; Corporate and Banking)
Steven A. Ellis	(Los Angeles; Litigation)
Steven J. Ellison	(Chicago; Litigation – Insurance, Product Liability and Malpractice)

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Julian A. Goodman	(London; Banking and International Finance)
Mark I. Greenberg	(Chicago; Banking and Financial Transactions)
Pran Jha	(Chicago; Corporate)
John J. Kuster	(New York; Litigation)
Kevin T. Lantry	(Los Angeles; Corporate Reorganization and Bankruptcy)
Christina A. Leahy	(Chicago; Corporate)
Andrew R. Marsh	(London; Banking and International Finance)
George L. Mullin	(Chicago; Banking and Financial Transactions)
Ellen S. Robbins	(Chicago; Litigation - General)
Richard E. Robbins	(Chicago; Corporate)
Mark M. Rogers	(New York; Corporate, Securities, Banking and International Business Transactions)

Also in 1999, we were joined by 5 lateral partners:

Robert Asher	(London; Corporate)
William Ellis	(Los Angeles; Real Estate)
Eric Ho	(Hong Kong)
James McDaniel	(Chicago; Derivatives, Financial Services and Litigation)
Michael McEneney	(D.C.; Financial Institution Regulation)

The Minority Corporate Counsel Association presented its prestigious Thomas L. Sager Award to the Firm for having the best record of minority recruiting and retention among large Chicago law firms. The Firm was also profiled in the May 1999 *Chicago Lawyer* Diversity issue (see <http://www.sidley.com/whatsnew/releases99.html>).

We were named one of the Top 20 best law firms to work for in the United States in a survey of law firm associates conducted by VaultReports.com.

And, we had a terrific recruiting year.

### Looking Ahead

The recent round of adjustments to associate compensation quickly put to rest the notion that 2000 would be relatively "uneventful." We have adopted changes designed to keep us competitive in each of the markets where we join in the battle for talent. Our initiatives last Fall were obviously critical to enabling us to take these steps.

Other issues which we will be addressing in 2000 and the years ahead include possible further geographic expansion (Western Europe would seem to be the most likely next spot), possible significant expansion of our New York and London

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operations (with continued expansion in Chicago, D.C. and Los Angeles) and even more focus on technology and e-commerce.

All to what end? To the achievement of two important and interrelated goals: Serving our clients and providing opportunities for our colleagues which match — indeed, surpass — the opportunities we were presented with when we both started at the Firm about 25 years ago. Thanks for your interest and support.

Thomas A. Cole  
Chairman, Executive Committee

Charles W. Douglas  
Chairman, Management Committee

## EXHIBIT E

**IN THE UNITED STATES DISTRICT COURT  
FOR THE NORTHERN DISTRICT OF ILLINOIS  
EASTERN DIVISION**

<b>UNITED STATES EQUAL EMPLOYMENT</b>	)	
<b>OPPORTUNITY COMMISSION,</b>	)	
	)	
<b>Plaintiff,</b>	)	
	)	
<b>v.</b>	)	
	)	
<b>SIDLEY AUSTIN BROWN &amp; WOOD,</b>	)	
	)	
<b>Defendant.</b>	)	
	)	

---

**Civil No. 05 cv 0208**

**Judge Zagel  
Magistrate Ashman**

**DECLARATION OF DISTRICT DIRECTOR**

1. I am the District Director of the Chicago District Office of the Equal Employment Opportunity Commission ("EEOC"), and, in that role, I am responsible for the operations of the office, including the investigation of charges of employment discrimination.

2. The Chicago District Office is responsible for investigating whether employers have engaged in employment practices made unlawful by the Age Discrimination in Employment Act, 29 U.S.C. § 621 et seq. ("ADEA"). Such investigations may commence upon (a) my direction and notice to an employer, or (b) upon receipt of an individual Charge of Discrimination from an individual.

3. Among the EEOC's investigative files in the Chicago District Office is the file for the directed investigation designated "Charge No. 210A03557", an investigation to determine Sidley & Austin's ("Sidley" or "Respondent") compliance with the ADEA. This investigation was

initiated under authority to begin "directed investigations" under the ADEA.

4. I state the following based on my personal examination of the file regarding Charge No. 210A03557:

a. On July 5, 2000 the EEOC served Defendant with a letter informing Defendant that "the Commission is investigating your organization in order to determine its compliance status with the ADEA." See Attachment 1.

b. That July 5, 2000 letter was accompanied by a Request for Information ("RFI") seeking information about "all demotions, terminations, changes in status, and changes in retirement policy, which were decided upon, announced, implemented, or occurred at [Defendant] between June 1, 1999 and December 31, 1999" and specifically requested information about the retirement age for partners and the terminations and change in status of partners. See Attachment 2.

c. EEOC received a confidential complaint of age discrimination with regard to Defendant's decision to expel partners from the partnership and to downgrade them to counsel and senior counsel in or about October of 1999.

d. The confidential complainant requested that the EEOC inquire into the downgrades and changes in status at Sidley but that confidential complainant refused to inform the Commission of his name.

e. Along with a letter, in January of 2000, the confidential complainant provided the EEOC with a copy of the firm's partnership agreement. See Attachment 3.

f. Three months later, in March of 2000, the same confidential complainant sent another letter addressing whether attorneys designated partners at Defendant are properly regarded as employees for purposes of the ADEA. See Attachment 4.

g. An additional letter listing many Defendant's lawyers by practice group and age was sent by the same confidential complainant to the EEOC in December of 2000. See Attachment 5.

h. According to the December 2000 letter, "There were 15 practice groups firmwide in which a partner was demoted to senior counsel. In 12 of these groups, the oldest partner, or the oldest group of partners, was demoted." *Id.*

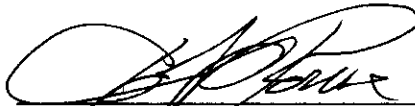
i. One of the partners who was demoted, David Alan Richards, came forward to the EEOC and gave testimony under oath on May 17, 2002 during EEOC's directed investigation. See Attachment 6.

j. On July 14, 2004, EEOC issued its Letter of Determination ("LOD") finding there is reasonable cause to believe that Defendant violated the ADEA by downgrading or expelling partners on account of their age in or about October of 1999 and by maintaining a mandatory retirement age. See Attachment 7.



k. Conciliation discussions between Defendant and the EEOC were held pursuant to the ADEA, but the parties did not result in an agreement, and on September 29, 2004, the EEOC issued to Defendant a Notice of Failure of Conciliation. See Attachment 8.

I declare under penalty of perjury that the foregoing is true and correct.

  
John P. Rowe  
DISTRICT DIRECTOR  
Chicago District Office

Date: 5/2/05

**EXHIBIT E**

**ATTACHMENT 1**



**U.S. EQUAL EMPLOYMENT OPPORTUNITY COMMISSION**  
**Chicago District Office**

500 West Madison St., Suite 2800  
Chicago, IL 60661  
PH: (312) 353-2713  
TDD: (312) 353-2421  
ENFORCEMENT FAX: (312) 886-1168  
LEGAL FAX: (312) 353-8555

July 5, 2000

Chief Executive Officer  
Sidley & Austin  
Bank One Plaza  
10 South Dearborn Street  
Chicago, IL 60603

**Re: ADEA Directed Investigation**  
**EEOC Charge Number: 210A03557**

Dear Sir or Madam:

The Equal Employment Opportunity Commission (Commission) is responsible for enforcement of the Age Discrimination in Employment Act of 1967, as amended, 29 U.S.C. 621, et seq. (ADEA). The ADEA protects workers over age 40 from age discrimination in such matters as hiring, promotion, discharge, compensation, demotion, and other terms, conditions, or privileges of employment.

This is to inform you that the Commission is investigating your organization in order to determine its compliance status with the ADEA. This investigation will be conducted under the authority contained in §7 of the ADEA and in §71626.15 of the Commission's regulations. During the course of the investigation, the Commission may obtain and review relevant information and documents, tour your place of business, and/or interview management and non-management employees. At the completion of the investigation you will be informed of the disposition of the case.

The Commission's Recordkeeping and Reporting Requirements as set forth at 29 CFR §1627.3 (b) (3) require employers to preserve all records that are relevant to an enforcement action which is commenced under §7 of the ADEA until the final disposition of such action.

Enclosed is a Request for Information and Documents. This Request for Information does **not** necessarily represent the entire body of evidence which will be needed from your organization in order that a proper determination as the merits of the charge can be made. If your organization wishes to submit additional evidence which you believe will more fully support your position, please submit this evidence along with the requested information on or before **August 7, 2000**.

We direct your attention to THE PROVISIONS OF 29 U.S.C. 626 (a) AND 15 U.S.C. 49 AND 50 OF ADEA under which this Agency is empowered to subpoena evidence necessary to its investigations. It is our hope we will receive the requested information and that it will therefore be

E0001

**EEOC Charge Number: 210A03557**

**Page 2 of 2**

unnecessary for us to resort to the subpoena process. However, unless the requested information and/or records are received by August 7, 2000, we will proceed under the above statute.

Please submit the requested documents to Investigator Karen Sheley. If you have any questions you may contact Ms. Sheley by her direct telephone line: (312) 886-9121.

Sincerely,

A handwritten signature in black ink, appearing to read "John P. Rowe". The signature is fluid and cursive, with the first name "John" being the most prominent part.

John P. Rowe  
District Director

**E0002**

**EXHIBIT E**

**ATTACHMENT 2**

## **Request for Information and Documents to Sidley & Austin**

### **Instructions and Definitions**

**Form of data produced:** Where some or all of the requested information exists in electronic form, please specify the form in which the data is kept. Where the information exists in electronic form, produce the information in one of the following forms in addition to hard copy:

- Fixed length or delimited text (\*.TXT)
- Lotus 1-2-3 (\*.WKS, \*WK1)
- Excel 3.0, 4.0, or 5.0 (\*.XLS)
- Database tables (\*.DB, \*.DBF)
- Quattro Pro for Windows (\*.WB1, \*.WB2, \*.WB3)
- Quattro Pro for DOS (\*.WQ1)
- Quattro (\*.WKQ)
- Excel 3.0, 4.0, or 5.0
- Database tables (\*.DB, \*.DBF)

**The Plan:** For the purposes of this Request, the “Plan” refers to all demotions, terminations, changes in status, and changes in the retirement policy which were decided upon, announced, or implemented or occurred at Respondent between June 1, 1999 and December 31, 1999 (the “Period”), including but not limited to the “series of measures” described at page 8 of Respondent’s own April 5, 2000 letter “To Our Clients, Alumni, Colleagues and Friends” as follows:

“In October, the Executive Committee adopted a series of measures designed to improve the Firm’s competitive position. Press attention to those changes focus principally on the change in our retirement policy (formerly age 65 and now a range of 60 to 65) and the related change in status of approximately 20 partners to senior counsel. The press also noted that approximately 15 partners changed to counsel status.”

**Documents:** “Documents,” as used herein, includes tangible objects and material of every kind and description including but not limited to all written, printed, typed, microfilmed and recorded memoranda, transcribed communications, correspondence, pamphlets, books, notes, digest, logs, diaries, calendars, computer printouts, time sheets, daytimers, appointment books, photographs, tape and other recordings, disks, drives and other tangible things upon which information or data may be stored and/or any machine-readable data or electronic information or data from which any of the foregoing may be generated or produced and all non-identical copies of all of the foregoing.

**Lists or Summaries:** Lists or summaries of the requested data must be supported by copies of documents upon which the lists or summaries are based.

1. Provide a detailed description of the organization and structure of Sidley & Austin ("Sidley").
2. Provide a detailed description of each of the committees of Sidley which existed during the Period, including but not limited to the Management Committee and the Executive Committee. In your description, include detailed descriptions of each of the following:
  - a. When the committee first came into existence.
  - b. The purpose of the committee.
  - c. The name and term of service of each member of the Management Committee and the Executive Committee from January 1, 1990 to the present, and the name and term of service of each member of any other committees during the Period.
  - d. If the members of the Management Committee and the Executive Committee are elected by persons not already members of the Management Committee and Executive Committee, then state or describe with respect to each such election since January 1, 1985:
    - i. The provisions of any governing instruments of Sidley providing for, controlling or relating to the election.
    - ii. When and where the election was conducted.
    - iii. Mechanics of election (e.g., the type and timing of any notice of election, who supervised or conducted the election; whether or not by secret ballot; whether or not all votes counted equally; how, when, where and by whom the votes were counted; how, when, where, and by whom the results were announced, etc.)
    - iv. How many persons voted in the election, and their qualifications for voting.
    - v. The candidates (or, if hereinafter appropriate, the proposition or question) for election, how and by whom they were nominated (or submitted for election), and the number of votes received by each.
    - vi. All minutes or records of the election and the present location thereof.
  - e. If members of the Management Committee and the Executive Committee are not elected by persons not already members of the Management Committee and Executive Committee, then state or describe how they have been selected and describe any changes in the method of selection during the period January 1, 1985 to the present.



- f. The power or authority of the committee, and the source thereof.
  - g. Whether or not a decision or recommendation of the committee during the period from 1985 to the present has been put to a vote in an election of persons not members of the committee when the decision was made. If your answer is "yes," then state the subject matter and provide the information requested above in 2-d-i-vi.
3. State whether any so-called "Partner" (hereinafter "**Partner**") of Sidley during the Period (i.e., June 1 to December 31, 1999) has ever during that Partner's entire career at Sidley voted to elect any member of the Management Committee or the Executive Committee of Sidley at a time when that Partner was not himself or herself already a member of the Management Committee or Executive Committee and was voting within the Management Committee or the Executive Committee. If your answer is in the affirmative, state the Partner's name and provide the information requested above in 2-d-i-vi with respect to the election(s) in which that Partner voted.
  4. State whether any governing instrument or document of Sidley includes any term or condition providing that Partners of Sidley, upon becoming Partners or upon adopting or consenting to the instrument or document, forever waive any right to vote upon or elect members of the Management Committee or Executive Committee of Sidley. If your answer is in the affirmative, identify the instrument or document, indicating the term or condition so providing, and produce the instrument or document.
  5. State each date, beginning with the most recent, during the period January 1, 1985 to the present upon which there was an election in which the Partners of Sidley voted with respect to each of the following subject matters:
    - a. The admission or expulsion of an individual to or from the so-called "Partnership" (hereinafter, the "**Partnership**") of Sidley.
    - b. The hiring or promotion to Partner or termination of employment of a so-called "Associate" (hereinafter, "**Associate**") of Sidley.
    - c. The hiring or termination of employment of significant administrative personnel of Sidley (e.g., administrative directors, financial officers, etc.)
    - d. Any change in the status of a Partner of Sidley under the Plan.
    - e. The number of units and percents and the amount of capital contribution (or withdrawal of capital) of each Partner of Sidley.
    - f. The participation in profits and in other compensation of each of the Partners of Sidley and the mix between profit and guaranteed compensation for each partner.

- g. The compensation of Associates of Sidley.
- h. Designation of heads of practice groups.
- i. Commitments in bar associations, civic or political activities.
- j. Questions of billings, including setting of hourly rates.
- k. Acceptance of new clients.
- l. Questions of conflicts of interest.
- m. Termination of relationships with previously existing clients.
- n. Relocation, opening and closing of offices of Sidley in Chicago and elsewhere and expenses in connection therewith.
- o. Expansion or contraction of Sidley, including but not limited to by acquisition of or merger with other law firms or law practices, or by divestiture or discharge of personnel.
- p. Acquiring real estate and interests therein and entering into leases and other obligations with respect to real estate (including but not limited to mortgages).
- q. Entering into contracts or agreement of any kind under which the payments due from Sidley or the potential aggregate liability of Sidley would exceed \$1,000,000.00.
- r. Entering into contracts or agreements covering professional malpractice.
- s. Approving or resolving litigation in the name of or on behalf of Sidley.
- t. Retention of counsel to represent Sidley.
- u. Banking relationships of Sidley.
- v. Investment counsel relationships of Sidley.
- w. Investment of the assets of Sidley (e.g., cash, securities, etc.)
- x. Retirement programs.
- y. The Plan.
- z. Any change in the status of any Partner in accordance with the Plan.

With respect to each such election, state the subject matter thereof from the foregoing list (a-z) and provide the information requested above at 2-d-i-vi. If there were no such elections during the period January 1, 1985 to the present, state the subject matter and the date upon which the most recent such election prior to January 1, 1985 was held and provide the information requested above at 2-d-i-vi.

6. With respect to each subject matter listed above in 3-a-z as to which there has not been an election in which the Partners voted since since January 1, 1985 describe by whom and how decisions regarding that subject matter were made and upon what authority any persons making such decisions acted.
7. State whether any Partner whose status was changed under the Plan attended any meeting of the persons or committees which approved or adopted the plan or was invited or permitted to address those persons or committees with respect to the Plan or as to whether there should be a change of status for that Partner under the Plan.
8. State whether either the existence or copies of the Letter of the EEOC Chicago District Office Director advising Sidley of the opening of this investigation or this Request for Information and Documents or both have been disclosed to Partners of Sidley who are not members of the Executive Committee or Management Committee. If your answer to this question is in the negative, state why not. If your answer is in the affirmative, state the number of Partners to whom such disclosure has been made.
9. Produce each so-called "partnership agreement" and all other governing instrument of Sidley in effect since January 1, 1970.
10. Produce the Plan and all documents referring or relating to the Plan (including but not limited to drafts of the Plan).
11. For each person who has been a Partner of Sidley at any time during the period from January 1, 1999 to the present, state the following:
  - a. Name.
  - b. Date of birth.
  - c. Date of hire.
  - d. Date of becoming a Partner.
  - e. Area of practice.
  - f. Hourly billing rate and changes therein from January 1, 1997 to the present.
  - g. Current title.
  - h. Aggregate number of hours and dollars billed to clients of Sidley by year for the calendar years 1997, 1998, 1999, and 2000 through June 30, 2000.
  - i. Aggregate dollars collected by Sidley to date for the billings described above in g, indicating the amount attributable to each year's billings.
  - j. The gross amount of compensation, however, denominated received from Sidley by year in calendar years 1997, 1998, 1999, and 2000 through June 30, 2000.

which document(s)). The period covered by this request is the Period.

16. Describe in detail all the reasons that Sidley adopted the Plan.
17. State whether Sidley relied upon the advice of counsel not a Partner of Sidley with respect to the development, adoption, or implementation the Plan. If so, identify said counsel and state how and when the counsel was selected, state how and when the advice was received and by whom on behalf of Sidley, and the general subject matter of the advice. Also state whether Sidley consulted any counsel not a Partner of Sidley even if it did not rely on the advice thereof and, if so, provide the same information.
18. State whether Sidley received or utilized the services of any other consultant or adviser not a Partner of Sidley with respect to the development, adoption, or implementation of the Plan. If so, identify the consultant or adviser, state how and when the consultant or adviser was selected, state how and when the services were received and by whom on behalf of Sidley and describe the content of the services (including without limitation the substantive content of any advice, guidance, or counsel). Produce copies of all documents provided to any such consultant or adviser by or on behalf of Sidley and all documents received by Sidley from any such consultant or adviser.
19. With respect to each Partner whose status changed at the time of or under the Plan or for any reason related to the Plan, state whether there were reasons independent of the Plan for the change and, if so, describe those reasons in detail and produce supporting documentation, if any such documentation exists.
20. Explain why, in connection of the Plan, some Partners of Sidley were permitted to retain their title longer than others (e.g., until June 30, 2000) and identify who they were.
21. State whether any person has initiated litigation or other proceedings with respect to the Plan. If so, produce a copy of the Complaint or other document initiating the proceedings.
22. At page 7 of Sidley's April 5, 2000 letter "To Our Clients, Alumni, Colleagues and Friends" it is stated that "Tom and Chuck began their collaboration in the leadership of the Firm under a governance structure which allows each to continue to practice essentially full time while they address strategic/policy and operating issues, respectively." With respect thereto:
  - a. Described in detail the "governance structure" referred to and produce all documents constituting, describing, controlling, referring or relating to that governance structure.
  - b. State whether "Tom and Chuck" were elected to "leadership" by vote of the Partners of Sidley, and, if not, how they became "leadership."
  - c. Describe the control which Partners of Sidley not members of the Executive Committee or the Management Committee have had and will have with respect to such "strategic/policy and operating issues, respectively" and describe in detail how that control has been and will be exercised

23. Describe when, how, and by whom the hourly rate of each attorney is established.
24. State all retirement ages which have been in effect at Sidley from January 1, 1970 to the present and the years each was in effect. Produce all documents which memorialize, discuss, refer or relate to such retirement ages.
25. State whether the retirement age has been waived for any Partner of Sidley during the period from January 1, 1970 to the present and, if so, identify the Partner and the circumstances, nature, and duration of the waiver.
26. With respect to each Partner of Sidley who retired or was retired because of the retirement age in effect at Sidley, or who retired coincident with the retirement age in effect at Sidley, during the period from January 1, 1990 to the present state the following:
  1. The name and last known address of the Partner.
  2. The date of birth of the Partner.
  3. The date of retirement of the Partner.
  4. The gross aggregate amount of compensation received annually by the Partner from Sidley during the two full calendar years prior to retirement and the gross aggregate amount of compensation received by the Partner from Sidley during the last partial year prior to retirement, if any. (Excluding any payments in the nature of retirement benefits or any other payments not constituting compensation.)
  5. The gross aggregate amount of compensation, if any, received annually by the Partner from Sidley since retirement to the present. (Excluding any payments in the nature of retirement benefits or any other payments not constituting compensation.)
27. State the policy of Sidley, if any, with respect to discrimination within Sidley on the basis of age, over 40.
28. State the policy of Sidley, if any, with respect to discrimination within Sidley on the basis of race, national origin, sex, religion, and disability status. If the policy of Sidley with respect to discrimination within Sidley on these bases is different than the policy with respect to discrimination on the basis of age, state the reasons for the difference.
29. State the policy of Sidley, if any, with respect to Partners of Sidley publicly stating on the record and for publication that Sidley deems it appropriate to and does
  1. Operate with a mandatory retirement age.
  2. Discriminate on the basis of age.

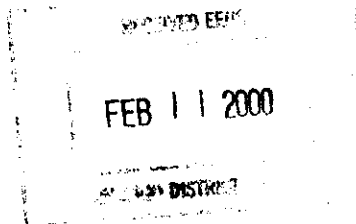
**EXHIBIT E**

**ATTACHMENT 3**

1/30/00

Dear Mr. Hendrickson,

Thankyou for looking into my situation. Please note there is no real delegation to the Executive Committee. The "partnership" agreement that a "partner" must sign provides a structure that is self-perpetuating. All decisions must be made by the Executive Committee. We have no role in selecting the members of the Committee.



E0279

**Table of Contents**

**Page #**

**PART I**

**DEFINITIONS, INTERPRETATION AND EFFECTIVE DATE**

1.1	Definitions .....	2
1.2	Interpretation .....	6
1.3	Governing Law .....	7
1.4	Effective Date .....	7

**PART II**

**BUSINESS AND COMPOSITION OF PARTNERSHIP**

2.1	Continuation of Partnership .....	8
2.2	Admission of New Partners .....	8
2.3	P.C. Partners .....	8
2.4	Legal Fees; Exclusivity of Practice .....	9
2.5	Clients .....	9
2.6	Client and Other Files and Materials .....	10
2.7	Solicitation of Partners and Employees .....	11
2.8	Withdrawal, Death or Expulsion of a Partner .....	12
2.9	Disability .....	12

**PART III**

**COMPUTATION AND ALLOCATION OF INCOME AND LOSS**

3.1	Participation in Income and Losses .....	13
3.2	Calculation of Consolidated Accrual Net Income or Loss .....	14
3.3	Unit and Percentage Values .....	17
3.4	Cash Basis Accounting; Minimum Balances .....	19

**PART IV**

**CAPITAL AND MEMORANDUM ACCOUNTS**

4.1	Capital Accounts .....	20
4.2	Accrual and Crediting of Interest .....	22
4.3	Withdrawals from Capital Accounts .....	23
4.4	Memorandum Accounts .....	26
4.5	Adjustment of Withdrawal Date; Proration .....	27
4.6	Other Payments; Prepayments .....	28
4.7	Payments to Successor .....	29
4.8	Determination of Amounts Due .....	29



**PART V**

**PARTNERSHIP GOVERNANCE**

5.1	Powers of Executive and Management Committees. . . . .	30
5.2	Composition of Committees. . . . .	31
5.3	Practice Development Expenses. . . . .	32
5.4	Audits. . . . .	32
5.5	Dispute Resolution. . . . .	32
5.6	Arbitration. . . . .	33

**PART VI**

**MISCELLANEOUS PROVISIONS**

6.1	Loan Guarantees. . . . .	35
6.2	Indemnity. . . . .	35
6.3	Remaining Assets of Partnership. . . . .	36
6.4	Amendments. . . . .	36

**SIDLEY & AUSTIN  
AMENDED AND RESTATED  
PARTNERSHIP AGREEMENT**

This Amended and Restated Partnership Agreement of Sidley & Austin dated as of January 1, 1995 shall be in effect from and after the dates specified in Section 1.4 until amended as hereinafter provided.

**RECITALS**

A. Sidley & Austin (the "Partnership") has continuously engaged in the practice of law as a general partnership since 1866, most recently under an amended and restated partnership agreement dated as of January 12, 1993 (as amended by Amendment No. 1 effective August 10, 1993). The partners of the Partnership (together, where the context requires, with former partners thereof, "Partners") now desire to amend and restate the partnership agreement.

B. The Partnership has caused to be formed under the laws of England a partnership under the name "Sidley & Austin--Solicitors and Registered Foreign Lawyers" ("S&A-UK") to engage in the practice of law in the United Kingdom. As provided in its partnership agreement dated as of January 1, 1995 (the "UK Partnership Agreement"), S&A-UK is comprised of partners who are resident in the United Kingdom ("Resident UK Partners") and

certain Partners of the Partnership ("Nonresident UK Partners"). The Nonresident UK Partners have entered into an agreement with the Partnership dated as of January 1, 1995 (the "Nonresident Partners' Agreement") pursuant to which they hold their interests in S&A-UK (referred to in the UK Partnership Agreement and herein as "Residual Shares") for the benefit of the Partnership and are indemnified and reimbursed by the Partnership for all liabilities, contributions and expenses incurred or made by them as Nonresident UK Partners.

NOW, THEREFORE, the partnership agreement is amended and restated as follows:

**PART I**  
**DEFINITIONS, INTERPRETATION**  
**AND EFFECTIVE DATE**

1.1 Definitions. As used in this Agreement, the following terms have the respective meanings set forth below or in the indicated Section:

"Accounting Department" - means the accounting department of the Partnership.

"Accrual Differential" - Section 4.1(b)

"Allocated Amount" - Section 4.3(c)

"Average Percentages" - Section 3.1(c)

**"Average Units"** - Section 3.1(c)

**"Capital Account"** means the capital account of each Partner in the Partnership maintained in accordance with Section 4.1, which, at any time, shall consist of (i) any cash basis income currently distributable to such Partner pursuant to Section 3.4, and (ii) such Partner's Minimum Balance and Accrual Differential.

**"Client Files"** - Section 2.6(a)

**"Consolidated Accrual Net Income or Loss"** means the consolidated accrual net income or loss of the Partnership and S&A-UK for a Fiscal Year calculated in accordance with Section 3.2.

**"Consolidated Cash Basis Income"** - Section 3.4(a).

**"Executive Committee"** - Section 5.1(a)

**"Fiscal Year"** means the fiscal year of the Partnership, which shall be the calendar year until the Executive Committee selects a different period.

**"Guarantee"** - Section 3.1(a)

**"Initial Payment"** - Section 4.3(b)

**"Management Committee"** - Section 5.1(b)

**"Memorandum Account"** means one of the accounts established for certain Partners and former Partners described in Section 4.4.

"Minimum Balance" - Section 3.4(b)

"Negative Guarantee" - Section 3.1(a)

"Nonresident UK Partners" - Recital B

"Nonresident UK Partners Agreement" - Recital B

"P.C. Partner" - Section 2.3

"Partners" - Recital A

"Partnership" - Recital A

"Payout Commencement Date" means the earliest to occur of: (i) the Withdrawal Date of a Partner who is then at least 60 years of age, (ii) the Withdrawal Date of a Partner who withdraws from the Partnership between the ages of 57 and 60 with the prior written approval of the Executive Committee, (iii) the 60th birthday of a former Partner, or (iv) the date of death of a Partner or former Partner.

"Payout Period" means with respect to a former Partner or his or her Successor, the number of full Fiscal Years during which the Vested Accrual Differential of such former Partner is distributed pursuant to Section 4.3(a) or 4.3(d). The Payout Period shall be not less than five nor more than ten Fiscal Years as irrevocably elected by such former Partner or his or her Successor by written notice delivered to the Accounting Department on or before the last day of his or her

**Withdrawal Year.** In the absence of such an election, the Payout Period shall be five Fiscal Years.

**"Percentages"** - Section 3.1(a)

**"Proxy"** - Section 2.3

**"Resident UK Partner"** - Recital B

**"Residual Shares"** - Recital B

**"Requesting Partner"** - Section 6.1

**"S&A-UK"** - Recital B

**"Second Payment"** - Section 4.3(d)

**"Successor"** - means: (i) with respect to a P.C. Partner, such corporation as long as its corporate existence continues, and after its dissolution, its shareholders to whom its assets were distributed in liquidation, (ii) with respect to an individual Partner, the single individual, trust, or such Partner's estate (or with the written consent of the Executive Committee at the time of filing such instrument, the multiple individuals or trusts) designated by such Partner, by written instrument signed by such Partner and delivered to the Partnership during such Partner's lifetime, to succeed to such Partner's interest in the Partnership after such Partner's death, and (iii) if at the time of the death of an individual Partner, such Partner shall not have effectively designated a Successor in accordance with clause (ii), such Partner's estate.

**"Treasury Bill Rate" - Section 4.2(a)**

**"UK Partnership Agreement" - Recital B**

**"UK Percentages" - Section 3.3(b)**

**"UK Units" - Section 3.3(b)**

**"Units" - Section 3.1(a)**

**"Vested Accrual Differential" means, at any time, the portion of a Partner's Accrual Differential which has vested pursuant to Section 4.1(b).**

**"Vesting Accrual Date" - Section 4.1(b)**

**"Withdrawal Date" means the date a Partner ceases to be such, whether by reason of withdrawal, death, retirement, disability or expulsion.**

**"Withdrawal Year" means, with respect to a Partner, the Fiscal Year in which such Partner's Withdrawal Date occurs.**

1.2 **Interpretation.** As used in this Agreement, "including" means without limitation, and "or" is not exclusive. References to the singular of any term include the plural where appropriate. References to a Partner in the masculine or feminine gender include the neuter in the case of a P.C. Partner, and references to a P.C. Partner include its employees and shareholders where appropriate. Captions to Parts and Sections of this Agreement are for

convenience of reference only and shall not affect its meaning or interpretation. Insofar as possible, each provision of this Agreement shall be construed in a manner to render it valid and enforceable, but if any provision is found to be invalid or unenforceable, such invalid or unenforceable provision shall be severed, and the remaining provisions of this Agreement shall not be affected by such finding.

1.3 Governing Law. The Partnership is organized under the laws of the State of Illinois. All matters regarding the Partnership, as among Partners, former Partners, their Successors, and employees and shareholders of P.C. Partners shall be resolved in accordance with the laws of the State of Illinois without regard to its choice of law rules.

1.4 Effective Date. This Agreement shall be in effect from and after January 1, 1995; provided that (i) Sections 4.2, 4.3 and 4.4(c) shall be in effect from and after January 1, 1998 and shall apply prospectively to those who are Partners on and after that date; and (ii) prior to January 1, 1998, the subject matter of Sections 4.2, 4.3 and 4.4(c) shall be governed by the partnership agreement of the Partnership as in effect on December 31, 1994 which shall apply to all periods prior to January 1, 1998 and to all Partners whose Withdrawal Date occurred prior to January 1, 1998 and their Successors, including all rights in respect of amounts payable pursuant to Part IV after such date.



**PART II**  
**BUSINESS AND COMPOSITION**  
**OF PARTNERSHIP**

2.1 Continuation of Partnership. The Partners agree to continue to engage in the practice of law as the firm of Sidley & Austin. Each person who was a Partner in the Partnership immediately prior to January 1, 1995 shall continue as a Partner on the same basis of participation as that in effect immediately prior to such date until such person's withdrawal, death or expulsion or until such basis of participation is changed as hereinafter provided. Each Partner acknowledges, understands and agrees that for all purposes such Partner is and shall be deemed a Partner and not an employee of the Partnership.

2.2 Admission of New Partners. The Executive Committee may from time to time admit additional persons as Partners in the Partnership. Each such newly-admitted Partner shall execute a counterpart of this Agreement, and, effective upon such admission, become a party to this Agreement.

2.3 P.C. Partners. With the consent of the holders of a majority of the Percentages, professional corporations duly qualified to practice law in a jurisdiction in which the Partnership is engaged in practice (when admitted as a Partner, a "P.C. Partner"), may be admitted as Partners. Any P.C. Partner which fails to maintain its qualification to practice law in the jurisdiction in which it is incorporated shall be deemed to have withdrawn from the Partnership. Each P.C. Partner shall, by written designation delivered to the Partnership,

designate an employee of the P.C. Partner qualified to practice law in the same jurisdiction as the P.C. Partner (a "Proxy") to exercise on behalf of the P.C. Partner any and all voting rights which the P.C. Partner may have in the management of the Partnership. The Partnership shall be fully protected in relying on any such designation until it shall receive written notice of revocation.

2.4 Legal Fees; Exclusivity of Practice. All legal fees earned or received by the Partnership or by any Partner shall, except as otherwise determined by the Executive Committee, belong and be paid to the Partnership. If, without the consent of the Executive Committee, any Partner shall engage in the practice of law other than as a Partner in the Partnership, or, in the case of a P.C. Partner, shall permit its employees to engage in the practice of law other than on its behalf as a Partner of the Partnership, such Partner shall be deemed to have withdrawn from the Partnership.

2.5 Clients. All clients for whom Partners may render professional legal services are clients of the Partnership or S&A-UK, or both, and not of any individual Partner. Unless otherwise required by the applicable code of professional responsibility, no Partner shall advise any client that such Partner has withdrawn or intends to withdraw from the Partnership until (a) the later of (i) ten days after written notice from such Partner has been received by the Chairman of the Executive Committee of such Partner's intent to withdraw from the Partnership, or (ii) the effective date of that Partner's withdrawal from the Partnership, or (b) such earlier date as may be authorized by the Chairman of the Executive Committee. It is the obligation of every Partner withdrawing from the Partnership to provide for an orderly conclusion of such Partner's

responsibilities to the Partnership, including billing of outstanding time and expenses to, and collecting outstanding accounts receivable from, clients for which such Partner had billing responsibility, and, where appropriate, arranging for the transfer of pending matters to other Partners.

2.6 Client and Other Files and Materials. (a) In the event a Partner ceases to be such for whatever reason, all files relating to client matters with respect to which such Partner may have performed services while a Partner, including all written memoranda, agreements and other materials, in paper, electronic or other form ("Client Files"), shall remain in the custody of the Partnership and shall not be removed by such Partner or his or her Successor, without the express written approval of the Partnership. In the event any client of the Partnership shall request the Partnership in writing to make available to such Partner Client Files relating to such client's matters, the Partnership will deliver to such Partner either the original or a copy of such Client Files, as the Partnership elects, unless such client directs that the original Client Files be delivered to it, in which case the Partnership may retain copies thereof.

(b) Such Partner or Successor shall be permitted to remove from the Partnership such Partner's personal files, and to copy at such Partner's or Successor's expense reference material such Partner has accumulated while practicing with the Partnership, in either case which are not Client Files or Partnership property, provided that such Partner or Successor shall keep confidential all information in such personal files and reference material pertaining to clients of the Partnership which do not become clients of such Partner or any firm with which

such Partner becomes affiliated, and such Partner shall not use such files and materials in a manner which would constitute a breach of such Partner's or the Partnership's duty of loyalty to the client. Such Partner or Successor shall also keep confidential all information pertaining to the Partnership, whether or not contained in such personal files and reference materials.

2.7 Solicitation of Partners and Employees. Each Partner understands, acknowledges and agrees that the Partnership's relationships with and investment in its Partners and employees are valuable assets of the Partnership which it has a legitimate business interest in protecting. Accordingly, each Partner agrees that if such Partner should withdraw or intend to withdraw from the Partnership, he or she will not thereafter employ, retain or engage in any business or professional relationship with any other Partner or employee of the Partnership resulting in such other Partner withdrawing from, or such employee terminating employment with, the Partnership, or solicit any such Partner or employee to withdraw from, or terminate employment with, the Partnership in order to enter into any employment, partnership or other business or professional relationship with or perform services for such Partner or former Partner or any other person, firm or entity, unless he or she has delivered written notice to the Chairman of the Executive Committee, not less than ten days prior to such employment, retention, engagement or solicitation, of his or her intention to do so; each such notice shall identify each Partner and employee proposed to be employed, engaged, retained or solicited and the nature of the proposed employment, retention, engagement and business or professional relationship.

2.8 Withdrawal, Death or Expulsion of a Partner. The withdrawal, death or expulsion of a Partner shall not dissolve the Partnership. Except for those rights provided in Part IV, a Partner, or his or her Successor, shall have (i) no participation in any income earned after such Partner's Withdrawal Year, and (ii) no interest in the Partnership assets, as such. Without limiting the generality of the foregoing, such Partner or Successor shall have no interest in the goodwill of the Partnership, which shall be deemed to have no value.

2.9 Disability. In the event of the total and presumably permanent disability of a Partner, or of an employee of a P.C. Partner who is engaged in the practice of law, to practice law, the basis of such Partner's or P.C. Partner's participation shall thereafter remain unchanged until the first to occur of (i) the death of the disabled Partner or employee, (ii) the 65th birthday of the disabled Partner or employee, or (iii) the end of the sixth month following the commencement of such disability, at which time such Partner shall be deemed to have withdrawn from the Partnership, unless the Executive Committee, in its sole and absolute discretion, deems that the continuation of such Partner in the Partnership, for such time as the Executive Committee determines, is in the best interests of the Partnership, in which case such Partner shall continue as such at the pleasure of the Executive Committee. The disability of an individual under this Section 2.9 shall be determined by the Executive Committee or, if the individual whose disability is being determined or that individual's spouse or child shall object to such determination, by the Dean of the Medical School of Northwestern University.

**PART III**  
**COMPUTATION AND ALLOCATION**  
**OF INCOME AND LOSS**

3.1 Participation in Income and Losses. (a) Participation of Partners in the income and losses of the Partnership for any Fiscal Year shall consist of such guaranteed income ("Guarantees"), such charges against income to which a Partner would otherwise be entitled ("Negative Guarantees"), Units ("Units") and Percentages ("Percentages") as may be specified from time to time in schedules signed or initialed by Partners then holding a majority of all Percentages, provided that: (i) the rights, participation and relationship of those Partners who had withdrawn from the Partnership or died on or before January 1, 1995, or their Successors, shall be determined in accordance with the partnership agreement of the Partnership as in effect at or prior to their respective dates of withdrawal or death or in accordance with separate agreements between such individuals and the Partnership; and (ii) the rights of each Partner who becomes a Partner after December 31, 1997 to the Accrual Differential shall be subject to the provisions of Section 4.1(b). No Partner shall hold more than ten Percentages, and there shall be no more than 100 Percentages. Participation of Partners in the income of the Partnership for any Period shall be deemed to fully satisfy the obligations, if any, of the Partnership with respect to accrued vacation; and no vacation shall accrue for any Partner.

(b) A Guarantee shall entitle the Partner holding it to distribution of the amount thereof without regard to Partnership profits or the absence thereof. For any fraction of a Fiscal Year an annual Guarantee shall be computed on a corresponding fractional basis. If, with

the consent of the Executive Committee, any Partner, or in the case of a P.C. Partner, its employee, shall receive compensation for the rendition of services as a lawyer, as a fiduciary, or as a partner, director, officer or employee of any entity other than the Partnership or a P.C. Partner, or, if a lump sum payment has been made in accordance with Section 4.6 in lieu of amounts to which a Partner or Successor would otherwise be entitled, such Partner or Successor may be charged with a Negative Guarantee in reduction of amounts to which such Partner or Successor would otherwise be entitled, such Negative Guarantee to be in such amounts as determined by the Executive Committee to be equitable to the Partner or Successor and to the Partnership.

(c) Any Partner may be assigned one or more Units, Percentages or fractions thereof by the Executive Committee. In the event the number of Units or Percentages held by a Partner shall change during any Fiscal Year, the average number of Units ("Average Units") or Percentages ("Average Percentages") held by such partner for such Fiscal Year shall be the sum of the products obtained by multiplying the number of Units or Percentages held by such Partner in each part of such Fiscal Year by a fraction of which the numerator is the number of days in such part of the Fiscal Year and the denominator is the number of days in such full Fiscal Year. The value of a Unit, a Percentage, or a fraction thereof, for any Fiscal Year commencing on or after January 1, 1995 shall be determined in accordance with the provisions of Sections 3.2 and 3.3.

3.2 Calculation of Consolidated Accrual Net Income or Loss. The Consolidated Accrual Net Income or Loss for each Fiscal Year shall be the consolidated net

income or loss of the Partnership and S&A-UK, determined on an accrual basis of accounting in accordance with generally accepted accounting principles in the United States consistently applied, subject to the remaining provisions of this Section 3.2.

(a) Liabilities representing unfunded pension costs and assets reflecting overfunding of trustee pension plans shall not be reflected as liabilities or assets on the balance sheet except to the extent actuarially determined to be properly chargeable or creditable to earnings.

(b) Contributions, amortization or depreciation of amortizable or depreciable assets, and other expenses of the Partnership or of S&A-UK which are or may be required specifically to be allocated for tax purposes shall nevertheless be deducted; provided that contributions by the Partnership to qualified retirement plans for Partners or by S&A-UK to retirement plans for Resident UK Partners shall not be deducted, but rather shall be allocated specifically to the Partner or Resident UK Partner for whose account such contribution was made. All amounts required to be charged or credited to net income for such Fiscal Year pursuant to any provision of Part IV of this Agreement shall be charged or credited.

(c) There shall be included as income any Negative Guarantees of Partners and Resident UK Partners and deducted any Guarantees for Partners and Resident UK Partners for such Fiscal Year (exclusive of any amounts treated as Negative Guarantees or Guarantees arising in connection with the distribution of Capital Account and Memorandum Account balances of Partners or capital account balances of Resident UK Partners).



(d) In the event the Partnership or S&A-UK incurs (or prior to January 1, 1995, incurred) a loss involving a real estate lease (including a loss on leasehold improvements), which loss otherwise would be recognized in one Fiscal Year under generally accepted accounting principles, the full amount of such loss may be amortized over a number of Fiscal Years and in such amounts as may be determined by the Executive Committee or the executive committee of S&A-UK, as the case may be; provided that: (i) the period over which such loss is amortized shall not exceed the balance of the period during which the Partnership or S&A-UK, as the case may be, was obligated under such lease immediately prior to the occurrence of the event which results in the incurrence of such loss; and (ii) any amount charged to a Partner's Capital Account pursuant to Section 4.3 and any corresponding amount charged to the capital account of a Resident UK Partner in S&A-UK shall not be taken into account in computing Consolidated Accrual Net Income or Loss, and no further amortization charges shall be made in respect of the portion of such losses reflected in such charges, except as otherwise provided in Section 4.3(c). Any amount charged to the Capital Account of a Partner pursuant to Section 4.3(c) shall be allocated to such Partner and any corresponding amount charged to the capital account of a Resident UK Partner in S&A-UK shall be allocated to such Resident UK Partner.

(e) In calculating the net income or loss of the Partnership for any Fiscal Year: (i) the excess, if any, of the amounts allocated to Resident UK Partners for such Fiscal Year in respect of UK Units and UK Percentages, if any, over the net income or loss of S&A-UK, including any loss prior to such allocations, shall be treated as an expense of the Partnership for such Fiscal Year, and (ii) all income allocated by S&A-UK to the Nonresident UK Partners for

such Fiscal Year in respect of Residual Shares and paid over to the Partnership shall be treated as income of the Partnership for such Fiscal Year, in each case with such adjustments, if any, as may be necessary so that the net income or loss of the Partnership shall equal the sum of (x) the product of the Unit Accrual Value times the number of Average Units held by all Partners for such Fiscal Year and (y) the product of the Percentage Accrual Value times the number of Average Percentages held by all Partners for such Fiscal Year.

(f) For purposes of this Section 3.2 and Section 3.4, net income or loss of S&A-UK shall be translated from pounds sterling to U. S. dollars using the rate or rates of exchange generally used by the Partnership in computing Consolidated Accrual Net Income or Loss. Any exchange gain or loss will be credited or charged to Consolidated Accrual Net Income or Loss and Consolidated Cash Basis Income.

3.3 Unit and Percentage Values. (a) A Unit Participation Fund shall be determined for each Fiscal Year by multiplying Consolidated Accrual Net Income or Loss for such Fiscal Year by 73.3% (or such higher percentage as may be determined by the Executive Committee for that Fiscal Year), and a Percentage Participation Fund shall be determined for such Fiscal Year by subtracting the Unit Participation Fund from Consolidated Accrual Net Income or Loss.

(b) The Unit Accrual Value shall be the quotient obtained by dividing the Unit Participation Fund by the sum of (i) the aggregate number of Average Units held by all Partners

for such Fiscal Year and (ii) the aggregate number of average units (as that term is used in the UK Partnership Agreement ("UK Units")) held by all Resident UK Partners for the same Fiscal Year (adjusted as provided in Section 3.3(c)). The Percentage Accrual Value shall be the quotient obtained by dividing the Percentage Participation Fund by the sum of (i) the aggregate number of Average Percentages held by all Partners for such Fiscal Year and (ii) the aggregate number of percentages (as that term is used in the UK Partnership Agreement ("UK Percentages")), if any, held by all Resident UK Partners for the same Fiscal Year (adjusted as provided in Section 3.3(c)).

(c) In calculating the Unit Accrual Value and the Percentage Accrual Value for any Fiscal Year, the aggregate number of average UK Units and average UK Percentages, if any, held by all Resident UK Partners shall be multiplied by the amount of U.S. dollars and cents equal to one pound sterling, based on the exchange rate used generally by the Partnership in translating net income or loss of S&A-UK from pounds sterling to U.S. dollars for such Fiscal Year, so that the accrual value of a UK Unit and UK Percentage shall equal the same amount in pounds sterling as the Unit Accrual Value and Percentage Accrual Value, respectively, in U.S. dollars, as if the pound sterling and U.S. dollar were of equal value; provided that the Executive Committee is hereby authorized to alter this formulation for any Fiscal Year if it determines that, owing to general economic or financial conditions, the formulation would produce an inequitable result.

(d) The net income or loss allocated to each Partner for a Fiscal Year shall be:

(i) the product of the Unit Accrual Value times the Average Units assigned to such Partner for the

Fiscal Year, and (ii) if such Partner holds any Percentages during the Fiscal Year, the product of the Percentage Accrual Value times the Average Percentages held by such Partner for the Fiscal Year.

3.4 Cash Basis Accounting; Minimum Balances. (a) The Partnership shall maintain books of account which shall determine the net cash basis income and loss of the Partnership and S&A-UK ("Consolidated Cash Basis Income") for each Fiscal Year using the modified cash basis method of accounting in the United States, consistently applied, subject to the provisions of Section 3.2. To the extent permitted by law, Consolidated Cash Basis Income shall constitute the taxable income of the Partnership and S&A-UK and shall be allocated among the Units and Percentages held by the Partners and among the UK Units and UK Percentages, if any, in S&A-UK held by the Resident UK Partners (as well as any allocations to Nonresident UK Partners in respect of Residual Shares) in the same manner as Consolidated Accrual Net Income is allocated under Section 3.3, subject to such special allocations as the Executive Committee deems appropriate. Such special allocations shall be made to reflect taxable distributions from Memorandum Accounts and Capital Accounts to holders thereof, other non-ratable cash distributions, amounts deducted by the Partnership for contributions to qualified retirement plans on behalf of Partners if deducted in arriving at the Partnership's net income, comparable allocations made by S&A-UK or such other factors as may equitably require special allocations.

(b) The capital requirements of the Partnership for capital improvements, working capital, payments to terminated or retired Partners, and reserves for the foregoing will be

funded by required minimum balances ("Minimum Balances") which the Executive Committee may from time to time require Partners to maintain on deposit with the Partnership for such purposes, the amounts thereof to be determined with reference to Units and Percentages and which may vary between Partners. Subject to the foregoing, it is anticipated that each Partner will be permitted to withdraw from his or her Capital Account from time to time on a current basis the excess of (i) the Consolidated Cash Basis Income allocated to such Partner pursuant to this Section 3.4 plus any additional Guarantee income over (ii) such Partner's Minimum Balance.

#### **PART IV** **CAPITAL AND MEMORANDUM ACCOUNTS**

4.1 Capital Accounts. (a) A Capital Account shall be maintained for each Partner which: (i) shall be credited with the balance shown in the account of such Partner, if any, as of December 31, 1994, including any Minimum Balance, (ii) shall be credited or charged with the amounts allocated to such Partner for each Fiscal Year commencing after December 31, 1994 by reason of such Partner's Guarantee or Negative Guarantee, if any, (iii) shall be credited or charged with the net income or loss of the Partnership for each Fiscal Year allocated to such Partner in accordance with Section 3.3, in respect of any Units and Percentages held by such Partner (including deficits in net income), and (iv) shall be charged with all cash distributions made to such Partner during such Fiscal Year.

(b) For each Partner who was a Partner on or before December 31, 1997, the excess of the net income of the Partnership allocated to such Partner's Capital Account pursuant to Section 3.3 over the amount of Consolidated Cash Basis Income allocated to such Partner and distributable to or added to the Minimum Balance of such Partner pursuant to Section 3.4 (such excess, the "Accrual Differential") shall vest in full in such Partner immediately upon its allocation. With respect to each Partner admitted to the Partnership after December 31, 1997, for each Fiscal Year ending on or before the seventh anniversary of the December 31 occurring on or next following the date of such Partner's admission to the Partnership (such December 31, the "Vesting Accrual Date") the Accrual Differential allocated to such Partner shall be allocated conditionally and shall vest in such Partner to the extent of: (i) one-third of the amount thereof on the fifth anniversary of the Vesting Accrual Date, (ii) two-thirds of the amount thereof on the sixth anniversary of the Vesting Accrual Date and (iii) the full amount thereof on the earliest to occur of the seventh anniversary of the Vesting Accrual Date, the date of such Partner's total and presumably permanent disability, the date of death of such Partner, or the date of retirement by such Partner from the practice of law after age 65 (or after age 57 with the prior written approval of the Executive Committee), provided that, in each case, such Partner has continuously been a Partner from the Vesting Accrual Date through such seventh anniversary, date of disability, date of death or date of retirement. The Executive Committee may waive or modify the application of the preceding sentence to the extent it deems such waiver or modification to be in the best interest of the Partnership.

4.2 Accrual and Crediting of Interest. (a) During the respective periods specified in Sections 4.2(b) and 4.2(c), interest shall accrue and be credited to the Accrual Differential and the Memorandum Account, if any, of a Partner at the rate of five percent per annum; provided that, during any period when the average interest rate on U.S. Treasury Bills having a maturity of three months from the date of issue (the "Treasury Bill Rate") is 12% or higher, such interest shall be credited for such period at a rate equal to (i) the Treasury Bill Rate, multiplied by (ii) a percentage equal to 100% minus the highest marginal federal income tax rate (expressed as a percent) applicable to individuals for such year.

(b) Interest, calculated at the rate specified in Section 4.2(a), shall accrue on the undrawn balance of a Partner's Accrual Differential from the earlier of his or her 60th birthday or Payout Commencement Date until such Accrual Differential is distributed in full, and shall be credited to the Accrual Differential of such Partner on the last day of each Fiscal Year, after giving effect to all installments paid or payable during the current year; provided that any interest previously credited in respect of the portion of the Accrual Differential which has not vested on the date any installment is to be paid shall be deducted from such Partner's Accrual Differential prior to such payment and shall be treated as income to the Partnership in the Fiscal Year in which such installment is paid. In the case of withdrawals governed by Section 4.3(d): (i) interest shall accrue on the unpaid balance of the Second Payment from such Partner's Withdrawal Date and shall be credited to such balance on the last day of each Fiscal Year (and immediately before payment of the last installment thereof), after giving effect to all installments paid or payable

during the current year; and (ii) interest shall accrue and be credited on the remaining Vested Accrual Differential in accordance with the preceding sentence.

(c) Interest calculated at the rate specified in Section 4.2(a), shall continue to accrue on the unpaid balance of each Memorandum Account until such Memorandum Account is distributed in full and shall be credited to such Memorandum Account on the last day of each calendar year (and immediately before payment of the last installment thereof), after giving effect to all installments paid or payable during the current year.

(d) No interest shall accrue on accrued interest until it is credited to an Accrual Differential or Memorandum Account, as the case may be.

4.3 Withdrawals from Capital Accounts. (a) The Vested Accrual Differential of a former Partner shall be distributed over a Payout Period beginning in the year following his or her Payout Commencement Date, subject to Section 4.3(d) in the case of a Partner who was a Partner on December 31, 1997. The amount distributable to a former Partner or his or her Successor during each year of a Payout Period shall equal the quotient obtained by dividing the undistributed Vested Accrual Differential of such former Partner on the last day of the preceding year (after giving effect to all distributions, credits, charges and any vesting made or occurring on that date) by the number of years remaining in the Payout Period, including the current year. The amount payable in each year shall be paid in equal monthly installments on the last day of each month, except that (i) the January installment in each year may be paid in February, and (ii)



interest accrued during the last year of a Payout Period shall be paid with the last monthly installment.

(b) Within 180 days after the Withdrawal Date of a Partner the Partnership shall pay to such Partner or his or her Successor a lump sum cash payment equal to such Partner's Minimum Balance plus any other amounts in his or her Capital Account which he or she was entitled to withdraw as of the day preceding the Withdrawal Date (such Minimum Balance plus such immediately withdrawable amounts, the "Initial Payment"). No interest shall accrue or be payable in respect of the Initial Payment. The Executive Committee may determine when during such 180 day period the Initial Payment will be distributed to the withdrawing Partner. In making its determination, the Executive Committee may take into account, among other factors it shall deem relevant, the efforts of such Partner to satisfy his or her obligations specified in the last sentence of Section 2.5.

(c) In the event a loss which is amortized in accordance with Section 3.2(d) shall occur during or prior to a Partner's Withdrawal Year, the portion of such loss to be amortized after such Withdrawal Year (as such amount may be discounted to reflect the then present value of such amount as determined by the Executive Committee) shall be allocated to that Partner on the basis of that Partner's proportionate share of the annualized Unit and Percentage participation as of the Withdrawal Date of such Partner, computed by taking into account Unit and Percentage participations in the Partnership and unit and percentage participations of Resident UK Partners in S&A-UK (adjusted as provided in Section 3.3(c)), and

this allocated amount (the "Allocated Amount") shall be charged to that Partner's Capital Account, in the manner set forth in the next sentence, in the Withdrawal Year prior to any withdrawal, payment or distribution to such Partner or his or her Successor occurring after such Partner's Withdrawal Date. The Allocated Amount shall be charged: first to such Partner's unvested Accrual Differential, if any, second to such Partner's Vested Accrual Differential, if any, third to any amount then distributable to such Partner pursuant to Section 3.4, as if such charge were a Negative Guarantee, and last to such Partner's Minimum Balance. Any remaining amount shall be charged to the income of the Partnership for the Withdrawal Year.

(d) Notwithstanding the provisions of Section 4.3(a), if a Partner who was a Partner on December 31, 1997 withdraws (except (i) by reason of death or disability, or (ii) after the age of 57 with the prior written approval of the Executive Committee) or is expelled from the Partnership prior to attainment of age 60, the amount of such Partner's Vested Accrual Differential which does not exceed the lesser of \$100,000 and such Partner's Vested Accrual Differential on his or her Withdrawal Date (the "Second Payment"), plus accrued interest credited thereafter on the undistributed balance of the Second Payment in accordance with Section 4.2, shall be distributed to such Partner over a Payout Period commencing in the year following his or her Withdrawal Year in accordance with the last two sentences of Section 4.3(a), as if the Second Payment were the Vested Accrual Differential. Any excess of the Vested Accrual Differential over the Second Payment shall be distributed to such former Partner over a Payout Period commencing in the year following his or her Payout Commencement Date in accordance with the last two sentences of Section 4.3(a). The Executive Committee may waive or modify the

application of the preceding sentence to the extent it deems such waiver or modification to be in the best interest of the Partnership.

4.4 Memorandum Accounts. (a) A Memorandum Account has been established for each Partner who held Percentages as of December 31, 1985, and such account has been credited with amounts as provided in Section 3.3 of the partnership agreement of the Partnership as in effect prior to December 8, 1992.

(b) In the event a change in federal tax law shall require the taxable income allocable to Partners to be computed on an accrual basis of accounting resulting in the Memorandum Account, or portions thereof, being taxable to the Partner prior to the time at which such Partner is entitled to receive payment thereof, the Partnership shall either: (i) advance to the Partner as a prepayment of a portion thereof an amount equal to the federal income tax (calculated at the highest marginal rate) payable with respect to the excess of the taxable income so required to be reported over the income which would have been reported had such change in the law not occurred, or (ii) increase the interest rate with respect to interest credited on such excess to a rate determined by dividing the rate computed under Section 4.2(a) by a percentage determined by subtracting from one the highest marginal tax rate.

(c) A Partner's Memorandum Account shall be distributed to such Partner, or his or her Successor, during the five calendar years following such Partner's Withdrawal Year in equal monthly installments on the last day of each month, together with the interest credited to

such account in accordance with Section 4.2(c); provided that: (i) interest accrued during the fifth year shall be paid with the last monthly installment; and (ii) if a Partner withdraws or is expelled from the Partnership and thereafter within the five calendar years following such Partner's Withdrawal Year and prior to attainment of age 65 such Partner engages in the private practice of law other than for the benefit of the Partnership, any installments to be paid in years from and after the date such Partner so engages in the private practice of law shall be deferred and paid out in the number of installments remaining due, commencing with the year following the first to occur of such Partner's death or attainment of age 65. Interest shall accrue and be credited during any period of deferral.

4.5 Adjustment of Withdrawal Date: Proration. (a) Notwithstanding the provisions of Section 4.3, if a Withdrawal Date occurs other than at the beginning of a Fiscal Year, the Executive Committee may determine that such Withdrawal Date shall be deemed to have occurred either at the beginning of such Fiscal Year or at the beginning of the next succeeding Fiscal Year for purposes of determining the amount of income to be allocated to the Partner who experienced the Withdrawal Date, or in the event of death, to the Partner's Successor, on account of income earned prior to, but collected after, the Withdrawal Date. If the Executive Committee makes such determination and such determination may reasonably be expected to result in a financial inequity either to the Partner experiencing the Withdrawal Date, or Successor, or to the remaining Partners, the Executive Committee shall make equitable adjustment by way of a Guarantee adjustment. Further, in the event of such determination, the

current income of the Partner experiencing the Withdrawal Date for the Withdrawal Year shall be prorated through an appropriate Guarantee adjustment.

(b) If another Partner succeeds to a Unit or Percentage participation as a result of a Withdrawal Date, such Unit or Percentage participation shall be treated for accounting purposes in the same manner as the Unit or Percentage participation relinquished, with such adjustment, if any, as the Executive Committee shall determine appropriate. If a Unit or Percentage participation relinquished by reason of a Withdrawal Date is not transferred to another Partner prior to the end of the Withdrawal Year, the amount of the current income which would have been payable to the Partner experiencing the Withdrawal Date for the period from the Withdrawal Date until the end of the Withdrawal Year shall constitute a Negative Guarantee to the Partner or Successor.

4.6 Other Payments: Prepayments. The Executive Committee may in its discretion agree with a Partner who has attained the age of 65 or whose participation in the Partnership is or has been reduced or eliminated, or with a former Partner, or such Partner's or former Partner's Successor, on a lump sum payment or payments to be made to such Partner, former Partner or Successor, in lieu of some or all of the amounts to which he or she would otherwise be entitled with respect to such Partner's Capital Account or Memorandum Account. Such agreement shall supersede the provisions of Sections 4.3 and 4.4 with respect to payments on account of Capital Accounts or Memorandum Accounts. Payment of all or any portion of the agreed amount or amounts shall fully discharge and release the Partnership from liability for any

and all claims, of whatever nature, that such Partner, former Partner or Successor may have against the Partnership as of the date of such payment other than the payment of any unpaid portion of such agreed amount. Any amounts by which the payment differs from the amounts which would have been payable under Sections 4.3 and 4.4 absent the lump sum payment shall be charged or credited to Partnership miscellaneous income or expense as appropriate.

4.7 Payments to Successor. If an individual Partner has designated a Successor other than such Partner's estate, the Partnership will endeavor to honor such designation by paying to such Successor all moneys otherwise payable to the Partner's estate, but shall incur no liability to the deceased Partner's personal representative or to any other person if for any reason such payments are determined by a court of competent jurisdiction to be in violation of the rights of such personal representative or of others.

4.8 Determination of Amounts Due. Each Partner agrees, for such Partner and such Partner's Successor, to accept, with respect to the amounts due such Partner or Successor from the Partnership, such determination as shall be made by the Executive Committee and concurred in by such accounting firm as shall have audited the accounts of the Partnership for the Fiscal Year for which any such determination is made; and to waive the furnishing or filing of any inventory, accounting, or appraisal of the assets of the Partnership or the giving of any security for the settlement of the Partnership affairs or for the payment of such amounts as may be due from the Partnership to such Partner or Successor. Each Partner further agrees that from and after his or her Withdrawal Date, such former Partner or his or her Successor shall have only the

rights to receive, in accordance with this Agreement, the amounts to which such former Partner is entitled, and during the continuance of the Partnership, such former Partner or his or her Successor shall not be entitled to interfere in the management or administration of the Partnership business or affairs, or to require the furnishing of any information or account of Partnership transactions, or to inspect the Partnership books. Each individual Partner agrees to endeavor to keep in effect at all times a valid will making appropriate reference to this provision and directing the Partner's personal representative accordingly, but failure to do so will not be deemed a violation of this Agreement.

**PART V**  
**PARTNERSHIP GOVERNANCE**

5.1 Powers of Executive and Management Committees. (a) Except as otherwise provided in this Part V, all Partnership governance, including determination of salaries, expenses, Partners' participation in Partnership profits and losses, required Minimum Balances of Partners, investment of Partnership funds, designation of Counsel, and the admission and expulsion of Partners is delegated to an Executive Committee (the "Executive Committee"). Each Partner shall, on all matters related to the administration of the affairs of the Partnership, be subject to the direction and control of the Executive Committee.

(b) The Executive Committee shall advise and consult with other Partners to such extent as the Executive Committee may deem advisable and in the best interest of the Partnership. The Executive Committee shall appoint a Management Committee (the "Management Committee") and such subordinate administrative committees as it may deem advisable. The Management Committee shall have general responsibility and authority for the administration of the affairs of the Partnership and general supervision over the administrative committees. Subordinate administrative committees shall have such responsibilities as the Executive Committee shall from time to time determine.

5.2 Composition of Committees. (a) The Executive Committee shall consist of such individual lawyers (all of whom shall be either Partners holding Percentages or Proxies of P.C. Partners holding Percentages, except as the Executive Committee shall otherwise provide) as may from time to time be designated by Partners then holding a majority of all Percentages. The Executive Committee's decisions shall be made on the basis of a vote of those Executive Committee members, voting directly or by proxy, holding a majority of the Percentages represented directly or by proxy by members of the Executive Committee, provided that the determination of Partners' participation in profits and losses, and the admission and expulsion of Partners shall require the approval of Partners (whether or not members of, or represented on the Executive Committee) then holding a majority of all Percentages.

(b) No individual shall serve as a member of any committee of the Partnership after the year in which such individual attains age 65 unless requested to do so by majority vote of



those Executive Committee members who have not attained age 65, and who hold in person or by proxy a majority of the Percentages represented directly or by proxy by members of the Executive Committee.

5.3 Practice Development Expenses. The Management Committee may authorize expenditures for practice development which are reasonable and in the best interest of the Partnership. Except as authorized by the Management Committee, each Partner shall pay professional expenses incurred by such Partner individually, or in the case of a P.C. Partner, its employee, including expenses of entertainment of clients and others for professional or business reasons, expenses of attending business, professional and civic meetings, expenses of maintaining contacts helpful to the Partnership or the Partner and club dues.

5.4 Audits. Such accounting firm as the Executive Committee shall select shall audit the Partnership's books in accordance with generally accepted auditing standards; and the determination by that accounting firm of any accounting question shall bind all Partners.

5.5 Dispute Resolution. Any dispute, grievance, or claim of any Partner, former Partner, Successor or shareholder or employee of a P.C. Partner or former P.C. Partner regarding the Partnership, including any dispute, grievance or claim of any nature against the Partnership, or against any other Partner in connection with any matter related to the Partnership or the administration of the affairs of the Partnership, shall, if it cannot otherwise be resolved within the Partnership, be referred by the Partner asserting such dispute, grievance or claim to the

those Executive Committee members who have not attained age 65, and who hold in person or by proxy a majority of the Percentages represented directly or by proxy by members of the Executive Committee.

5.3 Practice Development Expenses. The Management Committee may authorize expenditures for practice development which are reasonable and in the best interest of the Partnership. Except as authorized by the Management Committee, each Partner shall pay professional expenses incurred by such Partner individually, or in the case of a P.C. Partner, its employee, including expenses of entertainment of clients and others for professional or business reasons, expenses of attending business, professional and civic meetings, expenses of maintaining contacts helpful to the Partnership or the Partner and club dues.

5.4 Audits. Such accounting firm as the Executive Committee shall select shall audit the Partnership's books in accordance with generally accepted auditing standards; and the determination by that accounting firm of any accounting question shall bind all Partners.

5.5 Dispute Resolution. Any dispute, grievance, or claim of any Partner, former Partner, Successor or shareholder or employee of a P.C. Partner or former P.C. Partner regarding the Partnership, including any dispute, grievance or claim of any nature against the Partnership, or against any other Partner in connection with any matter related to the Partnership or the administration of the affairs of the Partnership, shall, if it cannot otherwise be resolved within the Partnership, be referred by the Partner asserting such dispute, grievance or claim to the

Executive Committee for resolution. The Executive Committee shall resolve each dispute, grievance or claim taking into consideration applicable law, fairness to such Partner, and the best interests of the Partnership; provided that any dispute, grievance or claim relating to admission or expulsion of a Partner shall be determined by the Executive Committee based solely on the best interests of the Partnership.

5.6 Arbitration. (a) The Partnership and each Partner, former Partner, Successor, and shareholder or employee of a P.C. Partner or former P.C. Partner shall settle solely by binding, non-appealable arbitration any dispute, grievance or claim arising out of or in any way relating to the Partnership, including: (i) the administration of the affairs of the Partnership, (ii) any dispute, grievance or claim of whatever nature such Partner or other person may have against the Partnership or against any other Partner, and (iii) any dispute, grievance or claim of whatever nature the Partnership may have against any Partner or such other person. Whenever Section 5.5 shall apply, no arbitration shall be commenced by any Partner, former Partner, Successor, or shareholder or employee of a P.C. Partner or former P.C. Partner until after completion of the process provided for in Section 5.5 for each dispute, grievance, and claim to be asserted in the arbitration.

(b) Notwithstanding the foregoing provisions of this Section 5.6 and Section 5.5, the Partnership may request such injunctive relief as may be necessary to prevent irreparable harm, pending ultimate determination of the matters in dispute through arbitration. Any injunctive relief may be sought in the state or federal courts sitting within Cook County, Illinois.

(c) Any arbitration pursuant to this Section 5.6 shall be in accordance with the rules for Non-Administered Arbitration of Business Disputes issued by the CPR Institute for Dispute Resolution, 366 Madison Avenue, New York, New York 10017 (or its successor in interest). The arbitration shall take place in Chicago, Illinois or such other location as the parties may agree and shall be governed by the United States Arbitration Act, 9 U.S.C. §§1-16. Judgment on the arbitration award may be entered by any court having jurisdiction.

(d) All matters relating to such controversy and the arbitration claim, including memoranda, documents and other written material submitted to the arbitrators or the parties to the arbitration or otherwise germane to the subject matter of the arbitration, any record of proceedings and the decision of the arbitrators shall be held in confidence by the Partnership and by each Partner or former Partner who is a party thereto and his or her Successors, personal representatives, agents and assigns, and in the case of a P.C. Partner or former P.C. Partner by its shareholders and employees, and shall not be released to any third party except pursuant to legal mandate, nor shall any comment, statement or other oral or written expression regarding the subject matter or resolution of such controversy or claim be issued, without the written consent of the parties.

**PART VI**  
**MISCELLANEOUS PROVISIONS**

6.1 Loan Guarantees. At the request of a Partner (the "Requesting Partner"), the Partnership will execute and deliver to a bank or commercial lender a guarantee by the Partnership of the payment of indebtedness of such Partner to such lender not to exceed the lesser of (i) \$100,000 and (ii) such Partner's Accrual Differential, plus accrued and unpaid interest on such indebtedness. Prior to the delivery of such guarantee, the Requesting Partner shall execute and deliver to the Partnership a reimbursement agreement, in such form and containing such terms and conditions as the Partnership shall reasonably request, with the obligations of the Requesting Partner thereunder to be secured by a pledge of such Partner's Capital Account.

6.2 Indemnity. In addition to any other right to indemnity or contribution available to a Partner, the Executive Committee may, in its discretion, cause the Partnership to indemnify any Partner or former Partner, and in the case of a P.C. Partner, its officer and employee, and their respective Successors, heirs, executors and administrators, from any liability, loss or expense incurred by such Partner or former Partner, in the conduct of the business of the Partnership including the administration of the affairs of the Partnership. Any liability, loss or expense, including any required contributions, incurred or made by a Nonresident UK Partner as a result of his or her status as such, shall be deemed to have been incurred or made in the conduct of the business of the Partnership for purposes of this Section 6.2.

6.3 Remaining Assets of Partnership. At the end of the last Fiscal Year of the Partnership, any assets of the Partnership remaining after payment of all liabilities and the payment of all distributions required by Sections 4.3 and 4.4 (whether or not then due) shall be owned by the Partners in proportion to the amount of their respective Capital Accounts as of the last day of such Fiscal Year, as reduced by any amounts which each Partner was entitled to withdraw as of such last day. In the event the assets remaining after the payment of all liabilities shall be insufficient to pay all distributions required by Sections 4.3 and 4.4, such assets shall, in order of priority, be applied: first, to the payments required by Section 4.3(b), next to the payments required by Section 4.4 and thereafter to the payments required by Sections 4.3(a) and 4.3(d), in each case whether or not then due.

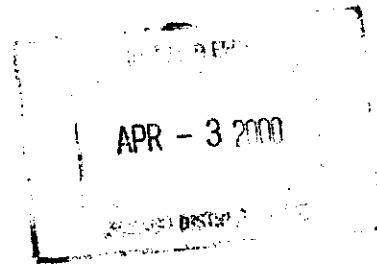
6.4 Amendments. Any amendment or restatement of this Agreement, if signed or initialed by Partners then holding a majority of all Percentages, shall be effective as though signed or initialed by all Partners. A copy of any amendment of this Agreement (but not any schedule of participations or separate agreement between a Partner and the Partnership) shall be furnished to every Partner within a reasonable time after it is effective.

# EXHIBIT E

## ATTACHMENT 4

March 31, 2000

John C. Hendrickson, Esq.  
Equal Employment Opportunity Commission  
500 W. Madison St.  
Chicago, IL 60661



Dear Mr. Hendrickson:

Pursuant to your request, this letter sets forth the realities of partnership status at Sidley & Austin within the framework of the four-factor analysis set forth in the EEOC Compliance Manual CCH ¶2179.

First, the firm's partnership agreement, which you have already received, is not the result of negotiation, vote of the partnership, or even discussion among the partners. It is presented to partners for execution on a take-it-or-leave-it basis. The agreement is in essence a waiver of all significant partnership rights.

Second, while the firm includes approximately 400 partners (one-half of whom work in Chicago), it is run by an executive committee comprised of about 30 partners, and a management committee comprised of the seven most important members of the executive committee. The executive committee establishes all significant terms of employment and rules and regulations for partners, including their compensation, benefits, time off, and even dress code. The executive and management committees also establish the procedures regarding partners' delivery of legal services (e.g., hourly rates, resolution of client conflicts). Indeed, the authority to admit and dismiss lawyers into or out of the partnership and compensation and their termination arrangements reside within the exclusive purview of the executive committee.

Routine, day-to-day, administrative matters (e.g., assignment of work, training, business development) is done at the practice group level (e.g., real estate, corporate). Groups are headed by group heads who are appointed by the executive committee without vote or discussion of the partnership. The contours of groups and which partners are assigned to the groups, however, are determined by the executive committee (e.g., the decision to have several specialized litigation groups and which lawyers will be assigned to each group). Characteristic of experienced lawyers, partners and all senior associates perform legal services for firm clients with relatively little supervision, depending on the skill of the lawyer and the complexity of the tasks.

In sum, partners who are not on the executive or management committees are subject to the control of the partnership in the same way that employees are subject to the control of an employer.



John C. Hendrickson, Esq.  
Page Two  
March 31, 2000

Third, the executive committee and, particularly, the management committee alone control and manage every significant aspect of the firm's business. Partners like myself who are not on the executive or management committees have virtually no ability to influence the firm. There has never been a vote of the partnership on any matter, including the decision of membership on the management and executive committees. Rather, decisions are announced to the partnership after they have been made by the executive committee. Matters are within the exclusive purview of the executive committee, which is substantially influenced by the members of the management committee, including:

- (a) the amount of partner compensation;
- (b) whether such compensation is based on a percentage of firm profits ("units" or "percents") or on a guaranteed salary ("guarantee");
- (c) the amount of partners' capital contributions;
- (d) admission and dismissal of lawyers into or out of the partnership and compensation and termination arrangements for them;
- (e) expansion, including the opening of new offices and their attendant capital expenditures;
- (f) acquisitions/mergers (which involve substantial capital expenditures and commitments);
- (g) selection of members of the executive committee and the management committee;
- (h) hiring and firing of key administrative personnel (e.g., the firm's administrative director, the CFO); and
- (i) hourly rates for each lawyer in the firm.

There are partners' meetings in each of the firm's offices (Chicago, New York, Washington, Los Angeles, Dallas, and London) three times per year. These meetings last about one hour to one and one half hours. They are no more than show-and-tell sessions (e.g., a description of important cases on which the firm's lawyers are working, how the firm is doing in recruiting new lawyers, and a brief review of the firm's finances), or serve as the place where decisions are announced (e.g., the decision to open a new office, to restructure the retirement age of partners, or to hire a partner with specific expertise). There is also one meeting each year of

John C. Hendrickson, Esq.  
Page Three  
March 31, 2000

all partners worldwide, which is a social event, with a business meeting of three to four hours at which members of the management committee announce firm policy changes and review the firm's finances.

Each partner has an evaluation meeting at the end of each year with a member of the management committee. At this meeting, the partner's performance during the year is discussed. Shortly thereafter, the executive committee notifies each partner of his or her compensation arrangements and capital contributions changes for the following year. Individual partners do not discuss their compensation with each other.

The firm also operates a committee structure with respect to various firm activities and functions. Most partners and several senior associates serve on one or more committees. Some committees are involved in routine matters (e.g., firm social functions, the library). Other committees function in areas where professional expertise is needed (e.g., retirement plan committee, insurance committee). Lawyers with expertise in these areas direct these committees, reporting to the management committee, which makes the decisions in these areas.

One committee, the associate compensation and assignment committee (referred to in the firm as the "care and feeding" committee), operates in an area of some significance. This committee is responsible for reviewing the evaluations of associates submitted by partners and senior associates who work with these associates. In the first three years of their employment, associate compensation generally does not vary from one associate to another. Thereafter, this committee makes recommendations to the management committee as to compensation and whether to retain the associate. The final decision on these matters is made by the executive committee, without discussion or vote of the partnership.

With respect to the decision to advance an associate to partnership, the members of the management committee are personally involved in investigation and review of the facts, including interviewing the candidates and their group heads, members of the associate compensation and assignment committee, and other lawyers who the associate worked for. The executive committee, which makes the final decision, spends a considerable amount of time debating the issue. However, there is no discussion or vote by the partnership, which, along with associates and staff, merely receives a written notice of who has been made a partner.

The executive committee also determines the associate salary structure, e.g., starting salaries, and salary ranges for each level of associate, without discussion with the partners.

In sum, individual partners and the partners as a group, except for the executive committee and management committee members, have no control or influence over the management or establishment of policies of the firm.

John C. Hendrickson, Esq.  
Page Four  
March 31, 2000

Fourth, partners are paid on the basis of the firm's profits. However, the policies and decisions which determine these profits, e.g., hourly rates, capital expenditures, the size and scope of the firm's operations, are determined by the executive committee and management committee. Moreover, the mix between profit and guaranteed compensation for each partner is exclusively determined by the executive and management committees. Similarly, the number of units and percents allocated to each partner, as well as his or her capital contribution, which determines take-home pay, is determined by these committees.

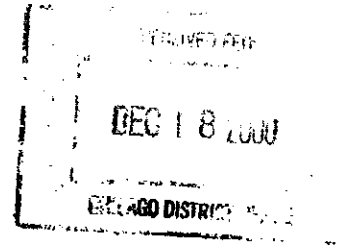
For all these reasons, applying the commission's four-step analysis, the economic realities are that although a partner's compensation is determined by the firm's profits, a partner and the partners as a group at Sidley & Austin have no control of the management of the enterprise. Hence, they should be treated as employees and afforded protection from age discrimination.

I'll be in touch with you within the week.

# EXHIBIT E

## ATTACHMENT 5

December 14, 2000



John C. Hendrickson, Esq.  
Equal Employment Opportunity Commission  
500 W. Madison St.  
Chicago, IL 60661

Re: Sidley & Austin partner demotions

Dear Mr. Hendrickson:

Enclosed are the listings of lawyers by practice groups from Sidley & Austin's Lawyers Manual as of April 1, 1999, before the decision to demote numerous partners to senior counsel, and as of January 1, 2000, after that decision. The stated purpose of the demotions was to transition partners who were generally between 55 and 65 years old into retirement. Therefore, the decision affected a very high percentage of partners in their mid-50s to mid-60s.

Shortly after the demotions, a member of the firm's management committee stated that future decisions to demote partners to senior counsel would depend on their area of specialization. Therefore, it is likely that the firm's management committee proceeded on a practice-group basis in making the demotion decisions which were effective on January 1, 2000.

A comparison of the enclosed April, 1999 practice-group listings to the January, 2000 listings demonstrates which partners were demoted or retired. I have circled the name of each partner on the April, 1999 listing who was demoted or who retired and noted the birth years of each partner on the listing who was in a practice group where a demotion(s) occurred.

There were 15 practice groups firmwide in which a partner was demoted to senior counsel. In 12 of these groups, the oldest partner, or the oldest group of partners, was demoted. For example, in the Chicago corporate group of 35 partners, the oldest five were demoted (three), retired involuntarily (one), or retired (one). Similarly, in the Chicago tax group of 13 partners, the three oldest were demoted (two) or retired involuntarily (one); in the Chicago intellectual property group of 13 partners, the two oldest were demoted; in the Los Angeles real estate group of eight partners, the two oldest were demoted.

Age appears to be a factor even in the remaining three groups. In the Chicago real estate group, consisting of 13 lawyers, the oldest partner was demoted, the next oldest retired, the next oldest was kept on as a partner, and the next oldest was demoted; in the Los Angeles corporate reorganization group, consisting of eight partners, the two oldest partners, who were born in 1946, were kept on as partners, and the next oldest, a female born in 1948, was demoted; and in the Washington, D.C. litigation (regulatory and economic) group, consisting of 25 partners, the oldest, born in 1943, was kept on as a partner and the next oldest, born in 1945, was demoted.

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John C. Hendrickson, Esq.  
Page Two  
December 14, 2000

Hopefully, this information will help you in your investigation.

LISTING OF LAWYERS AND LEGAL ASSISTANTS  
BY OFFICES AND GROUPS

The following pages list lawyers and legal assistants by offices and working groups in the Firm.

The purpose of the groupings is to facilitate the assignment of work and is not intended to departmentalize the work of the office or inhibit assignments crossing over group lines. The partners of each group have the responsibility for equitable and efficient assignment of work to associates and legal assistants within each group. Requests for part-time assignments on particular matters should be addressed to the partners of the group to which the associate or legal assistant is assigned.

Any suggestions for change in basic assignments should be discussed with the Committee on Assignment and Compensation of Associates or the Committee on Assignment and Compensation of Legal Assistants.

**LISTING OF LAWYERS AND LEGAL ASSISTANTS  
BY OFFICES AND WORKING GROUPS**

**CHICAGO**

**PARTNERS**

Minow, Newton N. (Senior Counsel)  
Trienens, Howard J.

**Banking and Financial Transactions**

Albrecht, Thomas W.  
Bartlett, Sara E.  
Bernstein, H. Bruce  
Brown, Thomas P.  
Buck, Willis R., Jr.  
Clark, James E.  
Gold, Michael L.  
Greenberg, Mark I.  
Griffith, Craig A.  
Hochberg, Kevin J.  
Huston, DeVerille A.  
Looman, James R.  
Mullin, George L. \*  
Rothstein, Jeffrey S.  
Stern, Gary B.  
Williams, Douglas H.

D'Amaro, Katherine Johnson (Counsel)  
Gabbay, Alan (Counsel)

**ASSOCIATES**

Bingham, Donald E.  
Caruso, Paul S.  
Gan, Yee-Min +  
Harmon, Teresa W.  
Hickok, Arthur F.  
Himelfarb, Allison J.  
Kirsons, Mark R.  
Lewis, Robert J.  
Menting, Christopher J.  
Miller, Jason H.  
Muller, John J.  
Nicastro, Tracey A.  
Plotner, Todd R.  
Schink, David F.

**LEGAL ASSISTANTS**

Atkinson, Mary M. #  
Jordan, Sally K.  
Reed-Adams, Terry  
Reitz, Rebecca # (Team Leader)  
Salazar, Donald  
Wang, Jennifer  
Tongsy, Cynthia D. #

**Project Assistant**

McNeil, Geoffrey I.

+ Please refer to Page R-36  
\* Principal Group Assignment in other office of the Firm.

# Senior Legal Assistant



CHICAGO continued

PARTNERS

Corporate and Securities

Astle, Richard W. 55  
 Barden, Larry A. 56  
 Blatchford, Kevin F. 61  
 Box, John R. 58  
 Boyd, David D. 39  
 Choi, Paul L. 64  
 Clemens, Richard G. 40  
 Cole, Thomas A. 48  
 Daw, Tracy D. 65  
 DeCarlo, William S. 50  
 Delp, Wilbur C., Jr. 34  
 Fitzell, Stephen P. 54  
 Freeman, Robert P. 62  
 Freer, Todd D. 51  
 Gregg, Jon M. 43  
 Hron, Michael G. 45  
 Jha, Pran 66  
 Kaput, Jim L. 60  
 Leahy, Christine A. 64  
 Lowinger, Frederick C. 55  
 Nesler, Joseph H. 56  
 O'Hare, John M. 46  
 Osimitz, Dennis V. 51  
 Qasim, Imad I. 57  
 Robbins, Richard E. 62  
 Robinson, Martin F. 39  
 Sacha, Alfred N. 56  
 Shaw, Andrew H. 54  
 Sigal, Michael S. 42  
 Sutherland, Steven 59  
 Thomas, Stephen D. 38  
 Treston, Sherry S. 50  
 Vieregge, R. Todd 34  
 von Moltke, Deirdre M. 60  
 Zampa, David J. 64

Ehrman, Joseph S. (Senior Counsel)  
 Flanagan, Neil (Senior Counsel)

Corporate Reorganization and Bankruptcy

Conlan, James F.  
 Henderson, Janet E.  
 Kohn, Shalom L.  
 Krakauer, Bryan  
 Nyhan, Larry J.  
 Steen, Jeffrey C.  
 Picker, Randal C. (Counsel)

ASSOCIATES

Abbinante, Chris E.  
 Ballis, Jon A.  
 Bauman, Janet E.  
 Belsley, Michael D.  
 Benson, Kristen M.  
 Beri, Sandip K.  
 Carey, James L.  
 Carroll, Mary V.  
 Cavan, Mark A.  
 Corbitt, David E.  
 Cornell, Chadwick M.  
 Daniel, Eva Saha  
 Fahrney, Brian J.  
 Flanagan, Sharon R.  
 Gerstman, Gary  
 Gordon, Michael A.  
 Hoffmeyer, Kevin T.  
 Kelsh, John P.  
 Lind, Carol C.  
 Linden, Robert M.  
 McKeever, Susan L.  
 McQueen, Matthew G.  
 Mullin, Joseph C.  
 Pietrzyk, Joseph W.  
 Reategui, Lisa J.  
 Roberts, Sheri  
 Romick, Jason M.  
 Rucker, Kim K. W.  
 Sullivan, Colleen H.  
 Thesing, Thomas M. \*  
 Vainisi, Mark E.  
 Van De Weert, John K.  
 Lazarczyk, Laura (Staff Attorney)

LEGAL ASSISTANTS

Campagna, Juliana V.  
 Christensen, Anders  
 Couch, Jessie J.  
 DeCardy, Daniel J.  
 Hamm, Jennifer H.  
 Kerschhackl, Denise M. # (Team Leader)  
 Mitchell, Robert  
 Schmidt, Betsy Ann  
 Schroeder, Heidimarie  
 Thornson, Betty A. # (Team Leader)

Document Assistant

Brigitte Cooper

Cunningham, Anne

Project Assistant

Summerfield, Susan

E0327

\* Principal Group Assignment in other office of the Firm.

# Senior Legal Assistant

\* On information and belief, involuntarily retired, January 1, 2000.

CHICAGO continued

PARTNERS

ASSOCIATES

LEGAL ASSISTANTS

Derivatives, Financial Services and Litigation

Cauley, Thomas K., Jr.  
 Harrison, Joseph H., Jr.  
 Hunt, Lawrence H., Jr.  
 Kerr, William D.  
 Nedeau, Jodie L.  
 Nesler, Joseph H.  
 Nissen, William J.  
 Rovine, Joshua B. \*+  
 Sawyer, David R.  
 Schmidtberger, Michael J. \*+

Biery, James B.  
 Lehner, Randall M.  
 Howard, Brad D.  
 Montpas, Scott  
 Nery, Joseph F.  
 Richardson, David M.  
 Ruiz, Michele I.  
 Donato, Paula M. (Staff Attorney)  
 Fletcher, Catherine L. (Staff Attorney)

Asner, Frances  
 Crissie, Kelly  
 Hartmann, Michelle L. # (Team Leader)  
 Rauhuk, Gerard J. #  
 Semla, Leena

Project Assistant

Ragsdale, Barbara  
 Zabloudil, Susanne

Employee Benefits

Dickstein, Beth J.  
 Ferencz, Robert A.  
 Johnson, Matthew E.  
 Kinn, Michael J.  
 Malstrom, Robert A.  
 Niehaus, Mary C.  
 Ryan, Priscilla E.  
 Shepherd, Stewart

Barone, Lynn M.  
 Grahl, Christine H.  
 Helmer, Colleen  
 Hickey, Cynthia A.  
 Kim, Soo Y.  
 Liu, Eileen  
 Polich, Melissa K.  
 Stutz, Robert B.

Sals, Janice M. #

Employment and Labor Law

Allen, Julie O'Donnell 58  
 Casey, Patrick S. 59  
 Gold, Brian J. 57  
 Gross, Scott E. 59  
 Jones, Linzey D. 54  
 Kipperman, Lawrence I. 41  
 Levi, John G. 48  
 Roberts, Thomas A. 51  
 Whitehead, James S. 48

Chang, Edmond E.  
 Gentleman, Amy B.  
 Humber, Christopher E.  
 Lamfalusi, Melissa E.  
 Lotsoff, Jonathan D.  
 Shuman, Ann K.  
 Toolis, Shannon A.  
 Weiss, James D.  
 Wittenberg, Elissa G.

Chester, Angelyn

Project Assistant

Rodriguez, Arturo

+ Please refer to Page R-36  
 \* Principal Group Assignment in other office of the Firm.

# Senior Legal Assistant

CHICAGO continued

PARTNERS

Environmental Law

Bielawski, Alan P.  
Cahan, James N.  
Dickett, William G.  
Hanebutt, Pamela R.  
Leonard, Laura L.  
McMahon, Thomas M.  
Olian, Robert M.  
Schlickman, J. Andrew  
Taylor, Byron F.  
Warchall, James F.

Doyle, Carol A. (Counsel)  
Kenney, Edward P. (Counsel)

Estate Planning, Trusts and Estates

Bart, Susan T.  
Berning, Larry D.  
Hitzeman, James W.  
Klein, Jordan A.  
McDonough, John M.  
Stinehart, James R.  
Svoboda, Paul A.  
Swaney, Thomas E.  
Welch, Lyman W.

Bixby, Frank L. (Senior Counsel)  
Carroll, James J. (Counsel)

Federal and State Taxation

\* Barr, J. Robert 36  
\* Battle, Frank V., Jr. 42  
Clark, Michael A. 54  
Ferguson, Bradford L. 47  
\*\* Golden, William C. 36  
Heyman, Scott J. 62  
Kennedy, Gina B. 54  
O'Neill, Bridget R. 63  
Schlessinger, Michael R. 59  
Simon, John P. 53  
Sorensen, Sharp 57  
Wootton, Robert R. 52  
Zimble, Jay H. 50

King, Sharon L. (Senior Counsel) 32

Health Care

Bierig, Jack R.  
Dechene, James C.  
Kraft, Jeffrey G.  
Raskin, Richard D.  
Skinner, Mary Jacobs  
Williams, Latham

Fleisher, Lynn (Counsel)

ASSOCIATES

Harris, Susan Vavra  
Heyde, John M.  
Radovich, Joan  
Westerfield, Evan B.

Chan, Denise M.  
McAleenan, Brian A.  
Schoenmeyer, Joel A.  
Stanton, Karen M.

Aderman, Richard E.  
Advani, Suresh T.  
Cavanaugh, Mark J.  
Franci, Jason K.  
Pryor, Kevin R.  
Young, Todd S.

Cole, Laura J.  
Dunlop, Karen O.  
Howton, David T.  
Kelley, Amy B.  
Stein, Scott D.

Race, Shannon L. (Staff Attorney)

LEGAL ASSISTANTS

Conway, JaneAnne # (Team Leader)  
DeSouza, Linda #  
Orr, Kenneth  
St. Jean, Claire #

Burch, Maureen  
Jacura, Roma M. # (Team Leader)  
Thiessen, Traci L.

Project Assistant

Cetera, Mary

E0329

# Senior Legal Assistant

\* Retired January 1, 2000. On information and belief, the retirement was involuntary.

\*\* Retired effective September 1, 2000; on information and belief offered senior counsel, effective January 1, 2000, or retirement later in the year.

CHICAGO continuedPARTNERSIntellectual Property

Abrams, Hugh 60  
 Baumgartner, William H. Jr. 55  
 Cederoth, Richard A.  
 \* Cribfield, Philip 45  
 Goldman, Alan L. 63  
 Goldstein, Andrew L. 59  
 Kaufmann, Mark L. 64  
 Mason, Henry L. III 41  
 O'Brien, Richard J., Jr. 54  
 Pritikin, David T. 49  
 Rein, Thomas D. 58  
 Stanek, Debra J. 59  
 Veith, Paul E. 65  
 Pechette, Jean Marie (Counsel) 57  
 Willian, Clyde F. (Senior Counsel) 30

Litigation -- Antitrust and Commercial

Alexis, Geraldine M.  
 Carlson, Walter C.  
 Douglas, Charles W.  
 Klevorn, Andrew G.  
 Lawniczak, Brandon D.  
 Mendeloff, Scott T.  
 Raven, Marc E.  
 Ryan, Thomas F.  
 Treece, John W.  
 Zessar, Bruce M.

Litigation -- Financial and Securities

Childs, Linton J.  
 George, John M., Jr.  
 Kapnick, Richard B.  
 Lloyd, William F.  
 Schiffman, David M.  
 Sweeney, Michael J.  
 Temple, Nancy A.  
 Tone, Jeffrey R.  
 Trela, Constantine L.  
 Vanker, Frank B.  
 Washburn, Melville W.  
 Watson, Robert R.

ASSOCIATES

Cass, Russell E.  
 Chu, Nancy Y.  
 Clessuras, James G.  
 Drescher, Gregory P.  
 Groulx, Heidi P.  
 Healey, Brendan J.  
 Howard, Erick C.  
 Hwang, Joanne  
 Lewis, Douglas I.  
 Meier, Cheryl L.  
 Miller, Joseph S.  
 Schneider, Lisa A.  
 Yovits, Steve

DuCharme, Nancy K. (Staff Attorney)

Aizenberg, Gabriel  
 Bess, Michael D.  
 Bish, Suzanne E.  
 Blickensderfer, Matthew C.  
 Ducayet, James W.  
 Giardina, Davinassd C.  
 Keller, Russell  
 Kenney, Colleen M.  
 Rudzin, Abby F.  
 Spalding, Robert M.  
 Wilde, Marjorie Golis

Cotton, Deborah L. (Staff Attorney)

Cipriano, Lisa M.  
 Deutsch, Adam B.  
 Goel, Asheesh  
 Jones, Carol A.  
 McCann, Michael E.  
 Sharer, Jeffrey C.  
 Sheppard, Hille R.  
 Trivedi, Harit U.

LEGAL ASSISTANTS

Courtright, Steven B.  
 Donato, James F.  
 Hampton-Manley, Emily  
 Hess, Jo A.  
 Lee, Catherine  
 Leppert, Juliet # (Team Leader)  
 Kozlowski, Debra  
 Vega, Mercedes

Project Assistants

Stein, Elyssa

Horan, Micah B.  
 Leppert, Juliet # (Team Leader)  
 Ochwat, Debbie  
 Sorce, Kathy E.  
 Thomas, Jennifer #  
 Tiedeman, Lance  
 Timosciek, Carol R. #  
 Woolworth, Lisa

Project Assistants

Antonson, Luke C.

Harwood, Suzanne E. # (Team Leader)  
 Rooney, Daniel T.  
 Sikaitis, Karyn L. #

Project Assistant

Chorba, Michael  
 Haines, Mark C.  
 Rebic, Nebojsa

\* Made senior counsel and reassigned to corporate effective January 1, 2000.

# Senior Legal Assistant

CHICAGO continued

PARTNERS

Litigation -- General

Angst, Gerald L.  
 Artwick, Frederic J.  
 Blocker, Mark B.  
 Burns, James B.  
 Carlson, Stephen C.  
 Conlon, William F.  
 Doss, Michael P.  
 Gallo, John N.  
 Graham, David F.  
 Hardgrove, James A.  
 Harrison, Holly A.  
 Johnson, David B.  
 Kelly, Gerard D.  
 O'Malley, Richard F., Jr.  
 Rea, Anne E.  
 Roach, Kathleen L.  
 Robbins, Ellen S.  
 Sneed, William M.  
 Stinson, James R.  
 Stone, Susan A.  
 Sundvall, Sheila A.  
 Weber, Susan A.

Flood, Maripat (Counsel)  
 Hausten, Lisa A. (Counsel)  
 Heller, John A. (Counsel)  
 Morsch, Thomas H. (Senior Counsel)

Litigation -- Insurance, Product Liability and Malpractice

Beyer, Stephan V.  
 Davis, Michael W.  
 Easton, Lory B.  
 Eaton, Maja C.  
 Ellison, Steven J.  
 Fahrney, Mary Beth  
 Gourley, Sara J.  
 Jett, Rick L.  
 Kapshandy, Timothy E.  
 Marshall, Prentice H., Jr.  
 Schoon, Eugene A.

ASSOCIATES

Bhum, Rachel M.  
 Goldberg, David A.  
 Hammerman, Joel M.  
 Ieleja, Linda T.  
 Kelly, Erin E.  
 Mattson, Eric S.  
 Nichols, Kristin A.  
 Niewoehner, Christopher S.  
 Rettberg, Kyle D.  
 Schenk, Stephanie Irwin  
 Tarsney, Peter J.  
 Woollen, Michelle  
 Wyland, Neil H.

Arroyo, Laurice Z.B.  
 Katz, Steven F.  
 Kelber, Tamar B.  
 LePar, Lori J.  
 Lyke, Sarah R.  
 MacIntyre, Shona M.  
 Osmond, Darin V.  
 Ricca, Catherine A.  
 Varnell, Robert C.  
 Warner, Scott L.

LEGAL ASSISTANTS

Jordan, Anthony  
 Labuz, Donna #  
 Lucenko, Danuta  
 O'Connell, Kathleen M. # (Team Leader)  
 Robinson, Betty E. #

Project Assistants

Johnston, Elizabeth R.  
 Manning, Katherine A.

Andolong, Miguel  
 Block, Barbara # (Team Leader)  
 Bonovich, Anne  
 Dillard, Michelle R.  
 Jacob, Gary W. #  
 Kauffman, Lisa  
 O'Keefe, Julie  
 Perlstadt, Roger  
 Witkowski, Dianne #

Nurse Consultants

Brown, Anastasia K., R.N.  
 Nihill, Barbara M., R.N. ##  
 Pluth, Kristy J., R.N. ##  
 Schenck, Paula, R.N.  
 Stolpe, Kerstin G.

Project Assistants

Edgar, Anthony  
 Taylor, Belinda

Document Assistant

Morataya, Branton

---

# Senior Legal Assistant  
 ## Senior Nurse Consultant

CHICAGO continued

PARTNERS

ASSOCIATES

LEGAL ASSISTANTS

Litigation -- Telecommunications, Energy and Petrochemical \*

Ambrose, Gerald A. 47  
 Carpenter, David W. 50  
 Eimer, Nathan P. 49  
 Findlay, D. Cameron 59  
 \*\*\* Lasky, Laurence D. 40  
 Martin, R. Eden 40  
 \*\*\* Miller, Michael I. 37  
 Polek-O'Brien, Anastasia 64  
 Read, Sarah J. 56  
 Solberg, Scott C. 63  
 Stahl, David M. 46  
 Steptoe, Philip P. III 51  
 Thomas, Dale E. 47  
  
 Lewis, Roger F. (Senior Counsel) 36  
 Merrill, Thomas W. (Counsel) 49

Blim, John M.  
 Conlon, Erica J.  
 Goldberg, Robert B.  
 Greenwood, Vanessa L.  
 McNamara, Matthew F.  
 Meyer, Lisa S.  
 Meyerov, Viktoriya  
 Moritz, Michelle K.  
 Mulligan, Kathleen M.  
 Rosen, Courtney A.  
  
 Mick, Mitchel A. (Staff Attorney)

Baranowski, Christine #  
 Fornwall, Kelly L.  
 Hahn, Kandi # (Team Leader)  
 Patton, Janice E. #

Litigation -- Unassigned

Real Estate

Aiello, Anthony J. 61  
 Aronson, Virginia L. 47  
 Furda, Gregory H. 46  
 Maganuco, Robert J. 50  
 Marovitz, James D. 39  
 McCloy, Elizabeth K. 59  
 Monson, Paul D. 57  
 Rafkin, John M. 62  
 \*\*\* Ritchie, Albert 39  
 Schrank, Charles E. 60  
 Smolen, Lee M. 60  
 Stallworth, Stanley B. 63  
 Vree, Roger A. 43  
  
 Hill, David R. (Counsel) 57

Arado, Frank E.  
 Bull, Robert E.  
 Coghlan, Dennis M.  
 Cotter, Carrie F.  
 Knake, Kristin  
 Klein, Michael J.  
 Massmann, Andrew P.  
 Mukamal, Betsy J.  
 Raguse, Rick A.  
 Saef, Scott E.  
 Sheinfeld, Kari B.  
 Siegel, David J.  
  
 Larson, Julie (Staff Attorney)

Mobley, Jonathan

Jones, Lucille  
 McClendon, J. Connie # (Team Leader)

State and Local Government/Immigration

Donenfeld, J. Douglas 45  
 Freer, Todd D. 51  
 Kolkmeier, Kiplund R. 62  
 \*\*\* Robinson, Martin F. 39

Payne, Timothy G.  
 Saef, Scott E.

deBrun, Rosario # (Team Leader)  
 Gaughan, Marcia  
 Hartung, Heather L.  
 Shackelford, Andrew W.

Project Assistant

Lenburg, Jennifer  
 Stein, Alon

\* Practice group renamed "Litigation - Commercial and Regulatory," effective January 1, 2000.

\*\* On information and belief, Mr. Lasky, who died prior to January, 2000, was to be senior counsel.

\*\*\* Mr. Martin became a part-time partner effective January 1, 2000.

E0332  
 # Senior Legal Assistant

\*\*\*\* 4/1/99 Mr. Ritchie retired effective January 1, 2000. R-24

\*\*\*\*\* Mr. Robinson was in two practice groups, (1) corporate and securities; and (2) state and local government/immigration. effective 1/1/00. he became sr. counsel in corporate group.

LOS ANGELES

PARTNERS

Corporate and Banking

Bekemeyer, Dennis L. + 43  
 Ben-Yehuda, Ron C. 61  
 Cohen, David B. 49  
 Cohen, Gary L. 46  
 Denker, Ian, George 28  
 Eddy, Edward D. III 51  
 Kadlec, Robert W. 63  
 Kupietzky, Moshe J. 44  
 Levin, Kenneth 53  
 Loftin, Laura A. 55  
 \* Lu, Eugene Y.C.  
 McLain, Thomas E. 46  
 Samuels, Sherwin L. 35  
 Schultz, Mark D. + 59  
 Wright, Michael D. 62  
 Yamaguchi, Colleen S. + 60

Corporate Reorganization and Bankruptcy

Hagle, Jennifer C. 61  
 Havel, Richard W. 46  
 Landsberg, Perry L. 56  
 Lantry, Kevin T. 58  
 Neely, Sally S. 48  
 Patterson, Thomas E. 60  
 Peters, Richard T. 46  
 Samuels, Joel G. 59

Employment and Labor Law

Berman, Jeffrey A.  
 Griggs, Johnny

Environmental

Burhenn, David W.  
 Gest, Howard D.  
 Praitis, Judith M.

Health Care

Fabrikant, Robert  
 Yong, Yee-Yoong

ASSOCIATES

Albright, Catherine E.  
 Arnold, Rachel R. +  
 Bischel, Charlotte L.  
 Good, Samantha B.  
 Kaplan, Jonathan M.  
 Korn, Brian S.  
 Morimoto, Robert T.  
 Myaskovsky, Elena  
 Robertson, James V.  
 Stark, Deborah  
 Wallman, Marcus

Brenner, Jonathan M.  
 Kenny, Marie B.  
 Pedroza, Octavio A.  
 Smiles, Joan E.  
 Sud, Sonya  
 Watts, Daron

Au, Alan  
 Lally, Amy L.

Daley, V. Rene  
 Teran, Claudia R.

LEGAL ASSISTANTS

Bernstein, Kimberly A.  
 Gardner, Melinda  
 Lipp, Sheryl  
 Ritter, Lori A.  
 Vasquez, Minerva

Project Assistant

Acosta, Alfred

Lutes, David

Dieckmann, Lorrie

Project Assistant

Smith, Marya

Taylor, Wilhemina

+ Please refer to Page R-36

4/1/99

R-26

\* Could not find birth year; apparently left firm.

E0333

DALLAS

PARTNERS

ASSOCIATES

LEGAL ASSISTANTS

Patent and Intellectual Property - Litigation and Prosecution

Andrews, Garland P.  
Bradley, James P.  
Chauza, Roger N.  
Cotropia, Charles S.  
Dondrea, John A.  
Evert, Elisabeth A.  
Fifield, William O.  
Gustavson, William R.  
Hansen, Eugenia S.  
Hitchcock, David L.  
Medlock, V. Bryan, Jr.  
Nixon, Dale B.  
Sunon, Michael O.

Arnott, John J.  
Barnes, Nathanael G.  
Chen, Li  
Cooper, Rodney A.  
Cover, Kathi A.  
Jones, Matthew D.  
Kubasta, Kelly J.  
McSpadden, William D.  
Perkins, Stephen B.  
Ray, Gary A.  
Rhines, Steven P.  
Spivey, Jonathan R.  
Tarnay, Thomas N.  
Wheatley, Russell S.

Bigley, Lorie L.  
Boughnou, Stephanie  
Burris, Janna G. (Manager)  
Collins, Kristina R.  
Duron, Kimberlee A.  
Erwin, Teresa J.  
Pereida, Scarlett  
Priddy, Marcia A.  
Pruitt, Brenda G.  
Rommel, Lori  
Standberry, Veronica  
Wolf, Linda J.

Williams, James W. (Senior Counsel)

Project Assistants

Bermejo, Rose

Patent Agents

Davis, Daren C.  
Knezek, Karen L.



LOS ANGELES continued

PARTNERS

Litigation

Applebaum, Amy L.  
 Cohen, Ronald C.  
 Contopoulos, Stephen G.  
 Ellis, Bradley H.  
 Ellis, Steven A.  
 Grad, Richard J.  
 Griggs, Johnny D.  
 Halkett, Kent A.  
 Hanrahan, Thomas P.  
 Harris, James M.  
 Kelley, Michael C.  
 Landau, Jennifer Altfeld  
 Miller, Theodore N.  
 Ostroff, Peter I.  
 Peterson, Linda S.  
 Rubinroit, Howard J.  
 Schmelz, Ronie M.

Real Estate

Battaglia, Philip M. 35  
 Cooper, Scott 50  
 Ellis, William D. 57  
 Hayutin, Marc I. 44  
 Means, George M. 58  
 Rockey, Jay D. 58  
 Spysma, Sarah V.J. 62  
 Wagner, D. William 43

Donlan, James F. (Counsel)  
 Lent, Deborah (Counsel)

Tax

Handler, Adam M.  
 Norris, Edwin L.

ASSOCIATES

Albert, Mark A.  
 Auerbach, Lee L.  
 Barrad, Catherine Valerio  
 Craig, Garrett K.  
 Emerick, Monica L.  
 Friedman, Kenneth E.  
 Geary, Stephen W.  
 Granat, Jennifer A.  
 Grusd, Brandon L.  
 Hoban, Timothy J.  
 Holland, Robert A.  
 Marcus, Scott D.  
 McCoy, Kerry M.  
 Muns, Deborah J.  
 Ostiller, Cathy J.  
 Pedroza, Octavio A.  
 Pitet, Christopher L.  
 Ransom, Rollin A.  
 Raval, Abhilash M.  
 Skinazi, Heather R.  
 Solomon, Glenn E.  
 Sud, Sonya  
 Watts, Daron  
 Wu, Andrew J.  
 Yu, Matthew

Contreras-Camau, Aimee M.  
 Engelskirchen, Adam G.  
 Flavell, Brian C.  
 Goldstein, Marlo  
 Hutt, John C.  
 Prokop, Edward C.

Boggs, Jacqueline A. (Staff Attorney)

Jones, Ivy Li  
 Millar, Ethan D.  
 Polich, John E.  
 Pridjian, John V.

LEGAL ASSISTANTS

Alexander, Dave W.  
 Brown, Masa  
 Edelson, Alisa  
 Grossman, Mitchell  
 Joel, Thomas P.  
 Nelms, Karen  
 Schneyer, Barbara  
 Westman, Lynn

Project Assistant

Clark, Walter D.

Fairman, David  
 Moser, Stephen  
 Portillo, Diana L.

Project Assistant

Shipley, John R.

NEW YORK

**PARTNERS**

**ASSOCIATES**

**LEGAL ASSISTANTS**

Corporate, Securities, Banking and International Business Transactions

Archer, James G.  
 Chipfield, Robert N.  
 Cullen, William J.  
 Freeman, Scott M.  
 Gerard, Daniel A.  
 Glass, Adam W.  
 Johnson, James D.  
 Katz, David M.  
 Kelly, Daniel G., Jr.  
 Khanna, Rajiv  
 Miller, David C.  
 Petrow, George J.  
 Pollin, Myles C.  
 Quale, Andrew C., Jr.  
 Risko, Paul K.  
 Rogers, Mark M.  
 Rotter, Irving L.  
 Rovine, Joshua B.  
 Schmidtberger, Michael J.  
 Sion, L. Gilles  
 Vrancik, Barbara A.  
 Yanowitch, Michael H.

Chan, Joseph  
 Deane, Henry W.W. +  
 Dillabough, Jeffrey D.  
 Ellis, Robert D.  
 Hoey, Julia K. +  
 Jardine, Richard J.  
 Jones, Susan P. +  
 Lally, Maxine C.  
 Mankoff, Donald  
 McElroy, Iwona J.  
 Oloko, Bola  
 Pal, Partha S.  
 Piepelits, Marc O.  
 Poindexter, Portia J.  
 Poratelli, Silvia G. +  
 Prasad, Sundari +  
 Rimland, Jason M.  
 Saabneh, Salah A.  
 Sanclemente, Gilberto E. +  
 Solomon, Natalie C.  
 Stuart, Roger E.  
 Vasudevan, Ram

Laboy, Dilcia  
 McWilliams, Marcia  
 Melman, Olga  
 Peter, Jean  
 Stewart, Terry

Spiro, Vanessa G. (Counsel)

Cogut, Stephen (Staff Attorney) +  
 Croog, Robert L. (Staff Attorney)  
 Dhandapani, Murugan (Staff Attorney)  
 Nager, Benjamin L. (Staff Attorney)  
 Ramsay, Rhona H. (Staff Attorney)  
 Semian, Stephen W. (Staff Attorney)  
 Simpson, Meredith (Staff Attorney)

Corporate Reorganization and Bankruptcy

Chapman, Shelley C. 55  
 Cornish, Kelly A. 58  
 Pitts, Thomas E., Jr. 47  
 Stein, Lee M. 62  
 Trost, J. Ronald 32

Huebner, Marshall S.  
 Parisi, Dana M.  
 Schwartz, Roger G.

Quart, David A.

Corporate and Individual Tax

Lerner, Ralph E.  
 Wysocki, Paul R.

Harris, Elizabeth E.  
 Kheel, Daniel J.  
 Reddick, Sarah T.  
 Sperling, Joanne G.

Guss, Amy J. (Staff Attorney)

Environmental Law

Adams, Katherine L.  
 Crough, Maureen M.

Smith, Courtney A.  
 van Hook, D. Evan

Hull, Courtney

Stewart, Richard B. (Counsel) +

+ Please refer to Page R-36

NEW YORK continued

PARTNERS

Food and Drug Law

Bass, I. Scott \*

Raubicheck, Charles J.

51  
46

Litigation

Arden, James D.  
Bierman, Steven M.  
Gay, Faith E.  
Hirth, Robert W.  
Hutchinson, John G.  
Kuster, John J.  
Sacksteder, Elizabeth M.  
Stewart, David R.  
Unger, Alan M.

Real Estate

Berman, Andrew R.  
Golub, Robert L.  
Richards, David A.  
Weil, Alan S.

62  
61  
45  
57

ASSOCIATES

McEnroe, Diane C.

Dhillon, Harmeet K.  
Easton, Robert H.  
Holmbo, Todd A.  
Landesman, Marcia L.  
Lavelle, John  
Nagin, Benjamin R.  
Packer, Randall K.  
Pengra, R. Rene +  
Scott, Martin F.  
Wilhelm, Daniel F.

Belknap, Christie C.  
Foley, Jennifer B.  
SooHoo, Kwok M.

LEGAL ASSISTANTS

Figuroa, Kathy  
Fong, Heather Yue-Ling  
Hanna, Jacqueline M.  
Harrison, Catherine A.  
Hong, Sunkee S.  
Rodriguez, Gladys  
Sobhani, Rich

Rahmani, Jade J.  
Van Duren, Stephanie J.

Manager

Raicht, Corinne M.

+ Please refer to Page R-36  
\* Principal group assignment in other office of the Firm.

WASHINGTON

PARTNERS

ASSOCIATES

LEGAL ASSISTANTS

Communications

Schneider, Mark D.  
VanWazer, Thomas P.  
Wadlow, R. Clark

Davis, Sandra H.  
Shroyer, Laurie

Environmental

Bell, Christopher L.  
Boxerman, Samuel B.  
Buente, David T., Jr.  
Connaughton, James L.  
Echikson, Thomas G.  
Gutter, Samuel I.  
Thomson, Kathryn B.  
Macbeth, Angus  
Sadler, Constance A.  
Shook, Langley R.

Demers, Margaret  
Tartal, James A. +

Haffner, Julian A.  
Pierce, Andrea L.

Project Assistant

Houston, Dwayne C.

Flint, Myles E. (Counsel)

Financial Institution Regulation

Eckland, William S.  
Huizinga, James A.  
Miles, David  
Teitelbaum, David E.  
Wassermann, Marc D.

Casanova, John M.  
Dalton, John R.  
Feinberg, Joel D.  
Grigorian, Christina J.  
Hakura, Dima S.  
Janss, Jenna +  
Kaplan, Larry D.  
McConnell, Nuala

Weiss, Loren

Government Contracts Counseling and Litigation

Conlan, Robert J., Jr.  
Nemeroff, Michael A.  
O'Toole, Francis J.  
Port, Joseph C.  
Richardson, P. David  
Rishe, Melvin  
Singer, Joel  
Stanislowski, Howard J.

Erlich, Scott  
Guerrera, Mark P.  
Guggenheim, Jack

Irish, Caroline  
Martin-O'Bresky, Barbara

Larach, Richard L. (Counsel)  
Quigley, Gary P. (Counsel)

+ Please refer to Page R-36

WASHINGTON continued

PARTNERS

ASSOCIATES

LEGAL ASSISTANTS

Litigation (Civil, Criminal and Constitutional)

Bendernagel, James F., Jr. 51  
 Berenson, Bradford A. 65  
 Bernstein, Richard D. 59  
 Cooper, Jacqueline G. 65  
 Geolat, Alan C. 54  
 Green, Jeffrey T. 60  
 Green, Thomas C. 41  
 Guerra, Joseph R. 58  
 \* Haddad, Mark E. 58  
 Hopson, Mark D. 58  
 Jones, George W., Jr. 53  
 Kalb, Paul E. 58  
 Phillips, Carter G. 52  
 Popp, Karen 58  
 Schaerr, Gene C. 57  
 Tompkins, Joseph B., Jr. 50  
 Warden, Michael D. 60  
 Wolff, Elroy H. 35

Abraham, Anil K.  
 Caro, Luisa  
 Dajani, Omar M. +  
 Gomez, Marisa  
 Green, Griffith L.  
 Hemmersbaugh, Paul  
 Jacobs, Kurt H.  
 Kinnaird, Stephen B.  
 Kochler, Kristin G. +  
 Lauerman, Colleen  
 Mayfield, Earl N. (Trey)  
 McNicholas, Edward  
 Moore, Christopher D.  
 Morillo, Juan +  
 Prame, Christine L.  
 Sheers, Nathan  
 Shubert, Leslie A. +  
 Sloan, Michael C.  
 Smith, Stephen F. +  
 Volpe, Frank  
 Walloch, Heather M.  
 Wasserman, Michael F.  
 Wasserstein, Jeffrey N.  
 Weis, Andrew E.  
 Wood, Gillian C. +  
 Zidlicky, Paul J.

Abrol, Anisha A.  
 Ackerman, Erin  
 Alt, Karen  
 Baryalai, Arian A.  
 Blum, Shari  
 de Souza, Cassandra  
 Hord, Elizabeth  
 Jacobs, Michael  
 Juba, Mark F.  
 Kaplan, Shira D.  
 Kopsidas, Niki  
 Lee, Corey A.  
 Luce, Randall C.  
 McBride, Daniel A.  
 Minkovitz, Evan Joan  
 Trejo, Magdalena

\* Birth year could not be located; apparently left firm.

+ Please refer to Page R-36

WASHINGTON continuedPARTNERSLitigation (Regulatory and Economic)

Bass, I. Scott 51  
 Berlin, Jeffrey S. 45  
 Berner, Frederic G., Jr. 43  
 Bonner, Raymond A. 58  
 Buresh, C. John 45  
 Bushmiller, Ann E. 57  
 Edwards, Krista L. 61  
 Elrod, Eugene R. 49  
 Flagg, Ronald S. 53  
 Hawley, Kevin M. 58  
 Hill, Stephen S. 51  
 Hynes, Terence M. 54  
 Keisler, Peter D. 60  
 Lawson, David L. 61  
 Levy, David M. 54  
 Lewis, David J. 48  
 Marcil, Lorrie M. 60  
 Miller, Lawrence A. 46  
 Moates, G. Paul 47  
 Nowak, G. Philip 44  
 Prada, Vincent F. 56  
 Raul, Alan C. 54  
 Seitz, Virginia A. 56  
 Sullivan, Julia E. 63  
 Wilson, Merinda D. 52

Martin, Mark E. (Counsel)  
 Smith, Donald H. (Counsel)  
 Young, Richard E. (Counsel)

Tax and Business Transactions

Yancey, Thomas H.

Lyons, Stephen B. (Counsel)  
 Wester, John F. (Counsel)

ASSOCIATES

Beckner, Clinton F.  
 Bohannon, Scott M.  
 Fee, John E.  
 Fisher, Robert M.  
 Gura, Alan  
 Hunseder, Michael  
 Jones, David W. +  
 Kalt, Brian C.  
 Kammerer, Rudy  
 Lautrup, Greer Olsen  
 Marden, Emily +  
 Meron, Daniel  
 Nissen, Robert C.  
 Ragsdale, Mary C.  
 Stansel, James C.  
 Von-Pervieux, Claudia  
 Wasserman, Carl D.  
 Young, James P.

LEGAL ASSISTANTS

Baryalai, Adrian A.  
 Benevelli, John F.  
 Fleming, Ryan  
 Rajkowski, Jenny M.

LONDON

PARTNERS

Banking and International Finance

Borrows, A. Jane  
Goodman, Julian A.  
Marsh, Andrew R.  
Penn, Graham A.  
Plehn, Robert M.  
Smith, Sarah J.  
Waterman, Howard J.  
Williams, Jenifer C.

ASSOCIATES

Ahmed, Farooq  
Black, Jayne M.  
Brett, Denise M.  
Brittain, Nicholas D.  
Butler, David P.  
Craig, Dennis I.  
Downes, Neale A.  
Fitzpatrick, Simon R.  
Flynn, Jamie R.  
Friis, Pia A.  
Hawkins, Sandra J.  
Malpass, Charles S.  
Ng, Leonard  
Odenbach, Mark  
Paschalides, Philip A.S.  
Patane, Kate M.  
Penketh, Steven J.  
Peterson, Bryce  
Quaggiotto, Daniele  
Uwaifo, Elizabeth A.

LEGAL ASSISTANTS

Caistor, Daniel  
Legler, Kimen

Groves, Andrew (Trainee Solicitor)  
Hanlon, Sarah (Trainee Solicitor)  
Shadboit, Oliver (Trainee Solicitor)  
Sturdy, William (Trainee Solicitor)

Corporate

Pinder, J. Mark

Day, Josie  
Green, Nicola S.  
Lowe, Joanne Louise  
Mazzochetti, Fabio  
Oliver, Struan W.  
Thesing, Thomas

Mangat, Arvinder

Forgan, Stuart (Trainee Solicitor)  
Kimberley, Christian (Trainee Solicitor)

Information Industries

Andrews, Gillian M.  
Edwards, John G.

Day, Sharon B.  
Dooley, Stephen Q.  
Jeffery, Christopher J.  
Langley, Peter J.  
Lockett, Nick  
Sylvester, Anthony B.

Cole, Kelly (Trainee Solicitor)  
Ong, Su-Mei (Trainee Solicitor)  
Taylor, Phillip (Trainee Solicitor)

Tax

Harrower, Graeme C.  
Scott, Drew P.

Kempton, Nigel E.  
Gorley, Laurence (Trainee Solicitor)  
Green, Richard (Trainee Solicitor)

FAR EAST

PARTNERS

Macneil, Roderick  
Meng, Simon

ASSOCIATES

HONG KONG

SHANGHAI

Cheng, Adam  
Guan, Danny D.G.  
Shao, Chun Y.

SINGAPORE

Dillon, Dennis  
Mahmood, Mir Mahboob  
Mullin, George L.

Goh, Day Jiant

TOKYO

Suzuki, Shuichi

LEGAL  
ASSISTANTS



**NATIONAL RESOURCE GROUP**

**PARTNERS**

**ASSOCIATES**

**LEGAL ASSISTANTS**

**Alternative Dispute Resolution Resource Group**

Schiffman, David M. (Chairman)  
Artwick, Frederic J.  
Bierman, Steven M.  
Geolot, Alan C.  
Hardgrove, James A.  
Lewis, David J.  
Nissen, William J.  
Ostroff, Peter L.  
Read, Sarah J.  
Roberts, Thomas A.

**Appellate Practice Group**

Arden, James D.  
Bernstein, Richard D.  
Bierig, Jack R.  
Bierman, Steven M.  
Blocker, Mark B.  
Carpenter, David W.  
Cooper, Jacqueline G.  
Doss, Michael P.  
Findlay, D. Cameron  
Graham, David F.  
Green, Jeffrey T.  
Guerra, Joseph R.  
Haddad, Mark E.  
Harris, James M.  
Hopson, Mark D.  
Kalb, Paul E.  
Keisler, Peter D.  
Lawson, David L.  
Mason, Henry L. III  
Phillips, Carter G. (Coordinator)  
Schaerr, Gene  
Schiffman, David M.  
Sweeney, Michael J.  
Tone, Jeffrey R.  
Trela, Constantine L. (Coordinator)  
Trienens, Howard J.  
Weber, Susan A.

Miller, Joseph S.  
Pengra, R. Rene  
Sheppard, Hille R.  
Young, James P.

Leppert, Juliet  
Sikaitis, Karyn

Merrill, Thomas W. (Counsel)

NATIONAL RESOURCE GROUPS continued

PARTNERS

ASSOCIATES

LEGAL ASSISTANTS

Year 2000 Resource Group

Andrews, Gillian M.  
 Arden, James D.  
 Bradley, James P.  
 Carlson, Stephen C.  
 Cederoth, Richard A.  
 Cribfield, Philip J.  
 Edwards, John G.  
 Goldman, Alan L.  
 Goldstein, Andrew L.  
 Hanrahan, Thomas P.  
 Jett, Rick L.  
 Kaufmann, Mark L. (Coordinator)  
 Loftin, Laura A.  
 Mason, Henry L.  
 Miles, David M.  
 Nemeroff, Michael A.  
 Nixon, Dale B.  
 Port, Joseph C.  
 Pritikin, David T.  
 Rein, Thomas D.  
 Robbins, Richard E.  
 Schoon, Eugene A.  
 Stinson, James R.  
 Teitelbaum, David E.  
 Tompkins, Joseph B.

Pechette, Jean Marie (Counsel)

Langley, Peter J.  
 McSpadden, William D.  
 Pengra, R. Rene

Licensed to practice only in the following jurisdictions:

Arnold, Rachel R. - WA  
 Bekemeyer, Dennis L. - WA, NY  
 Cogut, Stephen - CA  
 Dajani, Omar - CA  
 Deane, Henry W.W. - Victoria, Australia  
 Gan, Yee-Min - NY; Malaya, Malaysia  
 Hoey, Julia K. - British Columbia  
 Janss, Jenna - VA, MD, DE  
 Jones, David W. - MD  
 Jones, Susan P. - Western Australia  
 Kochler, Kirstin - NY  
 Marden, Emily - NY  
 Morillo, Juan - FL  
 Pengra, R. Rene - IL  
 Poratelli, Silvia G. - Buenos Aires  
 Prasad, Sundari - India  
 Rovine, Joshua B. - NY  
 Sanclemente, Gilberto E. - Columbia, South America  
 Schmidtberger, Michael J. - NY  
 Schultz, Mark D. - WA  
 Shubert, Leslie - MD  
 Smith, Stephen F. - VA  
 Stewart, Richard B. - DC  
 Tartal, James A. - MA, MD, PA  
 Wood, Gillian - MD  
 Yamaguchi, Colleen S. - WA

**LISTING OF LAWYERS AND LEGAL ASSISTANTS  
BY OFFICES AND WORKING GROUPS**

**CHICAGO**

**PARTNERS**

Trienens, Howard J.

**Senior Counsel**

Minow, Newton N.

**Banking and Financial Transactions**

Albrecht, Thomas W.  
Bartlett, Sara E.  
Bernstein, H. Bruce  
Brown, Thomas P.  
Buck, Willis R., Jr.  
Clark, James E.  
Gold, Michael L.  
Greenberg, Mark I.  
Griffith, Craig A.  
Hochberg, Kevin J.  
Huston, DeVerille A.  
Looman, James R.  
Mullin, George L.  
Stern, Gary B.  
Williams, Douglas H.

**Counsel**

D'Amaro, Katherine Johnson  
Gabbay, Alan

**ASSOCIATES**

Anker, Elizabeth S.  
Arazi, Jeannette K.  
Bingham, Donald E.  
Caruso, Paul S.  
Gordon, Sharon M.  
Harmon, Teresa W.  
Himelfarb, Allison J.  
Kirsons, Mark R.  
Lewis, Robert J.  
Menting, Christopher J.  
Miller, Jason H.  
Muller, John J.  
Nicastro, Tracey A.  
Plotner, Todd R.  
Schink, David F.  
Yang, Wantao

**LEGAL  
ASSISTANTS**

Atkinson, Mary M. #  
Jordan, Sally K.  
Nishida, Sachiko  
Reed-Adams, Terry  
Reitz, Rebecca (Team Leader)  
Salazar, Donald  
Wang, Jennifer  
Tongsy, Cynthia D. #

**Project Assitant**

Millman, Michael

---

# Senior Legal Assistant

CHICAGO continuedPARTNERSCorporate

Astle, Richard W.  
 Barden, Larry A.  
 Blatchford, Kevin F.  
 Box, John R.  
 Choi, Paul L.  
 Clemens, Richard G.  
 Cole, Thomas A.  
 Daw, Tracy D.  
 DeCarlo, William S.  
 Fitzell, Stephen P.  
 Freeman, Robert P.  
 Freer, Todd D.  
 Goldman, Alan L.  
 Goldstein, Andrew L.  
 Gregg, Jon M.  
 Hron, Michael G.  
 Jha, Pran  
 Kaput, Jim L.  
 Kaufmann, Mark L.  
 Leahy, Christine A.  
 Lowinger, Frederick C.  
 Nessler, Joseph H.  
 O'Hare, John M.  
 Osimitz, Dennis V.  
 Qasim, Imad I.  
 Robbins, Richard E.  
 Rothstein, Jeffrey S.  
 Sacha, Alfred N.  
 Shaw, Andrew H.  
 Sigal, Michael S.  
 Sutherland, Steven  
 Treston, Sherry S.  
 von Moltke, Deirdre M.  
 Zampa, David J.

Senior Counsel

Crihfield, Philip J.  
 Boyd, David J.  
 Delp, Wilbur C.  
 Ehrman, Joseph S.  
 Flanagan, Neil  
 Robinson, Martin F.  
 Vieregg, R. Todd

Counsel

McChesney, S. Elaine  
 Pechette, Jean Marie R.

ASSOCIATES

Abbinante, Chris E.  
 Ballis, Jon A.  
 Bauman, Janet E.  
 Belsley, Michael D.  
 Benson, Kristen M.  
 Beri, Sandip K.  
 Carey, James L.  
 Carroll, Mary V.  
 Cavan, Mark A.  
 Chu, Nancy Y.  
 Cornell, Chadwick M.  
 Daniel, Eva Saha  
 Dooley, Stephen Q.  
 Dreyfus, Bradley J.  
 Fahrney, Brian J.  
 Flanagan, Sharon R.  
 Gerstman, Gary D.  
 Gordon, Michael A.  
 Groulx, Heidi P.  
 Hoffmeyer, Kevin T.  
 Kelsh, John P.  
 Lind, Carol M.  
 Linden, Robert M.  
 McQueen, Matthew G.  
 Meier, Cheryl L.  
 Mullin, Joseph C.  
 Pietrzyk, Joseph W.  
 Reategui, Lisa J.  
 Roberts, Sheri  
 Romick, Jason M.  
 Rucker, Kim K.W.  
 Sullivan, Colleen H.  
 Thesing, Thomas M.  
 Vainisi, Mark E.  
 Verigan, Robert L.

Foreign Legal Consultant

Wang, Weidong

Staff Attorney

DuCharme, Nancy K.

LEGAL ASSISTANTS

Christensen, Anders  
 Couch, Jessie J.  
 Donato, James  
 Hess, Jo  
 Kerschhackl, Denise M.<sup>#</sup> (Team Leader)  
 Mitchell, Robert  
 Schmidt, Betsy A.  
 Schroeder, Heidimarie  
 Thomson, Betty A.<sup>#</sup> (Team Leader)

Project Assistant

Cizner, Jennifer C.  
 Hoffman, Michele  
 Magaziner, Daniel  
 Moschandreas, John D.

Document Assistant

Cooper, Brigitte

\* Principal Group Assignment in other office of the Firm

\*\* Not Admitted to Practice in the United States

# Senior Legal Assistant

CHICAGO continued

PARTNERS

ASSOCIATES

LEGAL ASSISTANTS

Corporate Reorganization and Bankruptcy

Conlan, James F.  
Henderson, Janet E.  
Kohn, Shalom L.  
Krakauer, Bryan  
Nyhan, Larry J.  
Steen, Jeffrey C.

Bredin, Ann Marie  
Clemente, Matthew A.  
Erens, Brad B.  
Frazier, Kelly K.  
Gundrum, Ralph J.  
Kansa, Kenneth P.  
Varnell, Danielle M.

Project Assistant  
Summerfield, Susan

Derivatives, Financial Services and Litigation

Cauley, Thomas K., Jr.  
Harrison, Joseph H., Jr.  
Hunt, Lawrence H., Jr.  
Kerr, William D.  
McDaniel, James R.  
Nesler, Joseph H.  
Nissen, William J.  
Rovine, Joshua B. \*\*  
Sawyer, David R.  
Schmidtberger, Michael J. \*\*

Bajwa, Kamran S.  
Biery, James B.  
Howard, Bradley D.  
Montpas, Scott  
Richardson, David M.  
Robbins, Greg J.  
Ruiz, Michele I.

Staff Attorney  
Fletcher, Catherine L.

Asner, Frances K.  
Crissie, Kelly  
Hartmann, Michelle L. \* (Team Leader)  
Rauluk, Gerard J. #  
Semla, Leena

Project Assistant  
Caruso, Jeanne  
Ragsdale, Barbara

Counsel

Nedeau, Jodie L.

Employee Benefits

Dickstein, Beth J.  
Ferencz, Robert A.  
Johnson, Matthew E.  
Kinn, Michael J.  
Malstrom, Robert A.  
Niehaus, Mary C.  
Ryan, Priscilla E.  
Shepherd, Stewart R.

Feder, Lynn M.  
Grahl, Christine H.  
Guidubaldi, Christine M.  
Helmer, Colleen M.  
Hickey, Cynthia A.  
Kim, Soo Y.  
Liu, Eileen M.  
Monahan, Amy B.  
Polich, Melissa K.  
Stutz, Robert B.

Sals, Janice M. #

\* Principal Group Assignment in other office of the Firm

+ Please refer to Page R-39

# Senior Legal Assistant

CHICAGO continued

PARTNERS

ASSOCIATES

LEGAL ASSISTANTS

Employment and Labor Law

Allen, Julie O'Donnell  
Casey, Patrick S.  
Gold, Brian J.  
Gross, Scott E.  
Jones, Linzey D.  
Levi, John G.  
Roberts, Thomas A.  
Whitehead, James S.

Carsen, Jennifer A.  
Gendleman, Amy B.  
Humber, Christopher E.  
Krohse, Kristyn J.  
Lamfalusi, Melissa E.  
Lotsoff, Jonathan D.  
Reisberg, Darren R.  
Shuman, Ann K.  
Toolis, Shannon A.  
Weiss, James D.  
Wittenberg, Elissa G.

Chester, Angelyn  
  
Project Assistant  
Rodriguez, Arturo

Senior Counsel  
Kipperman, Lawrence I.

Environmental Law

Bielawski, Alan P.  
Cahan, James N.  
Dickett, William G.  
Hanebutt, Pamela R.  
Leonard, Laura L.  
McMahon, Thomas M.  
Olian, Robert M.  
Schlickman, J. Andrew  
Taylor, Byron F.  
Warchall, James F.

Bugel, Faith E.  
Harris, Susan Vavra  
Heyde, John M.  
Radovich, Joan  
Westerfield, Evan B.

Conway, JaneAnne # (Team Leader)  
DeSouza, Linda #  
Orr, Kenneth  
St. Jean, Claire #

Counsel  
Kenney, Edward P.

Estate Planning, Trusts and Estates

Bart, Susan T.  
Berning, Larry D.  
Hitzeman, James W.  
Klein, Jordan A.  
McDonough, John M.  
Svoboda, Paul A.  
Swaney, Thomas E.  
Welch, Lyman W.

Chan, Denise M.  
McAleenan, Brian A.  
Stanton, Karen M.  
Wolven, Lauren J.

Burch, Maureen  
Jacura, Roma M. # (Team Leader)  
Thiessen, Traci L.

Project Assistant  
Cetera, Mary

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Bixby, Frank L.

Counsel  
Stinehart, James R.

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# Senior Legal Assistant

CHICAGO continued

PARTNERS

ASSOCIATES

LEGAL ASSISTANTS

Federal and State Taxation

Clark, Michael A.  
Ferguson, Bradford L.  
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Heyman, Scott J.  
Kennedy, Gina B.  
O'Neill, Bridget R.  
Schlessinger, Michael R.  
Simon, John P.  
Sorensen, Sharp  
Wootton, Robert R.  
Zimble, Jay H.

Aderman, Richard E.  
Advani, Suresh T.  
Franci, Jason K.  
Patel, Hamang B.  
Pryor, Kevin R.  
Wenz, Amy L.  
Young, Todd S.

Senior Counsel

Barr, J. Robert  
King, Sharon L.

Health Care

Bierig, Jack R.  
Dechene, James C.  
Kraft, Jeffrey G.  
Raskin, Richard D.  
Skinner, Mary Jacobs  
Williams, Latham

Cole, Laura J.  
Dunlop, Karen O.  
Howton, David T.  
Stein, Scott D.

Counsel

Fleisher, Lynn

Intellectual Property

Abrams, Hugh  
Baumgartner, William H. Jr.  
Cederroth, Richard A.  
O'Brien, Richard J., Jr.  
Pritikin, David T.  
Rein, Thomas D.  
Stanek, Debra J.  
Veith, Paul E.

Cass, Russell E.  
Clessuras, James G.  
Cotter, Carrie F.  
Healey, Brendan J.  
Holliday, Laura E.  
Howard, Erick C.  
Lewis, Douglas I.  
Molnar, Isaac A.  
Schneider, Lisa A.  
Yovits, Steve

Courtright, Steven B.  
Hirschauer, Jennifer L.  
Kozlowski, Debra (Team Leader)

Project Assistant

Buenik, Christopher G.

CHICAGO continued

PARTNERS

ASSOCIATES

LEGAL ASSISTANTS

Litigation — Antitrust and Commercial

Alexis, Geraldine M.  
Carlson, Walter C.  
Douglas, Charles W.  
Klevorn, Andrew G.  
Mendeloff, Scott T.  
Raven, Marc E.  
Ryan, Thomas F.  
Treece, John W.  
Zessar, Bruce M.

Aizenberg, Gabriel  
Bess, Michael D.  
Blickensderfer, Matthew C.  
Ducayet, James W.  
Giardina, David C.  
Grush, Eric H.  
Kenney, Colleen M.  
McClinton, Vanessa  
Rudzin, Abby F.  
Spalding, Robert M.

Cuccia, Beth Ann  
Horan, Micah B.  
Leppert, Juliet # (Team Leader)  
Ochwat, Debbie  
Thomas, Jennifer #  
Timosciek, Carol R. #  
Woolworth, Lisa

Project Assistants  
Antonson, Luke C.  
Mosier, Mark

Staff Attorney  
Cotton, Deborah L.

Litigation — Commercial and Regulatory

Ambrose, Gerald A.  
Carpenter, David W.  
Eimer, Nathan P.  
Findlay, D. Cameron  
Martin, R. Eden  
Polek-O'Brien, Anastasia  
Read, Sarah J.  
Solberg, Scott C.  
Stahl, David M.  
Steptoe, Philip P. III  
Temple, Nancy A.  
Thomas, Dale E.

Greenwood, Vanessa L.  
Lokken, Christopher P.  
McNamara, Matthew F.  
Meyer, Lisa S.  
Moritz, Michelle K.  
Mulhern, John H.  
Rosen, Courtney A.

Baranowski, Christine #  
Fornwall, Kelly L.  
Hahn, Kandi # (Team Leader)  
Patton, Janice E. #

Staff Attorney  
Mick, Mitchel A.

Senior Counsel  
Lewis, Roger F.  
Miller, Michael I.

Counsel  
Merrill, Thomas W.

---

# Senior Legal Assistant



CHICAGO continued

PARTNERS

ASSOCIATES

LEGAL ASSISTANTS

Litigation — Financial and Securities

Childs, Linton J.  
George, John M., Jr.  
Kapnick, Richard B.  
Lloyd, William F.  
Schiffman, David M.  
Sweeney, Michael J.  
Tone, Jeffrey R.  
Trela, Constantine L.  
Vanker, Frank B.  
Washburn, Melville W.  
Watson, Robert R.

Cipriano, Lisa M.  
Deutsch, Adam B.  
Gordon, David A.  
Hochman, Robert  
Maher, Joseph B.  
McCann, Michael E.  
Pengra, R. Rene  
Sharer, Jeffrey C.  
Sheppard, Hille R.

Rebic, Nebojsa  
Rooney, Daniel T. # (Team Leader)  
Sikaitis, Karyn L. #

Project Assistant  
Chorba, Michael  
Haines, Mark C.

Litigation — General

Angst, Gerald L.  
Artwick, Frederic J.  
Blocker, Mark B.  
Burns, James B.  
Carlson, Stephen C.  
Conlon, William F.  
Doss, Michael P.  
Gallo, John N.  
Graham, David F.  
Hardgrove, James A.  
Harrison, Holly A.  
Johnson, David B.  
Kelly, Gerard D.  
O'Malley, Richard F., Jr.  
Rea, Anne E.  
Roach, Kathleen L.  
Robbins, Ellen S.  
Sneed, William M.  
Stinson, James R.  
Stone, Susan A.  
Sundvall, Sheila A.  
Weber, Susan A.

Andolina, Michael C.  
Blum, Rachel M.  
Goldberg, David A.  
Hammerman, Joel M.  
Kelly, Erin E.  
Mattson, Eric S.  
Niewoehner, Christopher S.  
Rettberg, Kyle D.  
Scarborough, Theodore R.  
Tarsney, Peter J.  
Van De Weert, John K.  
Wexler, J. Randal  
Woollen, Michelle  
Wyland, Neil H.

Jordan, Anthony  
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Project Assistant  
Clair, Scott

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Cotton, Deborah L.

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Morsch, Thomas H.

Counsel  
Hausten, Lisa A.  
Heller, John A.

---

# Senior Legal Assistant

CHICAGO continued

PARTNERS

ASSOCIATES

LEGAL ASSISTANTS

Product Liability and Mass Torts Litigation

Beyer, Stephan V.  
Davis, Michael W.  
Easton, Lory B.  
Eaton, Maja C.  
Ellison, Steven J.  
Gourley, Sara J.  
Jett, Rick L.  
Kapshandy, Timothy E.  
Marshall, Prentice H., Jr.  
Schoon, Eugene A.

Findley, Silas J.  
Kelber, Tamar B.  
Laurens, Claudia M.  
Lyke, Sarah R.  
MacIntyre, Shona M.  
Mizgala, James W.  
Osmond, Darin V.  
Ricca, Catherine A.  
Roeser, Lori J.  
Varnell, Robert C.  
Warner, Scott L.

Andolong, Miguel  
Block, Barbara # (Team Leader)  
Bonovich, Anne  
Dillard, Michelle R.  
Feinberg, Michael  
Jacob, Gary W. #  
Kauffman, Lisa #  
Witkowski, Dianne #

Nurse Consultants

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Nihill, Barbara M., R.N. ##  
Pluth, Kristy J., R.N. ##  
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Marino, Layne  
Lee, Yoon Young (Cindy)  
Taylor, Belinda

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Mathews, Ginnene Y.

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Aiello, Anthony J.  
Aronson, Virginia L.  
Maganuco, Robert J.  
McCloy, Elizabeth K.  
Monson, Paul D.  
Rafkin, John M.  
Schrack, Charles E.  
Smolen, Lee M.  
Stallworth, Stanley B.  
Vree, Roger A.

Bull, Robert E.  
Chamberlin, John A.  
Coghlan, Dennis M.  
Germain, Gayla W.  
Gussis, Samuel P.  
Klein, Michael J.  
Mukamal, Betsy J.  
Raguse, Rick A.  
Saef, Scott E.  
Sheinfeld, Kari B.  
Siegel, David J.

Coutinho, Russell J.  
Jones, Lucille  
McClendon, J. Connie # (Team Leader)

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Furda, Gregory H.  
Marovitz, James L.

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Larson, Julie  
Richman, Arlene B.

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Hill, David R.  
Meyer, Frederick R.

# Senior Legal Assistant

## Senior Nurse Consultant

CHICAGO continued

PARTNERS

ASSOCIATES

LEGAL ASSISTANTS

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Mobley, Jonathan

---

# Senior Legal Assistant

DALLAS

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Cotropia, Charles S.  
Dondrea, John A.  
Evert, Elisabeth A.  
Fifield, William O.  
Hansen, Eugenia S.  
Hitchcock, David L.  
Medlock, V. Bryan, Jr.  
Nixon, Dale B.  
Sutton, Michael O.

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Barnes, Nathanael G.  
Chen, Li  
Cooper, Rodney A.  
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Ray, Gary A.  
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Spivey, Jonathan R.  
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Wheatley, Russell S.

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Knezek, Karen L.

Bigley, Lorie L.  
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Gardner, Peggy L.  
Hall, Stephanie L.  
McLean, Patricia A.  
Netherton, Chad  
Pereida, Scarlett  
Priddy, Marcia A.  
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Schofield, F. Irene  
Standberry, Veronica  
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Bermejo, Rose

LOS ANGELES

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Corporate and Banking

Bekemeyer, Dennis L. + 43  
 Ben-Yehuda, Ron C. 61  
 Cohen, David B. 60  
 Cohen, Gary J. 46  
 Eddy, Edward D. III 51  
 Kadlec, Robert W. 63  
 Kupietzky, Moshe J. 44  
 Levin, Kenneth 53  
 Loftin, Laura A. 55  
 McLain, Thomas E. 46  
 Samuels, Sherwin L. 35  
 Schultz, Mark D. + 59  
 Wright, Michael D. 62  
 Yamaguchi, Colleen S. + 60

Albright, Catherine E.  
 Arnold, Rachel R.  
 Good, Samantha B.  
 Kaplan, Jonathan M.  
 Kriebs, Kelly L.  
 Miller, Justin T.  
 Morimoto, Robert T.  
 Robertson, James V.  
 Smith, Charles E. +  
 Stark, Deborah

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 Gardner, Melinda  
 Lipp, Sheryl  
 Ritter, Lori A.  
 Vasquez, Minerva

Staff Attorney  
 Pak, Stephen

Senior Counsel

Deukmejian, George 28

Corporate Reorganization and Bankruptcy

Hagle, Jennifer C. 61  
 Havel, Richard W. 46  
 Landsberg, Perry L. 56  
 Lantry, Kevin T. 58  
 Patterson, Thomas E. 60  
 Peters, Richard T. 46  
 Samuels, Joel G. 59

Hirji, Hanif S.P.  
 Wolfe, Craig A.

Lutes, David # (Team Leader)

Senior Counsel

Neely, Sally S. 48

Employment and Labor Law

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 Griggs, Johnny

Brenner, Jonathan M.  
 Pedroza, Octavio A.  
 Smiles, Joan E.  
 Sud, Sonya  
 Watts, Daron

Dieckmann, Lorrie #

Environmental

Praitis, Judith M.

Au, Alan  
 Lally, Amy L.

+ Please refer to Page R-39

# Senior Legal Assistant

LOS ANGELES continued

PARTNERS

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Clark, Brietta R.  
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Teran, Claudia R.

Taylor, Wilhemina

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Contopoulos, Stephen G.  
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Ellis, Steven A.  
Grad, Richard J.  
Griggs, Johnny D.  
Haddad, Mark E.  
Halkett, Kent A.  
Hanrahan, Thomas P.  
Harris, James M.  
Kelley, Michael C.  
Landau, Jennifer Altfeld  
Miller, Theodore N.  
Ostroff, Peter I.  
Peterson, Linda S.  
Rubinroit, Howard J.  
Schmelz, Ronie M.

Adu, Sanders L.  
Auerbach, Lee L.  
Barrad, Catherine Valerio  
Craig, Garrett K.  
Friedman, Kenneth E.  
Geary, Stephen W.  
Granat, Jennifer A.  
Holland, Robert A.  
Keller, Mimi S.  
Marcus, Scott D.  
McCoy, Kerry M.  
McNeal, Jill Faulkner  
Muns, Deborah J.  
Pedroza, Octavio A.  
Ransom, Rollin A.  
Ratner, Jennifer A.  
Raval, Abhilash M.  
Skinazi, Heather R.  
Steiner, Ronald L.  
Sud, Sonya  
Wasserman, Gavin H.  
Watts, Daron  
Wu, Andrew J.

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Grossman, Mitchell # (Team Leader)  
Joel, Thomas P. # (Team Leader)  
Nelms, Karen  
Westman, Lynn

Project Assistant  
Clark, Walter D.  
Schneyer, Barbara

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Cooper, M. Scott 50  
Ellis, William D. 57  
Hayutin, Marc I. 44  
Means, George M. 58  
Rockey, Jay D. 58  
Spyksma, Sarah V.J. 62

Contreras-Camau, Aimee M.  
Emerick, Monica L.  
Flavell, Brian C.  
Goldstein, Marlo  
Hutt, John C.  
Prokop, Edward C.

Moser, Stephen  
Portillo, Diana L.

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Shipley, John R.

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Battaglia, Philip M. 35  
Wagner, D. William 43

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Boggs, Jacqueline A.

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Donlan, James F.  
Lent, Deborah

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# Senior Legal Assistant

LOS ANGELES continued

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ASSOCIATES

LEGAL ASSISTANTS

Tax

Norris, Edwin L.

Jones, Ivy Li  
Millar, Ethan D.  
Polich, John E.  
Pridjian, John V.

NEW YORK

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Cullen, William J.  
Freeman, Scott M.  
Gerard, Daniel A.  
Glass, Adam W.  
Johnson, James D.  
Katz, David M.  
Khanna, Rajiv  
Miller, David C.  
Petrov, George J.  
Pollin, Myles C.  
Quale, Andrew C., Jr.  
Risko, Paul K.  
Rogers, Mark M.  
Rotter, Irving L.  
Rovine, Joshua B.  
Schmidtberger, Michael J.  
Sion, L. Gilles  
Vrancik, Barbara A.  
Yanowitch, Michael H.

Adams, Paul C.  
Brittain, Nicholas  
Chan, Joseph  
Deane, Henry W.W. +  
Dillabough, Jeffrey D.  
Ellis, Robert D.  
Freeman, Danek A.  
Hickok, Arthur F.  
Hoey, Julia K. +  
Jardine, Richard J.  
Jones, Susan P. +  
Kharal, Asaf  
Lally, Maxine C.  
Lestz, David J.  
Nager, Benjamin L.  
Oloko, Bola  
Pal, Partha S.  
Plepelits, Marc O.  
Poindexter, Portia J.  
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Rimland, Jason M.  
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Sanclemente, Gilberto E. +  
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Stuart, Roger E.  
Vasudevan, Ram

Altarejos, Francisco F.  
DePalma, Danielle  
Laboy, Dilcia  
McWilliams, Marcia  
Medlow, Jill-Ann F.  
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Stewart, Terry

Staff Attorney  
Cogut, Stephen +  
Croog, Robert L.  
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Corporate Reorganization and Bankruptcy

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Chapman, Shelley C.  
Cornish, Kelly A.  
Pitts, Thomas E., Jr.

Kane, Dana M.  
Schwartz, Roger G.

Quart, David A.

Senior Counsel

Frost, J. Ronald 32

+ Please refer to Page R-39



NEW YORK continued

PARTNERS

ASSOCIATES

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Corporate and Individual Tax

Lerner, Ralph E.  
Wysocki, Paul R.

Reddick, Sarah T.

Senior Counsel  
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Crough, Maureen M.

van Hook, D. Evan

Orlando, Stephanie

Counsel  
Stewart, Richard B. \*

Food and Drug Law

Bass, I. Scott \*

McEnroe, Diane C.

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Raubichek, Charles J.

Litigation

Arden, James D.  
Bierman, Steven M.  
Gay, Faith E.  
Hirth, Robert W.  
Hutchinson, John G.  
Kuster, John J.  
Sacksteder, Elizabeth M.  
Unger, Alan M.

Carter, Jennifer A.  
Draigh, David P.  
Easton, Robert H.  
Landesman, Marcia L.  
Lavelle, John  
Maldonado, Solangel  
Nagin, Benjamin R.  
Packer, Randall K.  
Sanders, Kathleen H.  
Scott, Martin F.  
Toothman, Jill A.  
Wilhelm, Daniel F.

Austin, Kathy  
Hampton-Manley, Emily  
Hanna, Jacqueline M.  
Harrison, Catherine A.  
Hong, Sunkee S.  
Schindelman, Ian Marc  
Sobhani, Rich  
Tobar, Lili A.

Real Estate

Berman, Andrew R.  
Golub, Robert L.  
Weil, Alan S.

Belknap, Christie C.  
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Goldban, David R.  
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Richards, David A.

Manager  
Raicht, Corinne M.

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Boyd, Robert L.

\* Please refer to Page R-39

\* Principal Group in other office of the Firm

WASHINGTON

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ASSOCIATES

LEGAL ASSISTANTS

Communications

VanWazer, Thomas P.  
Wadlow, R. Clark

Davis, Sandra H.  
Shroyer, Laurie

Environmental

Bell, Christopher L.  
Boxerman, Samuel B.  
Buente, David T., Jr.  
Connaughton, James L.  
Echikson, Thomas G.  
Gutter, Samuel I.  
Thomson, Kathryn B.  
Macbeth, Angus  
Sadler, Constance A.  
Shook, Langley R.

Demers, Margaret  
Tartal, James A. +  
Webster, Timothy K.

Hutchinson, Jordi H.  
Pierce, Andrea L.

Project Assistant  
Houston, Dwayne C.

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Flint, Myles E.

Financial Institution Regulation

Eckland, William S.  
Huizinga, James A.  
McEneney, Michael F.  
Miles, David  
Teitelbaum, David E.  
Wassermann, Marc D.

Dalton, John R.  
Drimmer, Allison +  
Feinberg, Joel D.  
Grigorian, Christina J.  
Hakura, Dima S.  
Janss, Jenna +  
Kaplan, Larry D.  
McConnell, Nuala

Hamm, Jennifer

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Scheuerman, Paul T.

Government Contracts Counseling and Litigation

Conlan, Robert J., Jr.  
Nemeroff, Michael A.  
O'Toole, Francis J.  
Port, Joseph C.  
Richardson, P. David  
Rishe, Melvin  
Singer, Joel  
Stanislowski, Howard J.

DeMella, Jonathan A. +  
Guerrera, Mark P.  
Isenberg, Beth Ann +

Butts, Erroll G.A.  
Irish, Caroline

Counsel

Larach, Richard L.  
Nathan, Harvey J.

---

+ Please refer to Page R-39

WASHINGTON continued

PARTNERS

ASSOCIATES

LEGAL ASSISTANTS

Litigation (Civil, Criminal and Constitutional)

Bendernagel, James F., Jr.  
Berenson, Bradford A.  
Bernstein, Richard D.  
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Geolot, Alan C.  
Green, Jeffrey T.  
Green, Thomas C.  
Hopson, Mark D.  
Jones, George W., Jr.  
Kalb, Paul E.  
Phillips, Carter G.  
Popp, Karen  
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Dajani, Omar M. +  
Gomez, Marisa  
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Lauerman, Colleen  
Lee, Michael S.  
Levy, Michael A. +  
McNicholas, Edward  
Miller, Joseph S.  
Morillo, Juan +  
Prame, Christine L.  
Shanks, Laurel E. +  
Sheers, Nathan  
Shubert, Leslie A.  
Smith, Stephen F. +  
Volpe, Frank  
Walloch, Heather M.  
Wasserstein, Jeffrey N.  
Weis, Andrew E.  
Zidlicky, Paul J.

Blum, Shari  
de Souza, Cassandra  
Hord, Elizabeth  
Juba, Mark F.  
Kopsidas, Niki  
Lee, Corey A.  
Luce, Randall C.  
Trejo, Magdalena

---

+ Please refer to Page R-39

WASHINGTON continued

PARTNERS

ASSOCIATES

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Bass, I. Scott  
 Berlin, Jeffrey S.  
 Berner, Frederic G., Jr.  
 Bonner, Raymond A.  
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 Flagg, Ronald S.  
 Hill, Stephen S.  
 Hynes, Terence M.  
 Keisler, Peter D.  
 Lawson, David L.  
 Levy, David M.  
 Lewis, David J.  
 Marcil, Lorrie M.  
 Miller, Lawrence A.  
 Moates, G. Paul  
 Nowak, G. Philip  
 Prada, Vincent F.  
 Raul, Alan C.  
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 Sullivan, Julia E.  
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Beckner, Clinton F.  
 Fee, John E.  
 Hawkes, Timothy D. +  
 Hunseder, Michael  
 Kalt, Brian C.  
 Kammerer, Rudy  
 Lautrup, Greer Olsen  
 Marden, Emily +  
 Mayer, Anne C. +  
 Meron, Daniel  
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 Ragsdale, Mary C.  
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 Stansel, James C.  
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 Wester, John F.

+ Please refer to Page R-39

LONDON

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Flynn, Jamie R.  
Friis, Pia A.  
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Ong, Su Mei  
Paschalides, Philip A.S.  
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Corporate

Asher, Robert L.  
Pinder, J. Mark

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Green, Nicola S.  
Lowe, Joanne L.  
Oliver, Struan W.  
Thesing, Thomas

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Groves, Andrew

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Cole, Kelly

FAR EAST

PARTNERS

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Meng, Simon

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Tong, Maria

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Liu, David  
Shao, Chun Yang

Sun, Warren

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Hooton, Michael R.L.

Chew, Seok Yam  
Goh, D.J.  
Sahetapy, Johannes C.

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Mahmood, Mir Mahboob

TOKYO

Suzuki, Shuichi

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Hardgrove, James A.  
Lewis, David J.  
Nissen, William J.  
Ostroff, Peter L.  
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Bierman, Steven M.  
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Doss, Michael P.  
Findlay, D. Cameron  
Graham, David F.  
Green, Jeffrey T.  
Haddad, Mark E.  
Harris, James M.  
Hopson, Mark D.  
Kalb, Paul E.  
Keisler, Peter D.  
Lawson, David L.  
Phillips, Carter G. (Coordinator)  
Schaerr, Gene  
Schiffman, David M.  
Sweeney, Michael J.  
Tone, Jeffrey R.  
Trela, Constantine L. (Coordinator)  
Trienens, Howard J.  
Weber, Susan A.

Miller, Joseph S.  
Pengra, R. Rene  
Sheppard, Hille R.  
Young, James P.

Leppert, Juliet  
Sikaitis, Karyn

Senior Counsel

Mason, Henry L. III

Counsel

Merrill, Thomas W.



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Dajani, Omar - CA  
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Hawkes, Timothy D. - MD  
Hoey, Julia K. - British Columbia  
Isenberg, Beth Ann - NY  
Janss, Jenna - VA, MD, DE  
Jones, Susan P. - Western Australia  
Levy, Michael A. - NY  
Marden, Emily - NY  
Mayer, Anne C. - CA  
Morillo, Juan - FL  
Poratelli, Silvia G. - Buenos Aires  
Post, Michael L. - CA  
Prasad, Sundari - India  
Rovine, Joshua B. - NY  
Sanclemente, Gilberto E. - Columbia, South America  
Schmidtberger, Michael J. - NY  
Schultz, Mark D. - WA  
Shanks, Laurel E. - MD  
Shenk, Christopher - MD  
Smith, Charles E. - NY, WA  
Smith, Stephen F. - VA  
Stewart, Richard B. - DC  
Tartal, James A. - MA, MD, PA  
Yamaguchi, Colleen S. - WA

# EXHIBIT E

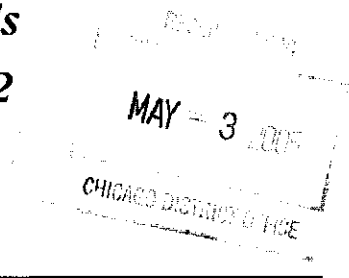
## ATTACHMENT 6

**In The Matter Of:**

*In Re: v.  
Sidley & Austin*

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*David Alan Richards  
Vol. 1, May 17, 2002*



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**Word Index included with this Min-U-Script®**



[1]  
[2] UNITED STATES EQUAL EMPLOYMENT  
[3] OPPORTUNITY COMMISSION  
[4] CHICAGO DISTRICT OFFICE  
[5] \_\_\_\_\_X  
[6]  
[7] In Re: SIDLEY & AUSTIN  
[8]  
[9] \_\_\_\_\_X  
[10] May 17, 2002  
[11] 9:40 a.m.  
[12]  
[13] DEPOSITION of DAVID ALAN RICHARDS, held at  
[14] the law offices of the Equal Employment  
[15] Opportunity Office, 201 Varlick Street, New York,  
[16] New York, before Vicky Galitsis, a Certified  
[17] Shorthand Reporter and Notary Public of the  
[18] State of New York.  
[19]  
[20]  
[21]  
[22]  
[23] GREENHOUSE REPORTING, INC.  
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[2] APPEARANCE:  
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[4]  
[5] UNITED STATES EQUAL EMPLOYMENT  
[6] OPPORTUNITY COMMISSION  
[7] 500 West Madison Street, Suite 2800  
[8] Chicago, Illinois 60661  
[9] BY: JOHN C. HENDRICKSON, ESQ.,  
[10] of Counsel  
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[2] DAVID ALAN RICHARDS,  
[3] having been first duly sworn by a Notary  
[4] Public of the State of New York, was  
[5] examined and testified as follows:  
[6] EXAMINATION BY MR. HENDRICKSON:  
[7] Q: Will you please state your name?  
[8] A: David Alan Richards.  
[9] Q: What is your residence address,  
[10] Mr. Richards?  
[11] A: 18 Forest Lane, Scarsdale, New York.  
[12] Q: What is your business address?  
[13] A: I am with the firm of McCarter &  
[14] English, LLP, in the New York office at 300 Park  
[15] Avenue, New York, New York 10022.  
[16] Q: Are you a college graduate?  
[17] A: I am.  
[18] Q: Where did you graduate from college?  
[19] A: I graduated from Yale College in  
[20] 1967 with a BA, summa cum laude. I graduated  
[21] from the University of Cambridge in 1969 with a  
[22] BA, first class honors.  
[23] Q: You're a graduate of a law school?  
[24] A: I am. I graduated Yale Law School,  
[25] 1972.

[1] Richards  
[2] Q: You're currently employed at  
[3] McCarter & English?  
[4] A: Yes. I'm a partner there.  
[5] Q: When did you begin your employment  
[6] at McCarter & English?  
[7] A: January 2, 2000.  
[8] Q: Do you have an area of  
[9] specialization in the McCarter & English?  
[10] A: I'm sorry, 2001.  
[11] Yes, I am a real estate lawyer.  
[12] Q: You said you were a partner at  
[13] McCarter & English. Do you have any  
[14] administrative responsibilities there?  
[15] A: I am the co-managing partner of the  
[16] New York office.  
[17] Q: How many partners are there in the  
[18] New York office?  
[19] A: There are four partners and four  
[20] special counsel.  
[21] Q: Where you referred to McCarter &  
[22] English, the New York office, is there a  
[23] principal office somewhere else?  
[24] A: Yes. The principal office is in  
[25] Newark.

Page 5

**Richards**

[1] **Richards**  
[2] **Q:** Newark, New Jersey?  
[3] **A:** Newark, New Jersey. There are other  
[4] offices, but that is the mothership.  
[5] **Q:** How many? Can you give me an  
[6] indication of the size of the firm?  
[7] **A:** It's the oldest and largest firm in  
[8] New Jersey. It's about 280 people.  
[9] **Q:** Approximately, how many of those are  
[10] partners?  
[11] **A:** I don't know.  
[12] **Q:** Directing your attention to the  
[13] period of time after you graduated from Yale Law  
[14] School and before you came to McCarter &  
[15] English, can you just give me a quick  
[16] run-through of your professional career with  
[17] approximate dates?  
[18] **A:** Yes. I summer clerked at Paul Weiss  
[19] Rifkind Wharton & Garrison in the summer of  
[20] 1971. I commenced there in September 1972 as a  
[21] member of the real estate department, becoming  
[22] officially a member of the New York Bar in  
[23] 1973.  
[24] I am also a member of the bar of the  
[25] Supreme Court of the United States and of the

Page 6

**Richards**

[1] **Richards**  
[2] Second Circuit in the Federal Circuit Court.  
[3] I stayed at Paul Weiss until  
[4] approximately June of 1977, when I took up  
[5] employment as associate at Coudert Brothers in  
[6] the main office in New York City, where I became  
[7] the first associate in a brand new real estate  
[8] department which they never had before, working  
[9] for a corporate partner. By 1982 I had become a  
[10] partner. There were 59 partners. I was tied  
[11] for 59th in income. In terms of what I was  
[12] bringing to the firm I was 16.  
[13] Another partner now at Sidley Austin  
[14] Brown & Wood by the name of Andrew Quale, who  
[15] had worked at Sidley & Austin, Andrew Quale who  
[16] had been a summer associate at Sidley 15, 20  
[17] years before in Chicago had been invited by  
[18] friends there to consider starting the New York  
[19] office of Sidley & Austin in September 1982.  
[20] The intention was to make that office not only a  
[21] New York office, but a backup and springboard  
[22] for expansion overseas.  
[23] Mr. Quale was a banking specialist  
[24] with a Latin American practice, and I was one of  
[25] the leading attorneys in the United States on

Page 7

**Richards**

[1] **Richards**  
[2] foreign investment in U.S. real estate. And  
[3] Mr. Quale invited me to join him in founding  
[4] that office. He thus became the founding  
[5] partner in September of 1982, and I joined  
[6] January 1, 1983. An office then of two  
[7] partners, two associates, a third associate from  
[8] Chicago and a paralegal, whom I brought with me,  
[9] and 18 years later, when I left Sidley & Austin  
[10] it had 120 lawyers in New York. I was at Sidley  
[11] therefore from January 1, '83 through  
[12] December 31, 2000.  
[13] **Q:** You said at the time that you began  
[14] Sidley there were 12 partners, am I correct?  
[15] One of them was you?  
[16] **A:** That's correct.  
[17] **Q:** Is there anything else about your  
[18] recruitment to join the firm of Sidley & Austin  
[19] that — and I do want to ask you some questions  
[20] about that — you want to add?  
[21] **A:** Yes. The interviewing process and  
[22] the process of joining the firm was not  
[23] something of which I was aware of the details.  
[24] I was interviewed in New York by the number one  
[25] and number two partners in the firm.

Page 8

**Richards**

[1] **Richards**  
[2] **Q:** Who are they?  
[3] **A:** Howard Trienens who at that time was  
[4] also the vice president and counsel of AT&T and  
[5] remained chairman of the firm for the following  
[6] 10, 11 years, and H. Blair White who was the  
[7] head of the executive committee. Trienens was  
[8] head of the management committee.  
[9] They interviewed me in New York. I  
[10] was flown to Chicago, I was interviewed by eight  
[11] or ten, I assume senior, certainly more elderly  
[12] partners, and then I was told I had become a  
[13] partner. I was unaware that there was any lack  
[14] of a vote on becoming a partner. And therefore  
[15] I was brought in, in effect, by vote of the  
[16] executive committee or management committee. I  
[17] did not inquire.  
[18] **Q:** You had no direct knowledge at the  
[19] time?  
[20] **A:** No, I did not.  
[21] **Q:** Did anybody indicate to you that  
[22] there had been any kind of a vote among the  
[23] partners?  
[24] **A:** No. And it became patent the next  
[25] 18 years when I was never asked to vote on any

[1] **Richards**

[2] other partner, that they never voted on

[3] partners, that they were brought in at the

[4] behest and direction of the management

[5] committee.

[6] **Q:** Did you have any sense either at

[7] that time, or from anything that you learned

[8] since that time, that your coming in as a

[9] partner was something that even if the other

[10] partners didn't formally vote on, they consented

[11] to? Not acquiesced, but actually consented to?

[12] **A:** No, not any more than I was asked to

[13] consent to any other partner that was brought in

[14] in the next two decades. I was certainly

[15] treated and accepted as a partner, but it was

[16] only when I was inside the system that I

[17] realized these were epistolic successes.

[18] **Q:** Did you sign partnership agreement

[19] at that time when you joined the firm?

[20] **A:** I believe I did.

[21] **Q:** I take it there came a time when you

[22] said yes, I accept to the status partnership and

[23] I will work in the New York office in a capacity

[24] as partner of the firm?

[25] **A:** Absolutely.

[1] **Richards**

[2] **Q:** At that time did you understand that

[3] for the duration of your career at Sidley, that

[4] you would never vote on any subject matter

[5] involving the firm including the admission or

[6] expulsion of partners?

[7] **A:** I did not. It was not until I began

[8] to attend annual meetings in April of the year

[9] 1983 and thereafter that when I might have

[10] expected votes on matters before the

[11] partnership, they did not occur.

[12] **Q:** Did you expect votes when you

[13] attended those meetings?

[14] **A:** I absolutely did. I had been a

[15] partner at Coudert Brothers. We had meetings,

[16] we had debates and we'd vote.

[17] **Q:** Did you ever raise that issue?

[18] **A:** I did not. Sidley & Austin at that

[19] point, except for Baker & McKenzie, was the

[20] largest law firm in the United States. It is

[21] now, even before the Brown & Wood merger, fourth

[22] or fifth in the United States, and I accepted as

[23] a given that it had a different management

[24] structure.

[25] But as a partner, and as a partner

[1] **Richards**

[2] more highly compensated than I had been at

[3] Coudert Brothers, I had no desire or need or

[4] drive to protest the system.

[5] **Q:** Did you understand at that time that

[6] the executive committee of Sidley & Austin

[7] and/or the management committee could amend the

[8] articles or the partnership agreement without

[9] the approval of either you or any other partner

[10] not on those committees?

[11] **A:** I did not.

[12] **Q:** Did you later learn that to be the

[13] case?

[14] **A:** I never knew it to be the case. I

[15] was in a branch office. We did not have

[16] meetings of the firm except once a year.

[17] Amendment of the partnership agreement was never

[18] a subject at any of the 17 or 18 annual meetings

[19] that I attended.

[20] The partnership agreement was

[21] probably amended two, three, not more than four

[22] times in my 18 years at the firm. And the way

[23] that happened was a memo was sent out asking for

[24] our signatures.

[25] I do not say that there might not

[1] **Richards**

[2] have been an opportunity to see what I was

[3] signing, but there was no debate about it, there

[4] was no particular explanatory memo other than

[5] the various descriptions, and it was accepted

[6] that we would sign and return it.

[7] It was a bit like I thought later,

[8] as I became more aware of national politics

[9] through my association with the Clintons and as

[10] an American historian generally, like having a

[11] resignation already signed which they could pick

[12] up. This was a similar situation in which you

[13] were asked to sign.

[14] I don't know of anyone who did not

[15] sign, and I assumed the consequences of not

[16] signing would be very unpleasant, given the way

[17] that salaries were set, which was a totally

[18] opaque process not subject to public review.

[19] **Q:** You understood that the partnership

[20] amendments became effective whether or not you

[21] signed?

[22] **A:** Absolutely not.

[23] **Q:** Or whether or not any other partner

[24] signed?

[25] **A:** I know. I didn't understand that.

**Richards**

[1] **Richards**  
[2] I assumed if I didn't sign, I would be spitting  
[3] in the wind. And if there was ever a change  
[4] that allowed post 1982 the management committee  
[5] to do what it did to 25 or 32 partners, I was  
[6] unaware of that power, whether it was original  
[7] or as by reading the Sidley brief. I now  
[8] understand it might have been employee amended  
[9] in 1999.

[10] **Q:** You met with Trienens and who else  
[11] in New York?

[12] **A:** Trienens and H. Blair White who was  
[13] the head of the management committee.  
[14] Traditionally power is divided between the  
[15] management committee and the executive  
[16] committee. And as Chuck Douglass is now,  
[17] H. Blair White was at that time. And as Thomas  
[18] Cole is now, Howard Trienens was at that time.

[19] **Q:** Do you recall anything about those  
[20] discussions — those discussions, I assume, were  
[21] here in New York?

[22] **A:** They came to New York.

[23] **Q:** Do you recall, were those  
[24] discussions with just the three of you in the  
[25] room?

**Richards**

[1] **A:** Actually, I was interviewed at  
[2] separate times. I met separately with  
[3] Mr. Trienens and Mr. White. I believe that they  
[4] were vetting me in terms of my professional  
[5] accomplishments and distinction. I was unknown  
[6] to them except as introduced by Mr. Quale. I of  
[7] course had a resume, I of course was a partner  
[8] at one of the two major international law firms  
[9] in the United States, as Coudert Brothers was  
[10] then.

[11] **Richards**  
[12] And after discussing why I was  
[13] prepared to leave and join Sidley, which I  
[14] phrased as the opportunity to be the head of a  
[15] real estate group in New York City in the  
[16] largest law firm in the United States, a  
[17] decision that would not be criticized by my own  
[18] firm because it would be seen as an excellent  
[19] career move where I had been sought out, I had  
[20] not gone looking for the job, and at a  
[21] substantial salary increase, because Coudert was  
[22] in a cohort system and I was at the bottom of  
[23] the pile, and I was there for all of the  
[24] difference of 80,000 or a \$100,000. I accepted  
[25] it.

**Richards**

[1] **Richards**  
[2] **Q:** Did you understand Trienens and  
[3] Blair to be the highest ranking partners at the  
[4] firm?

[5] **A:** No question about it, yes.

[6] **Q:** Did you have any understanding of  
[7] how they occupied that status, whether they were  
[8] elected by the partners, or do you have any  
[9] background information at the time you were  
[10] talking to —

[11] **A:** I had none at all. I knew  
[12] Mr. Trienens as the vice president, general  
[13] counsel of AT&T, which was the largest client of  
[14] Sidley at the time, derived his power almost  
[15] certainly from the power of having the  
[16] business. But I did not know anything about  
[17] percent or about elections, or about how people  
[18] were named to the management committee, or how  
[19] they were named to the executive committee.

[20] **Q:** When did you first have knowledge of  
[21] that?

[22] **A:** After being at the firm a few months  
[23] I realized that there was an executive committee  
[24] composed largely of people from Chicago, but  
[25] also of the heads of the two largest domestic

**Richards**

[1] **Richards**  
[2] offices, namely Washington and Los Angeles. I  
[3] was aware, or vaguely, that there was another  
[4] committee which seemed to report upward to that  
[5] executive committee, although later I understood  
[6] that officially the management committee was —  
[7] the large management committee was above the  
[8] smaller executive committee.

[9] It was quite clear that power  
[10] resided in the executive committee, because the  
[11] executive committee named the members of the  
[12] management committee. And that the membership  
[13] in the management committee came because you  
[14] were an important partner somewhere. But the  
[15] criteria for that were not clear and there was  
[16] no member of the management committee from the  
[17] New York office over the 18 years I was there,  
[18] until the last three or four years where one or  
[19] two began to be named.

[20] Therefore, I came from Coudert  
[21] Brothers where every foreign office had a  
[22] number, on the inner policy committee, which had  
[23] votes into a firm which had a "representative  
[24] body" composed of non-office heads in different  
[25] departments. But not every department was



**Richards**

[1] represented, not every city was represented, and  
[2] there were no published criteria for how one  
[3] became a member of that, even in terms of being  
[4] appointed. Certainly no elections.

[5] **Q:** Was there any correspondence between  
[6] members of the executive committee and heads of  
[7] practice groups?

[8] **A:** Since the large bulk of the  
[9] attorneys were in Chicago, I assumed that there  
[10] were meetings from time to time, but that  
[11] wouldn't have been if there was supplementary  
[12] correspondence, it wouldn't have been something  
[13] I would have known about.

[14] I was the head of the real estate  
[15] group in the New York office, I reported on a  
[16] line basis to the head of the national real  
[17] estate practice who was also the head of the  
[18] Chicago real estate group.

[19] I was also a member of the real  
[20] estate committee for the firm helping to  
[21] recommend to the management executive committee  
[22] what real estate decisions should be made.

[23] **Q:** What do you mean what real estate  
[24] decisions should be made?  
[25]

**Richards**

[1] **A:** Recommendations for negotiations for  
[2] leases.

[3] **Q:** For the firm's —

[4] **A:** For the firm's office space, yes.  
[5] That was my primary committee responsibility.  
[6] Also I had the responsibility for the first  
[7] eight years at the firm as chair of the  
[8] associate compensation committee, what we called  
[9] the care and feeding committee. And so I would  
[10] travel to Chicago annually as a member of the  
[11] firm committee on compensation and report on the  
[12] New York associates.

[13] Those two positions together, the  
[14] real estate committee responsibility and the  
[15] associates compensation committee  
[16] responsibility, plus the fact that I had come  
[17] with Mr. Quale and was chronologically the  
[18] second ranking partner in the office. After  
[19] Quale was removed as the head of the office 14  
[20] or 15 months into his tenure and a member of the  
[21] management committee was made head of the  
[22] New York office, I continued to act in a sort of  
[23] number two generalist function.

[24] So I was aware of the lines of  
[25]

**Richards**

[1] power. I wasn't aware of how people got that  
[2] power.

[3] **Q:** When you said you were on the  
[4] associates compensation care and feeding  
[5] committee and also the firm's real estate  
[6] committee, I assume that members of those  
[7] committees met and/or consulted with each  
[8] other.

[9] Was their work decision making or  
[10] the giving of advice?

[11] **A:** It was totally advisory. There were  
[12] written reports on the associates compensation  
[13] committee. I presume there were written  
[14] summaries of the real estate committee work, and  
[15] then those were always described to me by the  
[16] heads of those perspective committees as  
[17] recommendations to the management committee.

[18] And then it was the management  
[19] committee that told us we could or could not  
[20] sign the lease. It was the management committee  
[21] that told us we could or could not give a bonus  
[22] for a particular associate.

[23] **Q:** Were there ever occasions when the  
[24] advice given was never followed by the firm, it  
[25]

**Richards**

[1] was not implemented?

[2] **A:** Yes. Several times.

[3] **Q:** Who made the decision not to follow  
[4] the advice?

[5] **A:** The management committee.

[6] **Q:** Were you familiar with the way other  
[7] committees of the firm conducted their business  
[8] or with some of them? Do you want to be  
[9] specific?

[10] **A:** Only one, really. I had a practice  
[11] that concentrated on foreign investors in U.S.  
[12] real estate. I ultimately became the chair of  
[13] the annual American Real Property Institute,  
[14] which is limited to 100 real estate lawyers in  
[15] England and the United States and, therefore, I  
[16] believe, was the only chair of the International  
[17] Bar Association at Sidley & Austin.

[18] And we had a London office, and the  
[19] New York office had been slated to be a backup  
[20] for the Singapore office. And all those things  
[21] made me interested in wanting to be a member of  
[22] the international office committee. At the time  
[23] when Sidley was expanded, I had also been  
[24] partner in an international law firm that other  
[25]

**Richards**

[1] than — clearly Coudert Brothers was seen as the  
[2] model for how that was done back in the days  
[3] when American law firms were not largely in  
[4] China and Japan and London and the like.  
[5]

[6] I felt that all this experience made  
[7] me a natural selection for the international  
[8] office committee. Each year we were asked what  
[9] other committees we would like to be on.  
[10] Virtually every year I asked to be on that  
[11] committee.

[12] **Q:** Who asked you what committees you  
[13] would like to be on?

[14] **A:** It was a memorandum that came around  
[15] as each year people were shuffled from the  
[16] management committee. The memorandum came  
[17] around asking, did you still want to be on the  
[18] same committee, did you want to be on a new  
[19] committee.

[20] I continued to ask to be a member of  
[21] the international committee and I was later  
[22] advised by my friend no longer partner at  
[23] Sidley & Austin, a man named Mark Angelson who  
[24] had been one of the two partners in the  
[25] Singapore office and who was sent to London to

**Richards**

[1] reinvent the London office, which he did  
[2] brilliantly, that the international committee  
[3] was him and Frank Battle, walking up and down  
[4] Madison Avenue deciding what to do.  
[5]

[6] So I don't know if that committee  
[7] ever had a meeting, although nominally there  
[8] were five, eight, ten people on it. I had no  
[9] way to force my way onto the committee.

[10] The man mentioned, Frank Battle, was  
[11] the head of the New York office by that time,  
[12] the man who replaced me as head of the real  
[13] estate group, four years after he came, the man  
[14] who was forced out of the firm after this  
[15] happened by the new overall managing partner,  
[16] Tom Cole.

[17] I had no desire to pick a fight with  
[18] Mr. Battle, so I continued to apply and I was  
[19] never appointed.

[20] **Q:** So at least in terms of your  
[21] experience, notwithstanding the nature of your  
[22] practice and nature of your background, your  
[23] interest and your expressed request of  
[24] membership, those things would not be decisive  
[25] in getting on a committee. The selections would

**Richards**

[1] made by the executive committee?  
[2]

[3] **A:** Absolutely.

[4] **Q:** Without their selection, experience,  
[5] interests, none of those things mattered unless  
[6] they selected you for those committees?

[7] **A:** That's correct.

[8] **Q:** You're aware that Sidley has filed a  
[9] brief in the matter involving the investigation  
[10] in the Seventh Circuit in the United States  
[11] Court of Appeals?

[12] **A:** I am so aware.

[13] **Q:** Let me just tell you that there is a  
[14] sentence in that brief that says: In  
[15] September 1999 exercising authority delegated by  
[16] Sidley partners in the partnership agreement,  
[17] all had signed said lease, executive committee  
[18] decided that 32 partners should relinquish their  
[19] equity status.

[20] At the time that you either joined  
[21] the firm and signed a partnership agreement, if  
[22] you did, or any of the amendments that you may  
[23] have signed, did you ever understand that you  
[24] were delegating authority to the executive  
[25] committee to expel you or other partners from

**Richards**

[1] the firm without consultation with you or with  
[2] any of the other partners not on the committee?  
[3]

[4] **A:** Absolutely not.

[5] **Q:** Did you assume that to be the case?

[6] **A:** Absolutely not.

[7] **Q:** What was your thinking at the time  
[8] when you signed? You were aware that there was  
[9] a delegation of authority clause in the  
[10] partnership agreement?

[11] **A:** I was not keenly aware, if that was  
[12] the delegation of authority, no. I would have  
[13] thought then, as I think now, that in a  
[14] partnership barring bad behavior or failure to  
[15] meet an agreed upon membership requirement —  
[16] whether those are hours or moral conduct or some  
[17] other articulated standard — that a member of  
[18] the law partnership who came to work every day,  
[19] who collected his fees, who did not commit  
[20] malpractice, who, in other words, was not a bad  
[21] lawyer but was a good lawyer and did the work  
[22] that was directed to him and made appropriate  
[23] efforts to bring work in, performed it, billed  
[24] it and collected it, that such a partner would  
[25] remain a partner within the norms of the firm.

**Richards**

[1] **Q:** But you knew, let's assume a partner  
[2] was a bad actor and didn't do the job,  
[3] et cetera, didn't bill or didn't collect or  
[4] engage in malpractice enough to satisfy in terms  
[5] of performance criteria the notion that the  
[6] partner ought to go —

[7] **A:** Yes.

[8] **Q:** — in that, what was your thinking  
[9] at that time about how that would happen? How  
[10] would that partner be removed from the firm?

[11] **A:** How it happened in my experience,  
[12] and in my later knowledge, but in my certain  
[13] experience of one partner in the real estate  
[14] group in New York, now a partner at another law  
[15] firm, he was approached by the managing partner  
[16] of the office and told that his compensation was  
[17] going to be reduced and that he might therefore  
[18] wish to look for another job.

[19] He got the job, he ended up as the  
[20] number three guy in the RTC where he worked for  
[21] the next five years. But he understood he was  
[22] being pushed and he was not expelled with a  
[23] press release.

[24] **Q:** I would have thought, for example,

**Richards**

[1] before the Sidley case, that in a partnership  
[2] like Sidley all of the other partners would have  
[3] voted to expel a partner.

[4] I take it that's not what happened  
[5] in the Sidley case. All the other partners did  
[6] not vote, am I correct on that, to your  
[7] knowledge?

[8] **A:** Here today, gone tomorrow. It was  
[9] never even brought up outside the New York  
[10] office. It's sui sponte. The head of the  
[11] New York office decided he didn't like this  
[12] partner or it was directed by the executive  
[13] committee, in which he was a member, to force  
[14] this partner out.

[15] I talked later with other partners  
[16] in other law firms and found that Shearman &  
[17] Sterling, for example, would vote. They only  
[18] did it once and it was an act of compassion  
[19] because unless the guy was kicked out, he  
[20] couldn't get his disability benefits.

[21] **Q:** There the partners in that firm  
[22] voted?

[23] **A:** Absolutely they voted, they voted.

[24] **Q:** Was that your expectation about what

**Richards**

[1] would happen at Sidley?

[2] **A:** It would have been — until I saw  
[3] what happened — and it certainly would have  
[4] been my expectation that something like  
[5] 10 percent of the partners were expelled at one  
[6] time, which never happened in the 18 years I was  
[7] there prior to it happening to me.

[8] **Q:** My understanding — and I guess  
[9] your career at Sidley bears it out — but my  
[10] understanding is that one can become a partner  
[11] at Sidley, let's say one can come out of law  
[12] school and become an associate at Sidley, then  
[13] become a partner, work the entire rest of his  
[14] legal career as partner at Sidley and never  
[15] ever — and then retire and ultimately die, but  
[16] never, ever in his career as a partner, vote on  
[17] any subject matter unless he were on the  
[18] executive committee?

[19] **A:** That's absolutely correct.

[20] **Q:** Including would never have his vote  
[21] solicited or counted or tabulated or taken to  
[22] elect the members of that executive committee?

[23] **A:** That is also correct.

[24] **Q:** Are you aware of any other law firm

**Richards**

[1] where that is the model of firm governance?

[2] **A:** I am not.

[3] **Q:** This Sidley matter, since we've been  
[4] in court, has received some attention in the  
[5] media. You're aware of that?

[6] **A:** I was poster child of the American  
[7] Lawyer article, so I'm keenly aware of it.

[8] **Q:** Have you had any discussions with  
[9] either people inside or outside of the legal  
[10] community, I assume principally inside the legal  
[11] community, with respect to that governance  
[12] structure I just described, whether they were  
[13] surprised that that was the structure at Sidley  
[14] or whether they view that as unusual? Have you  
[15] had such discussions? If so, can you tell us  
[16] about what they have been?

[17] **A:** I can't say that I've had detailed  
[18] discussions because I am nationally prominent,  
[19] internationally prominent. There has never been  
[20] a survey of leading real estate lawyers in the  
[21] world that I haven't been in since 1985. The  
[22] appearance of the article in the American Lawyer  
[23] that I had been forced out as deadwood was a  
[24] deeply shocking and disturbing result to many of

**Richards**

[1] **Richards**  
[2] my friends around the United States who read  
[3] that article.  
[4] The discomfort, humiliation and  
[5] shame attached to that made questions about it  
[6] similar to that of condolences about a relative  
[7] who had died. They were not at all clear how  
[8] that could happen.  
[9] But it has happened at other firms.  
[10] It happened at Sonnenschein at the same time the  
[11] first piece publicity news reports that I sought  
[12] out and mentioned at Sonnenschein done the same  
[13] thing. Not quite so publicly as Sidley.  
[14] It has happened to other partners in  
[15] other law firms, forcible retirement at age 61  
[16] at Fulbright & Jaworski for the heads of real  
[17] estate and probates and trust practices there.  
[18] **Q:** I understand that, but we'll get to  
[19] that later. What I'm trying to get to is  
[20] whether you had any sense from any  
[21] communications you've had with other members of  
[22] the legal fraternity that the method of  
[23] governance at Sidley, going through your whole  
[24] career with never voting, is unique or common.  
[25] **A:** When I was asked about that, all my

**Richards**

[1] **Richards**  
[2] interlocutors expressed amazement because at  
[3] their firms they would vote on something like  
[4] that.  
[5] In my current firm, to bring in a  
[6] partner, we vote twice. There is a straw vote  
[7] and then there is a real vote. At Coudert  
[8] Brothers, my prior firm, all the partners voted  
[9] on partnership. We did not expel any partners  
[10] at the time, although certain partners did  
[11] withdraw for alcoholic or other disease  
[12] problems.  
[13] **Q:** You said your interlocutors. I know  
[14] it's not a scientific survey, but how many firms  
[15] do you think you're talking about with these  
[16] interlocutors?  
[17] **A:** 15 to 25 different officers.  
[18] **Q:** Let me just nail this down one more  
[19] time. Did you ever vote on anything at Sidley?  
[20] **A:** As a partner on a partnership  
[21] question, framed by the management committee or  
[22] the executive committee, no.  
[23] **Q:** Sounds like there is something out  
[24] there that maybe you did vote on and I can't  
[25] figure out what it might be.

**Richards**

[1] **Richards**  
[2] **A:** When we had real estate committee  
[3] meetings, we would make recommendations.  
[4] **Q:** Within your committee?  
[5] **A:** Within the committee, but we did not  
[6] hold our hands up.  
[7] **Q:** We'll come back to this business  
[8] later on. Let me move on.  
[9] How did you first learn about the  
[10] EEOC investigation of Sidley & Austin?  
[11] **A:** I think an article in the American  
[12] Lawyer which was prior to the piece in April of  
[13] 2000 there was a side-bar that mentioned it.  
[14] **Q:** Have you had any discussions with  
[15] anybody who is still employed at Sidley about  
[16] the EEOC investigation?  
[17] **A:** Only one such conversation which  
[18] occurred in Maui with a partner from the  
[19] Washington office at Brown & Wood, now a member  
[20] of the merged law firm who I met at a luau. I  
[21] congratulated him on the program he had  
[22] conducted that morning. He was a man I never  
[23] met, and I said if I were still at Sidley &  
[24] Austin, we'd been partners. And he was startled  
[25] and he said, are you a plaintiff? And I said,

**Richards**

[1] **Richards**  
[2] well, I guess, I'm a member of the aggrieved  
[3] class. And he laughed and he said, I'm very  
[4] worried about it.  
[5] That's the only direct conversation  
[6] I've had. I did understand from people who had  
[7] attended the meeting in April of 2001 which  
[8] voted on the merger of the two firms, that there  
[9] was a vote on the merger of the two firms and  
[10] there was a disclosure of this lawsuit, because  
[11] in effect there had to be.  
[12] But those are the only two  
[13] conversations that I could recollect with any  
[14] current member of the firm.  
[15] **Q:** Who was the Brown & Wood person in  
[16] Maui?  
[17] **A:** I cannot remember his name except  
[18] the first name is David. He's the head of the  
[19] bankruptcy group in the Washington office. I  
[20] don't remember his name. I could look it up.  
[21] **Q:** Have you had discussions —  
[22] **A:** And he had nothing to do with this.  
[23] **Q:** I understand.  
[24] — if not about the EEOC  
[25] investigation, but about the issue of age



**Richards**

[1] discrimination related to the termination of the  
[2] 32 partners?

[3] **A:** I never discussed that with anyone  
[4] else as a topic. Although, all those with whom  
[5] I discussed this and of the 32, five were real  
[6] estate partners and all but one were older than  
[7] me. And the one who was not was, I think, at  
[8] this time, about 53.

[9] So we had the discussion sharing our  
[10] hurt and dismay, recognizing that in a very  
[11] large law firm real estate is not a huge money  
[12] spinner, and that as Sidley tried to become  
[13] bigger and its profits to partners, we were  
[14] therefore vulnerable.

[15] And we were keenly aware that all  
[16] the members of the executive committee were or  
[17] seemed to be younger than us. The new managing  
[18] partner Tom Cole was 51. The only woman  
[19] executive committee, his classmate from the  
[20] University of Chicago, Virginia Aronson was 51.  
[21] And so there was a sense that it was a younger  
[22] management committee who had gotten rid of all  
[23] its older members except one, Bruce Bernstein,  
[24] who finally retired last year; that was

**Richards**

[1] instigating a policy against partners who were  
[2] weaker, as far as income went, in order to  
[3] benefit younger partners who had major practices  
[4] who were threatening to bolt to other law firms  
[5] if they did not get more of the pie.

[6] And when I called one similarly  
[7] situated partner in Chicago, Greg Furda, I said  
[8] what are they thinking of? If we now have this  
[9] happening to partners and a reduction in the  
[10] retirement age to 60, if you're 40 and you're a  
[11] service partner for another powerful partner,  
[12] why aren't you terrified?

[13] And his answer was, they all think  
[14] they're going to be rich by 60, from which I  
[15] inferred they could retire at 60. The new age  
[16] having made a lot more money because the  
[17] so-called "deadwood" was out of the way.

[18] So that was the only description of  
[19] the attitude in Chicago, when I asked the  
[20] question of, why someone with a longer vision  
[21] than the next 30 days wasn't worried about this,  
[22] if you could be terminated at any time in a  
[23] career that is almost certainly likely to be  
[24] cyclical.

**Richards**

[1] **Q:** Are you aware now that of the 32  
[2] partners involved in this plan that were  
[3] downgraded that 30 of them were in the protected  
[4] age group under the American Age of  
[5] Discrimination and Employment Act?

[6] **A:** I had no idea why, because no list  
[7] was ever published, and the only way I could  
[8] determine who it had happened to was to take the  
[9] next committee list that appeared, after the  
[10] committee appointments were made in the way I  
[11] suggested, and discover by going to the bottom  
[12] of the list who had an asterisk, who used to be  
[13] partner but was now special counsel.

[14] So I can only create that number,  
[15] which also was a shimmering number, 25, 24, 26,  
[16] the group that happened in September, the five  
[17] or six that happened by the next December  
[18] including Ron Trost, third partner in the  
[19] New York office. Maybe a fourth. So there was  
[20] no easily assembleable list of even names, let  
[21] alone ages.

[22] I was aware of the ages of my  
[23] cohorts in the real estate group, that they were  
[24] all virtually all older than me. And I knew how

**Richards**

[1] old I was, but I didn't know what the list was,  
[2] so I would have had no way of knowing, nor did  
[3] the firm ever publicize who it was. I must tell  
[4] you, this was like having a yellow star in  
[5] Berlin in 1933.

[6] **Q:** You were aware that in the published  
[7] reports that the highest ranking members of the  
[8] firm spoke in terms of creating opportunities  
[9] for younger members of the firm, were you not?

[10] **A:** I was aware of that and I understood  
[11] that in the context of, fire the old guys with a  
[12] million dollars so that the young guys with \$3  
[13] million can have more profit share. That's how  
[14] I understood it.

[15] **Q:** Did you view that as discrimination  
[16] on the basis of age?

[17] **A:** I sure as hell did.

[18] **Q:** Did you have any sense or do you  
[19] have any sense, now that you said you went over  
[20] these lists of the people either to be  
[21] downgraded or not to be downgraded, did you have  
[22] any sense that the people that were being  
[23] downgraded, I don't know whether it was  
[24] uniformly or you can describe it to me, were

*Richards*

[1] overall generally less competent or less viable  
[2] members of the firm or less good performers than  
[3] everybody who wasn't, or were there other  
[4] people, younger people who remained untouched  
[5] but who weren't particularly sterling  
[6] performers? Do you understand what I'm asking?

[7] **A:** I understand exactly what you're  
[8] asking. The real estate partner in Los Angeles,  
[9] Bill Wagner, who had been number two in Chicago  
[10] and sent to Los Angeles start a real estate  
[11] department and was a lifer at the firm, was  
[12] terminated in this way.

[13] James Marovich in Chicago, the  
[14] oldest member of the real estate group, the dean  
[15] of the mortgage lending practice within the real  
[16] estate group, who went fishing every year with  
[17] members of the management committee and a  
[18] life-time partner was terminated.

[19] Elroy Wolff, the only real estate  
[20] lawyer in the Washington office, he also had a  
[21] practice with franchise law but was the one who  
[22] had dealt with real estate in the Washington  
[23] office, and when AT&T was broken up in 1984 and  
[24] we were splitting up the real estate among the  
[25]

*Richards*

[1] five Baby Bells and it was run out of Chicago,  
[2] he ran the job from Washington south on the east  
[3] coast, I ran it from Washington north.

[4] **Bob Barr** was the head of the state  
[5] tax practice, I believe, also unless he came  
[6] from a firm that merged from Sidley, a life-long  
[7] partner at Sidley. His is the first picture in  
[8] the American Lawyer article, and I think at one  
[9] point he had been the president of the lawyers  
[10] — national lawyers group who did state and  
[11] local taxation.  
[12]

[13] None of these people had any  
[14] competency questions. There was a real estate  
[15] partner in California who did all the work for  
[16] the Hearst family, and I think that was his  
[17] primary client. His first name was Phil, the  
[18] last name was something like Consiglia or  
[19] something. I only met him at annual meetings  
[20] and some he didn't come to.

[21] My understanding was that his hours  
[22] were low, that he may have been 1200 hours or  
[23] 1100 hours. And as we may get to — I thought  
[24] the expectation was probably 1700 to 1800. But  
[25] because of the special nature of his client and

*Richards*

[1] the prestige, it seemed to be tolerated up until  
[2] that point, but no one ever said he was a bad  
[3] lawyer.

[4] **So I know of many examples of**  
[5] life-time partners who were never challenged as  
[6] to competency who received this treatment,  
[7] partners such as Bill Wagner who were sent to  
[8] other offices to start offices in those offices,  
[9] life-time partners, who were terminated.

[10] **And so I reject the notion that**  
[11] without knowing whether these people had been  
[12] spoken to about their competency, but only about  
[13] your general reputation in firms, because I  
[14] wouldn't send a client of mine in New York to a  
[15] real estate partner in Los Angeles for work done  
[16] unless I knew they could handle the deals. And  
[17] I did that.

[18] **So I did not take this again as**  
[19] anything other than an attack on more elderly  
[20] senior partners whose practices were not what  
[21] they had been, perhaps. I used to be a  
[22] \$2 million partner, I had the largest department  
[23] in New York in the '80s. And Mr. Bernstein will  
[24] tell you, if asked to testify, that I was looked  
[25]

*Richards*

[1] at as the model as how to build a practice in a  
[2] branch office.

[3] **Q:** Maybe Sidley would say yes, you used  
[4] to be and all of the guys that we terminated or  
[5] downgraded used to be, but the fact of the  
[6] matter is they were over-the-hill, they weren't  
[7] producing, their work wasn't all that great,  
[8] they weren't bringing in that much in the way of  
[9] clients. And the people that we didn't force  
[10] out were all producing and highly regarded and  
[11] billing a lot more and making a much greater  
[12] contribution to the firm, and that's why we did  
[13] it.

[14] **A:** I don't believe that was true with  
[15] regard to me. There are a number of junior  
[16] partners in the real estate department in  
[17] New York who were billing at a lesser rate and,  
[18] therefore, did not bring in the income I did.  
[19] And candidly, I always thought the fact of being  
[20] in the heart for damn near two decades should  
[21] count for something; that it wasn't what you  
[22] killed for the fire that day or that week.

[23] **But I reject any notion that I**  
[24] turned away work that was assigned to me, I  
[25]

**Richards**

[1] reject any notion that I was below substantially  
[2] any firm average that was articulated. And,  
[3] indeed, in the letter I was asked to sign, the  
[4] suggestion is the 1750 to 1850 hours a year that  
[5] I was asked to be working as special counsel was  
[6] exactly what I've been working at as partner and  
[7] was not therefore a contentious number.

[8] **Q:** Did anybody ever come to you and  
[9] say, you know, David, we've all been talking to  
[10] firms about the future of the firm and you need  
[11] to straighten up and fly right in some respects  
[12] or your future may be cloudy, because your  
[13] performance leaves something to be desired. Did  
[14] anybody give you that sense before this  
[15] downgrade?

[16] **A:** No. And there is another story that  
[17] ought to come out as well. In 1989 to 1993 the  
[18] real estate market contracted severely. My  
[19] department, which was three partners and seven  
[20] associates shrank dramatically down to three. I  
[21] mistakenly thought it was my fault, rather than  
[22] the fault of the market.

[23] I became ill, I became clinically  
[24] depressed. And in the summer of 1973 I was  
[25]

**Richards**

[1] hospitalized for three weeks. And I got out of  
[2] the hospital on a Saturday and I went back to  
[3] work on Monday. And while I wasn't as busy as I  
[4] had been, I proceeded to write a book with two  
[5] other real estate partners which is being  
[6] published in six months by the ABA.

[7] Therefore, there were hours in 1993,  
[8] '94, '95 which were billed as professional  
[9] activity but were the same kind of client  
[10] building activities as I had engaged in in the  
[11] past. I was never criticized for that work and  
[12] certainly doing lawyer's work, although the real  
[13] estate business wasn't there, because it was in  
[14] the tank nationally.

[15] **Q:** What about in other areas of the  
[16] firm's practice, the other people who were  
[17] downgraded in your conversations with any of  
[18] them, did anybody ever say something to the  
[19] effect in thinking back at it, I shouldn't have  
[20] been taken by surprise by this because so and so  
[21] said something to me, you know, six months ago,  
[22] or I saw the handwriting on the wall? Did  
[23] anybody that you know of see the handwriting on  
[24] the wall?  
[25]

**Richards**

[1] **A:** No. You have to appreciate how  
[2] isolated we were. There was no list of what all  
[3] partners made.

[4] **Q:** You talked to people in Chicago that  
[5] got the axe, didn't you?

[6] **A:** Yes, and none of them, none of them  
[7] we were equally surprised.

[8] **Q:** Why did you contact the EEOC about  
[9] our investigation?

[10] **A:** I contacted you because, as you are  
[11] aware, your picture was in the article in the  
[12] New York Times regarding, I believe, it was the  
[13] denial of Sidley's motion to dismiss. Which  
[14] became a subject for its business page.

[15] That article contained a sentence  
[16] which aggravated me, a sentence that suggested  
[17] that the retirement age was a more flexible 60  
[18] to 65.

[19] **Q:** Let me just interrupt you here and  
[20] let me hand you a xerox copy of an article from  
[21] The New York Times.

[22] **MR. HENDRICKSON:** And I ask the  
[23] reporter to mark that one as Exhibit 1.

[24] **Q:** Is that the article you're referring  
[25]

**Richards**

[1] to?

[2] **A:** Yes.

[3] (Richards Exhibit 1, copy of an  
[4] article from The New York Times marked for  
[5] identification, as of this date.)

[6] (Richards Exhibit 2, letter from  
[7] David Alan Richards dated March 13, 2002  
[8] marked for identification, as of this  
[9] date.)

[10] **Q:** I asked the reporter to mark The  
[11] New York Times article referred to, which is  
[12] from The New York Times dated March 10, 2002,  
[13] headlined "When is a Partner Not Really a  
[14] Partner," as Richards Number 1. And what  
[15] purports to be a letter from you on McCarter &  
[16] English letterhead dated March 13, 2002, as  
[17] Richards Exhibit Number 2.

[18] Am I correct that Richards' Number 1  
[19] is the article to which you were referring?

[20] **A:** Yes.

[21] **Q:** Is Richards' 2 actually a letter  
[22] from you?

[23] **A:** It is.

[24] **Q:** I notice that it doesn't bear your  
[25]

**Richards**

[1] manual signature. Is there any reason why it  
[2] does not?  
[3]

[4] **A:** I forgot.

[5] **Q:** But did you dictate or sit down in  
[6] front of your word processor and write this  
[7] letter?

[8] **A:** I typed this personally.

[9] **Q:** It reflects your view at that time?

[10] **A:** Yes, it does.

[11] **Q:** There is no question as to its  
[12] authenticity?

[13] **A:** None at all.

[14] **Q:** If I can direct your attention to  
[15] the second literary paragraph of page 1, it  
[16] says: I do not disagree with the quotation in  
[17] The New York Times article of the partner who  
[18] said Sidley was a partnership in name only, as  
[19] far as voting on any single question goes  
[20] (including admission of partners or  
[21] de-equitization or expulsion of partners from  
[22] for any reason), but I vehemently disagree with  
[23] another part of the remarks attributed to that  
[24] individual.

[25] Do you see that sentence in your

**Richards**

[1] letter?

[2] **A:** I do.

[3] **Q:** I would like to match up that  
[4] sentence with the article and then elaborate on  
[5] that sentence and/or the rest of the  
[6] paragraph to text, if it's necessary.

[7] **A:** The article says in the third column  
[8] at the end of the first full paragraph: The  
[9] firm also told them — meaning the partners  
[10] discharged — it was changing its mandatory  
[11] retirement age from 65 to a more flexible range  
[12] of 60 to 65, he said.

[13] That is the quoted individual  
[14] unnamed.

[15] The context in the meeting of  
[16] September 1999 that was held with me, as it was  
[17] held with two other partners in the New York  
[18] office, was that what was happening was  
[19] happening in the larger world; that English law  
[20] firms retired people at 55 and had for years,  
[21] that investment banks retire people a lot  
[22] younger, and that this shift was happening  
[23] throughout the world of law firms.

[24] And that having just been told that

**Richards**

[1] as a special counsel my new designated role, I  
[2] would definitely be retired at the age of 60,  
[3] that is my contract would not be renewed beyond  
[4] that age, even if it was renewed for an 18-month  
[5] period prior to that, by the firm not by me  
[6] according to the terms, I should not feel bad  
[7] because everybody was going to have to retire at  
[8] 60, unless, laughter, you were Howard Trienens  
[9] who at that point was 67 or 68, and nobody would  
[10] make him retire.  
[11]

[12] The further hint was if you were  
[13] making a lot of money for the firm and you  
[14] wished to continue beyond 60, then maybe that  
[15] would be all right. But that most people would  
[16] be leaving at 60, because the new paradigm was  
[17] to lower the overall average age of the  
[18] partnership. And that again, what was happening  
[19] to me, was going to happen even to partners who  
[20] weren't de-equitized and who would probably be  
[21] required to leave at 60.

[22] I felt that this sentence softens  
[23] that presentation considerably and that it's  
[24] more of a bell curve, and a lot of people are  
[25] likely to last longer than that. So I felt that

**Richards**

[1] was a misrepresentation, at least of what was  
[2] said to me. And I would seriously doubt since I  
[3] believe the partners talking to me, Ms. Aronson  
[4] and Mr. Archer, were working from the script,  
[5] that it was as flexible a policy as the  
[6] quotation in the article suggests.

[7] **Q:** So your understanding from what your  
[8] experience at Sidley and what you were told was  
[9] basically, the mandatory retirement age had been  
[10] 65 and was going to be lowered to 60; is that a  
[11] correct statement?  
[12]

[13] **A:** That's absolutely correct. And let  
[14] me make a further comment. I was already a  
[15] famous person and a great lawyer, so changing my  
[16] title after I had gone through therapy for  
[17] clinical depression didn't really make a  
[18] difference to me, because I was more famous than  
[19] most of the people in Chicago who were doing  
[20] this to me. And I had the respect of my peers.

[21] What really troubled me was at age  
[22] 55 that I only had five years left to work  
[23] suddenly. And if I knew anything, I knew that  
[24] trying to sell myself as a 60-year old partner  
[25] with a five-year stub, even assuming other law



**Richards**

[1] firms were doing this, was going to be virtually  
[2] impossible.  
[3] And so I had to leave Sidley &  
[4] Austin, not because I was worried about the drop  
[5] in income which was real but de minimus, and  
[6] indeed I made more money the following year  
[7] because of the private counsel aspects than I  
[8] had the year before. It was before they were  
[9] cutting off five years of my working life. And  
[10] when I left Sidley, they had already re-upped me  
[11] six months into my first 18-month contract, they  
[12] had agreed to give me another 18 months, so I  
[13] was fine until I was 58.  
[14] But I wasn't going to wait around  
[15] while this kind of thing was going on, so I  
[16] sought a new job and another law firm where I  
[17] can work, work until 67 with a phase-down to 70,  
[18] because of the age reduction done without a vote  
[19] of the partnership by a 51-year-old managing  
[20] partner. Not so much because I was kicked out  
[21] of the pension plan, I was no longer a partner,  
[22] and I was somehow damaged and diminished goods.  
[23] It was the age aspect, cutting it off without a  
[24] vote of the partnership that was more offensive  
[25]

**Richards**

[1] to me than the change in title.  
[2] Q: Let's me ask you this, there came a  
[3] time when you became aware that your status as a  
[4] partner was going to be terminated, you were  
[5] going to be downgraded?  
[6] A: At the meeting on September 20th or  
[7] 21st — I remember the date because it was my  
[8] birthday — that was when I was told.  
[9] Q: I want to go to that meeting next.  
[10] I want to ask you first, did you have any  
[11] awareness from any source that this plan was in  
[12] the works? You may not have known you were  
[13] going to be a target, but did you know anything  
[14] about this plan before September 20th or 21st  
[15] before your birthday?  
[16] A: No. What I did know about, because  
[17] there had been a meeting of the partners at the  
[18] monthly New York partners meeting which Tom Cole  
[19] attended in June or July, and Cole had just  
[20] become the managing partner because Bob Maclean  
[21] the prior managing partner — who would have  
[22] been my law school classmate if I hadn't gone to  
[23] Cambridge — was worried about showing off  
[24] Sidley & Austin in the lead tables of  
[25]

**Richards**

[1] profits-for-partner because ours were 450 and  
[2] all the New York firms were a lot higher. At  
[3] that meeting attended by virtually all the  
[4] partners in the New York office, I said.  
[5] Q: Where was this meeting held?  
[6] A: At 875 Third Avenue.  
[7] Q: People from Chicago came to conduct  
[8] this meeting?  
[9] A: No, it was a regularly schedule  
[10] monthly meeting of New York partners run by  
[11] managing partner Jim Archer.  
[12] Q: Okay.  
[13] A: Mr. Cole came into town from Chicago  
[14] for —  
[15] Q: For that meeting?  
[16] A: — for that meeting. And I'm  
[17] attempting to say that I had any inkling that  
[18] something might be going on. It's a bit like  
[19] saying about Bin Ladin and then there is 9/11.  
[20] And what he said was, it's very  
[21] difficult, and it was true, for us to recruit  
[22] when law students can look at the American  
[23] Lawyer number and see that David Poke is at  
[24] a million two and Sidley Austin is 500,000. And  
[25]

**Richards**

[1] if they come to the New York office not  
[2] believing their chances of partnership are any  
[3] different and thinking they have to work at  
[4] least 90 percent as hard at Sidley, why should  
[5] they come to Sidley if they're going to make  
[6] twice as much at another law firm. So I knew  
[7] Cole was worried about this number, that this  
[8] had changed.  
[9] Q: What's the "this" that you're  
[10] talking about?  
[11] A: The reduction in the number of  
[12] partners which would bump the number in the  
[13] American Lawyer of profits-for-partners. And  
[14] what I said to him at that time, in front of all  
[15] the other partners was, since I joined the firm  
[16] in 1982 Sidley & Austin has the lowest partner  
[17] associate ratio of any firm in the top ten firms  
[18] in the United States. It is much closer to one  
[19] to one than it is the New York average of two or  
[20] even three to one.  
[21] And the reason the New York firms  
[22] make so much more than the Chicago firms do is  
[23] because they work their associates harder and  
[24] there are more of them so there's more profits  
[25]

*Richards*

[1] left at the end of the day. And so what you're  
[2] going to have to do to bump the number, Tom, is  
[3] change the partners-associates ratio.

[4] I never expected at that time that  
[5] he would change the partner ratio. So I knew he  
[6] was worried about the numbers. I had no idea,  
[7] no inkling nor I suspected that anyone that it  
[8] had happened to the way he would do a quick fix  
[9] was not to raise the number of associates, but  
[10] to reduce the number of partners.

[11] **Q:** What was his response? You said  
[12] this at an open meeting?

[13] **A:** Absolutely did.

[14] **Q:** What did he say when you said that?

[15] **A:** He absorbed the information, but he  
[16] indicated there our traditional mode of practice  
[17] was to have a lower number of associates,  
[18] because the Sidley tradition has been if you're  
[19] partner, if you're an associate after the fifth  
[20] year, you're likely going to make partner, and  
[21] we try to force people out at the fourth or  
[22] fifth year who are not going the make partner.

[23] And so it would have changed that  
[24] part of the culture dramatically and that there  
[25]

*Richards*

[1] was no — even if I was right — quick fix,  
[2] because it would take a long time to double the  
[3] number of associates and raise those numbers,  
[4] whereas if you reduce the number of partners and  
[5] you have exactly the same income, you  
[6] immediately change the profits-for-partners.  
[7] Which is what they did.

[8] **Q:** You change it, but if you have  
[9] approximately 350 partners and you de-equitize,  
[10] so to speak, 32 of them, even if your objective  
[11] is to increase the profits-per-partners, it  
[12] doesn't seem like it would get a very big bang  
[13] for your buck going from 350 partners say, if  
[14] that's the number, to 320 partners. That's a  
[15] preface to this question.

[16] Do you know what happened to profits  
[17] per partner at Sidley?

[18] **A:** Yes. The next year they were  
[19] announced to have gone up 650,000, 680,000.

[20] That was announced at the fall's meeting.

[21] **Q:** Do you think that was a consequence  
[22] of this plan or was that a subsequence?

[23] **A:** It was announced by Chuck Douglass  
[24] as a consequence of it.  
[25]

*Richards*

[1] **Q:** So do you think it was a consequence  
[2] of this plan?

[3] **A:** I think it had a substantial effect,  
[4] yes. If you have \$300,000 in profits divided  
[5] among three partners and one of them at exactly  
[6] the same salary becomes a non-partner, then the  
[7] profits-for-partners go up to \$150,000 from a  
[8] hundred. It's a matter of mathematics.

[9] **Q:** Let me pose this, if all we were  
[10] talking about, as I said to you earlier, about  
[11] 30 of the 32 people de-equitized were in a  
[12] protected age group, the age of the people,  
[13] getting rid of older partners doesn't  
[14] necessarily help.

[15] **A:** Absolutely correct. They could have  
[16] fired 30 partners who hadn't spent 20 years at  
[17] the firm, who didn't have the national  
[18] prominence and responsibilities I had. But they  
[19] didn't do that, they didn't fire the worker  
[20] bees. That would have been really bad for  
[21] morale if you fire people in the middle of the  
[22] firm. You kill the stragglers, so characterized  
[23] on the age, and the herd keeps moving forward.

[24] No one in that law firm spoke to me  
[25]

*Richards*

[1] about how bad they felt that this had happened  
[2] to me until I announced that I was leaving. And  
[3] I put that down to a miasma of fear.

[4] **Q:** Well, that's poetic, but I'm not  
[5] sure that I understand.

[6] **A:** Why should they express sympathy in  
[7] my position having been de-equitized when that  
[8] may be seen as a protest which could lead to  
[9] exactly the same result for them? Whereas,  
[10] after I left, people came up to me and said, let  
[11] me tell you how much dignity you handled this  
[12] with.

[13] **Q:** I got a digression. You said you  
[14] had a meeting. But to the extent that you had  
[15] any knowledge of what was about to happen to  
[16] you, it was only this sort of discussion or  
[17] profits-for-partners at that partnership meeting  
[18] in New York and you didn't read that as oh, oh,  
[19] I'm in danger now?

[20] **A:** Absolutely not.

[21] **Q:** Why did you think Cole was talking  
[22] about — what did you think, here's the leading  
[23] partner coming out from Chicago and that's a  
[24] question he choose to talk about?  
[25]

*Richards*

{1} **A:** Because Tom Cole had been the  
{2} youngest member of the management committee, was  
{3} a member of the management committee when I  
{4} joined the firm, and was at a time of the  
{5} management committee was five members only, was  
{6} the numbers guys. He was the one that every  
{7} April gave the presentation that what we  
{8} jokingly call report to the shareholders, the  
{9} voteless report to shareholders as to who our  
{10} ten biggest clients were, who our 20 biggest  
{11} clients were, how the numbers had changed.

{12} This was a man who understood better  
{13} than anybody on the executive committee that had  
{14} been delegated to explain it to everybody else  
{15} how the profits and losses and numbers worked.

{16} When Bob Maclean died of a  
{17} recurrence of cancer, having been managing  
{18} partner for ten years and before that the head  
{19} of the Washington office, Cole the younger  
{20} candidate of the two probable candidates was  
{21} elected because — by the other members of the  
{22} executive committee, I assume, other members of  
{23} the management committee, because Sidley has a  
{24} tradition of long serving partners.  
{25}

*Richards*

{1} You don't serve for five years,  
{2} you're not elected for five years, you don't  
{3} care to run again. All you can do in Coudert,  
{4} my prior firm, all which you do in McCarter &  
{5} English, my current firm, they want to put  
{6} members in place for the long run.

{7} So the political understanding was  
{8} Cole could work for another 15 years and that's  
{9} why they picked him, because he had a long run  
{10} ahead of him. But his particular expertise was  
{11} an understanding of the finances of the firm,  
{12} and his particular goal was to expand the firm.  
{13} And while the New York office had grown very  
{14} noisily and it had grown as large as other  
{15} out-of-town, Los Angeles and other Chicago law  
{16} firms that had come into New York, it was still  
{17} a second rank New York firm. And in order, as  
{18} we know, to merge firms, you have to get  
{19} partnership numbers which are roughly equal.  
{20}

{21} And so my belief is that he wished,  
{22} not only for the recruiting prospects that I  
{23} discussed in my prior answer, but in order to  
{24} make our numbers look better, that was  
{25} preparatory to effecting a merger with a

*Richards*

{1} New York firm. A New York firm that had higher  
{2} numbers than Sidley & Austin.  
{3} And I am advised that when the  
{4} merger was voted on, that it was said at the  
{5} meeting by someone that this merger was partly  
{6} possible because Sidley & Austin  
{7} profits-for-partners had improved to the point  
{8} where they were roughly equal to Brown & Wood,  
{9} and therefore the integration of the  
{10} compensation schedules, which in Sidley is  
{11} completely secret, could better be effected.

{12} **Q:** Let's me ask you this, I have heard  
{13} that this discussion about  
{14} profits-for-partners. What puzzles me about it  
{15} is why it is a core of such importance because  
{16} my understanding, the same firm, you can have a  
{17} partner who has taken \$3 million out of the firm  
{18} on a given year and the partner who's taken out  
{19} \$300,000.  
{20}

{21} So average profits-per-partners, it  
{22} seems to me, doesn't tell one very much except  
{23} that if you know the average profits per  
{24} partner, you can multiply out and figure what  
{25} the gross profits are, but it doesn't tell you

*Richards*

{1} anything about the distribution of profits.  
{2} **A:** You're absolutely right. You're  
{3} absolutely right. But you have to understand  
{4} two levels of information, two levels of  
{5} consumer. If you are thinking as a lateral  
{6} partner about joining another firm and you know  
{7} nothing about their finances, except what you  
{8} read in the American Lawyer, a firm that has a  
{9} million dollars profits-for-partners looks like  
{10} a better place to go than a firm that has  
{11} 500,000 profits-for-partners, no matter what  
{12} you're going to be offered in your individual  
{13} deal.  
{14}

{15} What had been an obsession when I  
{16} was in law school in the '70s with starting  
{17} salaries in New York, since Stephen Brill and  
{18} the American Lawyer started to publish numbers  
{19} which had otherwise been confidential, then  
{20} firms begin to have bragging rights about who is  
{21} most profitable. When lifetime employment with  
{22} law firms change and lateral partners begin  
{23} jumping around and you don't stay in the same  
{24} place, then a firm could attract lateral  
{25} partners with heavy practices by showing or

**Richards**

[1] **Richards**  
[2] arguing that they were more profitable.  
[3] Do I believe these numbers are as  
[4] manipulated as the yield results in the U.S.  
[5] News and World Report College Report? Sure I  
[6] do. But do I believe that the people who  
[7] manipulate them have a reason for that  
[8] manipulation and think they get value from it in  
[9] national ranking tables? Sure I do.  
[10] And so, while you are right that  
[11] until you're in a law firm, except for Sidley  
[12] where you don't know what other partners made,  
[13] including partners junior to me in my own  
[14] department because it was kept secret, at  
[15] Coudert Brothers I knew what every partner made  
[16] and I knew what every partner's hours were.  
[17] And so if I thought somebody my age  
[18] was working half my time, and in a cohort system  
[19] was getting paid exactly what I was getting  
[20] paid, I could go argue. But you couldn't do  
[21] that at Sidley.  
[22] But the numbers within the  
[23] profession have achieved prominence in the last  
[24] 20 years because of the more business nature of  
[25] practice moving from a profession to a business

**Richards**

[1] **Richards**  
[2] which is rewarded like investment bankers.  
[3] **Q:** Let me ask you about your birthday  
[4] meeting and ask you, to the extent that you can  
[5] sort of try to give to it me in a classical  
[6] evidentiary way, that is, who was present at the  
[7] meeting?  
[8] **A:** I was advised on the morning of  
[9] September 20 or 21st.  
[10] **Q:** Which is your birthday?  
[11] **A:** 21st is my birthday.  
[12] **Q:** Okay.  
[13] **A:** And that I was being asked to come  
[14] down to the office of the New York managing  
[15] partner, James Archer, for a meeting. I was  
[16] told that Virginia Aronson, who was the senior  
[17] real estate partner in the firm, the head of the  
[18] Chicago real estate department and had recently  
[19] become a member of the management committee, was  
[20] in the New York office. And I was not told what  
[21] the topic of the meeting was. I may or may not  
[22] have been aware that Virginia was going to be  
[23] there.  
[24] But I had no inkling of the topic,  
[25] and I naively thought as one of the more senior

**Richards**

[1] **Richards**  
[2] partners in the firm or member of the real  
[3] estate committee that I was going to be told  
[4] something that we were to do. I met Ms. Aronson  
[5] in the hall that morning, she gave me a kiss, as  
[6] she always does. I went to the meeting in the  
[7] afternoon, the three of us were in the room,  
[8] and —  
[9] **Q:** You, Aronson and —  
[10] **A:** Archer.  
[11] — and I was told that the firm was  
[12] changing the rank from partner to special  
[13] counsel of several partners through the firm. I  
[14] was given a letter which was to be a contract  
[15] which I was asked to sign by December 31st of  
[16] that year, that is within the next three  
[17] months.  
[18] I was told if I did not sign the  
[19] letter, I would no longer be part of the firm;  
[20] that if I did sign the letter, I would be given  
[21] a new title, I would have slightly different  
[22] responsibilities, that the contract, which I  
[23] could read after the meeting was for 18 months,  
[24] that it was renewable at the firm's discretion,  
[25] not mine; that I would be paid a salary, and I

**Richards**

[1] **Richards**  
[2] would be given a bonus, if performance warranted  
[3] it, a bonus. I had to go back and negotiate for  
[4] which was less than the first year of  
[5] associate's bonus, but I did it, a year later.  
[6] And that this was part of  
[7] refashioning the firm. It was part of, as I  
[8] expressed in an earlier answer, a trend that was  
[9] happening among law firms and professional firms  
[10] generally, that the retirement age was going to  
[11] be 60 except for a few very special people. And  
[12] therefore, if I stayed on until 60 as special  
[13] counsel on renewed 18-month contracts, I  
[14] wouldn't have been treated that much differently  
[15] than a partner.  
[16] **Q:** What was the trend, the lowering of  
[17] the retirement age?  
[18] **A:** Yes.  
[19] **Q:** Because that would have required  
[20] your downgrade at that time?  
[21] **A:** No, it wouldn't have.  
[22] **Q:** Why did they tell you or, if they  
[23] did tell you, what did they tell you by way of  
[24] saying here is why you've been selected for this  
[25] change in status?



*Richards*

[1] **A:** They weren't wonderfully clear about  
[2] why I was selected. They didn't tell me who  
[3] else had been so selected. It was presented as  
[4] a *fait accompli*. And it was only later when I  
[5] saw the brief that I saw the characterization of  
[6] unproductive partners.

[7] And when I saw the American Lawyer  
[8] article talking about deadwood, which was the  
[9] journalist's word, not the firm's word, but I  
[10] really wasn't clear why I had been so selected.  
[11] But it was clear that if I didn't sign this  
[12] letter, I was out of a job.

[13] **Q:** Did you ask any questions in that  
[14] meeting?

[15] **A:** No, I didn't. I was told that I  
[16] would have more time to write books.

[17] **Q:** How long did this meeting last?

[18] **A:** 45 minutes.

[19] **Q:** I'm having trouble figuring out what  
[20] took 45 minutes. This is Aronson doing most of  
[21] the talking?

[22] **A:** Aronson did most of the talking, and  
[23] Archer. They were explaining what was in the  
[24] letter. They were explaining it didn't happen  
[25]

*Richards*

[1] only to me.

[2] **Q:** At least as you recall that meeting,  
[3] you don't recall them stating any reasons,  
[4] David, you have been selected for this because,  
[5] bang, some reason that separated you from the  
[6] rest of the 300 or so partners at Sidley?  
[7]

[8] **A:** No. I was stunned, I was hurt, but  
[9] I was not told that it was because my hours were  
[10] low. I was not told it was because I failed in  
[11] my collections, I was not told it was because  
[12] the client was unhappy with me or several  
[13] clients were unhappy with me, or that there were  
[14] partners that were afraid to give me work. I  
[15] didn't ask any questions about any of those  
[16] things because none of them were true.

[17] So I was, quite frankly, furiously  
[18] thinking more ahead to how I can contain the  
[19] damage to my career and my reputation and my job  
[20] than I was about why it had happened. And of  
[21] course, I had no information regarding the age  
[22] or the names of the other people it was  
[23] happening to, other than there were some more in  
[24] New York.

[25] **Q:** Did they tell you this was happening

*Richards*

[1] to any significant number of people in New York  
[2] and Chicago, or did you, as you left that  
[3] meeting, did you think, gee, it's me and a  
[4] couple of other people here in New York?  
[5]

[6] **A:** I was aware that there were people  
[7] in other offices, it wasn't just a New York  
[8] thing; that the pain, as it were, was being  
[9] spread equally and that it would affect people  
[10] that I knew. But I don't have any present or  
[11] positive recollection of either reasons given to  
[12] me for why it was happening to me, other than  
[13] the discussions with regard to the reduction of  
[14] retirement age at the firm, which suggested a  
[15] youth emphasis, that it was being directed  
[16] against 30 other partners above the age of 50.

[17] **Q:** To the best of your recollection, as  
[18] you sit here today, there was no negative  
[19] criticism of your performance or contribution to  
[20] the firm at that meeting as an explanation for  
[21] why this was happening?

[22] **A:** No.

[23] **Q:** They said this is just sort of a  
[24] part of an overall trend of lower retirement  
[25] ages and —

*Richards*

[1] **A:** Examples of British law firms and  
[2] investment banks were specifically put forward.  
[3] In other words, if I read the newspapers, I  
[4] shouldn't be surprised that someone of my age  
[5] was being treated this way.  
[6]

[7] **Q:** Did you believe what they were  
[8] telling you then?

[9] **A:** I don't understand the question.

[10] **Q:** Did you say, oh, yes, that makes  
[11] sense, I believe that's a good reason, they're  
[12] probably right?

[13] **A:** I didn't see — I was aware of  
[14] anecdotal evidence of what they were telling  
[15] me. But since that wasn't what I signed on for  
[16] and I didn't think it had anything to do with  
[17] me, I wasn't sure why I was giving that  
[18] information as relevant to what was happening to  
[19] David Alan Richards.

[20] **Q:** How much were you told at that  
[21] meeting about who else was going to be  
[22] involved? Anything?

[23] **A:** Nothing.

[24] **Q:** But you were told with respect to  
[25] the geographic scope that it was not just

**Richards**

[1] New York?

[2] **A:** Yes, I believe that's the case.

[3] **Q:** You understood it was outside,

[4] including Chicago?

[5] **A:** Yes.

[6] **Q:** Where else?

[7] **A:** Los Angeles, Washington. The other

[8] offices overseas weren't significant enough to

[9] make that of concern.

[10] **Q:** Did they say anything with respect

[11] to who was consulted or talked to or had any

[12] input with respect to this decision?

[13] **A:** No.

[14] **Q:** I take it, it was presented to you

[15] as a decision, they weren't coming to you to

[16] discuss this with you, that you were being

[17] presented with a done deal?

[18] **A:** I entered the room, a letter was

[19] pushed across to me, turned so I could read it.

[20] The first sentence of which was, although you

[21] will be withdrawing as a partner in the firm

[22] effective December 31, 1999, that was not either

[23] welcome or expected news, and I was in a bit of

[24] a fog from the time I read that and was

**Richards**

[1] presented as a decision.

[2] **Q:** That was how this was communicated

[3] to you; they didn't tell you this first, they

[4] didn't speak to you partner to partner, they

[5] shoved a letter under your nose?

[6] **A:** It was pretty close to that.

[7] **Q:** Maybe I shouldn't use the word

[8] shoved a letter. Your knowledge of what was

[9] happening in the course of this meeting came

[10] from reading the letter first rather than from

[11] what they didn't say?

[12] **A:** I can't say, Mr. Hendrickson, and I

[13] don't think it makes a moral distinction, but I

[14] was attempting to absorb what they were saying

[15] and the letter was given to me virtually

[16] simultaneously.

[17] So I was reading that I was being

[18] thrown out of the firm by a day certain, and it

[19] was done in a letter addressed to me as Mr., not

[20] as Esq. And when I made them rewrite this

[21] letter, I made them put esquire in it.

[22] And it was presented in the past

[23] tense. You will be withdrawing. I was in

[24] shock. But I tried not to lose my composure.

**Richards**

[1] **Q:** But in any event, I take it then

[2] that this change in retirement age was sort of

[3] the heart of this discussion, law firms all over

[4] the world or country, everybody is lowering

[5] their retirement age?

[6] **A:** Yes, yes. And I accepted that

[7] remark as an attempt to soften the blow by an

[8] appealed logic, so much so that when the

[9] American Lawyer interviewed me and I asked

[10] permission of Chuck Douglass to be, the

[11] interview by the American Lawyer, because I

[12] didn't want to get fired, I said, we believe in

[13] free speech, do we? And he said, yes. And then

[14] I said, you ought to let me talk to them.

[15] And one of the things I said and one

[16] of the things my name is connected to in this

[17] article, I think I understand this with my head

[18] but not with my heart, and that was a reference

[19] to I understood what they were presenting as

[20] inexorable business logic as to why age should

[21] be reduced in a larger law firm in the United

[22] States in the 21st Century.

[23] **Q:** I want to be very careful here, I

[24] don't want to put words in your mouth. But if I

**Richards**

[1] had been in your chair and they were speaking to

[2] me the way you say, you just described it, I

[3] would say they're talking about this retirement

[4] age and how this lowering it is, and how that's

[5] part of the trend and that's the reason for what

[6] they were doing, then I would. And I would be

[7] thinking in their judgment, I'm too old and age

[8] is a very critical element in this decision, but

[9] what's happening.

[10] **A:** There's no question that that's what

[11] I believed and that's what I thought. And there

[12] is no question that you get clients from your

[13] age group from your cohorts. And if you're 50

[14] and all the bank lending officers have been

[15] fired because of the last real estate recession,

[16] you may not see so many people.

[17] And my career, it was true, I did

[18] not have the practice identification. And so

[19] what did I think I was being fired for? Because

[20] my practice had diminished and they thought I

[21] was too old to build it back up again.

[22] **Q:** What was your view about whether you

[23] were too old to build it back up again? What

[24] has been your experience since that time, either

**Richards**

[1] way?  
 [2] **A:** I've had a view which I will state  
 [3] and I've had experience.  
 [4] **Q:** What's —  
 [5] **A:** Real estate is a cyclical industry.  
 [6] When I came to Coudert in 1977, I was the only  
 [7] associate working for a partner who had not been  
 [8] a real estate partner. When I left five years  
 [9] later, there were two partners and seven  
 [10] associates. And most of the business was mine.  
 [11] I went to Sidley in 1982 with a  
 [12] paralegal. By 1990 there were three partners  
 [13] and seven associates, and it was the only  
 [14] department in New York that had been grown  
 [15] without bringing in laterals. And then there  
 [16] was another real estate recession.  
 [17] And so I had been hired to  
 [18] supplement the one partner that was left and the  
 [19] woman associates had left to have their babies  
 [20] and didn't come back to the practice of law.  
 [21] And I was rebuilding the department, a  
 [22] department that now because there's real estate  
 [23] business at Sidley & Austin before the merger  
 [24] had three partners, not counting me, and six  
 [25]

**Richards**

[1] associates.  
 [2] And I've come to McCarter & English  
 [3] as the only real estate lawyer in the New York  
 [4] office and I have a practice that was bigger  
 [5] than my last two years at Sidley. And  
 [6] therefore, I have rebuilt a practice if there is  
 [7] clients out there to do it, but there has to be  
 [8] clients.  
 [9] And real estate is cyclical in this  
 [10] country. But I had done it twice and I've just  
 [11] done it a third time. And so, did I think I  
 [12] could do it? Absolutely. And it happened, but  
 [13] it happened under a different department  
 [14] managing partner because they hired another  
 [15] partner to come in.  
 [16] **Q:** How old were you at the time of  
 [17] that? That was your birthday. What birthday  
 [18] was it?  
 [19] **A:** I was 55.  
 [20] **Q:** Look back again at your letter to  
 [21] me, the last paragraph. You said: I do believe  
 [22] that the discrimination complained of was  
 [23] largely age-based.  
 [24] What did you mean at the time you  
 [25]

**Richards**

[1] said that?  
 [2] **A:** I see I also misspelled the word  
 [3] approximately in the same paragraph.  
 [4] What I meant by that sentence was  
 [5] that there was no other legitimate reason for  
 [6] discharging me and that I discovered after the  
 [7] fact that those discharged were in one common  
 [8] age classification and, therefore, the only  
 [9] legitimate reason they had to fire me was  
 [10] because age had become a consideration.  
 [11] **Q:** Were there other people in the  
 [12] New York office in the real estate group who  
 [13] were demoted also?  
 [14] **A:** No.  
 [15] **Q:** Real estate group and in other  
 [16] office?  
 [17] **A:** You bet you, Red Rider.  
 [18] **Q:** How old were they?  
 [19] **A:** Bill Wagner in Los Angeles was  
 [20] probably 56 or 57. Elroy Wolff in Washington  
 [21] was 63. James Marovitz in Chicago was 63 or  
 [22] 64. Greg Furda in Chicago was 52 or 53. So  
 [23] those were the other real estate partners in  
 [24] three other cities, and everyone was over 50.  
 [25]

**Richards**

[1] **Q:** If you took everybody in the real  
 [2] estate group practice group, I think you just  
 [3] named five people, how many people? That's five  
 [4] out of how many in the real estate group?  
 [5] **A:** Partners?  
 [6] **Q:** Yes.  
 [7] **A:** 10, maybe 12.  
 [8] **Q:** Who were the partners who remained?  
 [9] **A:** Every one of them was under 51.  
 [10] **Q:** Would you say that the ones that  
 [11] remained were generally better performers than  
 [12] the ones who were let go?  
 [13] **A:** They may have had higher hours, but  
 [14] I wouldn't consider them better performers.  
 [15] **Q:** Do you think they all produced  
 [16] higher — forget about production — but did  
 [17] they collect higher billings than all the people  
 [18] let go?  
 [19] **A:** Not necessarily, no. Most of them,  
 [20] the other ones are service partners. So  
 [21] therefore under the Sidley system, they don't  
 [22] get credit for bringing in large numbers. And  
 [23] therefore, I would suspect that there were a  
 [24] number of partners in their 40s who on the  
 [25]

**Richards**

[1] [2] Sidley numbers were not bringing in  
[3] substantially more or in some cases as much.  
[4] But I have no way of knowing that because that  
[5] information was never shared.

[6] **Q:** We will get to that. Were you ever  
[7] the head of the real estate practice group?

[8] **A:** Not nationally, but I was in  
[9] New York.

[10] **Q:** Were there rankings in practice  
[11] groups like head number two, number three or  
[12] anything like that?

[13] **A:** No. There was regional; you were  
[14] the head of the office. And then all the heads  
[15] of the office, in effect, were subordinate to  
[16] the head of the national group. But therefore,  
[17] I considered myself number two only in real  
[18] estate to the guy in Chicago. And as I had the  
[19] largest real estate department outside of  
[20] Chicago, I considered myself to be number two in  
[21] the national firm.

[22] **Q:** We've talked about the element of  
[23] age as related to the implementation of this  
[24] plan. Did you ever see evidence of age bias at  
[25] Sidley as it related to this plan or its

**Richards**

[1] implementation?

[2] **A:** No, I can't say that I did.

[3] **Q:** Do you know who developed the plan?

[4] **A:** I haven't the foggiest.

[5] **Q:** You ultimately, I believe, signed  
[6] the letter. You sent me a copy after revisions  
[7] that provided for your downgrade.

[8] **A:** You're speaking of the letter of  
[9] employment?

[10] **Q:** Yes.

[11] **A:** That's correct. I negotiated it and  
[12] have delivered you a true and complete copy of  
[13] the changed versions, not all the changes did I  
[14] get, and of the final version.

[15] **Q:** In the New York office, am I  
[16] accurate to describe you as the head of the real  
[17] estate group in the New York office?

[18] **A:** Until about 1995, yes.

[19] **Q:** That would be from '82 to '95?

[20] **A:** Yes, sir.

[21] **Q:** What happened in '95?

[22] **A:** In 1995 the managing partner of the  
[23] New York office, a man named Frank Battle,  
[24] without consulting me hired a man named Alan  
[25]

**Richards**

[1] [2] Weil from another law firm and gave him my job  
[3] as the head of the department, something I was  
[4] unaware of until a year later when Mr. Weil took  
[5] me aside and said he'd been given my job.

[6] **Q:** Do you know why that happened?

[7] **A:** Apparently Mr. Battle didn't trust  
[8] me anymore, perhaps because of the depression  
[9] episode. But he made sure that I didn't get on  
[10] the international practice committee because he  
[11] was the head of that. He made sure I got moved  
[12] sideways within the New York office.

[13] And I felt from that point on when I  
[14] realized what he done, although I understood  
[15] later both Mr. Battle and Ms. Aronson swore that  
[16] they told me that I had been replaced, it didn't  
[17] happen, I realized I had been plateaued within  
[18] the office.

[19] This also had an effect necessarily  
[20] upon my hours because if I were the head of the  
[21] group and Chicago had something to be done, it  
[22] would go to the head of the department and then  
[23] it would be distributed.

[24] **Q:** Is Battle still there?

[25] **A:** No.

**Richards**

[1] **Q:** When did he leave?

[2] **A:** Mr. Battle was forced to leave the  
[3] firm the December after this happened.

[4] **Q:** After the '99 plan happened?

[5] **A:** Yes. He wasn't offered this deal.

[6] **Q:** Why? Your expression indicates  
[7] something about that I might be interested in  
[8] knowing?

[9] **A:** Mr. Battle had been the caddy for  
[10] Mr. Trienens when he was in college.  
[11] Mr. Trienens put him on an executive committee  
[12] to which you were not elected. Mr. Battle was  
[13] the first Chicago member of the executive  
[14] committee who actually agreed to sell his house  
[15] in Chicago and move to New York to manage the  
[16] New York office. That, he had done.

[17] Managing partners of the offices  
[18] Los Angeles, Washington, New York, the three big  
[19] ones, are all members of the executive  
[20] management committee rather in Chicago and the  
[21] executive committee. And they are delegated a  
[22] lot of authority. Such that I believe when one  
[23] of my associates was not made partner over my  
[24] recommendation, it was because Mr. Battle didn't  
[25]



*Richards*

[1] want her to become a partner.  
[2] Mr. Battle had been the close friend  
[3] and the executor of Mr. Maclean. And so when  
[4] Mr. Maclean died of cancer and Mr. Maclean had  
[5] already removed him as head of the New York  
[6] office, for I don't know what reason but he  
[7] remained as friend, nominally Mr. Battle was  
[8] then to be working in Chicago.  
[9] After Mr. Maclean died, my  
[10] understanding is that Mr. Cole said and I don't  
[11] only not want you in the executive committee, I  
[12] don't want you in the firm. And he retired him  
[13] at age 57.  
[14] Q: So with Trienens gone and Maclean  
[15] gone, Battle no longer had any political clout  
[16] in the higher circles in the firm and he was  
[17] out?  
[18] A: You connected the dots. I have no  
[19] love for Mr. Battle, but that shouldn't have  
[20] happened to him.  
[21] Q: So far as you know, at the time of  
[22] your downgrade, were you performing up to the  
[23] firm's expectations?  
[24] A: I believe so. There were no hour

*Richards*

[1] standards and I was meeting the hours that I had  
[2] worked for several prior years as a younger  
[3] partner, I had worked 1700, 1800 hours. But  
[4] because I was a senior executive of several bar  
[5] associations and wrote a number of articles, I  
[6] also worked 700 to 800 hours a year  
[7] nonbillable. And so I had years at Sidley that  
[8] were 24-, 2500 hours, but I had not been doing  
[9] that, but billable hours hadn't dropped. And  
[10] that's all the firm cared about.  
[11] Q: After the downgrade how many  
[12] partners were left in the real estate group in  
[13] New York office?  
[14] A: Three.  
[15] Q: Did they all bill more than you were  
[16] at the time that you are downgraded?  
[17] A: It's possible.  
[18] Q: Do you know one way or the other?  
[19] A: No, I never saw that information.  
[20] But I don't think that they billed more than I  
[21] did when they were my age. And that to me is  
[22] the standard. If you're a 40 year old partner,  
[23] you're suppose to be working harder than the  
[24] older guys. But I was not below what, I

*Richards*

[1] believe, the firm expected of me, or generally  
[2] of partners of my responsibility.  
[3] Q: Let me go back to the governance of  
[4] the firm a little bit. Do you have an  
[5] understanding of what percentages are and what  
[6] units are?  
[7] A: I had them, I was given them. My  
[8] units also called points changed from year to  
[9] year. My percentage never did, and it was not a  
[10] big enough percentage to earn me any money,  
[11] although I was advised that people that had both  
[12] units and percent when the profits were shared  
[13] out got certain profits per unit and certain  
[14] profits for percent.  
[15] At one-tenth of 1 percent I never  
[16] got anything on the percent, so I only cared  
[17] about the units. I don't know how percents were  
[18] awarded. Units were a matter of divine gift.  
[19] You were told what your units were each year.  
[20] Q: You were one of the partners holding  
[21] percentages?  
[22] A: I was. But I don't know who else  
[23] held the percentages.  
[24] Q: You had no role in the selection of

*Richards*

[1] members in the executive committee or the  
[2] management committee?  
[3] A: No.  
[4] Q: Do you know how partners were chosen  
[5] for those committees?  
[6] A: Which committee?  
[7] Q: Let's do the executive committee. I  
[8] take it the executive committee selected the  
[9] members of the management committee?  
[10] A: The management committee is the  
[11] smaller committee.  
[12] Q: Right.  
[13] A: It purportedly reports to the  
[14] executive committee, the larger committee. I  
[15] believe all the members of the executive  
[16] committee who were not members of the management  
[17] committee were named by the management  
[18] committee. And it was a commonly known joke  
[19] that when memos occasionally came from the  
[20] executive committee, they had been given that by  
[21] the management committee and told to vote on  
[22] it.  
[23] In other words, the executive  
[24] committee was perceived by me and, I believe,

**Richards**

[1] several other members of the firm as the  
[2] creature of the management committee, serving  
[3] solely at the pleasure of the management  
[4] committee. And that the management committee  
[5] constituting its members and telling it what to  
[6] do, whatever the paper words may have said, was  
[7] the sole source of power within the firm. And  
[8] that the management committee was controlled by  
[9] the people who owned percents, and that the  
[10] largest percents were owned by Howard Trienens  
[11] and Newton Minosw.

[12] **Q:** We already discussed the committees  
[13] you served on. You described the committees you  
[14] served on as performing advisory functions,  
[15] making recommendations to the executive  
[16] committee.

[17] **A:** That's correct. Two very important  
[18] committees on which I served were the associates  
[19] compensation committee and the real estate  
[20] committee. The chair of the compensation  
[21] committee during my years on that committee was  
[22] Wilbur Delb who, I believe, was in the second 25  
[23] to 32 of those de-equitized.

[24] The chair of the real estate

**Richards**

[1] committee retired before this happened, was the  
[2] senior partner of the real estate department,  
[3] Donald Galen. And I remember it clearly and  
[4] vividly that whenever we made a decision, the  
[5] chair would say to the committee, in each  
[6] instance, here we will take this back as a  
[7] recommendation for the management committee and  
[8] we'll see what they do.

[9] Thus, we all clearly understood that  
[10] we couldn't make them do anything in a way of  
[11] recommendation. We all clearly understood that  
[12] our committee reports were not going to be  
[13] circulated among the partnership for views yea  
[14] or nay. We all clearly understood that if they  
[15] said don't sign this lease or fire this  
[16] associate or don't give this bonus, even though  
[17] we had recommended the opposite, that there was  
[18] no recourse. We understood that.

[19] **Q:** Was your information and knowledge  
[20] the same with respect to other committees; did  
[21] they function the same way? Did they also  
[22] advise and made recommendation; did any of them  
[23] assume they didn't have any binding authority,  
[24] how could they have?

**Richards**

[1] **A:** On information and belief I assumed  
[2] that they worked that way because if your two  
[3] largest law firm expenditures are staff and real  
[4] estate, if two committees as important as that  
[5] don't have binding recommendatory authority,  
[6] then how would the computer committee or some  
[7] committee of a less important topic for the firm  
[8] have more power to bind? So that is my  
[9] assumption, that they did not.

[10] **Q:** Were your committee recommendations  
[11] reduced to writing, memos and things?

[12] **A:** Absolutely.

[13] **Q:** But those memos only went up to the  
[14] executive committee?

[15] **A:** Yes.

[16] **Q:** They didn't go to your fellow  
[17] partners?

[18] **A:** No.

[19] **Q:** Did you receive memos from partners  
[20] on other firms' committees?

[21] **A:** No.

[22] **Q:** I assume there are other firm  
[23] committees who would make recommendation, I  
[24] don't know what they might be, but would make

**Richards**

[1] recommendations with respect to matters that  
[2] would have an impact either on your working  
[3] conditions, or how much money you were making,  
[4] or how you developed your practice, something in  
[5] terms of your life in the firm would be impacted  
[6] by other committees?

[7] **A:** The committees of which I was most  
[8] aware and which fits your example is the  
[9] computer committee. The members of the New York  
[10] office on the computer committee and  
[11] occasionally in our monthly New York office  
[12] meeting, the computer committee member would  
[13] discuss what the computer committee was doing.  
[14] Just in terms of the ideas in the air and how  
[15] much it was going to perhaps cost, what systems  
[16] did we need, what systems did we like.

[17] But there was no follow-up to that.  
[18] He would go back to his committee, he would work  
[19] on that report, that report would go up, and the  
[20] computer would show up or not.

[21] **Q:** But you never saw that report?

[22] **A:** No. That's my point.

[23] **Q:** Did you ever see any reports from  
[24] any other committees?

**Richards**

[1] **A:** No. Indeed, I never saw any final  
[2] reports. As a member of the committee, the  
[3] chair of the committee did not then circulate  
[4] back drafts of those minutes before they were  
[5] submitted to the executive committee.  
[6] **Q:** Let me see if I got this straight.  
[7] You were on the compensation committee and the  
[8] compensation committee from time to time would  
[9] submit memorandum, or the chair of the  
[10] compensation committee would submit memorandum  
[11] to the executive committee?  
[12] **A:** Correct.  
[13] **Q:** It's your testimony that you didn't  
[14] get a copy of the memorandum submitted to the  
[15] executive committee?  
[16] **A:** Yes.  
[17] **Q:** And you were on the real estate  
[18] committee?  
[19] **A:** Yes.  
[20] **Q:** And the real estate committee chair  
[21] would also submit memorandum to the executive  
[22] committee?  
[23] **A:** Yes.  
[24] **Q:** You would not receive copies of

**Richards**

[1] those?  
[2] **A:** No.  
[3] **Q:** Do you know whether that was common  
[4] practice for other committees?  
[5] **A:** It wouldn't surprise me. I don't  
[6] know it.  
[7] **Q:** Did you have annual meetings of  
[8] partners?  
[9] **A:** Yes, sir.  
[10] **Q:** Tell me about those meetings.  
[11] **A:** It was called the All Partners  
[12] Meeting. It was, except for one year, held in  
[13] Chicago, without spouses. All the partners  
[14] would be flown in from all the offices. It  
[15] would start on a Friday night with cocktails and  
[16] a dinner, we would have a scripted, which is to  
[17] say, an agenda plan meeting on Saturday morning,  
[18] there would be presentations from various  
[19] members of the management committee on various  
[20] aspects of the firm's practice.  
[21] The highlight was the financial  
[22] report which was a power-point type projection,  
[23] conducted all my years at the firm at those  
[24] meetings by Tom Cole, who is now the managing

**Richards**

[1] partner of the firm, chair of the firm. There  
[2] were also special presentations depending on hot  
[3] practice areas that were opening up like  
[4] intellectual property, reports from the foreign  
[5] offices which we were opening up at that time,  
[6] reports from individual partners who had special  
[7] cases or special results to talk about. But my  
[8] belief is those were at the invitation of the  
[9] management committee.  
[10] The meeting would conclude on  
[11] Saturday with dinner and social events in the  
[12] evening. But before that, with a panel of  
[13] questions. It was known colloquially as Stump  
[14] The Stars. All the partners sat down in the  
[15] stadium seating, the members of the management  
[16] committee and only the members of the management  
[17] committee, not the executive committee, the five  
[18] or seven, however many there were, sat at the  
[19] top, and you were allowed to submit written  
[20] questions.  
[21] And that was widely understood as a  
[22] screening device because if there was a question  
[23] they didn't want to answer, they didn't read  
[24] it. And the only way you could hand your

**Richards**

[1] question in, you'd have to hand this and there  
[2] is no way to stand up and say, where is my  
[3] question. And those questions were dealt out  
[4] among those five or seven partners.  
[5] And the last question at the annual  
[6] meeting in 2000, therefore, the first All  
[7] Partners Meeting to occur after the events of  
[8] September 1999. And to understand this remark  
[9] you must know that the events of 1999 were  
[10] referred to as the Event Of October, because it  
[11] happened in Chicago in October not as it had in  
[12] New York in September.  
[13] And the last question that was  
[14] chosen to be answered in the screening system  
[15] was, will the events of October be repeated?  
[16] And Chuck Douglass, the chair of the executive  
[17] committee and number two to Mr. Cole in the  
[18] firm's management, responded, from time to  
[19] time. And that was how the meeting ended.  
[20] **Q:** You said the questions were  
[21] submitted in written form so they could be  
[22] selected. If somebody wanted to, they could  
[23] have stood up and asked a question, right?  
[24] **A:** No one ever did in the 18 years I

**Richards**

[1] was there.

[2] **Q:** Eighteen years of partnership's

[3] meetings and no one ever stood up and asked a

[4] question?

[5] **A:** Not at this part of the meeting, no.

[6] **Q:** At any part of the meeting, were

[7] there some other parts of the meeting where

[8] people stood up and asked questions?

[9] **A:** When we had smaller breakout groups,

[10] of the practice groups in that was more like

[11] meeting like a committee, discussing what the

[12] group was doing. I'm taking your question as

[13] when we were asked as all partners in the room,

[14] no.

[15] **Q:** What was your belief, what do you

[16] think would have happened if somebody would have

[17] stood up in one of those meetings and asked

[18] questions which the management committee would

[19] have perceived as hostile or expressing

[20] criticism of the management of the firm?

[21] For example, I was reading in this

[22] morning's paper, I forget the company, in an

[23] annual meeting where shareholders stand up and

[24] raise Cain about the management of what would

[25]

**Richards**

[1] have happened?

[2] **A:** You want me to speculate? But it

[3] certainly didn't look like the AOL Time Warner

[4] annual meeting.

[5] **Q:** That's what I was referring to.

[6] **A:** I know Mr. Levin wasn't introduced.

[7] While I don't think it's germane to the sin I

[8] think Sidley committed, I do believe, if you ask

[9] my opinion, that the atmosphere was one of

[10] slight intimidation. And that I do remember a

[11] meeting several years ago where Blair White, the

[12] number two in the firm, effectively bawled the

[13] partners out for suggesting that, as it

[14] apparently had been suggested, that there wasn't

[15] a good interchange in a consensus opinion and if

[16] anybody wanted to come to his office and talk to

[17] him about that, they could do it.

[18] **Q:** At their peril, I gather, is what

[19] you're implying?

[20] **A:** That is certainly what I inferred.

[21] **Q:** Was there any part of these annual

[22] meetings in which there was any sort of dialogue

[23] or discussion of — I'm not talking about sort

[24] of practice issues like Rule 10 (b)(5) — but

[25]

**Richards**

[1] where there was dialogue and discussion about a

[2] direction the firm was going, say in terms of

[3] law school recruiting, some firm operational or

[4] governance matter where people actually engaged

[5] in open debate about the direction the firm

[6] ought to go, and then the decision would be made

[7] at the meeting?

[8] **A:** There was no portion of the meeting

[9] where all partners could express their opinion

[10] on anything. In addition to the practice group

[11] meetings, where one discussed how to manage

[12] and/or enlarge business between various offices

[13] in the firm in one area, real estate, corporate,

[14] what have you, there were also committee

[15] meetings.

[16] And so I would go to plot the

[17] associates' compensation committee because that

[18] was separately scheduled, and was a three-day

[19] intensive meeting. But the real estate

[20] committee would meet and we would talk about

[21] whether we had anything to say about real estate

[22] topics that we wanted the chair of the committee

[23] to take up.

[24] But there was no way I could go to a

[25]

**Richards**

[1] meeting of another committee since I wasn't a

[2] member and since they were scheduled

[3] simultaneously so that, for example, I could

[4] force my way on the international commission and

[5] say why we should or wasn't.

[6] **Q:** Did distribution of profits, money

[7] issues to the partners?

[8] **A:** I was referring to the importance of

[9] the figure in the American Lawyer for —

[10] **Q:** Let me just ask, I assume that at

[11] Sidley, a topic which appears to have been

[12] of interest to you and I would guess to most

[13] partners, as how is the pie going to be sliced,

[14] who is going to get what kind of money?

[15] **A:** But you see, we were never asked

[16] about that and we didn't have any information

[17] about it.

[18] **Q:** That's why I want to ask you, that

[19] is not a subject that was discussed at the

[20] partnership committee?

[21] **A:** Absolutely not.

[22] **Q:** When I started in practice in a big

[23] firm in Chicago and I was a lowly associate at

[24] the year end, you would hear rumors about all

[25]



**Richards**

[1] the shouting and yelling at the previous nights'  
[2] or previous weeks' partnership meetings about  
[3] dividing up the money.

[4] And I take it that just didn't  
[5] happen at Sidley because the partners weren't  
[6] involved in that?

[7] **A:** That's correct. The way one —

[8] **Q:** It certainly didn't happen at the  
[9] annual meeting?

[10] **A:** No, it didn't. The only thing that  
[11] happened at the annual meeting with regard to  
[12] that was that unit projections were made as to  
[13] what the value of a unit would be. And  
[14] therefore if you knew you had 41 units, you  
[15] could multiply 41 times \$27,000 and figure out  
[16] maybe what you were going to do if we hit all  
[17] the bogies.

[18] That discussion was held in the  
[19] sense that we're on budget or we're off budget,  
[20] and we had to raise the associates' salaries  
[21] because of Silicone Valley or what have you.  
[22] That's sort of discussion was taking place. But  
[23] as far as an individual partner — what happened  
[24] was you knew what your units were the year

**Richards**

[1] before, you were told on or about January 15th  
[2] what the unit was finally thought to be worth.

[3] So you did your little calculation  
[4] and you knew what your big bump in February was  
[5] going to be which was 25, 30 percent of what you  
[6] would make for the year, and then you had an  
[7] annual meeting with a member of the management  
[8] committee. And the notion was that you should  
[9] be interviewed by a member of the management  
[10] committee who was not your local office chairman  
[11] because you didn't want to tell your mother what  
[12] you tell your aunt.

[13] And that would be a half-hour  
[14] session in which you would argue why you ought  
[15] to be paid more, if you were unhappy, but you  
[16] didn't want to complain too much because  
[17] important things were going on and you didn't  
[18] know enough to know what was actually fair for  
[19] you, but you needed to make your case.

[20] And so year after year for the last  
[21] four, five years after I was pushed aside as  
[22] chair of the department, my points didn't  
[23] change. Although my practice improved. And —

[24] **Q:** Your units didn't change?  
[25]

**Richards**

[1] **A:** My units didn't change, although the  
[2] amount I was bringing in improved, although that  
[3] may have been invisible to Sidley because I  
[4] wasn't the origination partner. And although I  
[5] prepared the bills, I didn't get credit for  
[6] those collections.

[7] And if you want to know how shocked  
[8] I was to be treated like this in September of  
[9] 1999, when I had my meeting in January of 1999,  
[10] since one of my clients produced souvenirs for  
[11] the Andrew Lloyd Weber shows and had done Oliver  
[12] Twist and sold a little soup bowl that said,  
[13] Please Serve Me, May I Have More, from that  
[14] story, I took the bowl to my meeting in  
[15] January as a joking way of suggesting that I've  
[16] been — had somebody's hand on my head for long  
[17] enough and now maybe they could actually pay me  
[18] more?

[19] So since that was my attitude about  
[20] my own performance on the basis of my own  
[21] numbers in January, they'd been told in  
[22] September that I was unprofitable or  
[23] unproductive was a parallel universe.

[24] **Q:** What information, financial or  
[25]

**Richards**

[1] financially-related information — by that I  
[2] mean including billing and collections regarding  
[3] individual partners — was made available to  
[4] you?

[5] **A:** None other than my own.

[6] **Q:** Did you know their billing rates?

[7] **A:** I could learn billing rates by  
[8] making a phone call or if they were actually  
[9] working on matters for which I was responsible  
[10] there was a printout. Yes, the billing rates  
[11] were certainly there.

[12] **Q:** Did you know how many hours they  
[13] billed per year?

[14] **A:** No.

[15] **Q:** Did you know how much of their  
[16] hours, their billings —

[17] **A:** Let me correct that statement. As  
[18] head of the real estate group in New York, I got  
[19] a monthly chart which showed the hours of the  
[20] people who worked in that group. That is not  
[21] the New York office, let alone the firm, but  
[22] just the four, five people with whom I worked  
[23] that I had. But that was given to me as the  
[24] administrator so I could be aware of who was  
[25]

Page 101

**Richards**

[1] working already or who was not working hard.  
[2] **Q:** Did you know how much of their  
[3] billings were being collected, actually paid by  
[4] clients?  
[5] **A:** No.  
[6] **Q:** Even in the real estate group?  
[7] **A:** Correct.  
[8] **Q:** I take it you saw nothing broken  
[9] down by individual partners outside of the real  
[10] estate group at all?  
[11] **A:** Correct.  
[12] **Q:** Did you ever ask to see such  
[13] information?  
[14] **A:** No.  
[15] **Q:** Why not?  
[16] **A:** A combination of lack of certainty  
[17] that I could get it and lack of a demonstrated  
[18] need when in the compensation system knowing  
[19] what I knew using that information to improve my  
[20] own position. I couldn't do it. So why have  
[21] the power.  
[22] **Q:** Did you have any expectation about  
[23] what the reaction would have been if you'd ask  
[24] somebody, if you asked Mr. Cole, you'd like to  
[25]

Page 102

**Richards**

[1] see a breakdown of the billings of the other  
[2] partners in the firm?  
[3] **A:** I didn't think it would be  
[4] permitted.  
[5] **Q:** Did you know how much money other  
[6] partners in the firm took out on an annual or  
[7] any other periodic basis?  
[8] **A:** No. The only time I even raised  
[9] that question was when Reagan's Secretary of the  
[10] Treasury, who had been the U.S. District  
[11] Attorney in Chicago and was later his Chief of  
[12] Staff, returned to become the president of  
[13] Commonwealth Edison.  
[14] There was an announcement in the  
[15] paper that he had taken \$938,716 out at Sidley.  
[16] And I thought that that might have been his  
[17] annual draw the prior year, which would have  
[18] been well over two and a half times more than  
[19] the year in question.  
[20] And I asked Bruce Bernstein, who was  
[21] then the head of the income office, the member  
[22] of the management committee resident in Chicago  
[23] and traveling to New York, and he said nobody  
[24] takes that kind of money out of here. That was  
[25]

Page 103

**Richards**

[1] his capital and accrual account.  
[2] So in the entire 18 years I was at  
[3] Sidley, I only saw one number for one partner  
[4] who had gone into government service which was  
[5] reported. And the answer I got was a indirect  
[6] answer, and I asked a member of the management  
[7] committee.  
[8] **Q:** Let me read you something from  
[9] Sidley's brief filed with the U.S. Court of  
[10] Appeals for the Seventh Circuit. Page 4, it  
[11] says: As owner, Sidley partners have access to  
[12] the firm's financial information. They have the  
[13] right to inspect the firm's books and records.  
[14] Sidley partners have received or have reviewed  
[15] with them details of the firm's financial  
[16] performance including: One, revenue, including  
[17] bills issued, fees received, time recorded, time  
[18] written off, accounts receivable, and age of  
[19] accounts receivable and unbilled time; two,  
[20] expense data, including compensation, overhead  
[21] and nonoperating expenses; three, productivity  
[22] data, including head counts, full-time  
[23] equivalent hours, chargeable hours, and  
[24] partners'/associates' ratios; and four, balance  
[25]

Page 104

**Richards**

[1] sheets containing data regarding assets,  
[2] liabilities and capital accounts.  
[3] That paragraph, what is that talking  
[4] about compared to, contrasted to what you're  
[5] talking about?  
[6] **A:** It's talking about gross numbers,  
[7] the entire income from the firm. The B, the  
[8] number of people that produced that income, is  
[9] Y. The number of them that are partners is Z,  
[10] the number of them that is associates is X. We  
[11] pay this much in, represents we wrote this much  
[12] off, they are gross numbers.  
[13] Yes, we are given those once a  
[14] year. That does not help me understand what a  
[15] senior partner makes or what a junior partner  
[16] makes or how many of those 700,000 billable  
[17] hours were done by the guy in that room or the  
[18] guy in that room.  
[19] **Q:** So if you're not on at least the  
[20] executive committee, the only kind of financial  
[21] data you get is really for the firm as a whole?  
[22] **A:** That's correct. I have no idea  
[23] whether any office is profitable or whether any  
[24] partner is profitable by any measurement.  
[25]

**Richards**

[1] **Q:** So it's impossible for any partner  
 [2] anywhere in any office of the firm to make any  
 [3] — who's not on at least executive committee,  
 [4] if not the managing committee, to make any  
 [5] objective assessment whatsoever of the economic  
 [6] contribution of any other partner?  
 [7] **A:** I never tried and I know of no one  
 [8] who tried. And I believe we didn't try because  
 [9] we didn't think it was possible.  
 [10] **Q:** Let me ask you a question which has  
 [11] struck me in this paragraph, for example, to say  
 [12] what the paragraph says, without saying, but by  
 [13] the way, no partner is given any individual  
 [14] data.  
 [15] I think elsewhere in the same brief  
 [16] it says, for example, partners are elected or  
 [17] expelled by partners holding the majority of  
 [18] percentages without ever saying but only the  
 [19] partners on the executive committee at least  
 [20] vote.  
 [21] This is somewhat unusual in terms of  
 [22] briefs I've filed with courts, in terms of what  
 [23] I'm used to seeing. In terms of not making full  
 [24] disclosure of what seems to me in securities

**Richards**

[1] language would be required, those are material  
 [2] omissions which would be necessary not to make  
 [3] so the statements would not be —  
 [4] **A:** Misleading.  
 [5] **Q:** — misleading or misrepresentative.  
 [6] Is that typical of the Sidley style,  
 [7] or is this — let me ask that question.  
 [8] **A:** Maybe it's typical of the Paul  
 [9] Hastings Janofski counsel to Sidley & Austin and  
 [10] therefore authors of that brief. With regard —  
 [11] **Q:** Do you agree with my assessment  
 [12] about what's disclosed and what's not disclosed?  
 [13] **A:** Yes. To say as that does that the  
 [14] partners that have percent could do X in this  
 [15] case, discharge a partner, is not to say how  
 [16] concentrated the percents are. It's not to say  
 [17] who knows how concentrated the percents are.  
 [18] And after I read the brief,  
 [19] Mr. Hendrickson, I came back to you and said how  
 [20] many partners hold the majority of the percents  
 [21] that are necessary? 5? 10? And if 5 or 10 can  
 [22] do it, you can argue you have a partnership of  
 [23] 240.  
 [24] And where I am partner for 18 years

**Richards**

[1] and have one-tenth of 1 percent, how many other  
 [2] partners do I have to find to tell the guys that  
 [3] have two percent that they shouldn't be doing  
 [4] something if I object to it? So I find the  
 [5] brief disingenuous.  
 [6] **Q:** Let me read you another statement  
 [7] from the brief. It says: Every Sidley partner  
 [8] has easy access to executive committee members  
 [9] and can communicate his or her views on issues.  
 [10] In the footnote to that it says:  
 [11] Sidley's management philosophy is  
 [12] consensus-based decision making, and individual  
 [13] partners are encouraged to come forward with  
 [14] initiatives and ideas. Sidley generally does  
 [15] not make its decision based on a vote of the  
 [16] partners. Instead, advice and factual input  
 [17] from individual partners is sought as a matter  
 [18] of routine.  
 [19] Can you comment on that passage?  
 [20] **A:** May I see it?  
 [21] **Q:** Yes.  
 [22] **A:** It's quite dense and I would have  
 [23] more than one comment.  
 [24] **Q:** Page 8 of the brief is the sentence

**Richards**

[1] I read, and the footnote is on the same page as  
 [2] footnote 6. I bracketed both of those.  
 [3] **A:** Thank you, Mr. Hendrickson.  
 [4] **Q:** Does every Sidley partner have easy  
 [5] access to executive committee members?  
 [6] **A:** I would say that every partner in an  
 [7] office has access to the managing partner of  
 [8] that office because they're in the same city.  
 [9] But that managing partner has very — great  
 [10] control over the decisions within that office.  
 [11] And therefore to suggest that you can complain  
 [12] easily to someone in the same office who may be  
 [13] the source of the problem is not  
 [14] straightforward.  
 [15] Secondly, it suggests that it is  
 [16] both easy and prudent to go around that managing  
 [17] partner to another member of the executive  
 [18] committee and complain about something.  
 [19] **Q:** When you refer to managing partner,  
 [20] you're referring to manager?  
 [21] **A:** Managing partner of the office.  
 [22] **Q:** Okay.  
 [23] **A:** Of the office. In other words, if I  
 [24] were unhappy with something that was going on in

**Richards**

[1] New York as, for example, the fact that we were

[2] not looking for office space in a market that

[3] was rising and that I wished to use other

[4] brokers and New York, Managing Partner Frank

[5] Battle would not let me use other brokers

[6] because he got bawled out by a broker who was

[7] giving him business and who worked for one of

[8] his clients. And I complained about that to the

[9] chair of the real estate committee for the firm

[10] back in Chicago. But he's not a member of the

[11] management committee, and he's not going to go

[12] to the management committee and tell them to

[13] tell Battle to let me do what I think I needed

[14] to do as a committee member. And I think it's a

[15] hopeless task.

[16] So the whole notion of consensus

[17] suggests that problems are raised between equals

[18] and discussed between equals and determined

[19] between equals with equal votes. Consensus did

[20] not apply to Sidley & Austin below — not the

[21] executive committee, below the management

[22] committee level. And so I think this is not a

[23] fair description.

[24] Furthermore, to say that Sidley

[25]

**Richards**

[1] generally does not make its decision based on

[2] the vote of the partners suggests that there is

[3] something on which it has made a decision on the

[4] vote of partners that is absolutely not true,

[5] has never been true in the years I was partner

[6] at the firm.

[7] And then to go on and soften that

[8] by, saying, specific advice and factual input

[9] from individual partners, as though as a matter

[10] of routine is moral to say, that there is

[11] information flowing up, it says nothing about a

[12] decision-making process. You may ask my

[13] opinion, I may give you my opinion, that is not

[14] consensus. And if it doesn't come out my way,

[15] it is certainly not consensus.

[16] But in the Sidley system there is no

[17] way other than to put that opinion forward and

[18] hope for the best that you'll ever get what you

[19] want.

[20] Q: My understanding of the

[21] methodologies of consensus decision making is

[22] that the people who have the authority or the

[23] power to make the decision, rather than say

[24] voting, would discuss it and would try to reach

[25]

**Richards**

[1] an agreement and say, I can live with that and

[2] that would be the decision.

[3] But that group would have the

[4] power. My understanding is the people involved

[5] in the consensus are the people who have the

[6] power to make the decision.

[7] But as I understand what you've

[8] described about Sidley, it doesn't fit there,

[9] and nobody outside the consensus, so to speak,

[10] of people outside the executive committee,

[11] they're never asked to reach consensus in the

[12] first place; they are not decision makers?

[13] A: You may well — using the associate

[14] compensation committee as an example of

[15] consensus of members of the committee passed up,

[16] such that members of the New York office

[17] discussing their own associates would have a

[18] consensus that associate A should be rewarded

[19] and associate B should receive a B plus, and

[20] associate C should be kept at the same place.

[21] And that consensus of the New York

[22] office is then taken to the committee meeting of

[23] the entire associates compensation committee.

[24] And in a reasonably fair committee process, with

[25]

**Richards**

[1] some horse trading between offices and

[2] recognizing particularly in salaries that you

[3] make more in New York than you do in Los Angeles

[4] and that kind of thing, we would come up with a

[5] consensus sometimes with the centers.

[6] But you lose some, you win some over

[7] a three-day meeting, and that would be a

[8] report. And that would be probably fairly

[9] characterized as the consensus of the associates

[10] compensation committee. But it did not bind the

[11] management committee if they decided there would

[12] be no raises whatsoever, notwithstanding the

[13] consensus of the partners below the management

[14] committee.

[15] In that sense there was consensus

[16] from time to time on issues, but they became

[17] portions of recommendations which could be

[18] rejected in whole or part without consequence by

[19] the decision makers.

[20] Q: Do you know whether the executive

[21] committee or the management committee sought any

[22] advice or input from outside the committee with

[23] respect to the plan to downgrade the 32?

[24] A: I have no idea.

[25]



Page 113

**Richards**

[1] **Q:** You don't know of any partners from  
[2] whom such advice was sought?  
[3] **A:** I do not. I do have a comment which  
[4] may be relevant. Chicago has traditionally  
[5] been, among law firms, a town of two-tier  
[6] partnerships. Jenner & Block, Mayer Brown, and  
[7] others of that ilk. So while Sidley considers  
[8] itself a "real partnership" with partners at  
[9] various levels of compensation, but the only  
[10] variation being younger partners who were on a  
[11] part guaranteed, that is, their compensation was  
[12] partly guaranteed.  
[13] And eventually when they got enough  
[14] clients, they got off of guaranteed and shared  
[15] on a certain basis of units with the rest of  
[16] us. The other law firms were perceived as not  
[17] doing that. They had so-called contract  
[18] partners, and they had "real partners".  
[19] And so when they did their  
[20] profits-for-partners, they did only the real  
[21] partners, not the contract partners. And so  
[22] Sidley, although it had long been the largest  
[23] law firm in Chicago, was continually having its  
[24] clock cleaned in terms of comparative income.  
[25]

Page 114

**Richards**

[1] They didn't have bragging rights. Kirkland &  
[2] Ellis would have it or somebody else would have  
[3] it.  
[4] And so when this happened in  
[5] September of '99, I always thought, although it  
[6] was not a matter of discussion at my meeting,  
[7] that Sidley thought, damn it, I'm going to count  
[8] apples and oranges the way everybody else does  
[9] in this town and they're changing by  
[10] de-equitizing several of these partners, I'm  
[11] going to get to the same place. Instead of  
[12] calling contract partners by some other name,  
[13] we're going to call them special counsel, and  
[14] it's going to have an effect on our  
[15] profits-for-partners.  
[16] So when you ask whether they took  
[17] advice about whether to do this, I can't say.  
[18] But did they have an examination before them of  
[19] many other major law firms who had done this in  
[20] a different way by not making these partners  
[21] full partners in the Sidley sense of income  
[22] share in the first place? You bet you, Red  
[23] Rider, it was all around them.  
[24] And so their problem was how to do  
[25]

Page 115

**Richards**

[1] it in a moment and put a spin on it where all  
[2] their rivals had done it for years. And when  
[3] you became a partner there, you were either told  
[4] you were a partner because you had a large  
[5] client base, you worked your way up to an equity  
[6] partner, this was part of their system from the  
[7] get-go. Sidley had to do it backwards and  
[8] explain it, but had the same effect; it improved  
[9] their profits-for-partners up.  
[10] **Q:** Were there annual meetings of the  
[11] executive and management committees separate  
[12] from the partnership meetings?  
[13] **A:** Taking out the word annual, the  
[14] answer is right, the management committee. I  
[15] don't know about the executive committee, but  
[16] the management committee met at least weekly;  
[17] and monthly they would meet in an office that  
[18] was not Chicago. So everybody would go to  
[19] London for three days once a month or they'd go  
[20] to New York.  
[21] And if the office was small enough,  
[22] then in the early days of the New York office,  
[23] every New York partner was invited to have  
[24] dinner with the management committee in the  
[25]

Page 116

**Richards**

[1] Quilted Giraffe in the AT&T Building, but that  
[2] was our biggest client; that was a social  
[3] occasion.  
[4] I believe the executive committee  
[5] may meet at least monthly. I once saw a  
[6] videotape or a phone conference of some part of  
[7] the meeting being conducted by Howard Trienens,  
[8] but the only meetings that were held in the firm  
[9] of all the partners was the one-time annual  
[10] partners meeting.  
[11] The practice group sometimes had  
[12] telephone conferences, but that was just for the  
[13] practice group. And one was aware of this  
[14] caravan of managing partners who every two or  
[15] three months would land in New York, because it  
[16] was New York City's turn.  
[17] And I believe they had meetings at  
[18] 11 o'clock every Monday by telephone for  
[19] partners, management committee partners, who  
[20] couldn't be there. You could not meet with the  
[21] managing partner in New York office on Monday  
[22] because he was on the telephone or two-hour  
[23] conference call.  
[24] **Q:** You've suggested that the management  
[25]

**Richards**

[1] [2] committee, rather than sort of being a  
[3] subcommittee of the all-powerful executive  
[4] committee, was actually the management committee  
[5] that ran the show.

[6] **A:** That was certainly perceived wisdom.

[7] **Q:** Is that your perceived wisdom or do  
[8] you think that was the common perceived wisdom  
[9] of other partners?

[10] **A:** I believe it was that of other  
[11] partners, because that's who I learned that  
[12] from. Remember, I was in New York. I was never  
[13] at the center of the firm who is having  
[14] meetings. And indeed, I believe that Chicago  
[15] had all Chicago partners meetings a couple of  
[16] times a year. And in New York City, maybe  
[17] Los Angeles, we had monthly meetings of the  
[18] New York partners to receive the income figure,  
[19] hours, that sort of thing.

[20] That's gross figures that we  
[21] discussed before. And discussed other matters.  
[22] We once had a report on how expensive it was to  
[23] pay the import tax on cars in Singapore to buy a  
[24] car for our office there, but that was by way of  
[25] anecdotal evidence.

**Richards**

[1] **Q:** Is it your view that the management  
[2] committee largely picked the successors of  
[3] people on the management and executive  
[4] committees rather than the executive committee  
[5] doing that?

[6] **A:** Absolutely it's my view.

[7] **Q:** So to the extent executive committee  
[8] partners holding the majority of the percentages  
[9] voted on that at all, it was basically a rubber  
[10] stamp of a selection by the management?

[11] **A:** Yes. I believe all the members of  
[12] the management committee were members of the  
[13] executive committee. That allowed for the  
[14] fiction that the executive committee controlled  
[15] the management committee.

[16] But the way I believe it works was  
[17] that the five or seven management committee  
[18] members decided who was going on and off the  
[19] executive committee, and then in their executive  
[20] committee capacity with the other hat on added  
[21] those members. Nobody thought the executive  
[22] committee told the management committee what to  
[23] do.  
[24]

[25] **Q:** Do you think given the number of

**Richards**

[1] [2] people in the management committee and the  
[3] distribution of percentages, is it possible that  
[4] the management committee alone could have held  
[5] 51 percent of the percentages?

[6] **A:** It's possible.

[7] **Q:** Well, I know everything is  
[8] possible.

[9] **A:** Look, I was a partner of 20 years'  
[10] standing, and I was making somewhere near what  
[11] the profits-for-partners number was, so I  
[12] thought I was in the know, lower than the third  
[13] quartile and I had one-tenth of 1 percent.

[14] **Q:** Let me just give you —

[15] **A:** I had thought that when I saw that  
[16] partners holding a majority of the percentages  
[17] elects — have these elections and I thought,  
[18] okay, well, that's the name of that tune. I had  
[19] no idea, oh, partners hold a majority of the  
[20] percentages, that much exists within the  
[21] executive committee and they don't even consult  
[22] the partners having percentages not on the  
[23] executive committee.

[24] **Q:** So it was up a level because you  
[25] knew that there were partners not on the

**Richards**

[1] [2] executive committee like others that had  
[3] percentages?

[4] **A:** Right.

[5] **Q:** Now, I'm wondering if maybe it's not  
[6] only up one level of the executive committee, it  
[7] goes all the way up the management committee  
[8] that the management committee itself has a  
[9] majority of the percentages, and so the control  
[10] is even within that group of people?

[11] **A:** I would be very surprised if it were  
[12] not true. Sidley & Austin in its modern firm  
[13] before the merger with Brown & Wood was a  
[14] product of the merger of Sidley & Austin and  
[15] another Chicago law firm of which, Newton  
[16] Minosw, John Kennedy's commissioner.

[17] **Q:** Leibman Williams?

[18] **A:** Leibman Williams, right. And I knew  
[19] Leibman as well, but I was told that the power  
[20] of the percent in the firm was held by Minosw  
[21] and Trienens. So did I think Trienens and  
[22] Minosw held 51 percent? I don't know that I  
[23] thought that. But did I think they could hold,  
[24] you know, 40 percent and stop anybody else from  
[25] doing anything? That seemed to be entirely

*Richards*

[1] possible.  
[2] But I had no way of knowing and I  
[3] didn't have the nerve to ask. And Mr. Minosw  
[4] was also a frequent of the management committee  
[5] very soon after I came to the firm, but remained  
[6] so he could do various government mission type  
[7] things. But he remained and I always assumed he  
[8] did vote his percent however Howard suggested he  
[9] should.

[10] **Q:** In 1999 the partners annual meeting,  
[11] was that before?

[12] **A:** In '99, yes. Always held it in  
[13] April.

[14] **Q:** So in the event of '99 in October,  
[15] was there anything telegraphed at the  
[16] April annual meeting in 1999 about what was to  
[17] come?

[18] **A:** That's an amusing story. You have  
[19] to remember, in April of '99 the managing  
[20] partner was Bob Maclean, now struck by a  
[21] reoccurrence of his cancer and it had been Bob  
[22] Maclean's idea the year prior in '98 that for  
[23] the first time we should have a partners meeting  
[24] out of Chicago with all the spouses. And so we

*Richards*

[1] took ourselves off to Scottsdale for three  
[2] days. And then Bob Maclean died of cancer.  
[3] And then Tom Cole became chair,  
[4] taking his job, and the word got out that  
[5] actually Scottsdale was a big mistake, we spent  
[6] a big bunch of money and it was a waste of  
[7] time. And other McClain-type ideas of having  
[8] sabbatical like other firms had and things like  
[9] that were indefinitely shelved.

[10] **Q:** So I take it your assessment is that  
[11] the October 1999 plan was hatched after the '99  
[12] annual meeting?

[13] **A:** My belief, this never would have  
[14] happened if Bob Maclean was alive. Never would  
[15] have happened.

[16] **Q:** In any event, it was not in the  
[17] works, you think, before Cole's ascension?

[18] **A:** It was — not to narrow the answer,  
[19] Mr. Hendrickson — it was not forecast in any  
[20] way. The feeling at the firm was we had so much  
[21] money and we're so happy and so profitable that  
[22] we can go enjoy ourselves for once.

[23] And a year later we're beleaguered  
[24] and we have to get rid of the deadwood. And

*Richards*

[1] that's a difference in, I think, the chair, of  
[2] the firm's vision of the firm. And we have  
[3] traditionally had strong chairs and we allow  
[4] them much power.

[5] **Q:** What was your perception during your  
[6] tenure as partner in terms of your equality with  
[7] other partners; did you think that you were one  
[8] among equals, that partners were generally equal  
[9] among the firm?

[10] **A:** I thought that my ability to express  
[11] my opinion was equal. I thought not being in  
[12] Chicago made it more difficult to get that  
[13] general opinion expressed, and since I was not  
[14] so visible, things on which they would have  
[15] consulted me like international practice were  
[16] never raised.

[17] Such that, for example, when we were  
[18] trying to invent a Japanese practice, we hired  
[19] two former partners who had been in other firms  
[20] but had been my partners at Coudert, two  
[21] Japanese-speaking partners with whom I had  
[22] personally been partners for five years.

[23] They were brought into the firm and  
[24] I was told they were brought in. I would have

*Richards*

[1] thought I would have been asked whether they  
[2] were good partners, what did I think of them,  
[3] what was their reputation at Coudert.

[4] **Q:** Whose decision was that?

[5] **A:** That was the management committee's  
[6] decision and most particularly Mr. Battle, the  
[7] head of the New York office and the chair of the  
[8] international practice committee.

[9] **Q:** Let's put the management and  
[10] executive committee over to one —

[11] **A:** Finally it had to be by the  
[12] management committee in Chicago, no question.

[13] **Q:** You put those two committees on the  
[14] side. Did you consider yourself part of a group  
[15] of colleagues all of whom were equal?

[16] **A:** Yes.

[17] **Q:** Now bring the management and  
[18] executive committee back?

[19] **A:** We were all equal below that level,  
[20] clearly.

[21] **Q:** So some are more equal than others?

[22] **A:** In the words of Mr. Orwell, yes.

[23] But we understood that.

[24] **Q:** I want to read you a list of subject

**Richards**

[1] matters which I'm thinking that Sidley might  
[2] have had to deal with from time to time as a  
[3] firm.

[4] Let me try to get through a bunch of  
[5] them. Unless you tell me on the record that you  
[6] voted on any one of them at some time, I'm going  
[7] to assume this we'll have it reflected on the  
[8] record, that you never voted on them at any time  
[9] in your career.

[10] **A:** As a partner in an All Partners  
[11] Meeting where votes were tallied?

[12] **Q:** Or at any other way.

[13] **A:** All right.

[14] **Q:** By unanimous consent or any kind of  
[15] vote.

[16] **A:** All right.

[17] **Q:** I also want you to tell me whether  
[18] you believed that in your knowledge or your  
[19] judgment you exercised any significant influence  
[20] or control over any firm's decision with respect  
[21] to that subject matter, okay.

[22] Even if your preference wasn't  
[23] followed, I'm going to say that probably with  
[24] respect to you, will tell me if you think you  
[25]

**Richards**

[1] did exercise some influence or control, I want  
[2] you to tell me how you think you exercised  
[3] that. Okay?

[4] **A:** Yes.

[5] **Q:** The admission or expulsion of an  
[6] individual to or from the status of partner in  
[7] the partnership, ever vote or exercise control  
[8] with respect to that?

[9] **A:** Never voted, never exercised  
[10] control. Did from time to time interview  
[11] individuals and did recommend associates to  
[12] become partners within the New York office.

[13] **Q:** But never had a vote on that?

[14] **A:** No.

[15] **Q:** Or any control over it?

[16] **A:** No. Indeed, my recommendation, my  
[17] first recommendation for partner was accepted.  
[18] My second recommendation for partner was  
[19] rejected.

[20] **Q:** But the hiring and rejection to  
[21] partner or termination of employment of  
[22] so-called associates, I think you partially just  
[23] answered that.

[24] **A:** Yes. Within my own group, I  
[25]

**Richards**

[1] certainly wrote reports and suggested that  
[2] people should be promoted or rewarded or let go.

[3] **Q:** With respect to anybody outside your  
[4] own group, I think you're saying you had no  
[5] influence or control whatsoever with respect to  
[6] those people?

[7] **A:** As a member of the associate  
[8] compensation committee, I heard reports on  
[9] them. I discussed them in committee and I  
[10] acquiesced or allowed the committee's  
[11] recommendation to go forward in and the report  
[12] that we discussed, I had influence to that  
[13] extent.

[14] **Q:** Hiring determination of employment  
[15] of significant administrative personnel?

[16] **A:** No.

[17] **Q:** Change in the status of a partner of  
[18] Sidley's under the plan which impacted you?

[19] **A:** No.

[20] **Q:** Number of so-called units or  
[21] percents in the amount of capital contribution  
[22] or withdrawal of any capital of Sidley?

[23] **A:** No.

[24] **Q:** Participation in profits and other  
[25]

**Richards**

[1] compensation of each of the partners of Sidley  
[2] and the mix between profit and guaranteed  
[3] compensation for each person?

[4] **A:** No.

[5] **Q:** The compensation of associates of  
[6] Sidley?

[7] **A:** Yes.

[8] **Q:** That was the compensation committee?

[9] **A:** Exactly. Indeed, my job as the  
[10] chair of that committee was to canvass other  
[11] New York firms and figure out what the going  
[12] rate was, so I had great influence even though  
[13] we usually paid less.

[14] **Q:** Decision of heads of practice  
[15] groups?

[16] **A:** No, I lost my own head.

[17] **Q:** Committee, either in bar  
[18] association, civic or political activities?

[19] **A:** I made personnel committee.

[20] **Q:** Commitments of the firm?

[21] **A:** No, nor any control over  
[22] contributions to dinners suggested by clients.

[23] **Q:** Questions of billings including the  
[24] selling of hourly rates?  
[25]



[1] **Richards**  
[2] **A:** We and I were occasionally asked  
[3] would the market bear a raise in rates. And if  
[4] we said yes, that decision was usually made  
[5] affirmatively because that would have helped  
[6] everybody.  
[7] **Q:** Acceptance of new clients?  
[8] **A:** There were management committee or  
[9] committees for that. One proposed new clients,  
[10] and generally they were accepted if you could  
[11] make the argument for their quality. But that  
[12] was only for my own clients.  
[13] **Q:** What about resolution of conflicts  
[14] of interest?  
[15] **A:** That had to be referred to Chicago.  
[16] So that, for example, when I was retained at the  
[17] suggestion of my client, Tribune Company, which  
[18] owns WPIX here in New York, and it was suggested  
[19] that there would be — this is rather sad — a  
[20] knew antenna on the World Trade Center and  
[21] Tribune, which is still my client, came with me  
[22] when I left, recommended that I represent all 11  
[23] television stations in New York because of the  
[24] quality of my lawyering.  
[25] And in the Sidley system that

[1] **Richards**  
[2] required an engagement letter to be signed by  
[3] all 11 clients, these are TV stations that  
[4] didn't want to give the right to sue one  
[5] another. And one station in particular would  
[6] not sign the letter or would not soften — I  
[7] would not soften the letter, and they refused to  
[8] sign.  
[9] And I had many discussions with  
[10] Mr. Bernstein, a member of the management  
[11] committee, whose job it was to do exactly this  
[12] as a member of the management committee as final  
[13] arbiter, and we didn't get the assignment. And  
[14] so I didn't have the power to resolve that  
[15] conflict; only a member of the management  
[16] committee did.  
[17] **Q:** Termination of relationship with  
[18] previously existing clients?  
[19] **A:** No.  
[20] **Q:** Relocation, opening and closing of  
[21] offices of Sidley in Chicago and elsewhere and  
[22] expenses in connection with that?  
[23] **A:** No. With regard to whether or not  
[24] we would open or close offices elsewhere, yes,  
[25] with regard to selection of sites for the

[1] **Richards**  
[2] various offices in New York City because that  
[3] was my administrative responsibility. But as to  
[4] the other offices, I would only hear what they  
[5] were paying or what they were thinking about  
[6] doing as a member of the real estate committee.  
[7] **Q:** Again —  
[8] **A:** And again that real estate committee  
[9] recommendation to renew or not to renew would go  
[10] upstairs.  
[11] **Q:** Expansion or contraction of Sidley  
[12] including, but not limited to, acquisition or  
[13] merger with other law firms or practices?  
[14] **A:** No.  
[15] **Q:** Or by divestiture or discharge of  
[16] Sidley personnel?  
[17] **A:** No.  
[18] **Q:** Acquiring real estate interest  
[19] entered into leases and other obligations with  
[20] respect to real estate?  
[21] **A:** Again, only in the advisory capacity  
[22] as a committee member with regard to the New  
[23] York office.  
[24] **Q:** Entered into contracts or agreements  
[25] of any kind under which payments due from Sidley

[1] **Richards**  
[2] or the potential aggregate, Sidley would exceed  
[3] \$1 million?  
[4] **A:** No.  
[5] **Q:** Entering into contracts or grievance  
[6] covering professional malpractice?  
[7] **A:** No.  
[8] **Q:** Approving or resolving litigation in  
[9] the name of or on behalf of Sidley?  
[10] **A:** No. Let me modify an answer I gave  
[11] earlier. I did have check-signing authority, I  
[12] was one of the five partners in New York for  
[13] many years to have that power. But that meant  
[14] people brought pieces of paper to me to sign and  
[15] I signed them.  
[16] **Q:** Retention of counsel to represent  
[17] Sidley?  
[18] **A:** No.  
[19] **Q:** Banking relationship with Sidley?  
[20] **A:** No.  
[21] **Q:** Investment counsel relationship with  
[22] Sidley?  
[23] **A:** No.  
[24] **Q:** Investment of the number of assets  
[25] of Sidley, cash, security, so forth?

**Richards**

[1] **Richards**

[2] **A:** No.

[3] **Q:** Retirement programs?

[4] **A:** No.

[5] **Q:** The plan —

[6] **A:** You had to be in and if you were a

[7] certain age under that.

[8] **Q:** The plan I'm referring to is the

[9] plan that you were taken out?

[10] **A:** I thought you meant the retirement

[11] plan. Once again, I was reacting naively. I

[12] had nothing to do with the discussions leading

[13] up to that decision except insofar as I may have

[14] precipitated my remarks by associates.

[15] **Q:** Any change in the status of any

[16] partner in accordance with that plan?

[17] **A:** No. Other than arguing on all our

[18] behalves that as to our accrual accounts, we

[19] should not have to wait to be paid until we were

[20] 60 years old. We should be treated under the

[21] partnership agreement as though we had left the

[22] firm voluntarily and be paid beginning at the

[23] age of 57. And I negotiated that and I believe

[24] I got that for everybody.

[25] **Q:** Let me ask you about practice

**Richards**

[1] **Richards**

[2] groups, how formal were the practice groups?

[3] **A:** They were formal in that you had to

[4] be a member of one to be within the firm. They

[5] had names. I didn't know of anybody that was a

[6] member of two practice groups.

[7] **Q:** So you wouldn't cross back and forth

[8] between practice groups? I'm not talking about

[9] rotating associates, I'm talking about partners?

[10] **A:** There were associates who were made

[11] partners in other groups. They had been

[12] litigation associates and got made bankruptcy,

[13] or they were litigation and got made

[14] environmental, because whatever of the politics

[15] of it. It was easier to make them partners in

[16] those groups than in their own groups.

[17] And everybody accepted that,

[18] although it was something of a career change for

[19] a few of them, but they weren't going to reject

[20] partnership just because they weren't called

[21] banana anymore, now that they were called an

[22] orange. But you had to be a fruit of some kind

[23] and have a home. So yes, they were formal.

[24] Sometimes their names got changed, sometimes new

[25] ones were invented.

**Richards**

[1] **Richards**

[2] I think the brief talks about 23 or

[3] 24 practice groups or something like that. New

[4] areas of law, intellectual property,

[5] environment. Others have grown up at the period

[6] of time I was at Sidley, but everybody had a

[7] departmental home within the firm.

[8] **Q:** Did the associates coming up say, I

[9] want to be in the litigation practice; who made

[10] the ultimate decision about what practice group

[11] one was in?

[12] **A:** If you were a partner or became a

[13] partner because of the specialty, you grew into

[14] a choice you had already made. If, however,

[15] there was an associate who was not doing well in

[16] one group with a certain skill set, we had

[17] discussions in the associates compensation

[18] committee and within the office about switching

[19] that associate to someplace else where he or she

[20] might flower. And sometimes that worked out and

[21] sometimes it didn't.

[22] But if the decision, therefore, was

[23] made by the partners who were responsible for

[24] that associate's productivity and on that sort

[25] of a level, I don't believe there was ever a

**Richards**

[1] **Richards**

[2] feeling that you had to go back to the

[3] management committee. You might need to go back

[4] and tell the head of the national group of

[5] Chicago that you were now bringing in or putting

[6] out an individual. But that was a personnel

[7] decision, and part of a series of personnel

[8] situation decisions.

[9] **Q:** Were there heads of practice groups?

[10] **A:** Absolutely, always.

[11] **Q:** What were they called, heads,

[12] chairs?

[13] **A:** Chairs, group heads.

[14] **Q:** How did they get to that status, how

[15] did they become heads?

[16] **A:** It wasn't an election. They were

[17] named that by the management committee, I

[18] guess. If you started in the real estate

[19] department in New York and you were the only

[20] real estate lawyer and you wanted to be chair,

[21] you could still be chair until you got fired.

[22] And I did both those things. I got fired;

[23] somebody else was —

[24] **Q:** Let's assume you were in the

[25] securities practice group in Chicago.

[1] **Richards**  
[2] **A:** Right. It was due to the management  
[3] committee. The head of the tax group  
[4] nationally, a man named, Robert Wootton was a  
[5] protege of Mr. Battle. After Mr. Battle lost  
[6] his position within the firm and was no longer a  
[7] New York managing partner, it was then felt safe  
[8] to remove his protege as head of the tax group,  
[9] and somebody else was named.  
[10] **Q:** But the members of the security  
[11] group in Chicago, you don't elect heads of  
[12] practice groups?  
[13] **A:** No, you don't.  
[14] **Q:** How much control over the practice  
[15] groups does the head exercise?  
[16] **A:** I think a substantial amount in  
[17] terms of determining the needs for which you  
[18] would hire associates and where resources would  
[19] be put; the normal way I would consider, having  
[20] been the head of a group of three different  
[21] firms, the normal administrative tools you would  
[22] have to grow a business.  
[23] **Q:** Were most heads of practice groups  
[24] also on the executive committee?  
[25] **A:** I don't actually know because I

[1] **Richards**  
[2] never studied the list of people who are on the  
[3] executive committee. They were distant gods,  
[4] most of them were in Chicago. As I said, nobody  
[5] in New York was on the executive committee  
[6] except the managing partner. So I didn't pay a  
[7] great deal of attention to it.  
[8] My belief was that you got on the  
[9] executive committee either because you were a  
[10] department head or if not a department head,  
[11] controlled a substantial amount of business, or  
[12] laterally were a prominent woman within the  
[13] firm.  
[14] In other words, it could be used for  
[15] affirmative action because there were no  
[16] particular standards, and therefore the  
[17] management committee decided which need a black  
[18] or an environmental lawyer or a woman, because  
[19] that would look better, and they had no woman on  
[20] the executive committee until Ms. Aronson came  
[21] on, they could do that. Because they had the  
[22] power to do it.  
[23] **Q:** You said you had no input in the  
[24] distribution of the profits of the firm?  
[25] **A:** Correct.

[1] **Richards**  
[2] **Q:** What about within your practice  
[3] group, were you asked how the money should be  
[4] distributed?  
[5] **A:** No. I didn't even know what my  
[6] junior partners made.  
[7] **Q:** You had to sit down once a year with  
[8] a member of the management committee or  
[9] executive committee where you were told your  
[10] points or units for the coming year?  
[11] **A:** No. This was an interview to gather  
[12] information to tell you what your points were  
[13] going to be. So when you learned what your  
[14] points were, you weren't actually sitting across  
[15] from a human being. You were told; you were  
[16] given an A, B, C or D. So there was no appeal.  
[17] **Q:** When did you have the opportunity to  
[18] state your case about getting more money, you  
[19] talk —  
[20] **A:** Annually in the third week or fourth  
[21] week of January. And the person that  
[22] interviewed you, a member of the management  
[23] committee, was not the guy in your home office.  
[24] And it rotated.  
[25] So one year I might be — it's

[1] **Richards**  
[2] viewed by the head of the Los Angeles office, a  
[3] member of the management committee, another year  
[4] by Chuck Douglass as the head of the executive  
[5] committee, another year by Tom Cole himself.  
[6] **Q:** Did other partners use that as an  
[7] opportunity to make the pitch for more money for  
[8] themselves?  
[9] **A:** Sure they did. It was your only  
[10] opportunity, you had to.  
[11] **Q:** How effective were those pitches,  
[12] how much do you think they were taken into  
[13] account?  
[14] **A:** I suspect that for those with major  
[15] businesses, that some sort of rough justice was  
[16] generally perceived to have been achieved  
[17] because, to Sidley's credit, not very many  
[18] people voted with their feet.  
[19] You rarely found a partner leaving  
[20] Sidley prior to this episode in '99. They might  
[21] go off to government like the Secretary of  
[22] Transportation, I mentioned. They might go off  
[23] to a foundation, they might go off to teach.  
[24] But notwithstanding that, it was not as  
[25] profitable as other Chicago firms or in

**Richards**

[1] Los Angeles, other California firms or in  
 [2] New York, other New York firms. Almost never  
 [3] did somebody leave.  
 [4] I don't know if any examples of  
 [5] somebody leaving because they weren't being paid  
 [6] enough. And it was to retain such people that  
 [7] the argument is made that other folks should  
 [8] make less because we'll lose this 35 year old  
 [9] wonder kid.  
 [10] Q: Do you know of any cases in which  
 [11] the announcement of, here's how much money  
 [12] you're going to get for a given year, when those  
 [13] announcements were changed because either a  
 [14] particular partner objected or a group of  
 [15] partners objected?  
 [16] A: We went to Chicago, we had no way of  
 [17] knowing whether that could happen in Chicago. I  
 [18] don't know that it ever happened in New York.  
 [19] And I always, until the lateral years,  
 [20] considered myself a senior partner and one of  
 [21] the better compensated people. And therefore it  
 [22] didn't become me to argue and I never did for  
 [23] more salary and more points.  
 [24] And the firm grew fairly steadily,  
 [25]

**Richards**

[1] although a lot of us took a haircut in '92, '93,  
 [2] because of not only the real estate recession,  
 [3] but the general recession. But we all felt we  
 [4] were making a little more money each year, and  
 [5] we didn't want to be screaming at one another.  
 [6] We kept congratulating ourselves on our  
 [7] culture. Every year at the annual partners  
 [8] meeting we'd say how great our culture was, we  
 [9] didn't do bad things to one another.  
 [10] Therefore, to go in and complain to  
 [11] Frank about how much you're making or other  
 [12] firms that you know of, it wasn't done. I'm  
 [13] sure some people must have done it. Do I know  
 [14] anybody that did? I didn't. Had I heard any  
 [15] stories about anybody that did it? No. Did I  
 [16] ever do it? No.  
 [17] Q: If you were just asked to describe  
 [18] in a nutshell how profits were shared, how would  
 [19] you describe it at Sidley?  
 [20] A: Adequately enough to keep anybody  
 [21] from leaving.  
 [22] Q: I mean the methodology.  
 [23] A: I don't know what the methodology  
 [24] was, unless your practice —  
 [25]

**Richards**

[1] Q: Let me just go — you were a partner  
 [2] in the firm and you didn't know the methodology  
 [3] of how the profits were shared?  
 [4] A: Correct. I knew how many points I  
 [5] had. Once a year I was told what each point or  
 [6] unit was worth.  
 [7] Q: That was as much as you knew?  
 [8] A: That's right. I didn't know if I  
 [9] had 41 and somebody else had 44, how did they  
 [10] divide the 41 and the 44, — why wasn't it a  
 [11] 42-1/2 apiece. No, I wasn't told that.  
 [12] Q: Did you say you had at your peak 40  
 [13] points?  
 [14] A: When I left I had 41. At my peak I  
 [15] had 44, I think.  
 [16] Q: You had one-tenth of 1 percent?  
 [17] A: Yes, sir, I believe that was the  
 [18] number.  
 [19] Q: Did anybody ever tell you how or why  
 [20] you had 41 or 44 points or one-tenth of  
 [21] 1 percent?  
 [22] A: No. I just watched it go up and  
 [23] down, except the percent, it never went up or  
 [24] down.  
 [25]

**Richards**

[1] Q: That was just at some point in time?  
 [2] A: At some point in time I realized I  
 [3] had one-tenth of 1 percent. But at the end of  
 [4] the year they announced percents got so many  
 [5] dollars per percent, and the units got so many  
 [6] dollars. I didn't have enough percent, so I  
 [7] never paid any attention to the percent.  
 [8] The units I watched and the units  
 [9] over the years I was there grew incrementally in  
 [10] value; 5, 8, 10 percent a year. And while in my  
 [11] last years, when I wasn't chair of the group I  
 [12] was plateaued at 41 units, I didn't have such a  
 [13] business breakout, I wasn't doing so well,  
 [14] another half a million dollars a year, that I  
 [15] could go say, excuse me, where's mine? And I  
 [16] didn't.  
 [17] And also frankly, I had never  
 [18] practised law for money, per se. My career has  
 [19] been teaching, speaking, and the people I  
 [20] admired were Henry Stimson and Cyrus Vance and  
 [21] people who do things like that. And partly  
 [22] that's a defense mechanism, because I've never  
 [23] been with a firm that made a whole bunch of  
 [24] money.  
 [25]



**Richards**

[1] But it's also been a lifestyle  
[2] choice. I don't want to work 2400 hours a year,  
[3] and I don't think a man or woman is measured by  
[4] how many money is made. And I know a number of  
[5] screaming idiots that make a lot more than I do  
[6] that I don't respect as human beings or  
[7] lawyers.

[8] So the fact that Sidley might be  
[9] gyping me 30, \$50,000 when I was making money  
[10] as much, which was more than I ever thought I  
[11] ever would make. It was beneath my dignity to  
[12] do that. So I also don't think it would have  
[13] made much difference.

[14] **Q:** I assume, just some for the record,  
[15] you don't know why you had the points you had or  
[16] the percent you had?

[17] **A:** As a younger partner —

[18] **Q:** You didn't have anything to do with  
[19] setting those?

[20] **A:** No, I didn't have anything to do  
[21] with them. I mean as my group grew from three  
[22] to ten and my billings grew from \$1 million to  
[23] \$2 million, as they did in the '80s, during the  
[24] last huge boom which affected real estate, my  
[25]

**Richards**

[1] points went up. I mean I think I started about  
[2] 30 and I got to 44.

[3] And then in '91 they cut it down. I  
[4] got ill in '93. Nothing happened to me when I  
[5] was mentally ill. My points didn't get  
[6] reduced. I thought that was pretty  
[7] compassionate, actually. But I came right back,  
[8] I was a trooper.

[9] I came back and I put the hours in,  
[10] even though my junior partner — because I  
[11] wasn't mentally capable of — negotiated four  
[12] months leave of absence with full pay, which  
[13] certainly Sidley was willing to give. I wasn't  
[14] willing to take it. That's how badly I wanted  
[15] to work for this firm.

[16] **Q:** You didn't have any input into the  
[17] allocation of percentages or points to other  
[18] partners, did you?

[19] **A:** Absolutely not.

[20] **Q:** To your knowledge, did any partner  
[21] at Sidley who was not a member of the executive  
[22] committee or the management committee have any  
[23] say as to how much other partners got in the way  
[24] of points or percentages?  
[25]

**Richards**

[1] **A:** No, I don't know that.

[2] **Q:** Was there a time while you were at  
[3] the firm that partners actually had a classic  
[4] partnership share in the profits, share  
[5] responsibility for liabilities? Did you ever  
[6] have to write a check to the firm because of a  
[7] liability?

[8] **A:** No.

[9] **Q:** Did you make capital contributions  
[10] to the firm?

[11] **A:** Absolutely.

[12] **Q:** Did you write a check to that or is  
[13] that simply with legal, from what you had  
[14] otherwise received in way of distribution?

[15] **A:** As you will see from my contract  
[16] letter, one of the paragraphs says that my  
[17] \$73,000 in capital contributions would be  
[18] returned to me because I was no longer a member  
[19] of the firm. At one point that was 90 or  
[20] \$95,000. Capital contribution requirements were  
[21] later related directly to number of points.

[22] So when they began cutting my  
[23] points, as they did after 1991 or '92, I got  
[24] some of the capital back. I had already paid  
[25]

**Richards**

[1] taxes, again as it says on that letter, on that  
[2] capital. So did I write them a check? No. But  
[3] if they paid me the money they owed me and I had  
[4] written them the check, it would have come to  
[5] the same thing.

[6] **Q:** When you were making capital  
[7] contributions, you did not write a check?

[8] **A:** It came out of my draw.

[9] **Q:** It came out of what you would have  
[10] otherwise received as distribution?

[11] **A:** Yes, correct. That's right. With  
[12] my quiescence, of course.

[13] **Q:** So one can say that all of this talk  
[14] about capital contributions and refunds of  
[15] capital contributions or responsibilities for  
[16] liabilities, they used on paper, but it has no  
[17] reality in terms of you never wrote a check to  
[18] that firm for anything?

[19] **A:** That's correct. They wrote me one  
[20] and kicked me out of the pension plan at the  
[21] same time. That's also interesting, because  
[22] it's different from other firms, that there is  
[23] no pension plan other than a self-funding  
[24] pension plan.  
[25]

**Richards**

[1] If I had stayed a partner in Coudert  
[2] Brothers and retired and had been there the  
[3] requisite number of years I would have  
[4] "vested". And I would have gotten for the rest  
[5] of my life 20 percent of my highest income as a  
[6] partner at that firm.

[7] Sidley doesn't have anything like  
[8] that. The pension plan is, you take money they  
[9] give you and put it into a pension plan, which  
[10] is a management pension plan. There is also  
[11] something called an accrual account, which are  
[12] profits accrued which are not distributed and  
[13] which are only distributed after you retired  
[14] from the firm, or after you leave the firm and  
[15] no longer practice law.

[16] I am still owed a considerable  
[17] amount of money. And that was what I was  
[18] arguing for, that we should be paid after we got  
[19] demoted to special counsel.

[20] Q: That's a different account?

[21] A: That's called an accrual account.

[22] Q: How many separate accounts do you  
[23] have? You have your accrual account and your  
[24] capital account?  
[25]

**Richards**

[1] A: That's it. And the accrual account  
[2] if the firm were to go bankrupt tomorrow, gone.

[3] Q: What goes into that account?

[4] A: I worked in 1985. We bill it, we  
[5] collect it, but it doesn't come until 1987. And  
[6] the firm, the management committee chooses not  
[7] to distribute it. So that they've always got, I  
[8] think the backlog maybe when I left, \$78 million  
[9] of accounts receivable. Accrual is just one  
[10] genre from accounts receivable. It's the money  
[11] that's been taken in.

[12] So if the firm continued to grow and  
[13] didn't go bust before you retired at age 65, the  
[14] usual treatment was the partner retires and then  
[15] he starts taking his accrual account over the  
[16] next five years.

[17] So you go from a 50 percent tax  
[18] break either down to 17 percent. And then the  
[19] half a million dollars they owe you starts  
[20] coming in 100,000 a year, but those were fees  
[21] that were earned 20 years before, and those were  
[22] your shares of those fees. And my accrual  
[23] account at Sidley & Austin at the moment is  
[24] \$540,000.  
[25]

**Richards**

[1] Q: Was that somehow related to your  
[2] units, like the value of a unit —

[3] A: I think so.

[4] Q: — was really X plus Y, and Y went  
[5] into the accrual account, and X went into a  
[6] distribution account?

[7] A: I don't strictly know, but I suspect  
[8] it must have been. Because when the firm had  
[9] good years, your accrual would jump. But it was  
[10] all hurry-flurry in the future. And unless you  
[11] lived that long, you'd never see it or unless  
[12] the firm lasted that long, you would never see.

[13] But if you left the firm, and people  
[14] that went into business would do this, and that  
[15] was the money that I talked about our Secretary  
[16] of Transportation out of Chicago, he would have  
[17] been owed X hundred thousands. But under the  
[18] partnership agreement that you say you get over  
[19] five years after such and such a time and the  
[20] firm comes in and negotiates with you and say,  
[21] we owe you a half a million, take \$100,000 now  
[22] and we're quits, and that's what people did.  
[23] And I didn't.

[24] Q: How is the retirement age that was  
[25]

**Richards**

[1] in effect from time to time communicated to  
[2] partners?

[3] A: It's in the partnership agreement  
[4] and it's 65. And that was just as a given. I  
[5] don't think we had communications about it.  
[6] People retired at 65, that was the pattern, you  
[7] saw people retiring. But not everybody did.

[8] Howard Trienens didn't want to  
[9] retire and nobody forced him out of the firm.  
[10] And even made a joke about it at this meeting in  
[11] September 1999, he said we're not making Howard  
[12] retire.

[13] Q: He's one out of 350?

[14] A: Well, then you got Ronald Trost in  
[15] the New York office who used to be the head of  
[16] the Los Angeles office, who is one of the ones  
[17] that was number 26 to 32. He was a baron. He  
[18] had been on the management committee and they  
[19] told him after what happened to me, they told  
[20] him that now he was actually going to be senior  
[21] counsel too.

[22] And there is a man who never paid  
[23] much attention to me. He came down the hall and  
[24] put his arm around me and said, Dave, you know,  
[25]

**Richards**

(1) we're going to be the same thing. You want to  
 (2) tell me about it? And I had to tell him what  
 (3) his future was. But he was past 65, and he just  
 (4) quoted in the American Lawyer article as saying  
 (5) the firm did exactly the right thing. They  
 (6) ought to throw us old guys out.  
 (7) **Q:** Can Sidley say with any  
 (8) justification, can Sidley say there was not a  
 (9) mandatory retirement age because we waived it  
 (10) all the time?  
 (11) **A:** I don't believe so. I believe they  
 (12) only waived it for Trienens and that they were  
 (13) kind of letting go Trost who had been a member  
 (14) of the management committee kind of potter. He  
 (15) wasn't working full time anyhow, but they never  
 (16) stopped calling him a partner until  
 (17) December 31st of '99.  
 (18) **Q:** There were not any significant  
 (19) number of partners that were over age 65 at  
 (20) Sidley during your tenure?  
 (21) **A:** A, I don't believe so. And B, I  
 (22) suspect it's because most people wouldn't have  
 (23) stopped working. But I don't think they were  
 (24) any examples of that waiver except Trienens as a  
 (25)

**Richards**

(1) notorious one, and Trost as partners, but they  
 (2) kept — they then went in and with Trost and  
 (3) maybe with Delp and maybe some others who were  
 (4) at or near or had been allowed to go a little  
 (5) bit beyond 65, they suddenly realized to be  
 (6) consistent, better get rid of those guys too. I  
 (7) don't know that. I'm speculating.  
 (8) **Q:** Do you know of partners who would  
 (9) have preferred to continue practicing past 65?  
 (10) **A:** I don't know of any personally. But  
 (11) there may have well been some that were. There  
 (12) were partners who wanted to leave earlier. One  
 (13) partner this would have happened to, who is head  
 (14) of the real estate group had already decided to  
 (15) retire in December of '99, and therefore they  
 (16) didn't have to strip him of his partnership.  
 (17) But he was another real estate partner and he  
 (18) was 60 years old and decided he had enough money  
 (19) to retire to Kentucky. And retire early meant  
 (20) you might even say some people prefer to leave  
 (21) early rather than hang around.  
 (22) **Q:** Did you receive any expression of  
 (23) apologies from the firm about what had happened  
 (24) to you?  
 (25)

**Richards**

(1) **A:** Yes, I did.  
 (2) **Q:** Can you tell me about that?  
 (3) **A:** On my last day in the office.  
 (4) **Q:** In the New York office?  
 (5) **A:** New York office. On December 31st  
 (6) of 2001 Mr. Douglass came to my office, he was  
 (7) in New York for the day, Chuck Douglass.  
 (8) **Q:** Who at the time was what?  
 (9) **A:** Who at the time was the chair of the  
 (10) executive committee, and therefore number two in  
 (11) the hierarchy below Cole. It was Chuck with  
 (12) whom I had negotiated my appearance in American  
 (13) Lawyer, as to whether or not I would talk with  
 (14) them.  
 (15) And he came into my office and I was  
 (16) flatteredly surprised and in a oblique and  
 (17) round-about way suggested that maybe they had  
 (18) bad information about me from, I inferred, the  
 (19) former head of the office, Mr. Battle, and that  
 (20) it was too late to do anything about it, but  
 (21) maybe they made a mistake with me.  
 (22) I took that as a tribute to my  
 (23) having behaved well during the period when I was  
 (24) special counsel, not dissing the firm in an  
 (25)

**Richards**

(1) inappropriate way, doing my job, showing up to  
 (2) work, flying the flag, and then making a  
 (3) dignified exit.  
 (4) But that was the only time that  
 (5) anyone said, I'm sorry, and it came from the  
 (6) number two person in the firm after I announced  
 (7) that I was leaving. And it was, as I say,  
 (8) oblique. But I took it as a handsome apology  
 (9) and I accepted it that way.  
 (10) **Q:** But he didn't offer to reverse  
 (11) course?  
 (12) **A:** He told me explicitly that it would  
 (13) be much too difficult to reverse course, so he  
 (14) alluded to that. I of course didn't —  
 (15) **Q:** Why would it have been too  
 (16) difficult?  
 (17) **A:** The principle had been established  
 (18) and plus —  
 (19) **Q:** What was the principle that had been  
 (20) established?  
 (21) **A:** That when the management committee  
 (22) speaks and forces partners out, they don't  
 (23) change their mind, they don't bring them back in  
 (24) a little later. It would have broken the  
 (25)

**Richards**

[1] pattern.

[2] **Q:** Sidley & Austin has a Web site?

[3] **A:** Yes, sir, hell of a Web site. It's

[4] won awards.

[5] **Q:** Their Web site includes a letter

[6] dated April 5, 2000 to our clients, alumni,

[7] colleagues and friends, and on page 7 —

[8] **A:** What was the date? I'm sorry.

[9] **Q:** April 5, 2000.

[10] **A:** Okay.

[11] **Q:** You were still at the firm?

[12] **A:** That's what I'm trying to determine,

[13] yes.

[14] **Q:** Firm management beginning bottom

[15] says: In 1999 Chuck Douglass succeeded Eaton

[16] Martin as chairman of the management committee.

[17] Chuck joined Tom Cole who had succeeded Bob

[18] Maclean as chairman of the executive committee

[19] in 1998. Tom and Chuck began their

[20] collaboration in the leadership of the firm

[21] under a governance structure which allows each

[22] to continue to practice essentially full time

[23] while they address strategic policy and

[24] operating issues respectively.

**Richards**

[1] It says, Chuck Douglass succeeded

[2] Eden Martin and joined Tom Cole and Tom Cole

[3] succeeded Bob.

[4] Do you know, how is the implication

[5] those are the two top dogs in the firm?

[6] **A:** No question.

[7] **Q:** You have the executive committee,

[8] then you had the management committee over that,

[9] and then you got those two guys at the pinnacle?

[10] **A:** Yes.

[11] **Q:** How do you get to that level? Who

[12] designates you to go there?

[13] **A:** I think it's all done within the

[14] five- or seven-member management committee. In

[15] other words, Cole was already on the management

[16] committee. When they, whoever voted, had the

[17] vote as to who was to succeeded Maclean, Cole

[18] beat Martin who was already on the management

[19] committee.

[20] But Martin had had the head of

[21] the — was on the management committee, is head

[22] of the executive committee. So Douglass moved

[23] up. He had already been named to the executive

[24] committee, so he's a member of the committee.

**Richards**

[1] So I'm assuming that when Maclean died, it left

[2] the five that were left or the six that were

[3] left, that included Martin and Cole. It did not

[4] include Douglass.

[5] And so there could only be one

[6] winner for Maclean's job, and it was either

[7] going to be the guy who had been number two,

[8] which was Martin, or a new Cole. Cole won. And

[9] Martin remained on the management committee for

[10] a year, but effectively left the firm, was given

[11] an office and became head of a Chicago Better

[12] Business group.

[13] At Sidley if you've been number two

[14] like Blair White or like Eden Martin and you

[15] don't make it to number one, you get shunned

[16] aside. There is a job invented for you. In

[17] Blair White's case he was deeply disappointed to

[18] be told that he wasn't going to succeeded. He

[19] retired fairly shortly after that.

[20] I don't know if Martin wanted the

[21] job, but what it looked like from New York he

[22] lost the race and then he took this other job.

[23] I think it's the notion of you don't want the

[24] boy who's been on the management committee

**Richards**

[1] before you when you're the chair telling you how

[2] they used to do it.

[3] **Q:** What's the reference under a

[4] governance structure which allows each to

[5] continue to practice full time while they

[6] address these strategic policies? What's the

[7] governance structure they're talking about?

[8] **A:** That's opaque. I'm not sure other

[9] than, I believe, it refers to the fact that we

[10] do not have any managing partner role, either as

[11] the head of the office, or as the head of the

[12] firm, or as the head of the executive committee,

[13] or the head of the management committee whose

[14] job is solely management.

[15] One of these people remained

[16] practicing lawyers and purportedly spent 50, 60,

[17] 80 percent of their time being real lawyers like

[18] the rest of us. That's a firmly held firm

[19] conviction, one I happen to believe in, but it

[20] is not one that is now constant in American law

[21] firms. If you read the current American Lawyer,

[22] it's three or four of the guys that are profiled

[23] in there, and they are — all men are spending

[24] 100 percent of their time on management.



**Richards**

[1] And Sidley has always believed, and  
[2] we talked about it in past partnership — called  
[3] partner meetings that the people who are running  
[4] the firm and responsible for making this should  
[5] be front line soldiers, should know what it's  
[6] like in the war, should not be distant from  
[7] clients' concerns about whether you wear ties or  
[8] whether you negotiate rates or whatever the  
[9] problems might be.  
[10] So I believe that that sentence is  
[11] suggesting two things: One, there is a  
[12] structure which is a balance of powers, there's  
[13] an executive committee and management committee,  
[14] and we're not going the tell you how that works  
[15] out. But one heads one and one guy heads the  
[16] other, and it's all a little fuzzy. And there's  
[17] two leaders to the firm. And number two,  
[18] they're both practicing lawyers.  
[19] And that is a long-time tradition of  
[20] the firm. That's how he constructed that  
[21] sentence. And I do think Chuck or Tom would  
[22] disagree.  
[23] Q: In the same letter, they discuss the  
[24] event of October 1999. They say, in October the  
[25]

**Richards**

[1] executive committee adopted a series of measures  
[2] designed to improve the firm's competitive  
[3] position equally, if not more important, whether  
[4] company changes — and then these two paragraphs  
[5] conclude with: The underlying theme of all  
[6] these changes was the creation of opportunities  
[7] for our younger lawyers.  
[8] And that was a theme that in all of  
[9] the published reports, Chicago Tribune, the  
[10] American Lawyer, everywhere, the firm was  
[11] talking about what they had done. They kept  
[12] talking about the formal statements about  
[13] creating opportunities for younger lawyers.  
[14] And you referred to the off-the-cuff  
[15] informal statement of — I forget who it was  
[16] about — the policy who said I'm getting rid of  
[17] the old people. Why was the firm so open? I  
[18] mean given the existence of the age  
[19] discrimination law, why was the firm so open  
[20] about saying that this is all age related?  
[21] A: Well, they may have been foolish or  
[22] naive, but I think that their audience was not  
[23] the EEOC or the age and decrepit, deadwood  
[24] partners like myself.  
[25]

**Richards**

[1] The audience were young partners in  
[2] their 40s who in a firm that was huge, by any  
[3] standard and huge by Chicago standards, but in  
[4] terms of personnel, half of them were in  
[5] Chicago, could have gone to four or five Chicago  
[6] firms, to the Chicago office of Skadden, to  
[7] other Chicago offices of out of town firms and  
[8] made more money and been the head of the groups  
[9] in the out-of-town firms, or made more money  
[10] even if they weren't the head of the group.  
[11] So I believe that message was aimed  
[12] at the 43 year old partner who was chaffing  
[13] because it looked like it would be 20 years  
[14] before he would be the head of a group as large  
[15] as Sidley or a group within Sidley and had an  
[16] offer on the table for Mayer Brown or from  
[17] Skadden Arps or from Gibson Dunn to come across  
[18] the street. I believe that was their audience.  
[19] Q: I understand that much. But what I  
[20] don't understand given the governance — and you  
[21] follow enough of this debate, I assume, to know  
[22] the debate about whether Sidley is covered by  
[23] the Age Discrimination Employment Act at all, in  
[24] which turns on whether it's actually a  
[25]

**Richards**

[1] partnership.  
[2] And based on what you're saying, it  
[3] seems to me that there is at least a color  
[4] argument this is not a partnership in any common  
[5] understanding of that term. I don't understand  
[6] why when this plan was being announced and  
[7] implemented, a firm supposedly as careful as  
[8] Sidley wouldn't have somebody looking to see,  
[9] you know, is this partnership exemption safe,  
[10] dare we say these things? Dare we put them in  
[11] firm letters?  
[12] I mean it seems to me like who's  
[13] minding the store with such a dramatic,  
[14] potential violation of the law?  
[15] A: You asked questions about decisions  
[16] or negligence in the lack of decisions occurring  
[17] in rooms in which I was not present. I  
[18] personally believe that the firm was so wrapped  
[19] up in the notion that it was a nice place, that  
[20] it had a culture that was not vicious, that it  
[21] didn't do bad things to people, that if it had  
[22] an economic reason for the betterment of the  
[23] whole which demographically had to be younger  
[24] partners in terms of numbers, exacerbated by the  
[25]

Page 165

**Richards**

[1] financial pressure, that they fooled themselves  
[2] into thinking that this would be clearly  
[3] understood and that the top-down benevolent  
[4] dictatorship management control that they had in  
[5] place.

[6] And I once made a joke at a New York  
[7] partners meeting that there was more reform in  
[8] the Soviet Polit Bureau than there was in the  
[9] management committee in Sidley Austin. And  
[10] people laughed, that it never occurred to them  
[11] that they could be seen as doing a bad thing  
[12] because they were not bad people, and they had a  
[13] good reason.

[14] And when you commenced the complaint  
[15] as an age, and every one of us in signing this  
[16] letter for the sake of our jobs, which were  
[17] going to disappear 34 days later, in my case, in  
[18] my case if I didn't sign the letter, everyone  
[19] waived all our claims. Nobody came to you  
[20] because we didn't think it would do any good. I  
[21] didn't write you for a year and a half while I  
[22] watched it happen.

[23] And the only discussion at the  
[24] partners meeting in April of 2000 was a kind of  
[25]

Page 166

**Richards**

[1] bewilderment that the lawsuit had been brought  
[2] because they talked to counsel and counsel said  
[3] that the law didn't apply, and it would go  
[4] away. They didn't use the go-away phrase, but  
[5] the suggestion was that this was a flea bite, a  
[6] nuisance, and we shouldn't be very concerned  
[7] about it.

[8] And they spent a lot more time  
[9] because we were members, as is my current firm,  
[10] of the alliance regarding liabilities insurance  
[11] for lawyers. They give him an hour to talk  
[12] about how we shouldn't take in unworthy clients  
[13] and how much trouble we could get in, and the  
[14] defendants that we were defending, three  
[15] malpractice suits, and though they were all  
[16] going to be covered by our malpractice  
[17] insurance. And this, this took three minutes.

[18] And in the room were the 25 of us,  
[19] 32 of us, some of us didn't come. Roy Wolff in  
[20] Washington was too wounded to even come. But he  
[21] was 64, he would have retired in a year anyhow.  
[22] I needed a job. I showed up and I'm having  
[23] these people talk about me as dead meat. And  
[24] having them dismiss it.  
[25]

Page 167

**Richards**

[1] Q: They only discussed it for three  
[2] minutes because of the significant number of the  
[3] 32 were there?

[4] A: I doubt that they were looking to  
[5] spare us embarrassment. I characterized the  
[6] time proportionment as the fact that they  
[7] thought it nothing.

[8] Q: What did they say about it in those  
[9] three minutes at what meeting? Was that at —

[10] A: This was the All Partners Meeting in  
[11] April of 2000 and that we had hired Paul — I'm  
[12] not sure I knew it was Paul Hastings, maybe I  
[13] did know it was Paul Hastings because I thought  
[14] that's weird, we hired a California firm. Well,  
[15] they must be real experts. But I thought it  
[16] odd.

[17] But the notion was this, gee, this  
[18] came out of left field. I don't know what these  
[19] people are talking about. We hired counsel,  
[20] they looked at it, and we don't believe the law  
[21] applies. And then they moved on.

[22] I think they take it a little more  
[23] seriously now, but it didn't have the publicity  
[24] then as it does now. And the American Lawyer  
[25]

Page 168

**Richards**

[1] article hadn't appeared. They still don't think  
[2] they did a bad thing. It's an opinion, not a  
[3] response to a question.

[4] Q: I don't understand what you mean by  
[5] a bad thing.

[6] A: They don't think this was a wrong  
[7] thing to do. They think they had to do this.

[8] Q: You testified that in your view it  
[9] was age discrimination?

[10] A: Yes.

[11] Q: Do you think age discrimination is  
[12] not a wrong thing?

[13] A: I've characterized their opinion,  
[14] their opinion of it, not my own.

[15] Q: What's your opinion?

[16] A: My opinion of it is that it was a  
[17] terrible thing to do; that it was a breach of  
[18] fiduciary duty notwithstanding whatever the  
[19] partnership agreement may have said, and that a  
[20] lot of men, I think it is every, all men, who  
[21] put all their professional lives, or a  
[22]

[23]

[24]

[25]

[1] **Richards**  
[2] significant portion of their professional lives  
[3] in making the firm what it was, were  
[4] professionally abused and dismissed by people  
[5] without compassion and without gratitude, who  
[6] were selfish. That's what I think.  
[7] **MR. HENDRICKSON:** We will end on  
[8] that.  
[9] (Time noted: 12:12 p.m.)

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[1] **Richards**  
[2] I, the witness herein, having  
[3] read the foregoing testimony, do hereby  
[4] certify it to be a true and correct  
[5] transcript, subject to the corrections, if  
[6] any, shown on the attached page.

[7]  
[8]  
[9]  
[10] **DAVID ALAN RICHARDS**

[11]  
[12]  
[13]  
[14]  
[15]  
[16] Subscribed and sworn to  
[17] before me this \_\_\_\_ day  
[18] of \_\_, 2002.

[19]  
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[22]  
[23]  
[24]  
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[1]  
[2] INDEX  
[3]  
[4] WITNESS EXAMINATION BY PAGE  
[5] D.A. Richards Mr. Hendrickson 3

[6]  
[7]  
[8]  
[9] EXHIBITS  
[10] RICHARDS PAGE  
[11] 1 Copy of article from  
[12] The New York Times 44  
[13]  
[14] 2 Letter from David Richards  
[15] dated March 13, 2002 44

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[1]  
[2] CERTIFICATE  
[3]  
[4] STATE OF NEW YORK)  
[5] : ss.:  
[6] COUNTY OF NEW YORK)

[7]  
[8] I, VICKY GALITSIS, a Certified  
[9] Shorthand Reporter and Notary Public within and  
[10] for the State of New York, do hereby certify:  
[11] That DAVID ALAN RICHARDS, the  
[12] witness whose deposition is hereinbefore set  
[13] forth, was duly sworn by me and that such  
[14] deposition is a true record of the testimony  
[15] given by such witness.

[16] I further certify that I am not  
[17] related to any of the parties to this action by  
[18] blood or marriage that I am in no way interested  
[19] in the outcome of this matter.

[20] In witness whereof, I have hereunto  
[21] set my hand this 24th day of May 2002.

[22]  
[23]  
[24] VICKY GALITSIS, CSR  
[25]

**Lawyer's Notes**

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**\$**

\$100,000 14:24; 151:22  
 \$150,000 55:8  
 \$27,000 97:16  
 \$300,000 55:5; 59:20  
 \$50,000 145:10  
 \$540,000 150:25  
 \$73,000 147:18  
 \$78 million 150:9  
 \$938,716 102:16  
 \$95,000 147:21

**1**

10 8:6; 44:13; 76:8; 106:22  
 100 20:15; 160:25  
 100,000 150:21  
 10022 3:15  
 1100 38:23  
 12 76:8  
 120 7:10  
 1200 38:22  
 12:12 169:9  
 13 44:8, 17  
 15 6:16  
 15th 98:2  
 16 6:12  
 1700 38:24; 82:4  
 1750 41:5  
 18-month 47:5; 49:12; 64:13  
 1800 38:24; 82:4  
 1850 41:5  
 1933 36:6  
 1967 3:20  
 1969 3:21  
 1971 5:20  
 1972 3:25; 5:20  
 1973 5:23; 41:25  
 1977 6:4; 73:7  
 1982 6:9, 19; 7:5; 13:4; 52:17; 73:12  
 1983 7:6; 10:9  
 1984 37:24  
 1985 28:22; 150:5  
 1987 150:6  
 1989 41:18  
 1990 73:13  
 1991 147:24  
 1993 41:18; 42:8  
 1995 78:19; 23  
 1998 157:20  
 1999 13:9; 23:15; 46:17; 69:23; 92:9, 10; 99:10, 10; 121:11, 17; 122:12; 152:12; 157:16; 161:25

**2**

2000 4:7; 7:12; 31:13; 92:7; 157:7, 10; 165:25; 167:12  
 2001 4:10; 32:7; 155:7  
 2002 44:8, 13, 17; 170:18  
 20th 50:7, 15  
 21st 50:8, 15; 62:9, 11; 71:23  
 24 35:16; 82:9  
 240 106:24  
 2400 145:3  
 25 35:16; 98:6  
 2500 82:9  
 26 35:16  
 280 5:8

**3**

30 145:10  
 300 3:14; 66:7  
 31 7:12; 69:23  
 31st 63:15; 153:18; 155:6  
 32 33:6; 112:24; 152:18  
 320 54:15  
 350 54:10, 14; 152:14

**4**

40s 76:25; 163:3  
 41 143:15  
 42-1/2 143:12  
 44 143:10, 11, 16; 146:3  
 450 51:2

**5**

50 67:16; 75:25; 160:17  
 500,000 51:25; 60:12  
 51 33:19, 21; 76:10  
 51-year-old 49:20  
 53 33:9; 75:23  
 55 74:20  
 57 75:21; 81:14; 133:23  
 58 49:14  
 59th 6:11

**6**

60 34:11, 15, 16; 47:3, 9, 14, 16, 21; 48:11; 160:17  
 60-year 48:24  
 63 75:22  
 64 75:23; 166:22  
 65 43:19; 46:13; 150:14; 152:5, 7; 153:4; 154:6, 10  
 650,000 54:20  
 68 47:10

680,000 54:20

**7**

70 49:18  
 700 82:7  
 700,000 104:17  
 70s 60:16

**8**

80,000 14:24  
 800 82:7  
 80s 39:24; 145:24  
 82 78:20  
 83 7:11  
 875 51:7

**9**

9/11 51:20  
 91 146:4  
 92 142:2; 147:24  
 93 142:2; 146:5  
 94 42:9  
 95 42:9; 78:20, 22  
 98 121:23  
 99 80:5; 114:6; 121:13, 15, 20; 122:12; 140:20; 153:18; 154:16

**A**

ABA 42:7  
 ability 123:11  
 above 16:7; 67:16  
 absence 146:13  
 Absolutely 9:25; 10:14; 12:22; 23:3; 24:4, 6; 26:24; 27:20; 48:13; 53:14; 55:16; 56:21; 60:3, 4; 74:13; 87:13; 96:22; 110:5; 118:7; 136:10; 146:20; 147:12  
 absorb 70:15; 53:16  
 abused 169:4  
 accept 9:22, 15; 10:22; 12:5; 14:24; 71:7; 126:18; 129:10; 134:17; 156:10  
 Acceptance 129:7  
 access 103:12; 107:9; 108:6, 8  
 accompli 65:5  
 accomplishments 14:6  
 accordance 133:16  
 according 47:7  
 account 103:2; 140:13; 149:12, 21, 22, 24, 25; 150:2, 4, 16, 24; 151:6, 7; 103:19, 20; 104:3; 133:18; 149:23; 150:10, 11

accrual 103:2; 133:18; 149:12, 22, 24; 150:2, 10, 16, 23; 151:6, 10  
 accrued 149:13  
 accurate 78:17  
 achieved 61:23; 140:16  
 acquiesced 9:11; 127:11  
 Acquiring 131:18  
 acquisition 131:12  
 across 69:20; 139:14; 163:18  
 act 18:23; 26:19; 35:6; 163:24  
 action 138:15  
 activities 42:11; 128:19  
 activity 42:10  
 actor 25:3  
 actually 9:11; 14:2; 44:22; 80:15; 95:5; 98:19; 99:18; 100:9; 101:4; 117:4; 122:6; 137:25; 139:14; 146:8; 147:4; 152:21; 163:25  
 add 7:20  
 added 118:21  
 addition 95:11  
 address 3:9, 12; 157:24; 160:7; 70:20  
 Adequately 142:21  
 administrative 4:14; 127:16; 131:3; 137:21  
 administrator 100:25  
 admired 144:21  
 admission 10:5; 45:20; 126:6  
 adopted 162:2  
 advice 19:11, 25; 20:5; 107:17; 110:9; 112:23; 113:3; 114:18  
 advise 86:23; 21:22; 59:4; 62:8; 83:12  
 advisory 19:12; 85:15; 131:21  
 affect 67:9; 145:25  
 affirmative 138:15  
 affirmatively 129:5  
 afraid 66:14  
 afternoon 63:7  
 again 39:19; 47:18; 58:4; 72:22, 24; 74:21; 131:7, 8, 21; 133:11; 148:2  
 against 34:2; 67:16  
 age 29:15; 32:25; 34:11, 16; 35:5, 5; 36:17; 43:18; 46:12; 47:3, 5, 17; 48:10, 21; 49:19, 24; 55:13, 13, 24; 61:17; 64:10, 17; 66:21; 67:14, 16; 68:5; 71:3, 6, 21; 72:5, 8, 14; 75:9, 11; 77:23, 24; 81:14; 82:22; 103:19; 133:7, 23; 150:14; 151:25; 153:10, 20; 162:19, 21, 24; 163:24; 165:16; 168:10, 12  
 age-based 74:24

agenda 90:18  
 ages 35:22, 23; 67:25  
 aggravated 43:17  
 aggregate 132:2  
 aggrieved 32:2  
 ago 42:22; 94:12  
 agree 106:12; 24:15; 49:13; 80:15  
 agreement 9:18; 11:8, 17, 20; 23:16, 21; 24:10; 111:2; 133:21; 151:19; 152:4; 168:20; 131:24  
 ahead 58:11; 66:18  
 aimed 163:12  
 air 88:15  
 ALAN 3:2, 8; 44:8; 68:19; 78:25; 170:11  
 alcoholic 30:11  
 alive 122:15  
 all-powerful 117:3  
 alliance 166:11  
 allocation 146:18  
 allow 123:4; 13:4; 91:20; 118:14; 127:11; 154:5; 157:22; 160:5  
 alluded 156:15  
 almost 15:14; 34:24; 141:3  
 alone 35:22; 100:22; 119:4  
 although 16:5; 22:7; 30:10; 33:5; 42:13; 69:21; 79:14; 83:12; 98:24; 99:2, 3, 5; 113:23; 114:6; 134:18; 142:2  
 alumni 157:7  
 always 19:16; 40:20; 63:6; 114:6; 121:8, 13; 136:10; 141:20; 150:8; 161:2  
 amazement 30:2  
 amend 11:7, 21; 13:8  
 Amendment 11:17; 12:20; 23:22  
 American 6:24; 12:10; 20:14; 21:4; 28:7, 23; 31:11; 35:5; 38:9; 51:23; 52:14; 60:9, 18; 65:8; 71:10, 12; 96:10; 153:5; 155:13; 160:21, 22; 162:11; 167:25  
 among 8:22; 37:25; 55:6; 64:9; 86:14; 92:5; 113:6; 123:9, 10  
 amount 99:3; 127:22; 137:16; 138:11; 149:18  
 amusing 121:19  
 and/or 11:7; 19:8; 46:6; 95:13  
 Andrew 6:14, 15; 99:12  
 anecdotal 68:14; 117:25  
 Angeles 16:2; 37:9, 11; 39:16; 58:16; 69:8; 75:20; 80:19; 112:4; 117:17; 140:2; 141:2; 152:17

Angelson 21:23  
announced 54:20, 21,  
24; 56:3; 144:5; 156:7;  
164:7  
announcement 102:15;  
141:12, 14  
annual 10:8; 11:18;  
20:14; 38:19; 90:8; 92:6;  
93:24; 94:5, 22; 97:10, 12;  
98:8; 102:7, 18; 115:11,  
14; 116:10; 121:11, 17;  
122:13; 142:8  
annually 18:11; 139:20  
answered 92:15; 126:24  
antenna 129:20  
anymore 79:8; 134:21  
AOL 94:4  
apiece 143:12  
apologies 154:24  
apology 156:9  
Apparently 79:7; 94:15  
appeal 139:16; 71:9;  
23:11; 103:11  
appearance 28:23;  
155:13  
appeared 35:10; 168:2  
appears 96:12  
apples 114:9  
applies 167:22  
apply 22:18; 109:21;  
166:4  
appointed 17:5; 22:19  
appointments 35:11  
appreciate 43:2  
approached 25:16  
appropriate 24:22  
approval 11:9  
Approving 132:8  
approximate 5:17  
Approximately 5:9; 6:4;  
54:10; 75:4  
April 10:8; 31:12; 32:7;  
57:8; 121:14, 17, 20;  
157:7, 10; 165:25; 167:12  
arbiter 130:13  
Archer 48:5; 51:12;  
62:15; 63:10; 65:24  
area 4:8; 95:14; 42:16;  
91:4; 135:4  
argue 61:20; 98:15;  
106:23; 141:23  
arguing 61:2; 133:17;  
149:19  
argument 129:11; 141:8;  
164:5  
arm 152:25  
Aronson 33:21; 48:4;  
62:16; 63:4, 9; 65:21, 23;  
79:15; 138:20  
around 21:14, 17; 29:2;  
49:15; 60:23; 108:17;  
114:24; 152:25; 154:22  
Arps 163:18  
article 28:8, 23; 29:3;

31:11; 38:9; 43:12, 16, 21,  
25; 44:5, 12, 20; 45:17;  
46:5, 8; 48:7; 65:9; 71:18;  
153:5; 168:2; 11:8; 82:6  
articulated 24:17; 41:3  
ascension 122:18  
aside 79:5; 98:22; 159:17  
aspect 49:24, 8; 90:21  
assembleable 35:21  
assessment 105:6;  
106:12; 122:11  
assets 104:2; 132:24  
assigned 40:25  
assignment 130:13  
associate 6:5, 7, 16; 7:7;  
18:9; 19:23; 27:13; 52:18;  
53:20; 73:8; 86:17; 96:24;  
111:14, 19, 20, 21; 127:8;  
135:15, 19; 64:5; 135:24;  
7:7; 18:13, 16; 19:5, 13;  
41:21; 52:24; 53:10, 18;  
54:4; 73:11, 14, 20; 74:2;  
80:24; 85:19; 95:18;  
97:21; 104:11; 111:18, 24;  
112:10; 126:12, 23; 128:6;  
133:14; 134:9, 10, 12;  
135:8, 17; 137:18  
association 12:9; 20:18;  
128:19; 82:6  
assume 8:11; 13:20;  
19:7; 24:5; 25:2; 28:11;  
57:23; 86:24; 87:23;  
96:11; 125:8; 136:24;  
145:15; 163:22; 12:15;  
13:2; 17:10; 87:2; 121:8  
assuming 48:25; 159:2  
assumption 87:10  
asterisk 35:13  
AT&T 8:4; 15:13; 37:24;  
116:2  
atmosphere 94:10  
attached 29:5; 170:6  
attack 39:20  
attempt 71:8; 51:18;  
70:15  
attend 10:8, 13; 11:19;  
32:7; 50:20; 51:4  
attention 5:12; 28:5;  
45:14; 138:7; 144:8;  
152:24  
attitude 34:20; 99:20  
Attorney 102:12; 6:25;  
17:10  
attract 60:24  
attributed 45:23  
audience 162:23; 163:2,  
19  
aunt 98:13  
Austin 6:13, 15, 19; 7:9,  
18; 10:18; 11:6; 20:18;  
21:23; 31:10, 24; 49:5;  
50:25; 51:25; 52:17; 59:3,  
7; 73:24; 106:10; 109:21;  
120:12, 14; 150:24; 157:3;  
165:10  
authenticity 45:12

authority 23:15, 24; 24:9,  
12; 80:23; 86:24; 87:6;  
110:23; 132:11  
authors 106:11  
available 100:4  
Avenue 3:15; 22:5; 51:7  
average 41:3; 47:17;  
52:20; 59:21, 23  
awarded 83:19  
awards 157:5  
aware 7:23; 12:8; 16:3;  
18:25; 19:2; 23:8, 12; 24:8,  
11; 27:25; 28:6, 8; 33:16;  
35:2, 23; 36:7, 11; 43:12;  
50:4; 62:22; 67:6; 68:13;  
88:9; 100:25; 116:14  
awareness 50:12  
away 40:25; 166:5  
axe 43:6

## B

b)(5 94:25  
BA 3:20, 22  
babies 73:20  
Baby 38:2  
back 21:3; 31:7; 42:3, 20;  
64:3; 72:22, 24; 73:21;  
74:21; 83:4; 86:7; 88:19;  
89:5; 106:20; 109:11;  
124:19; 134:7; 136:2, 3;  
146:8, 10; 147:25; 156:24  
background 15:9; 22:22  
backlog 150:9  
backup 6:21; 20:20  
backwards 115:8  
bad 24:14, 20; 25:3; 39:3;  
47:7; 55:21; 56:2; 142:10;  
155:19; 164:22; 165:12,  
13; 168:3, 6  
badly 146:15  
Baker 10:19  
balance 103:25; 161:13  
banana 134:21  
bang 54:13; 66:6  
bank 72:15; 6:23; 132:19;  
46:22; 68:3  
bankers 62:2  
bankrupt 150:3  
bankruptcy 32:19;  
134:12  
Bar 5:22, 24; 20:18; 82:5;  
128:18  
baron 152:18  
Barr 38:5; 24:14  
base 115:6; 107:16;  
110:2; 164:3  
basically 48:10; 118:10  
basis 17:17; 36:17;  
99:21; 102:8; 113:16  
Battle 22:4, 10, 18; 78:24;  
79:7, 15, 24; 80:3, 10, 13,  
25; 81:3, 8, 16, 20; 109:6,  
14; 124:7; 137:5, 5; 155:20

bawled 94:13; 109:7  
bear 44:25; 129:3; 27:10  
beat 158:19  
became 6:6; 7:4; 8:24;  
12:8, 20; 17:4; 20:13;  
41:24, 24; 43:15; 50:4;  
112:17; 115:4; 122:4;  
135:12; 159:12  
become 6:9; 8:12; 27:11,  
13, 14; 33:13; 50:21;  
62:19; 75:11; 81:2;  
102:13; 126:13; 136:15;  
141:23; 55:7  
becoming 5:21; 8:14  
bees 55:21  
began 7:13; 10:7; 16:19;  
147:23; 157:20  
begin 4:5; 60:20, 22  
beginning 133:22;  
157:15  
behalf 132:9  
behalves 133:18  
behaved 155:24  
behavior 24:14  
behest 9:4  
beings 145:7  
beleaguered 122:24  
belief 58:21; 87:2; 91:9;  
93:16; 122:14; 138:8  
believing 52:3  
bell 47:24; 38:2  
below 41:2; 82:25;  
109:21, 22; 112:14;  
124:20; 155:12  
beneath 145:12  
benefit 34:4; 26:21  
benevolent 165:4  
Berlin 36:6  
Bernstein 33:24; 39:24;  
102:21; 130:10  
best 67:17; 110:19  
bet 75:18; 114:23  
better 57:13; 58:24;  
59:12; 60:11; 76:12, 15;  
138:19; 141:22; 154:7;  
159:12  
betterment 164:23  
bewilderment 166:2  
beyond 47:4, 14; 154:6  
bias 77:24  
big 54:13; 80:19; 83:11;  
96:23; 98:5; 122:6, 7  
bigger 33:14; 74:5  
biggest 57:11, 11; 116:3  
bill 25:4; 37:10; 39:8;  
75:20; 82:16; 150:5;  
24:23; 42:9; 82:21;  
100:14; 40:12, 18; 100:3,  
7, 8, 11; 99:6; 103:18  
billable 82:10; 104:17  
billings 76:18; 100:17;  
101:4; 102:2; 128:24;  
145:23  
Bin 51:20

bind 87:9; 112:11; 86:24;  
87:6  
birthday 50:9, 16; 62:3,  
10, 11; 74:18, 18  
bit 12:7; 51:19; 69:24;  
83:5; 154:6  
bite 166:6  
black 138:17  
Blair 8:6; 13:12, 17; 15:3;  
94:12; 159:15, 18  
Block 113:7  
blow 71:8  
Bob 38:5; 50:21; 57:17;  
121:21, 22; 122:3, 15;  
157:18; 158:4  
body 16:24  
bogies 97:18  
bolt 34:5  
bonus 19:22; 64:2, 3, 5;  
86:17  
book 42:5; 65:17; 103:14  
boom 145:25  
both 79:15; 83:12; 108:3,  
17; 136:22; 161:19  
bottom 14:22; 35:12;  
157:15  
bowl 99:13, 15  
boy 159:25  
bracketed 108:3  
bragging 60:20; 114:2  
branch 11:15; 40:3  
brand 6:7  
breach 168:18  
break 150:19  
breakdown 102:2  
breakout 93:10; 144:14  
brief 13:7; 23:9, 14; 65:6;  
103:10; 105:16; 106:11,  
19; 107:6, 8, 25; 135:2;  
105:23  
Brill 60:17  
brilliantly 22:3  
bring 24:23; 30:5; 40:19;  
124:18; 156:24; 6:12;  
40:9; 73:16; 76:23; 77:2;  
99:3; 136:5  
British 68:2  
broken 37:24; 101:9;  
156:25  
broker 109:7, 5, 6  
Brothers 6:5; 10:15;  
11:3; 14:10; 16:21; 21:2;  
30:8; 61:15; 149:3  
brought 7:8; 8:15; 9:3,  
13; 26:10; 123:24, 25;  
132:14; 166:2  
Brown 6:14; 10:21;  
31:19; 32:15; 59:9; 113:7;  
120:13; 163:17  
Bruce 33:24; 102:21  
buck 54:14  
budget 97:20, 20  
build 40:2; 72:22, 24;  
42:11; 116:2

bulk 17:9  
bump 52:13; 53:3; 98:5  
bunch 122:7; 125:5;  
144:24  
Bureau 165:9  
business 3:12; 15:16;  
20:8; 31:7; 42:14; 43:15;  
61:24, 25; 71:21; 73:11;  
24; 95:13; 109:8; 137:22;  
138:11; 144:14; 151:15;  
159:13; 140:15  
bust 150:14  
busy 42:4  
buy 117:23

**C**

caddy 80:10  
Cain 93:25  
calculation 98:4  
California 38:15; 141:2;  
167:15  
call 57:9; 100:9; 114:14;  
116:24; 18:9; 34:7; 83:9;  
90:12; 134:20, 21; 136:11;  
149:12, 22; 161:3; 114:13;  
153:17  
Cambridge 3:21; 50:24  
came 5:14; 9:21; 13:22;  
16:13, 20; 21:14, 16;  
22:13; 24:18; 38:6; 50:3;  
51:8, 14; 56:11; 70:10;  
73:7; 84:20; 106:20;  
121:6; 129:21; 138:20;  
146:8, 10; 148:9, 10;  
152:24; 155:7, 16; 156:6;  
165:20; 167:19  
Can 5:5, 15; 27:11, 12;  
28:16; 35:15; 36:14, 25;  
45:14; 49:18; 51:23; 58:4;  
59:17, 24; 62:4; 66:18;  
106:22, 23; 107:10, 20;  
108:12; 111:2; 122:23;  
148:14; 153:8, 9; 155:3  
cancer 57:18; 81:5;  
121:22; 122:3  
candidate 57:21, 21  
candidly 40:20  
canvass 128:11  
capable 146:12  
capacity 9:23; 118:21;  
131:21  
capital 103:2; 104:3;  
127:22, 23; 147:10, 18, 21,  
25; 148:3, 7, 15, 16;  
149:25  
car 117:24  
caravan 116:15  
care 18:10; 19:5; 58:4;  
82:11; 83:17  
career 5:16; 10:3; 14:19;  
27:10, 15, 17; 29:24;  
34:24; 66:19; 72:18;  
125:10; 134:18; 144:19  
careful 71:24; 164:8

cars 117:23  
case 11:13, 14; 24:5;  
26:2, 6; 69:3; 98:20;  
106:16; 139:18; 159:18;  
165:18, 19; 77:3; 91:8;  
141:11  
cash 132:25  
center 117:13; 129:20;  
112:6  
Century 71:23  
certain 25:13; 30:10;  
70:19; 83:14, 14; 113:16;  
133:7; 135:16  
certainly 8:11; 9:14;  
15:15; 17:5; 27:4; 34:24;  
42:13; 94:4, 21; 97:9;  
100:12; 110:16; 117:6;  
127:2; 146:14  
certainty 101:17  
certify 170:4  
cetera 25:4  
chaffing 163:13  
chair 18:8; 20:13, 17;  
72:2; 85:21, 25; 86:6; 89:4,  
10, 21; 91:2; 92:17; 95:23;  
98:23; 109:10; 122:4;  
123:2; 124:8; 128:11;  
136:20, 21; 144:12;  
155:10; 160:2; 123:4;  
136:12, 13  
chairman 8:5; 98:11;  
157:17, 19  
challenged 39:6  
chances 52:3  
change 13:3; 50:2; 53:4,  
6; 54:7, 9; 60:22; 64:25;  
71:3; 98:24, 25; 99:2;  
127:18; 133:15; 134:18;  
156:24; 52:9; 53:24;  
57:12; 78:14; 83:9;  
134:24; 141:14; 78:14;  
162:5, 7  
changing 46:11; 48:15;  
63:12; 114:10  
characterization 65:6  
characterized 55:23;  
112:10; 167:6; 168:14  
chargeable 103:24  
chart 100:20  
check 147:7, 13; 148:3, 5,  
8, 18  
check-signing 132:11  
Chicago 6:17; 7:8; 8:10;  
15:24; 17:10, 19; 18:11;  
33:21; 34:8, 20; 37:10, 14;  
38:2; 43:5; 48:19; 51:8, 14;  
52:23; 56:24; 58:16;  
62:18; 67:3; 69:5; 75:22,  
23; 77:18, 20; 79:21;  
80:14, 16, 21; 81:9; 90:14;  
92:12; 96:24; 102:12, 23;  
109:11; 113:5, 24; 115:19;  
117:14, 15; 120:15;  
121:25; 123:13; 124:13;  
129:15; 130:21; 136:5, 25;  
137:11; 138:4; 140:25;  
141:17, 18; 151:17;

159:12; 162:10; 163:4, 6,  
6, 7, 8  
Chief 102:12  
child 28:7  
China 21:5  
choice 135:14; 145:3  
choose 56:25; 150:7  
chosen 84:5; 92:15  
chronologically 18:18  
Chuck 13:16; 54:24;  
71:11; 92:17; 140:4;  
155:8, 12; 157:16, 18, 20;  
158:2; 161:22  
circles 81:17  
Circuit 6:2, 2; 23:10;  
103:11  
circulate 89:4; 86:14  
cities 75:25  
City 6:6; 14:15; 17:2;  
108:9; 117:16; 131:2;  
116:17  
civic 128:19  
claims 165:20  
class 3:22; 32:3  
classic 147:4  
classical 62:5  
classification 75:9  
classmate 33:20; 50:23  
clause 24:9  
cleaned 113:25  
clear 16:9, 15; 29:7; 65:2,  
11, 12  
clearly 21:2; 86:4, 10, 12,  
15; 124:21; 165:3  
clerked 5:18  
client 15:13; 38:17, 25;  
39:15; 42:10; 66:12;  
115:6; 116:3; 129:17, 21;  
40:10; 57:11, 12; 66:13;  
72:13; 74:8, 9; 99:11;  
101:5; 109:9; 113:15;  
128:23; 129:7, 9, 12;  
130:3, 18; 157:7; 161:8;  
166:13  
clinical 48:17  
clinically 41:24  
Clintons 12:9  
clock 113:25  
close 70:7; 81:3; 130:24  
closer 52:19  
closing 130:20  
cloudy 41:13  
clout 81:16  
co-managing 4:15  
coast 38:4  
cocktails 90:16  
cohort 14:22; 61:18;  
35:24; 72:14  
Cole 13:18; 22:16; 33:19;  
50:19, 20; 51:14; 52:8;  
56:22; 57:2, 20; 58:9;  
81:11; 90:25; 92:18;  
101:25; 122:4; 140:5;  
155:12; 157:18; 158:3, 3,

16, 18; 159:4, 9, 9; 122:18  
collaboration 157:21  
colleagues 124:16;  
157:8  
collect 25:4; 76:18;  
150:6; 24:19, 24; 101:4  
collections 66:11; 99:7;  
100:3  
college 3:16, 18, 19;  
61:5; 80:11  
colloquially 91:14  
color 164:4  
column 46:8  
combination 101:17  
coming 9:8; 56:24; 69:16;  
135:8; 139:10; 150:21  
commenced 5:20;  
165:15  
comment 48:14; 107:20,  
24; 113:4  
commission 96:5  
commissioner 120:16  
commit 24:19; 94:9  
Commitments 128:21  
committee 8:7, 8, 16, 16;  
9:5; 11:6, 7; 13:4, 13, 15,  
16; 15:18, 19, 23; 16:4, 5,  
6, 7, 8, 10, 11, 12, 13, 16,  
22; 17:7, 21, 22; 18:6, 9,  
10, 12, 15, 16, 22; 19:6, 7,  
14, 15, 18, 20, 21; 20:6,  
23; 21:8, 11, 16, 18, 19,  
21; 22:3, 6, 9, 25; 23:2, 17,  
25; 24:3; 26:14; 27:19, 23;  
30:21, 22; 31:2, 4, 5;  
33:17, 20, 23; 35:10, 11;  
37:18; 57:3, 4, 6, 14, 23,  
24; 62:19; 63:3; 79:10;  
80:12, 15, 21, 22; 81:12;  
84:2, 3, 7, 8, 9, 10, 11, 12,  
15, 15, 17, 18, 19, 21, 22,  
25; 85:3, 5, 5, 9, 17, 20, 21,  
22, 22; 86:2, 6, 8, 13; 87:7,  
8, 11, 15; 88:10, 11, 13,  
14, 19; 89:3, 4, 6, 8, 9, 11,  
12, 16, 19, 21, 23; 90:20;  
91:10, 17, 18, 18; 92:18;  
93:12, 19; 95:15, 18, 21,  
23; 96:2, 21; 98:9, 11;  
102:23; 103:8; 104:21;  
105:4, 5, 20; 107:9; 108:6,  
19; 109:10, 12, 13, 15, 22,  
23; 111:11, 15, 16, 23, 24,  
25; 112:11, 12, 15, 22, 22,  
23; 115:15, 16, 17, 25;  
116:5, 20; 117:2, 4, 4;  
118:3, 5, 8, 13, 14, 15, 16,  
18, 20, 21, 23, 23; 119:2,  
4, 21, 23; 120:2, 6, 7, 8;  
121:5; 124:9, 11, 13, 19;  
127:9, 10; 128:9, 11, 18,  
20; 129:8; 130:11, 12, 16;  
131:6, 8, 22; 135:18;  
136:3, 17; 137:3, 24;  
138:3, 5, 9, 17, 20; 139:8,  
9, 23; 140:3, 5; 146:23, 23;  
150:7; 152:19; 153:15;  
155:11; 156:22; 157:17,

19; 158:8, 9, 15, 17, 20,  
22, 23, 25, 25; 159:10, 25;  
160:13, 14; 161:14, 14;  
162:2; 165:10; 124:6;  
127:11; 11:10; 19:8, 17;  
20:8; 21:9, 12; 23:6; 84:6;  
85:13, 14, 19; 86:21; 87:5,  
21, 24; 88:7, 8, 25; 90:5;  
115:12; 118:5; 124:14;  
129:9  
common 29:24; 75:8;  
90:4; 117:8; 164:5  
commonly 84:19  
Commonwealth 102:14  
communicate 107:10;  
70:3; 152:2  
communications 29:21;  
152:6  
community 28:11, 12  
company 93:23; 129:17;  
162:5  
comparative 113:25  
compared 104:5  
compassion 26:19;  
169:5  
compassionate 146:8  
compensated 11:2;  
141:22  
compensation 18:9, 12,  
16; 19:5, 13; 25:17; 59:11;  
85:20, 21; 89:8, 9, 11;  
95:18; 101:19; 103:21;  
111:15, 24; 112:11;  
113:10, 12; 127:9; 128:2,  
4, 6, 9; 135:17  
competency 38:14; 39:7,  
13  
competent 37:2  
competitive 162:3  
complain 98:17; 108:12,  
19; 142:11; 74:23; 109:9  
complaint 165:15  
complete 78:13  
completely 59:12  
composed 15:24; 16:24  
composure 70:25  
computer 87:7; 88:10,  
11, 13, 14, 21  
concentrated 20:12;  
106:17, 18  
concern 69:10; 166:7;  
161:8  
conclude 91:11; 162:6  
conditions 88:4  
condolences 29:6  
conduct 24:16; 51:8;  
20:8; 31:22; 90:24; 116:8  
conference 116:7, 24, 13  
confidential 60:19  
conflict 130:15; 129:13  
congratulated 31:21  
congratulating 142:7  
connected 71:17; 81:19  
connection 130:22  
consensus 94:16;



109:17, 20; 110:15, 16, 22;  
111:6, 10, 12, 16, 19, 22;  
112:6, 10, 14, 16  
**consensus-based**  
107:13  
**consent** 9:13; 125:15;  
9:10, 11  
**consequence** 54:22, 25;  
55:2; 112:19; 12:15  
**consider** 6:18; 76:15;  
124:15; 137:19; 77:17, 20;  
141:21; 113:8  
**considerable** 149:17  
**considerably** 47:23  
**consideration** 75:11  
**Consiglia** 38:18  
**consistent** 154:7  
**constant** 160:21  
**constituting** 85:6  
**constructed** 161:21  
**consult** 119:21; 19:8;  
69:12; 123:16; 78:25  
**consultation** 24:2  
**consumer** 60:6  
**contact** 43:9, 11  
**contain** 66:18; 43:16;  
104:2  
**contentious** 41:8  
**context** 36:12; 46:16  
**continually** 113:24  
**continue** 47:14; 154:10;  
157:23; 160:6; 18:23;  
21:20; 22:18; 150:13  
**contract** 47:4; 49:12;  
63:14, 22; 113:18, 22;  
114:13; 147:16; 41:19;  
64:13; 131:24; 132:5  
**contraction** 131:11  
**contrasted** 104:5  
**contribution** 40:13;  
67:19; 105:7; 127:22;  
147:21; 128:23; 147:10,  
18; 148:8, 15, 16  
**control** 108:11; 120:9;  
125:21; 126:2, 8, 11, 16;  
127:6; 128:22; 137:14;  
165:5; 85:9; 118:15;  
138:11  
**conversation** 31:17;  
32:5, 13; 42:18  
**conviction** 160:20  
**copies** 89:25  
**copy** 43:21; 44:4; 78:7,  
13; 89:15  
**core** 59:16  
**corporate** 6:9; 95:14  
**corrections** 170:5  
**correspondence** 17:6,  
13  
**cost** 88:16  
**Coudert** 6:5; 10:15; 11:3;  
14:10, 21; 16:20; 21:2;  
30:7; 58:4; 61:15; 73:7;  
123:21; 124:4; 149:2  
**counsel** 4:20; 8:4; 15:13;

35:14; 41:6; 47:2; 49:8;  
63:13; 64:13; 106:10;  
114:14; 132:16, 21;  
149:20; 152:22; 155:25;  
166:3, 3; 167:20  
**count** 40:22; 114:8;  
27:22; 73:25; 103:23  
**country** 71:5; 74:11  
**couple** 67:5; 117:15  
**course** 14:8, 8; 66:21;  
70:10; 148:13; 156:12, 14,  
15  
**Court** 5:25; 6:2; 23:11;  
28:5; 103:10; 105:23  
**covered** 163:23; 166:17  
**covering** 132:6  
**create** 35:15  
**creating** 36:9; 162:14  
**creation** 162:7  
**creature** 85:3  
**credit** 76:23; 99:6; 140:17  
**criteria** 16:15; 17:3; 25:6  
**critical** 72:9  
**criticism** 67:19; 93:21  
**criticized** 14:17; 42:12  
**cross** 134:7  
**culture** 53:25; 142:8, 9;  
164:21  
**cum** 3:20  
**current** 30:5; 32:14; 58:6;  
160:22; 166:10  
**currently** 4:2  
**curve** 47:24  
**cut** 146:4  
**cutting** 49:10, 24; 147:23  
**cyclical** 34:25; 73:6;  
74:10  
**Cyrus** 144:21

**D**

**damage** 66:19; 49:23  
**damn** 40:21; 114:8  
**danger** 56:20  
**dare** 164:11, 11  
**data** 103:21, 23; 104:2,  
22; 105:15  
**date** 44:6, 10; 50:8; 157:9;  
44:8, 13, 17; 157:7; 5:17  
**Dave** 152:25  
**DAVID** 3:2, 8; 32:18;  
41:10; 44:8; 51:24; 66:5;  
68:19; 170:11  
**day** 24:18; 40:23; 53:2;  
70:19; 155:4, 8; 170:17  
**days** 21:3; 34:22; 115:20,  
23; 122:3; 165:18  
**de-equitization** 45:21  
**de-equitize** 54:10; 47:20;  
55:12; 56:8; 85:24  
**de-equitizing** 114:11  
**dead** 166:24  
**deadwood** 28:24; 34:18;

65:9; 122:25; 162:24  
**deal** 60:14; 69:18; 80:6;  
125:3; 138:7; 39:17  
**dealt** 37:23; 92:4  
**dean** 37:15  
**debate** 12:3; 95:6;  
163:22, 23; 10:16  
**decades** 9:14; 40:21  
**December** 7:12; 35:18;  
63:15; 69:23; 80:4;  
153:18; 154:16; 155:6  
**decided** 23:18; 26:12;  
112:12; 118:19; 138:17;  
154:15, 19  
**deciding** 22:5  
**decision** 14:17; 19:10;  
20:4; 69:13, 16; 70:2; 72:9;  
86:5; 95:7; 107:13, 16;  
110:2, 4, 22, 24; 111:3, 7,  
13; 112:20; 124:5, 7;  
125:21; 128:15; 129:4;  
133:13; 135:10, 22; 136:7;  
17:23, 25; 108:11; 136:8;  
164:16, 17  
**decision-making** 110:13  
**decisive** 22:24  
**decrepit** 162:24  
**deeply** 28:25; 159:18  
**defendants** 166:15  
**defending** 166:15  
**defense** 144:23  
**definitely** 47:3  
**Delb** 85:23  
**delegated** 23:15; 57:15;  
80:22  
**delegating** 23:24  
**delegation** 24:9, 12  
**delivered** 78:13  
**Delp** 154:4  
**demographically**  
164:24  
**demonstrated** 101:18  
**demoted** 75:14; 149:20  
**denial** 43:14  
**dense** 107:23  
**department** 5:21; 6:8;  
16:25; 37:12; 39:23;  
40:17; 41:20; 61:14;  
62:18; 73:15, 22, 23;  
74:14; 77:19; 79:3, 22;  
86:3; 98:23; 136:19;  
138:10, 10; 16:25  
**departmental** 135:7  
**depending** 91:3  
**depressed** 41:25  
**depression** 48:17; 79:8  
**derived** 15:14  
**describe** 36:25; 78:17;  
142:18, 20; 19:16; 28:13;  
72:3; 85:14; 111:9  
**description** 34:19;  
109:24; 12:5  
**designated** 47:2  
**designates** 158:13

**designed** 162:3  
**desire** 11:3; 22:17; 41:14  
**detailed** 28:18  
**details** 7:23; 103:16  
**determination** 127:15  
**determine** 35:9; 157:13;  
109:19  
**determining** 137:17  
**developed** 78:4; 88:5  
**device** 91:23  
**dialogue** 94:23; 95:2  
**dictate** 45:5  
**dictatorship** 165:5  
**die** 27:16  
**died** 29:7; 57:17; 81:5, 10;  
122:3; 159:2  
**difference** 14:24; 48:18;  
123:2; 145:14  
**different** 10:23; 16:24;  
30:17; 52:4; 63:21; 74:14;  
114:21; 137:20; 148:23;  
149:21  
**differently** 64:14  
**difficult** 51:22; 123:13;  
156:14, 17  
**dignified** 156:4  
**dignity** 56:12; 145:12  
**digression** 56:14  
**diminished** 49:23; 72:21  
**dinner** 90:17; 91:12;  
115:25; 128:23  
**direct** 8:18; 32:5; 45:14;  
24:22; 26:13; 67:15; 5:12  
**direction** 9:4; 95:3, 6  
**directly** 147:22  
**disability** 26:21  
**disagree** 45:16, 22;  
161:23  
**disappear** 165:18  
**disappointed** 159:18  
**discharge** 106:16;  
131:15; 46:11; 75:8  
**discharging** 75:7  
**disclosed** 106:13, 13  
**disclosure** 32:10; 105:25  
**discomfort** 29:4  
**discover** 35:12; 75:7  
**discretion** 63:24  
**discrimination** 33:2;  
35:6; 36:16; 74:23;  
162:20; 163:24; 168:10,  
12  
**discuss** 69:17; 88:14;  
110:25; 161:24; 33:4, 6;  
58:23; 85:13; 95:12;  
96:20; 109:19; 117:21, 21;  
127:10, 13; 167:2; 14:12;  
93:12; 111:18  
**discussion** 33:10; 56:17;  
59:14; 71:4; 94:24; 95:2;  
97:19, 23; 114:7; 165:24;  
13:20, 20, 24; 28:9, 16, 19;  
31:14; 32:21; 67:13;  
130:9; 133:12; 135:17

**disease** 30:11  
**disingenuous** 107:6  
**dismay** 33:11  
**dismiss** 43:14; 166:25;  
169:4  
**dissing** 155:25  
**distant** 138:3; 161:7  
**distinction** 14:6; 70:14  
**distribute** 150:8; 79:23;  
139:4; 149:13, 14  
**distribution** 60:2; 96:7;  
119:3; 138:24; 147:15;  
148:11; 151:7  
**District** 102:11  
**disturbing** 28:25  
**divestiture** 131:15  
**divide** 143:11; 13:14;  
55:5  
**dividing** 97:4  
**divine** 83:19  
**dogs** 158:6  
**dollars** 36:13; 60:10;  
144:6, 7, 15; 150:20  
**domestic** 15:25  
**Donald** 86:4  
**done** 21:3; 29:12; 39:16;  
49:19; 69:18; 70:20;  
74:11, 12; 79:14, 21;  
80:17; 99:12; 104:18;  
114:20; 115:3; 142:13, 14;  
158:14; 162:12  
**dots** 81:19  
**double** 54:3  
**doubt** 48:3; 167:5  
**Douglass** 13:16; 54:24;  
71:11; 92:17; 140:4;  
155:7, 8; 157:16; 158:2,  
23; 159:5  
**down** 22:4; 30:18; 41:21;  
45:5; 56:4; 62:14; 91:15;  
101:10; 139:7; 143:24, 25;  
146:4; 150:19; 152:24  
**downgrade** 41:16;  
64:20; 78:8; 81:23; 82:12;  
112:24; 35:4; 36:22, 22,  
24; 40:6; 42:18; 50:6;  
82:17  
**drafts** 89:5  
**dramatic** 164:14  
**dramatically** 41:21;  
53:25  
**draw** 102:18; 148:9  
**drive** 11:4  
**drop** 49:5; 82:10  
**due** 131:25; 137:2  
**duly** 3:3  
**Dunn** 163:18  
**duration** 10:3  
**during** 85:22; 123:6;  
145:24; 153:21; 155:24  
**duty** 168:19

**E**

earlier 55:11; 64:8; 132:11; 154:13  
early 115:23; 154:20, 22  
earn 83:11; 150:22  
easier 134:15  
easily 35:21; 108:13  
east 38:3  
easy 107:9; 108:5, 17  
Eaton 157:16  
economic 105:6; 164:23  
Eden 158:3; 159:15  
Edison 102:14  
EEOC 31:10, 16; 32:24; 43:9; 162:24  
effect 8:15; 32:11; 42:20; 55:4; 77:15; 79:19; 114:15; 115:9; 152:2; 59:12; 58:25  
effective 12:20; 69:23; 140:11  
effectively 94:13; 159:11  
efforts 24:23  
eight 8:10; 18:8; 22:8  
Eighteen 93:3  
either 9:6; 11:9; 23:20; 28:10; 36:21; 67:11; 69:23; 72:25; 88:3; 115:4; 128:18; 138:9; 141:14; 150:19; 159:7; 160:11  
elaborate 46:5  
elderly 8:11; 39:20  
elect 27:23; 137:11; 15:8; 57:22; 58:3; 80:13; 105:17; 119:17  
election 136:16; 15:17; 17:5; 119:17  
element 72:9; 77:22  
Ellis 114:3  
Elroy 37:20; 75:21  
else 4:23; 7:17; 13:10; 33:5; 57:15; 65:4; 68:21; 69:7; 83:23; 114:3, 9; 120:24; 135:19; 136:23; 137:9; 143:10  
elsewhere 105:16; 130:21, 24  
embarrassment 167:6  
emphasis 67:15  
employed 4:2; 31:15  
employee 13:8  
employment 4:5; 6:5; 35:6; 60:21; 78:10; 126:22; 127:15; 163:24  
encouraged 107:14  
end 46:9; 53:2; 96:25; 144:4; 169:7  
ended 25:20; 92:20  
engage 25:5; 42:11; 95:5  
engagement 130:2  
England 20:16  
English 3:14; 4:3, 6, 9,

13, 22; 5:15; 44:17; 46:20; 58:6; 74:3  
enjoy 122:23  
enlarge 95:13  
enough 25:5; 69:9; 83:11; 98:19; 99:18; 113:14; 115:22; 141:7; 142:21; 144:7; 154:19; 163:22  
entered 69:19; 131:19, 24  
Entering 132:5  
entire 27:14; 103:3; 104:8; 111:24  
entirely 120:25  
environment 135:5  
environmental 134:14; 138:18  
episode 79:9; 140:20  
epistolic 9:17  
equal 58:20; 59:9; 109:20; 123:9, 12; 124:16, 20, 22; 109:18, 19, 20; 123:9  
equality 123:7  
equally 43:8; 67:9; 162:4  
equity 23:19; 115:6  
equivalent 103:24  
Esq 70:21  
esquire 70:22  
essentially 157:23  
established 156:18, 21  
estate 4:11; 5:21; 6:7; 7:2; 14:15; 17:15, 18, 19, 21, 23, 24; 18:15; 19:6, 15; 20:13, 15; 22:13; 25:14; 28:21; 29:17; 31:2; 33:7, 12; 35:24; 37:9, 11, 15, 17, 20, 23, 25; 38:14; 39:16; 40:17; 41:19; 42:6, 14; 62:17, 18; 63:3; 72:16; 73:6, 9, 17, 23; 74:4, 10; 75:13, 16, 24; 76:3, 5; 77:7, 18, 19; 78:18; 82:13; 85:20, 25; 86:3; 87:5; 89:18, 21; 95:14, 20, 22; 100:19; 101:7, 11; 109:10; 131:6, 8, 18, 20; 136:18, 20; 142:3; 145:25; 154:15, 18  
even 9:9; 10:21; 17:4; 26:10; 35:21; 47:5, 19; 48:25; 52:21; 54:2, 11; 86:17; 101:7; 102:9; 119:21; 120:10; 125:23; 128:13; 139:5; 146:11; 152:11; 154:21; 163:11; 166:21; 91:13  
event 71:2; 92:11; 121:15; 122:17; 161:25; 91:12; 92:8, 10, 16  
eventually 113:14  
everybody 37:4; 47:8; 57:15; 71:5; 76:2; 114:9; 115:19; 129:6; 133:24; 134:17; 135:6; 152:8  
everyone 75:25; 165:19

everywhere 162:11  
evidence 68:14; 77:24; 117:25  
evidentiary 62:6  
exacerbated 164:25  
exactly 37:8; 41:7; 54:6; 55:6; 56:10; 61:19; 128:10; 130:11; 153:6  
EXAMINATION 3:6; 114:19  
examined 3:5  
example 25:25; 26:18; 88:9; 93:22; 96:4; 105:12, 17; 109:2; 111:15; 123:18; 129:16; 39:5; 68:2; 141:5; 153:25  
exceed 132:2  
excellent 14:18  
except 10:19; 11:16; 14:7; 32:17; 33:24; 59:22; 60:8; 61:11; 64:11; 90:13; 133:13; 138:6; 143:24; 153:25  
excuse 144:16  
executive 8:7, 16; 11:6; 13:15; 15:19, 23; 16:5, 8, 10, 11; 17:7, 22; 23:2, 17, 24; 26:13; 27:19, 23; 30:22; 33:17, 20; 57:14, 23; 80:12, 14, 20, 22; 81:12; 82:5; 84:2, 8, 9, 15, 16, 21, 24; 85:16; 87:15; 89:6, 12, 16, 22; 91:18; 92:17; 104:21; 105:4, 20; 107:9; 108:6, 18; 109:22; 111:11; 112:21; 115:12, 16; 116:5; 117:3; 118:4, 5, 8, 14, 15, 20, 20, 22; 119:21, 23; 120:2, 6; 124:11, 19; 137:24; 138:3, 5, 9, 20; 139:9; 140:4; 146:22; 155:11; 157:19; 158:8, 23, 24; 160:13; 161:14; 162:2  
executor 81:4  
exemption 164:10  
exercise 126:2, 8; 137:15; 125:20; 126:3, 10  
exercising 23:15  
Exhibit 43:24; 44:4, 7, 18  
existence 162:19  
existing 130:18  
exists 119:20  
exit 156:4  
expand 58:13; 20:24  
expansion 6:22; 131:11  
expect 10:12, 10; 53:5; 69:24; 83:2  
expectation 26:25; 27:5; 38:24; 101:23; 81:24  
expel 23:25; 26:4; 30:9; 25:23; 27:6; 105:18  
expenditures 87:4  
expense 103:21, 22; 130:22  
expensive 117:22

experience 21:6; 22:21; 23:4; 25:12, 14; 48:9; 72:25; 73:4  
expertise 58:11  
experts 167:16  
explain 57:15; 115:9; 65:24, 25  
explanation 67:20  
explanatory 12:4  
explicitly 156:13  
express 56:7; 95:10; 123:11; 22:23; 30:2; 64:8; 123:14; 93:20  
expression 80:7; 154:23  
expulsion 10:6; 45:21; 126:6  
extent 56:15; 62:4; 118:8; 127:14

**F**

fact 18:17; 40:6, 20; 75:8; 109:2; 145:9; 160:10; 167:7  
factual 107:17; 110:9  
failed 66:10  
failure 24:14  
fair 98:19; 109:24; 111:25  
fairly 112:9; 141:25; 159:20  
fait 65:5  
fall's 54:21  
familiar 20:7  
family 38:16  
famous 48:15, 18  
far 34:3; 45:19; 81:22; 97:24  
fault 41:22, 23  
fear 56:4  
February 98:5  
Federal 6:2  
feeding 18:10; 19:5  
feel 47:7; 122:21; 136:2  
fees 24:19; 103:18; 150:21, 23  
feet 140:18  
fellow 87:17  
felt 21:6; 47:22, 25; 56:2; 79:13; 137:7; 142:4  
few 15:22; 64:11; 134:19  
fiction 118:15  
fiduciary 168:19  
field 167:19  
fifth 10:22; 53:20, 23  
fight 22:17  
figure 30:25; 59:24; 96:10; 97:16; 117:18; 128:12; 117:20  
figuring 65:20  
filed 23:8; 103:10; 105:23  
final 78:15; 89:2; 130:12  
finally 33:25; 98:3; 124:12

finances 58:12; 60:8  
financial 90:22; 99:25; 103:13, 16; 104:21; 165:2  
financially-related 100:2  
find 107:3, 5  
fine 49:14  
fire 36:12; 40:23; 55:20, 22; 75:10; 86:16; 55:17; 71:13; 72:16, 20; 136:21, 22  
firm 3:13; 5:6, 7; 6:12; 7:18, 22, 25; 8:5; 9:19, 24; 10:5, 20; 11:16, 22; 14:16, 18; 15:4, 22; 16:23; 17:21; 18:8, 12; 19:25; 20:8, 25; 22:14; 23:21; 24:2, 25; 25:11, 16; 26:22; 27:25; 28:2; 30:5, 8; 31:20; 32:14; 33:12; 36:4, 9, 10; 37:3, 12; 38:7; 40:13; 41:3, 11; 46:10; 47:6, 13; 49:17; 52:7, 16, 18; 55:18, 23, 25; 57:5; 58:5, 6, 12, 13, 18; 59:2, 2, 17, 18; 60:7, 9, 11, 24; 61:11; 62:17; 63:2, 11, 13, 19; 64:7; 67:14, 20; 69:22; 70:19; 71:22; 77:21; 79:2; 80:4; 81:13, 17; 82:11; 83:2, 5; 85:2, 8; 87:4, 8, 23; 88:6; 90:24; 91:2, 2; 93:21; 94:13; 95:3, 4, 6, 14; 96:24; 100:22; 102:3, 7; 104:8, 22; 105:3; 109:10; 110:7; 113:24; 116:9; 117:13; 120:12, 15, 20; 121:6; 122:21; 123:3, 10, 24; 125:4; 128:21; 133:22; 134:4; 135:7; 137:6; 138:13, 24; 141:25; 143:3; 144:24; 146:16; 147:4, 7, 11, 20; 148:19; 149:7, 15, 15; 150:3, 7, 13; 151:9, 13, 14, 21; 152:10; 153:6; 154:24; 155:25; 156:7; 157:12, 15, 21; 158:6; 159:11; 160:13, 19; 161:5, 18, 21; 162:11, 18, 20; 163:3; 164:8, 12, 19; 166:10; 167:15; 169:3; 18:4, 5; 19:6; 42:17; 63:24; 65:10; 81:24; 90:21; 92:19; 103:13, 14, 16; 123:3; 125:21; 162:3; 14:9; 21:4; 26:17; 29:9, 15; 30:3, 14; 32:8, 9; 34:5; 39:14; 41:11; 46:21, 24; 49:2; 51:3; 52:18, 22, 23; 58:17, 19; 60:20, 22; 64:9, 9; 68:2; 71:4; 87:21; 113:6, 17; 114:20; 122:9; 123:20; 128:12; 131:13; 137:21; 140:25; 141:2, 3; 142:13; 148:23; 160:22; 163:7, 8, 10  
firmly 160:19  
first 3:3, 22; 6:7; 15:20; 18:7; 29:11; 31:9; 32:18; 38:8, 17; 46:9; 49:12; 50:11; 64:4; 69:21; 70:4,

11; 80:14; 92:7; 111:13;  
114:23; 121:24; 126:18  
**fishing** 37:17  
**fit** 111:9  
**fits** 88:9  
**five** 22:8; 25:22; 33:6;  
35:17; 38:2; 48:22; 49:10;  
57:6; 58:2, 3; 73:9; 76:4, 4;  
91:18; 92:5; 98:22;  
100:23; 118:18; 123:23;  
132:12; 150:17; 151:20;  
158:15; 159:3; 163:6  
**five-year** 48:25  
**fix** 53:9; 54:2  
**flag** 156:3  
**flatteredly** 155:17  
**flea** 166:6  
**flexible** 43:18; 46:12;  
48:6  
**flower** 135:20  
**flowing** 110:12  
**flown** 8:10; 90:15  
**fly** 41:12  
**flying** 156:3  
**fog** 69:25  
**foggiest** 78:5  
**folks** 141:8  
**follow** 20:4; 163:22;  
19:25; 125:24; 8:5; 49:7;  
3:5  
**follow-up** 88:18  
**fooled** 165:2  
**foolish** 162:22  
**footnote** 107:11; 108:2, 3  
**force** 22:9; 26:14; 40:10;  
53:22; 96:5; 22:14; 28:24;  
80:3; 152:10; 156:23  
**forcible** 29:15  
**forecast** 122:20  
**foregoing** 170:3  
**foreign** 7:2; 16:21; 20:12;  
91:5  
**Forest** 3:11  
**forget** 76:17; 93:23;  
162:16  
**forgot** 45:4  
**form** 92:22  
**formal** 134:2, 3, 23;  
162:13  
**formally** 9:10  
**former** 123:20; 155:20  
**forth** 132:25; 134:7  
**forward** 55:24; 68:3;  
107:14; 110:18; 127:12  
**found** 26:17; 140:19; 7:3,  
4  
**foundation** 140:23  
**four** 4:19, 19; 11:21;  
16:18; 22:13; 98:22;  
100:23; 103:25; 146:12;  
160:23; 163:6  
**fourth** 10:21; 35:20;  
53:22; 139:20  
**framed** 30:21

**franchise** 37:22  
**Frank** 22:4, 10; 78:24;  
109:5; 142:12  
**frankly** 66:17; 144:18  
**fraternity** 29:22  
**free** 71:14  
**frequent** 121:5  
**Friday** 90:16  
**friend** 21:22; 81:3, 8;  
6:18; 29:2; 157:8  
**front** 45:6; 52:15; 161:6  
**fruit** 134:22  
**Fulbright** 29:16  
**full** 46:9; 105:24; 114:22;  
146:13; 153:16; 157:23;  
160:6  
**full-time** 103:23  
**function** 18:24; 86:22;  
85:15  
**Furda** 34:8; 75:23  
**furiously** 66:17  
**further** 47:12; 48:14  
**Furthermore** 109:25  
**future** 41:11, 13; 151:11;  
153:4  
**fuzzy** 161:17

## G

**Garrison** 5:19  
**gather** 94:19; 139:11  
**gave** 57:8; 63:5; 79:2;  
132:10  
**gee** 67:4; 167:18  
**general** 15:12; 39:14;  
123:14; 142:4  
**generalist** 18:24  
**generally** 12:10; 37:2;  
64:10; 76:12; 83:2;  
107:15; 110:2; 123:9;  
129:10; 140:16  
**genre** 150:11  
**geographic** 68:25  
**germane** 94:8  
**get-go** 115:8  
**Gibson** 163:18  
**gift** 83:19  
**Giraffe** 116:2  
**given** 10:23; 12:16;  
19:25; 59:19; 63:14, 20;  
64:2; 67:11; 70:16; 79:5;  
83:8; 84:21; 100:24;  
104:14; 105:14; 118:25;  
139:16; 141:13; 152:5;  
159:11; 162:19; 163:21  
**giving** 19:11; 68:17;  
109:8  
**go-away** 166:5  
**goal** 58:13  
**gods** 138:3  
**goes** 45:19; 120:7; 150:4  
**good** 24:21; 37:3; 68:11;  
94:16; 124:3; 151:10;

## H

165:14, 21; 49:23  
**governance** 28:2, 12;  
29:23; 83:4; 95:5; 157:22;  
160:5, 8; 163:21  
**government** 103:5;  
121:7; 140:21  
**graduate** 3:16, 18, 23,  
19, 20, 24; 5:13  
**Gralen** 86:4  
**gratitude** 169:5  
**great** 40:8; 48:15; 108:10;  
128:13; 138:7; 142:9  
**greater** 40:12  
**Greg** 34:8; 75:23  
**grew** 135:13; 141:25;  
144:10; 145:22, 23  
**grievance** 132:5  
**gross** 59:25; 104:7, 13;  
117:20  
**group** 14:15; 17:16, 19;  
22:13; 25:15; 32:19; 35:5,  
17, 24; 37:15, 17; 38:11;  
55:13; 72:14; 75:13, 16;  
76:3, 3, 5; 77:7, 16; 78:18;  
79:21; 82:13; 93:13;  
95:11; 100:19, 21; 101:7,  
11; 111:4; 116:12, 14;  
120:10; 124:15; 126:25;  
127:5; 135:10, 16; 136:4,  
13, 25; 137:3, 8, 11, 20;  
139:3; 141:15; 144:12;  
145:22; 154:15; 159:13;  
163:11, 15, 16; 17:8;  
77:11; 93:10, 11; 128:16;  
134:2, 2, 6, 8, 11, 16, 16;  
135:3; 136:9; 137:12, 15,  
23; 163:9  
**grow** 137:22; 150:13  
**grown** 58:14, 15; 73:15;  
135:5  
**guaranteed** 113:12, 13,  
15; 128:3  
**guess** 27:9; 32:2; 96:13;  
136:18  
**guy** 25:21; 26:20; 77:18;  
104:18, 19; 139:23; 159:8;  
161:16  
**guys** 36:12, 13; 40:5;  
57:7; 82:25; 107:3; 153:7;  
154:7; 158:10; 160:23  
**gypping** 145:10

**haircut** 142:2  
**half** 61:18; 102:19;  
144:15; 150:20; 151:22;  
163:5; 165:22  
**half-hour** 98:14  
**hall** 63:5; 152:24  
**hand** 43:21; 91:25; 92:2;  
99:17; 56:12; 31:6  
**handle** 39:17  
**handsome** 156:9  
**handwriting** 42:23, 24

**hang** 154:22  
**happen** 25:10; 27:2;  
29:8; 47:19; 56:16; 65:25;  
79:17; 97:6, 9; 141:18;  
160:20; 165:23; 11:23;  
22:15; 25:12; 26:5; 27:4, 7;  
29:9, 10, 14; 35:9, 17, 18;  
53:9; 54:17; 56:2; 66:20;  
74:13, 14; 78:22; 79:6;  
80:4, 5; 81:21; 86:2; 92:12;  
93:17; 94:2; 97:12, 24;  
114:5; 122:15, 16; 141:19;  
146:5; 152:20; 154:14, 24;  
27:8; 34:10; 46:19, 20, 23;  
47:18; 64:9; 66:23, 25;  
67:12, 21; 68:18; 70:10;  
72:10  
**happy** 122:22  
**hard** 52:5; 101:2  
**harder** 52:24; 82:24  
**Hastings** 106:10; 167:13,  
14  
**hat** 118:21  
**hatched** 122:12  
**head** 8:7, 8; 13:13; 14:14;  
17:15, 17, 18; 18:20, 22;  
22:11, 12; 26:11; 32:18;  
38:5; 57:19; 62:17; 71:18;  
77:7, 11, 14, 16; 78:17;  
79:3, 11, 20, 22; 81:6;  
99:17; 100:19; 102:22;  
103:23; 124:8; 128:17;  
136:4; 137:3, 8, 15, 20;  
138:10, 10; 140:2, 4;  
152:16; 154:14; 155:20;  
158:21, 22; 159:12;  
160:12, 12, 13, 14; 163:9,  
11, 15; 15:25; 16:24; 17:7;  
19:17; 29:16; 77:14;  
128:15; 136:9, 11, 13, 15;  
137:11, 23; 161:16, 16  
**headlined** 44:14  
**hear** 96:25; 131:4; 59:13;  
127:9; 142:15  
**Hearst** 38:16  
**heart** 40:21; 71:4, 19  
**heavy** 60:25  
**held** 46:17, 18; 51:6;  
83:24; 90:13; 97:19;  
116:9; 119:4; 120:20, 22;  
121:13; 160:19  
**hell** 36:18; 157:4  
**help** 55:15; 104:15;  
129:5; 17:21  
**HENDRICKSON** 3:6;  
43:23; 70:13; 106:20;  
108:4; 122:20; 169:7  
**Henry** 144:21  
**herd** 55:24  
**here's** 56:23; 141:12  
**hereby** 170:3  
**herein** 170:2  
**hierarchy** 155:12  
**higher** 51:3; 59:2; 76:14,  
17, 18; 81:17  
**highest** 15:3; 36:8; 149:6  
**highlight** 90:22

**highly** 11:2; 40:11  
**himself** 140:5  
**hint** 47:12  
**hire** 137:18; 73:18; 74:15;  
78:25; 123:19; 167:12, 15,  
20  
**hiring** 126:21; 127:15  
**historian** 12:10  
**hit** 97:17  
**hold** 31:6; 106:21;  
119:19; 120:23; 83:21;  
105:18; 118:9; 119:16  
**home** 134:23; 135:7;  
139:23  
**honors** 3:22  
**hope** 110:19  
**hopeless** 109:16  
**horse** 112:2  
**hospital** 42:3  
**hospitalized** 42:2  
**hostile** 93:20  
**hot** 91:3  
**hour** 81:25; 166:12;  
24:16; 38:21, 22, 23; 41:5;  
42:8; 61:16; 66:9; 76:14;  
79:20; 82:2, 4, 7, 9, 10;  
100:13, 17, 20; 103:24, 24;  
104:18; 117:19; 145:3;  
146:10  
**hourly** 128:25  
**house** 80:15  
**Howard** 8:3; 13:18; 47:9;  
85:11; 116:8; 121:9;  
152:9, 12  
**huge** 33:12; 145:25;  
163:3, 4  
**human** 139:15; 145:7  
**humiliation** 29:4  
**hundred** 55:9; 151:18  
**hurry-flurry** 151:11  
**hurt** 33:11; 66:8

## I

**idea** 35:7; 53:7; 104:23;  
112:25; 119:19; 121:23;  
88:15; 107:15; 122:8  
**identification** 44:6, 9;  
72:19  
**idiots** 145:6  
**ilk** 113:8  
**ill** 41:24; 146:5, 6  
**immediately** 54:7  
**Impact** 88:3, 6; 127:19  
**implementation** 77:23;  
78:2  
**implemented** 20:2;  
164:8  
**implication** 158:5  
**implying** 94:20  
**import** 117:23  
**importance** 59:16; 96:9  
**important** 16:14; 85:18;



87:5, 8; 98:18; 162:4  
**impossible** 49:3; 105:2  
**improve** 101:20; 162:3;  
59:8; 98:24; 99:3; 115:9  
**inappropriate** 156:2  
**include** 159:5, 4; 157:6  
**including** 10:5; 27:21;  
35:19; 45:20; 61:13; 69:5;  
100:3; 103:17, 17, 21, 23;  
128:24; 131:12  
**income** 6:11; 34:3; 40:19;  
49:6; 54:6; 102:22; 104:8,  
9; 113:25; 114:22; 117:18;  
149:6  
**increase** 14:21; 54:12  
**incrementally** 144:10  
**indeed** 41:4; 49:7; 89:2;  
117:14; 126:17; 128:10  
**indefinitely** 122:10  
**indicate** 8:21; 53:17; 80:7  
**indication** 5:6  
**indirect** 103:6  
**individual** 45:24; 46:14;  
60:13; 91:7; 97:24; 100:4;  
101:10; 105:14; 107:13,  
18; 110:10; 126:7; 136:6;  
126:12  
**industry** 73:6  
**inexorable** 71:21  
**inferred** 34:16; 94:21;  
155:19  
**influence** 125:20; 126:2;  
127:6, 13; 128:13  
**informal** 162:16  
**information** 15:9; 53:16;  
60:5; 66:21; 68:18; 77:5;  
82:20; 86:20; 87:2; 96:17;  
99:25; 100:2; 101:14, 20;  
103:13; 110:12; 139:12;  
155:19  
**initiatives** 107:15  
**inkling** 51:18; 53:8; 62:24  
**inner** 16:22  
**input** 69:13; 107:17;  
110:9; 112:23; 138:23;  
146:17  
**inquire** 8:17  
**inside** 9:16; 28:10, 11  
**insofar** 133:13  
**inspect** 103:14  
**instance** 86:7  
**Instead** 107:17; 114:12  
**instigating** 34:2  
**Institute** 20:14  
**insurance** 166:11, 18  
**integration** 59:10  
**intellectual** 91:5; 135:4  
**intensive** 95:20  
**intention** 6:20  
**interchange** 94:16  
**interest** 22:23; 96:13;  
129:14; 131:18; 20:22;  
80:8; 148:22; 23:5  
**interlocutors** 30:2, 13,

16  
**international** 14:9;  
20:17, 23, 25; 21:7, 21;  
22:3; 79:10; 96:5; 123:16;  
124:9  
**internationally** 28:20  
**interrupt** 43:20  
**interview** 71:12; 126:11;  
139:11; 7:24; 8:9, 10; 14:2;  
71:10; 98:10; 139:22; 7:21  
**intimidation** 94:11  
**into** 16:23; 18:21; 49:12;  
51:14; 58:17; 103:5;  
123:24; 131:19, 24; 132:5;  
135:13; 140:12; 146:17;  
149:10; 150:4; 151:6, 6,  
15; 155:16; 165:3  
**introduced** 14:7; 94:7  
**invent** 123:19; 134:25;  
159:17  
**investigation** 23:9;  
31:10, 16; 32:25; 43:10  
**investment** 7:2; 46:22;  
62:2; 68:3; 132:21, 24  
**investors** 20:12  
**invisible** 99:4  
**invitation** 91:9  
**invited** 6:17; 7:3; 115:24  
**involved** 35:3; 68:22;  
97:7; 111:5  
**involving** 10:5; 23:9  
**isolated** 43:3  
**issue** 10:17; 32:25;  
103:18; 94:25; 96:8;  
107:10; 112:17; 157:25

**J**

**James** 37:14; 62:15;  
75:22  
**Janofski** 106:10  
**January** 4:7; 7:6, 11;  
98:2; 99:10, 16, 22; 139:21  
**Japan** 21:5  
**Japanese** 123:19  
**Japanese-speaking**  
123:22  
**Jaworski** 29:16  
**Jenner** 113:7  
**Jersey** 5:2, 3, 8  
**Jim** 51:12  
**job** 14:20; 25:3, 19, 20;  
38:3; 49:17; 65:13; 66:19;  
79:2, 5; 122:5; 128:10;  
130:11; 156:2; 159:7, 17,  
22, 23; 160:15; 166:23  
**jobs** 165:17  
**John** 120:16  
**join** 7:3, 18; 14:13; 7:5;  
9:19; 23:20; 52:16; 57:5;  
157:18; 158:3; 7:22; 60:7  
**joke** 84:19; 152:11; 165:7  
**joking** 99:16  
**jokingly** 57:9

**journalist's** 65:10  
**judgment** 72:8; 125:20  
**July** 50:20  
**jump** 151:10; 60:23  
**June** 6:4; 50:20  
**junior** 40:16; 61:13;  
104:16; 139:6; 146:11  
**justice** 140:15  
**justification** 153:9

**K**

**keenly** 24:11; 28:8; 33:16  
**keep** 142:21; 55:24  
**Kennedy's** 120:16  
**Kentucky** 154:20  
**kept** 61:14; 111:21;  
142:7; 154:3; 162:12  
**kicked** 26:20; 49:21;  
148:21  
**kid** 141:10  
**kill** 55:23; 40:23  
**kind** 8:22; 42:10; 49:16;  
96:15; 102:25; 104:21;  
112:5; 125:15; 131:25;  
134:22; 153:14, 15;  
165:25  
**Kirkland** 114:2  
**kiss** 63:5  
**knew** 11:14; 15:11; 25:2;  
35:25; 39:17; 48:23, 23;  
52:7; 53:6; 61:15, 16;  
67:10; 97:15, 25; 98:5;  
101:20; 119:25; 120:18;  
129:20; 143:5, 8; 167:13  
**knowing** 36:3; 39:12;  
77:4; 80:9; 101:19; 121:3;  
141:18  
**knowledge** 8:18; 15:20;  
25:13; 26:8; 56:16; 70:9;  
86:20; 125:19; 146:21  
**known** 17:14; 50:13;  
84:19; 91:14  
**knows** 106:18

**L**

**lack** 8:13; 101:17, 18;  
164:17  
**Ladin** 51:20  
**land** 116:16  
**Lane** 3:11  
**language** 106:2  
**large** 16:7; 17:9; 33:12;  
58:15; 76:23; 115:5;  
163:15  
**largely** 15:24; 21:4;  
74:24; 118:3  
**larger** 46:20; 71:22;  
84:15  
**largest** 5:7; 10:20; 14:16;  
15:13, 25; 39:23; 77:19;  
85:11; 87:4; 113:23

**last** 16:18; 33:25; 38:18;  
47:25; 61:23; 65:18;  
72:16; 74:6, 22; 92:6, 14;  
98:21; 144:12; 145:25;  
155:4; 151:13  
**late** 155:21  
**later** 7:9; 11:12; 12:7;  
16:5; 21:21; 25:13; 26:16;  
29:19; 31:8; 64:5; 65:5;  
73:10; 79:4, 15; 102:12;  
122:24; 147:22; 156:25;  
165:18  
**lateral** 60:6, 22, 24;  
141:20  
**laterally** 138:12  
**laterals** 73:16  
**Latin** 6:24  
**laude** 3:20  
**laughed** 32:3; 165:11  
**laughter** 47:9  
**law** 3:23, 24; 5:13; 10:20;  
14:9, 16; 20:25; 21:4;  
24:18; 25:15; 26:17;  
27:12, 25; 29:15; 31:20;  
33:12; 34:5; 37:22; 46:20,  
24; 48:25; 49:17; 50:23;  
51:23; 52:7; 55:25; 58:16;  
60:16, 22; 61:11; 64:9;  
68:2; 71:4, 22; 73:21; 79:2;  
87:4; 95:4; 113:6, 17, 24;  
114:20; 120:15; 131:13;  
135:4; 144:19; 149:16;  
160:21; 162:20; 164:15;  
166:4; 167:21  
**lawsuit** 32:10; 166:2  
**lawyer** 4:11; 24:21, 21;  
28:8, 23; 31:12; 37:21;  
38:9; 39:4; 48:15; 51:24;  
52:14; 60:9, 18; 65:8;  
71:10, 12; 74:4; 96:10;  
136:20; 138:18; 153:5;  
155:14; 160:22; 162:11;  
167:25; 42:13; 129:24;  
7:10; 20:15; 28:21; 38:10,  
11; 145:8; 160:17, 18;  
161:19; 162:8, 14; 166:12  
**lead** 50:25; 56:9; 6:25;  
28:21; 56:23; 133:12  
**leaders** 161:18  
**leadership** 157:21  
**learn** 11:12; 31:9; 100:8;  
9:7; 117:11; 139:13  
**lease** 19:21; 23:17;  
86:16; 18:3; 131:19  
**least** 22:20; 48:2; 52:5;  
66:3; 104:20; 105:4, 20;  
115:17; 116:6; 164:4  
**leave** 14:13; 47:21; 49:4;  
80:2, 3; 141:4; 146:13;  
149:15; 154:13, 21; 41:14  
**leaving** 47:16; 56:3;  
140:19; 141:6; 142:22;  
156:8  
**left** 7:9; 48:22; 49:11;  
53:2; 56:11; 67:3; 73:9, 19,  
20; 82:13; 129:22; 133:21;  
143:15; 150:9; 151:14;

159:2, 3, 4, 11; 167:19  
**legal** 27:15; 28:10, 11;  
29:22; 147:14  
**legitimate** 75:6, 10  
**Leibman** 120:17, 18, 19  
**lending** 37:16; 72:15  
**less** 37:2, 2, 3; 64:4; 87:8;  
128:14; 141:9  
**lesser** 40:18  
**letter** 41:4; 44:7, 16, 22;  
45:7; 46:2; 63:14, 19, 20;  
65:13, 25; 69:19; 70:6, 9,  
11, 16, 20, 22; 74:21; 78:7,  
9; 130:2, 6, 7; 147:17;  
148:2; 157:6; 161:24;  
165:17, 19; 164:12  
**letterhead** 44:17  
**letting** 153:14  
**level** 109:23; 119:24;  
120:6; 124:20; 135:25;  
158:12; 60:5, 5; 113:10  
**Levin** 94:7  
**liabilities** 104:3; 147:6;  
148:17; 166:11  
**liability** 147:8  
**life** 49:10; 88:6; 149:6  
**life-long** 38:7  
**life-time** 37:19; 39:6, 10  
**lifer** 37:12  
**lifestyle** 145:2  
**lifetime** 60:21  
**likely** 34:24; 47:25; 53:21  
**limited** 20:15; 131:12  
**line** 17:17; 161:6; 18:25  
**list** 35:7, 10, 13, 21; 36:2;  
43:3; 124:25; 138:2; 36:21  
**literary** 45:15  
**litigation** 132:8; 134:12,  
13; 135:9  
**little** 83:5; 98:4; 99:13;  
142:5; 154:5; 156:25;  
161:17; 167:23  
**live** 111:2; 151:12;  
168:22; 169:2  
**Lloyd** 99:12  
**LLP** 3:14  
**local** 38:12; 98:11  
**logic** 71:9, 21  
**London** 20:19; 21:5, 25;  
22:2; 115:20  
**long** 54:3; 57:25; 58:7,  
10; 65:18; 99:17; 113:23;  
151:12, 13  
**long-time** 161:20  
**longer** 21:22; 34:21;  
47:25; 49:22; 63:19;  
81:16; 137:6; 147:19;  
149:16  
**look** 25:19; 32:20; 51:23;  
58:24; 74:21; 94:4; 119:9;  
138:19; 39:25; 159:22;  
163:14; 167:21; 14:20;  
109:3; 164:9; 167:5; 60:10  
**Los** 16:2; 37:9, 11; 39:16;  
58:16; 69:8; 75:20; 80:19;

112:4; 117:17; 140:2;  
141:2; 152:17  
**lose** 70:25; 112:7; 141:9  
**losses** 57:16  
**lost** 128:17; 137:5;  
159:23  
**lot** 34:17; 40:12; 46:22;  
47:13; 24; 51:3; 80:23;  
142:2; 145:6; 166:9;  
168:21  
**love** 81:20  
**low** 38:22; 66:10  
**lower** 47:17; 53:18;  
67:24; 119:12; 48:11;  
64:16; 71:5; 72:5  
**lowest** 52:17  
**lowly** 96:24  
**luau** 31:20

**M**

**Maclean** 50:21; 57:17;  
81:4, 5, 5, 10, 15; 121:21;  
122:3, 15; 157:19; 158:18;  
159:2; 121:23; 159:7  
**Madison** 22:5  
**main** 6:6  
**major** 14:9; 34:4; 114:20;  
140:14  
**majority** 105:18; 106:21;  
118:9; 119:16, 19; 120:9  
**makers** 111:13; 112:20  
**makes** 68:10; 70:14;  
104:16, 17  
**making** 19:10; 40:12;  
47:13; 85:16; 88:4; 100:9;  
105:24; 107:13; 110:22;  
114:21; 119:10; 142:5, 12;  
145:10; 148:7; 152:12;  
156:3; 161:5; 169:3  
**malpractice** 24:20; 25:5;  
132:6; 166:16, 17  
**man** 21:23; 22:10, 12, 13;  
31:22; 57:13; 78:24, 25;  
137:4; 145:4; 152:23  
**manage** 80:16; 95:12  
**management** 8:8, 16;  
9:4; 10:23; 11:7; 13:4, 13,  
15; 15:18; 16:6, 7, 12, 13,  
16; 17:22; 18:22; 19:18,  
19, 21; 20:6; 21:16; 30:21;  
33:23; 37:18; 57:3, 4, 6,  
24; 62:19; 80:21; 84:3, 10,  
11, 17, 18, 22; 85:3, 4, 5, 9;  
86:8; 90:20; 91:10, 16, 17;  
92:19; 93:19, 21, 25; 98:8,  
10; 102:23; 103:7; 107:12;  
109:12, 13, 22; 112:12, 14,  
22; 115:12, 15, 17, 25;  
116:20, 25; 117:4; 118:2,  
4, 11, 13, 16, 18, 23;  
119:2, 4; 120:7, 8; 121:5;  
124:6, 10, 13, 18; 129:8;  
130:10, 12, 15; 136:3, 17;  
137:2; 138:17; 139:8, 22;  
140:3; 146:23; 149:11;

150:7; 152:19; 153:15;  
156:22; 157:15, 17; 158:9,  
15, 16, 19, 22; 159:10, 25;  
160:14, 15, 25; 161:14;  
165:5, 10  
**manager** 108:21  
**managing** 22:15; 25:16;  
33:18; 49:20; 50:21, 22;  
51:12; 57:18; 62:14;  
74:15; 78:23; 80:18;  
90:25; 105:5; 108:8, 10,  
17, 20, 22; 109:5; 116:15,  
22; 121:20; 137:7; 138:6;  
160:11  
**mandatory** 46:11; 48:10;  
153:10  
**manipulate** 61:7, 4  
**manipulation** 61:8  
**manual** 45:2  
**many** 4:17; 5:5, 9; 28:25;  
30:14; 39:5; 72:17; 76:4, 5;  
82:12; 91:19; 100:13;  
104:17; 106:21; 107:2;  
114:20; 130:9; 132:13;  
140:17; 143:5; 144:5, 6;  
145:5; 149:23  
**March** 44:8, 13, 17  
**Mark** 21:23; 43:24; 44:11,  
5, 9  
**market** 41:19, 23; 109:3;  
129:3  
**Marovich** 37:14  
**Marovitz** 75:22  
**Martin** 157:17; 158:3, 19,  
21; 159:4, 9, 10, 15, 21  
**match** 46:4  
**material** 106:2  
**mathematics** 55:9  
**matter** 10:4; 23:9; 27:18;  
28:4; 40:7; 55:9; 60:12;  
83:19; 95:5; 107:18;  
110:10; 114:7; 125:22;  
23:5; 10:10; 88:2; 100:10;  
117:21; 125:2  
**Maui** 31:18; 32:16  
**may** 23:22; 38:22, 23;  
41:13; 50:13; 56:9; 62:21,  
21; 72:17; 76:14; 85:7;  
99:4, 14; 107:21; 108:13;  
110:13, 14; 111:14; 113:5;  
116:6; 133:13; 154:12;  
162:22; 168:20  
**maybe** 30:24; 35:20;  
40:4; 47:14; 70:8; 76:8;  
97:17; 99:18; 106:9;  
117:16; 120:5; 150:9;  
154:4, 4; 155:18, 22;  
167:13  
**Mayer** 113:7; 163:17  
**McCarter** 3:13; 4:3, 6, 9,  
13, 21; 5:14; 44:16; 58:5;  
74:3  
**McClain-type** 122:8  
**McKenzie** 10:19  
**mean** 17:24; 74:25;  
100:3; 142:23; 145:22;  
146:2; 162:19; 164:13;

168:5; 46:10  
**meant** 75:5; 132:13;  
133:10; 154:20  
**measured** 145:4  
**measurement** 104:25  
**measures** 162:2  
**meat** 166:24  
**mechanism** 144:23  
**media** 28:6  
**meet** 24:15; 95:21;  
115:18; 116:6, 21; 22:7;  
32:7; 46:16; 50:7, 10, 18,  
19; 51:4, 6, 9, 11, 16, 17;  
53:13; 54:21; 56:15, 18;  
59:6; 62:4, 7, 15, 21; 63:6,  
23; 65:15, 18; 66:3; 67:4,  
20; 68:21; 70:10; 82:2;  
88:13; 90:13, 18; 91:11;  
92:7, 8, 20; 93:6, 7, 8, 12,  
24; 94:5, 12; 95:8, 9, 20;  
96:2; 97:10, 12; 98:8;  
99:10, 15; 111:23; 112:8;  
114:7; 116:8, 11; 121:11,  
17, 24; 122:13; 125:12;  
142:9; 152:11; 165:8, 25;  
167:10, 11  
**meetings** 10:8, 13, 15;  
11:16, 18; 17:11; 31:3;  
38:19; 90:8, 11, 25; 93:4,  
18; 94:23; 95:12, 16; 97:3;  
115:11, 13; 116:9, 18;  
117:14, 15, 17; 161:4  
**member** 5:21, 22, 24;  
16:16; 17:4, 20; 18:11, 21;  
20:22; 21:20; 24:17;  
26:14; 31:19; 32:2, 14;  
37:15; 57:3, 4; 62:19; 63:2;  
80:14; 88:13; 89:3; 96:3;  
98:8, 10; 102:22; 103:7;  
108:18; 109:11, 15; 127:8;  
130:10, 12, 15; 131:6, 22;  
134:4, 6; 139:8, 22; 140:3;  
146:22; 147:19; 153:14;  
158:25; 16:11; 17:7; 19:7;  
27:23; 29:21; 33:17, 24;  
36:8, 10; 37:3, 18; 57:6,  
22, 23; 58:7; 80:20; 84:2,  
10, 16, 17; 85:2, 6; 88:10;  
90:20; 91:16, 17; 107:9;  
108:6; 111:16, 17; 118:12,  
13, 19, 22; 137:10; 166:10  
**membership** 16:12;  
22:24; 24:15  
**memo** 11:23; 12:4; 84:20;  
87:12, 14, 20  
**memorandum** 21:14, 16;  
89:10, 11, 15, 22  
**men** 160:24; 168:21, 21  
**mentally** 146:6, 12  
**mentioned** 22:10; 29:12;  
31:13; 140:22  
**merge** 58:19; 31:20; 38:7  
**merger** 10:21; 32:8, 9;  
58:25; 59:5, 6; 73:24;  
120:13, 14; 131:13  
**message** 163:12  
**met** 13:10; 14:3; 19:8;  
31:20, 23; 38:19; 63:4;

115:17  
**method** 29:22  
**methodologies** 110:22  
**methodology** 142:23,  
24; 143:3  
**miasma** 56:4  
**middle** 55:22  
**might** 10:9; 11:25; 13:8;  
25:18; 30:25; 51:19; 80:8;  
87:25; 102:17; 125:2;  
135:20; 136:3; 139:25;  
140:20, 22, 23; 145:9;  
154:21; 161:10  
**million** 36:13, 14; 39:23;  
51:25; 59:18; 60:10;  
132:3; 144:15; 145:23, 24;  
150:20; 151:22  
**mind** 156:24; 164:14  
**mine** 39:15; 63:25; 73:11;  
144:16  
**minimus** 49:6  
**Minosw** 85:12; 120:16,  
20, 22; 121:4  
**minutes** 65:19, 21; 89:5;  
166:18; 167:3, 10  
**Misleading** 106:5, 6  
**misrepresentation** 48:2  
**misrepresentative**  
106:6  
**mission** 121:7  
**misspelled** 75:3  
**mistake** 122:6; 155:22  
**mistakenly** 41:22  
**mix** 128:3  
**mode** 53:17  
**model** 21:3; 28:2; 40:2  
**modern** 120:12  
**modify** 132:10  
**moment** 115:2; 150:24  
**Monday** 42:4; 116:19, 22  
**money** 33:12; 34:17;  
47:13; 49:7; 83:11; 88:4;  
96:7, 15; 97:4; 102:6, 25;  
122:7, 22; 139:3, 18;  
140:7; 141:12; 142:5;  
144:19, 25; 145:5, 10;  
148:4; 149:9, 18; 150:11;  
151:16; 154:19; 163:9, 10  
**month** 115:20; 15:22;  
18:21; 42:7, 22; 49:12, 13;  
63:17, 23; 116:16; 146:13  
**monthly** 50:19; 51:11;  
88:12; 100:20; 115:18;  
116:6; 117:17  
**moral** 24:16; 70:14;  
110:11  
**morale** 55:22  
**more** 8:11; 9:12; 11:2, 21;  
12:8; 30:18; 34:6, 17;  
36:14; 39:20; 40:12;  
43:18; 46:12; 47:24;  
48:18; 49:7, 25; 52:23, 25,  
25; 61:2, 24; 62:25; 65:17;  
66:18, 23; 77:3; 82:16, 21;  
87:9; 93:11; 98:16; 99:14,

19; 102:19; 107:24; 112:4;  
123:13; 124:22; 139:18;  
140:7; 141:24, 24; 142:5;  
145:6, 11; 162:4; 163:9,  
10; 165:8; 166:9; 167:23  
**morning** 31:22; 62:8;  
63:5; 90:18; 93:23  
**mortgage** 37:16  
**most** 47:15; 48:19; 60:21;  
65:21, 23; 73:11; 76:20;  
88:8; 96:13; 124:7;  
137:23; 138:4; 153:23  
**mother** 98:12  
**mothership** 5:4  
**motion** 43:14  
**mouth** 71:25  
**move** 14:19; 31:8; 80:16;  
79:11; 158:23; 167:22  
**moving** 55:24; 61:25  
**much** 40:9, 12; 49:21;  
52:7, 19, 23; 56:12; 59:22;  
64:14; 68:20; 71:9; 77:3;  
88:4, 16; 98:17; 100:16;  
101:3; 102:6; 104:12, 12;  
119:20; 122:21; 123:5;  
137:14; 140:12; 141:12;  
142:12; 143:8; 145:11, 14;  
146:24; 152:24; 156:14;  
163:20; 166:14  
**multiply** 59:24; 97:16  
**must** 36:4; 92:10; 142:14;  
151:9; 167:16  
**myself** 48:24; 77:17, 20;  
141:21; 162:25

**N**

**nail** 30:18  
**naive** 162:23  
**naively** 62:25; 133:11  
**name** 3:7; 6:14; 32:17,  
18, 20; 38:17, 18; 45:18;  
71:17; 114:13; 119:18;  
132:9; 15:18, 19; 16:11,  
19; 21:23; 76:4; 78:24, 25;  
84:18; 136:17; 137:4, 9;  
158:24; 35:21; 66:22;  
134:5, 24  
**namely** 16:2  
**narrow** 122:19  
**national** 12:8; 17:17;  
38:11; 55:18; 61:9; 77:16,  
21; 136:4  
**nationally** 28:19; 42:15;  
77:8; 137:4  
**natural** 21:7  
**nature** 22:21, 22; 38:25;  
61:24  
**nay** 86:15  
**near** 40:21; 119:10; 154:5  
**necessarily** 55:15;  
76:20; 79:19  
**necessary** 46:7; 106:3,  
22  
**need** 11:3; 41:11; 88:17;



101:19; 136:3; 138:17;  
98:20; 109:14; 166:23;  
137:17  
**negative** 67:18  
**negligence** 164:17  
**negotiate** 64:3; 161:9;  
78:12; 133:23; 146:12;  
155:13; 151:21  
**negotiations** 18:2  
**nerve** 121:4  
**New** 3:4, 11, 14, 15, 15;  
4:16, 18, 22; 5:2, 3, 8, 22;  
6:6, 7, 18, 21; 7:10, 24;  
8:9; 9:23; 13:11, 21, 22;  
14:15; 16:17; 17:16;  
18:13, 23; 20:20; 21:18;  
22:11, 15; 25:15; 26:10,  
12; 33:18; 34:16; 35:20;  
39:15, 24; 40:18; 43:13,  
22; 44:5, 12, 13; 45:17;  
46:18; 47:2, 16; 49:17;  
50:19; 51:3, 5, 11; 52:2,  
20, 22; 56:19; 58:14, 17,  
18; 59:2, 2; 60:17; 62:14,  
20; 63:21; 66:24; 67:2, 5,  
7; 69:2; 73:15; 74:4; 75:13;  
77:9; 78:16, 18, 24; 79:12;  
80:16, 17, 19; 81:6; 82:14;  
88:10, 12; 92:13; 100:19,  
22; 102:24; 109:2, 5;  
111:17, 22; 112:4; 115:21,  
23, 24; 116:16, 17, 22;  
117:12, 16, 18; 124:8;  
126:13; 128:12; 129:7, 9,  
18, 23; 131:2, 22; 132:12;  
134:24; 135:3; 136:19;  
137:7; 138:5; 141:3, 3, 19;  
152:16; 155:5, 6, 8; 159:9,  
22; 165:7  
**Newark** 4:25; 5:2, 3  
**news** 29:11; 61:5; 69:24  
**newspapers** 68:4  
**Newton** 85:12; 120:15  
**next** 8:24; 9:14; 25:22;  
34:22; 35:10, 18; 50:10;  
54:19; 63:16; 150:17  
**nice** 164:20  
**night** 90:16; 97:2  
**nobody** 47:10; 102:24;  
111:10; 118:22; 138:4;  
152:10; 165:20  
**noisily** 58:15  
**nominally** 22:7; 81:8  
**non-office** 16:24  
**non-partner** 55:7  
**nonbillable** 82:8  
**none** 15:11; 23:5; 38:13;  
43:7, 7; 45:13; 66:16;  
100:6  
**nonoperating** 103:22  
**nor** 36:3; 53:8; 128:22  
**normal** 137:19, 21  
**norms** 24:25  
**north** 38:4  
**nose** 70:6  
**Notary** 3:3

**noted** 169:9  
**notice** 44:25  
**notion** 25:6; 39:11;  
40:24; 41:2; 98:9; 109:17;  
159:24; 164:20; 167:18  
**notorious** 154:2  
**notwithstanding** 22:21;  
112:13; 140:24; 168:19  
**nuisance** 166:7  
**number** 7:24, 25; 16:22;  
18:24; 25:21; 35:15, 16;  
37:10; 40:16; 41:8; 44:15,  
18, 19; 51:24; 52:8, 12, 13;  
53:3, 10, 11, 18; 54:4, 5,  
15; 67:2; 76:25; 77:11, 11,  
17, 20; 82:6; 92:18; 94:13;  
103:4; 104:9, 10, 11;  
118:25; 119:11; 127:21;  
132:24; 143:19; 145:5;  
147:22; 149:4; 152:18;  
153:20; 155:11; 156:7;  
159:8, 14, 16; 161:18;  
167:3; 53:7; 54:4; 57:7, 12,  
16; 58:20, 24; 59:3; 60:18;  
61:3, 22; 76:23; 77:2;  
99:22; 104:7, 13; 164:25  
**nutshell** 142:19

**O**

**o'clock** 116:19  
**object** 107:5; 141:15, 16  
**objective** 54:11; 105:6  
**obligations** 131:19  
**oblique** 155:17; 156:9  
**obsession** 60:15  
**occasion** 116:4; 19:24  
**occasionally** 84:20;  
88:12; 129:2  
**occupied** 15:7  
**occur** 10:11; 92:8; 31:18;  
165:11  
**occurring** 164:17  
**October** 92:11, 12, 16;  
121:15; 122:12; 161:25,  
25  
**odd** 167:17  
**off** 49:10, 24; 50:24;  
97:20; 103:19; 104:13;  
113:15; 118:19; 122:2;  
140:21, 22, 23  
**off-the-cuff** 162:15  
**offensive** 49:25  
**offer** 156:11; 163:17;  
60:13; 80:6  
**office** 3:14; 4:16, 18, 22,  
23, 24; 6:6, 19, 20, 21; 7:4,  
6; 9:23; 11:15; 16:17, 21;  
17:16; 18:5, 19, 20, 23;  
20:19, 20, 21, 23; 21:8, 25;  
22:2, 11; 25:17; 26:11, 12;  
31:19; 32:19; 35:20;  
37:21, 24; 40:3; 46:19;  
51:5; 52:2; 57:20; 58:14;  
62:14, 20; 74:5; 75:13, 17;  
77:14, 15; 78:16, 18, 24;

79:12, 18; 80:17; 81:7;  
82:14; 88:11, 12; 94:17;  
98:11; 100:22; 102:22;  
104:24; 105:3; 108:8, 9,  
11, 13, 22, 24; 109:3;  
111:17, 23; 115:18, 22, 23;  
116:22; 117:24; 124:8;  
126:13; 131:23; 135:18;  
139:23; 140:2; 152:16, 17;  
155:4, 5, 6, 7, 16, 20;  
159:12; 160:12; 163:7;  
5:4; 16:2; 39:9, 9, 9; 67:7;  
69:9; 80:18; 90:15; 91:6;  
95:13; 112:2; 130:21, 24;  
131:2, 4; 163:8  
**officers** 30:17; 72:15  
**officially** 5:22; 16:6  
**old** 36:2, 12; 48:24; 72:8,  
22, 24; 74:17; 75:19;  
82:23; 133:20; 141:9;  
153:7; 154:19; 162:18;  
163:13  
**older** 33:7, 24; 35:25;  
55:14; 82:25  
**oldest** 5:7; 37:15  
**Oliver** 99:12  
**omissions** 106:3  
**once** 11:16; 26:19;  
104:14; 115:20; 116:6;  
117:22; 122:23; 133:11;  
139:7; 143:6; 165:7  
**one** 6:24; 7:15, 24; 14:9;  
16:18; 17:3; 20:11; 21:24;  
25:14; 27:6, 11, 12; 30:18;  
31:17; 33:7, 8, 24; 34:7;  
37:22; 38:9; 39:3; 43:24;  
52:19, 20, 21; 55:6, 25;  
57:7; 59:22; 62:25; 71:16,  
16; 73:19; 75:8; 76:10;  
80:23; 82:19; 83:21;  
90:13; 92:25; 93:4, 18;  
94:10; 95:12, 14; 97:8;  
99:11; 103:4, 4, 17; 105:8;  
107:24; 109:8; 116:14;  
120:6; 123:8; 124:11;  
125:7; 129:9; 130:4, 5;  
132:12; 134:4; 135:11, 16;  
139:25; 141:21; 142:6, 10;  
147:17, 20; 148:14, 20;  
150:10; 152:14, 17; 154:2,  
13; 159:6, 16; 160:16, 20,  
21; 161:12, 16, 16, 16;  
165:16  
**one-tenth** 83:16; 107:2;  
119:13; 143:17, 21; 144:4  
**one-time** 116:10  
**ones** 76:11, 13, 21;  
80:20; 134:25; 152:17  
**only** 6:20; 9:16; 20:11, 17;  
26:18; 31:17; 32:5, 12;  
33:19; 34:19; 35:8, 15;  
37:20; 38:19; 39:13;  
45:18; 48:22; 56:17; 57:6;  
58:22; 65:5; 66:2; 73:7, 14;  
74:4; 75:9; 77:17; 81:12;  
83:17; 87:14; 91:17, 25;  
97:11; 102:9; 103:4;  
104:21; 105:19; 113:10,  
21; 116:9; 120:6; 129:12;

130:15; 131:4, 21; 136:19;  
140:9; 142:3; 149:14;  
153:13; 156:5; 159:6;  
165:24; 167:2  
**onto** 22:9  
**opaque** 12:18; 160:9  
**open** 53:13; 95:6; 130:24;  
162:18, 20; 91:4, 6; 130:20  
**operating** 157:25  
**operational** 95:4  
**opinion** 94:10, 16; 95:10;  
110:14, 14, 18; 123:12, 14;  
168:3, 14, 15, 16, 17  
**opportunities** 36:9;  
162:7, 14  
**opportunity** 12:2; 14:14;  
139:17; 140:7, 10  
**opposite** 86:18  
**orange** 134:22; 114:9  
**order** 34:3; 58:18, 23  
**original** 13:6  
**origination** 99:5  
**Orwell** 124:23  
**others** 113:8; 120:2;  
124:22; 135:5; 154:4  
**otherwise** 60:19; 147:15;  
148:11  
**ought** 25:7; 41:18; 71:15;  
95:7; 98:15; 153:7  
**ours** 51:2  
**ourselves** 122:2, 23;  
142:7  
**out** 11:23; 14:19; 22:14;  
26:15, 20; 27:10, 12;  
28:24; 29:12; 30:23, 25;  
34:18; 38:2; 40:11; 41:18;  
42:2; 49:21; 53:22; 56:24;  
59:18, 19, 24; 65:13, 20;  
70:19; 74:8; 76:5; 81:18;  
83:14; 92:4; 94:14; 97:16;  
102:7, 16, 25; 109:7;  
110:15; 115:14; 121:25;  
122:5; 128:12; 133:9;  
135:20; 136:6; 148:9, 10,  
21; 151:17; 152:10, 14;  
153:7; 156:23; 161:16;  
163:8; 167:19  
**out-of-town** 58:16;  
163:10  
**outside** 26:10; 28:10;  
69:4; 77:19; 101:10;  
111:10, 11; 112:23; 127:4  
**over** 16:17; 36:20; 71:4;  
75:25; 80:24; 102:19;  
108:11; 112:7; 124:11;  
125:21; 126:16; 128:22;  
137:14; 144:10; 150:16;  
151:19; 153:20; 158:9  
**over-the-hill** 40:7  
**overall** 22:15; 37:2;  
47:17; 67:24  
**overhead** 103:21  
**overseas** 6:22; 69:9  
**owe** 150:20; 151:22  
**owed** 148:4; 149:17;  
151:18

**own** 14:17; 61:13; 99:21,  
21; 100:6; 101:21; 111:18;  
126:25; 127:5; 128:17;  
129:12; 134:16; 168:15  
**owned** 85:10, 11  
**owner** 103:12  
**owns** 129:18

**P**

**p.m** 169:9  
**page** 43:15; 45:15;  
103:11; 107:25; 108:2;  
157:8; 170:6  
**paid** 61:19, 20; 63:25;  
98:16; 101:4; 128:14;  
133:19, 22; 141:6; 144:8;  
147:25; 148:4; 149:19;  
152:23  
**pain** 67:8  
**panel** 91:13  
**paper** 85:7; 93:23;  
102:16; 132:14; 148:17  
**paradigm** 47:16  
**paragraph** 45:15; 46:7,  
9; 74:22; 75:4; 104:4;  
105:12, 13; 147:17; 162:5  
**paralegal** 7:8; 73:13  
**parallel** 99:24  
**Park** 3:14  
**part** 45:23; 53:25; 63:19;  
64:6, 7; 67:24; 72:6; 93:6,  
7; 94:22; 112:19; 113:12;  
115:7; 116:7; 124:15;  
136:7; 93:8  
**partially** 126:23  
**Participation** 127:25  
**particular** 12:4; 19:23;  
58:11, 13; 130:5; 138:16;  
141:15  
**particularly** 37:6; 112:3;  
124:7  
**partly** 59:6; 113:13;  
144:22  
**partner** 4:4, 12, 15; 6:9,  
10, 13; 7:5; 8:13, 14; 9:2,  
9, 13, 15, 24; 10:15, 25,  
25; 11:9; 12:23; 14:8;  
16:14; 18:19; 20:25;  
21:22; 22:15; 24:24, 25;  
25:2, 7, 11, 14, 15, 16;  
26:4, 13, 15; 27:11, 14, 15,  
17; 30:6, 20; 31:18; 33:19;  
34:8, 12, 12; 35:14, 19;  
37:9, 19; 38:8, 15; 39:16,  
23; 41:7; 44:14, 15; 45:17;  
48:24; 49:21, 22; 50:5, 21,  
22; 51:12; 52:17; 53:6, 20,  
21, 23; 54:18; 56:24;  
57:19; 59:18, 19, 24; 60:7;  
61:15; 62:15, 17; 63:12;  
64:15; 69:22; 70:5, 5; 73:8,  
9, 19; 74:15, 16; 78:23;  
80:24; 81:2; 82:4, 23; 86:3;  
91:2; 97:24; 99:5; 103:4;  
104:16, 16, 25; 105:2, 7,  
14; 106:16, 25; 107:8;

108:5, 7, 8, 10, 18, 20, 22;  
109:5; 110:6; 115:4, 5, 7,  
24; 116:22; 119:9; 121:21;  
123:7; 125:11; 126:7, 18,  
19, 22; 127:18; 133:16;  
135:12, 13; 137:7; 138:6;  
140:19; 141:15, 21; 143:2;  
145:18; 146:11, 21; 149:2,  
7; 150:15; 153:17; 154:14,  
18; 160:11; 161:4; 163:13;  
61:16; 4:17, 19; 5:10; 6:10;  
7:7, 14, 25; 8:12, 23; 9:3,  
10; 10:6; 13:5; 15:3, 8;  
21:24; 23:16, 18, 25; 24:3;  
26:3, 6, 16, 22; 27:6;  
29:14; 30:8, 9, 10; 31:24;  
33:3, 7, 14; 34:2, 4, 10;  
35:3; 39:6, 8, 10, 21;  
40:17; 41:20; 42:6; 43:4;  
45:20, 21; 46:10, 18;  
47:19; 48:4; 50:18, 19;  
51:5, 11; 52:13, 16; 53:11;  
54:5, 10, 14, 15; 55:6, 14,  
17; 57:25; 60:22, 25;  
61:12, 13; 63:2, 13; 65:7;  
66:7, 14; 67:16; 73:10, 13,  
25; 75:24; 76:6, 9, 21, 25;  
80:18; 82:13; 83:3, 21;  
84:5; 87:18, 20; 90:9, 12,  
14; 91:7, 15; 92:5, 8;  
93:14; 94:14; 95:10; 96:8,  
14; 97:6; 100:4; 101:10;  
102:3, 7; 103:12, 15;  
104:10; 105:17, 18, 20;  
106:15, 21; 107:3, 14, 17,  
18; 110:3, 5, 10; 112:14;  
113:2, 9, 11, 19, 19, 22,  
22; 114:11, 13, 21, 22;  
116:10, 11, 15, 20, 20;  
117:9, 11, 15, 18; 118:9;  
119:16, 19, 22, 25; 121:11,  
24; 123:8, 9, 20, 21, 22,  
23; 124:3; 125:11; 126:13;  
128:2; 132:12; 134:9, 11,  
15; 135:23; 139:6; 140:6;  
141:16; 142:8; 146:19, 24;  
147:4; 152:3; 153:20;  
154:2, 9, 13; 156:23;  
162:25; 163:2; 164:25;  
165:8, 25; 167:11

**partners/associates**  
103:25

**partners-associates**  
53:4

**partnership** 9:18, 22;  
10:11; 11:8, 17, 20; 12:19;  
23:16, 21; 24:10, 14, 18;  
26:2; 30:9, 20; 45:18;  
47:18; 49:20, 25; 52:3;  
56:18; 58:20; 86:14;  
96:21; 97:3; 106:23;  
113:9; 115:13; 126:8;  
133:21; 134:20; 147:5;  
151:19; 152:4; 154:17;  
161:3; 164:2, 5, 10;  
168:20; 93:3; 113:7

**passage** 107:20

**passed** 111:16

**past** 42:12; 70:23; 153:4;  
154:10; 161:3

**patent** 8:24

**pattern** 152:7; 157:2

**Paul** 5:18; 6:3; 106:9;  
167:12, 13, 14

**pay** 99:18; 104:12;  
117:23; 138:6; 146:13

**paying** 131:5

**payments** 131:25

**peak** 143:13, 15

**peers** 48:20

**pension** 49:22; 148:21,  
24, 25; 149:9, 10, 11

**people** 5:8; 15:17, 24;  
19:2; 21:15; 22:8; 28:10;  
32:6; 36:21, 23; 37:5, 5;  
38:13; 39:12; 40:10;  
42:17; 43:5; 46:21, 22;  
47:15, 24; 48:19; 51:8;  
53:22; 55:12, 13, 22;  
56:11; 61:6; 64:11; 66:22;  
67:2, 5, 6, 9; 72:17; 75:12;  
76:4, 4, 18; 83:12; 85:10;  
93:9; 95:5; 100:21, 23;  
104:9; 110:23; 111:5, 6,  
11; 118:4; 119:2; 120:10;  
127:3, 7; 132:14; 138:2;  
140:18; 141:7, 22; 142:14;  
144:20, 22; 151:14, 23;  
152:7, 8; 153:23; 154:21;  
160:16; 161:4; 162:18;  
164:22; 165:11, 13;  
166:24; 167:20; 169:4

**per** 54:18; 59:23; 83:14;  
100:14; 144:6, 19

**perceived** 84:25; 93:20;  
113:17; 117:6, 7, 8; 140:16

**percent** 15:17; 27:6;  
52:5; 83:13, 15, 16, 17;  
98:6; 106:15; 107:2, 4;  
119:5, 13; 120:20, 22, 24;  
121:9; 143:17, 22, 24;  
144:4, 6, 7, 8, 11; 145:17;  
149:6; 150:18, 19; 160:18,  
25; 83:18; 85:10, 11;  
106:17, 18, 21; 127:22;  
144:5

**percentage** 83:10, 11, 6,  
22, 24; 105:19; 118:9;  
119:3, 5, 16, 20, 22; 120:3,  
9; 146:18, 25

**perception** 123:6

**performance** 25:6;  
41:14; 64:2; 67:19; 99:21;  
103:17

**performed** 24:23

**performers** 37:3, 7;  
76:12, 15

**performing** 81:23; 85:15

**perhaps** 39:22; 79:8;  
88:16

**peril** 94:19

**period** 5:13; 47:6; 135:5;  
155:24

**periodic** 102:8

**permission** 71:11

**permitted** 102:5

**person** 32:15; 48:15;

128:4; 139:21; 156:7

**personally** 45:8; 123:23;  
154:11; 164:19

**personnel** 127:16;  
128:20; 131:16; 136:6, 7;  
163:5

**perspective** 19:17

**phase-down** 49:18

**Phil** 38:17

**philosophy** 107:12

**phone** 100:9; 116:7

**phrase** 166:5; 14:14

**pick** 12:11; 22:17; 58:10;  
118:3

**picture** 38:8; 43:12

**pie** 34:6; 96:14

**piece** 29:11; 31:12;  
132:14

**pile** 14:23

**pinnacle** 158:10

**pitch** 140:7, 11

**place** 58:7; 60:11, 24;  
97:23; 111:13, 21; 114:12,  
23; 164:20; 165:6

**plaintiff** 31:25

**plan** 35:3; 49:22; 50:12,  
15; 54:23; 55:3; 77:24, 25;  
78:4; 80:5; 90:18; 112:24;  
122:12; 127:19; 133:5, 8,  
9, 11, 16; 148:21, 24, 25;  
149:9, 10, 11; 164:7

**plateaued** 79:17; 144:13

**please** 3:7; 99:14

**pleasure** 85:4

**plot** 95:17

**plus** 18:17; 111:20;  
151:5; 156:19

**poetic** 56:5

**point** 10:19; 38:10; 39:3;  
47:10; 59:8; 79:13; 88:23;  
143:6; 144:2, 3; 147:20;  
83:9; 98:23; 139:10, 12,  
14; 141:24; 143:5, 14, 21;  
145:16; 146:2, 6, 18, 25;  
147:22, 24

**Poke** 51:24

**policies** 160:7

**policy** 16:22; 34:2; 48:6;  
157:24; 162:17

**Polit** 165:9

**political** 58:8; 81:16;  
128:19

**politics** 12:8; 134:14

**portion** 95:9; 169:2;  
112:18

**pose** 55:10

**position** 56:8; 101:21;  
137:6; 162:4; 18:14

**positive** 67:11

**possible** 59:7; 82:18;  
105:10; 119:3, 6, 8; 121:2

**post** 13:4

**poster** 28:7

**potential** 132:2; 164:15

**potter** 153:15

**power** 13:6, 14; 15:14,  
15; 16:9; 19:2, 3; 85:8;  
87:9; 101:22; 110:24;  
111:5, 7; 120:19; 123:5;  
130:14; 132:13; 138:22;  
161:13

**power-point** 90:23

**powerful** 34:12

**practice** 6:24; 17:8, 18;  
20:11; 22:22; 37:16, 22;  
38:6; 40:2; 42:17; 53:17;  
61:25; 72:19, 21; 73:21;  
74:5, 7; 76:3; 77:7, 10;  
79:10; 88:5; 90:5, 21; 91:4;  
93:11; 94:25; 95:11;  
96:23; 98:24; 116:12, 14;  
123:16, 19; 124:9; 128:15;  
133:25; 134:2, 6, 8; 135:3,  
9, 10; 136:9, 25; 137:12,  
14, 23; 139:2; 142:25;  
149:16; 157:23; 160:6;  
29:17; 34:4; 39:21; 60:25;  
131:13

**practicing** 154:10;  
160:17; 161:19

**practised** 144:19

**precipitated** 133:14

**preface** 54:16

**prefer** 154:21, 10

**preference** 125:23

**preparatory** 58:25

**prepared** 14:13; 99:6

**present** 62:6; 67:10;  
164:18; 65:4; 69:15, 18;  
70:2, 23; 71:20

**presentation** 47:23;  
57:8; 90:19; 91:3

**president** 8:4; 15:12;  
38:10; 102:13

**press** 25:24

**pressure** 165:2

**prestige** 39:2

**presume** 19:14

**pretty** 70:7; 146:7

**previous** 97:2, 3

**previously** 130:18

**primary** 18:6; 38:17

**principal** 4:23, 24

**principally** 28:11

**principle** 156:18, 20

**printout** 100:11

**prior** 27:8; 30:8; 31:12;  
47:6; 50:22; 58:5, 23; 82:3;  
102:18; 121:23; 140:20

**private** 49:8

**probable** 57:21

**probably** 11:21; 38:24;  
47:20; 68:12; 75:21;  
112:9; 125:24

**probates** 29:17

**problem** 108:14; 114:25;  
30:12; 109:18; 161:10

**proceeded** 42:5

**process** 7:21, 22; 12:18;

110:13; 111:25

**processor** 45:6

**produced** 76:16; 99:11;  
104:9

**producing** 40:8, 11

**product** 120:14

**production** 76:17

**productivity** 103:22;  
135:24

**profession** 61:23, 25

**professional** 5:16; 14:5;  
42:9; 64:9; 132:6; 168:22;  
169:2

**professionally** 169:4

**profiled** 160:23

**profit** 36:14; 128:3;  
33:14; 52:25; 54:17; 55:5;  
57:16; 59:23, 25; 60:2;  
83:13, 14, 15; 96:7;  
127:25; 138:24; 142:19;  
143:4; 147:5; 149:13

**profitable** 60:21; 61:2;  
104:24, 25; 122:22;  
140:25

**profits-for-partner** 51:2;  
52:14; 54:7; 55:8; 56:18;  
59:8, 15; 60:10, 12;  
113:21; 114:16; 115:10;  
119:11

**profits-per-partners**  
54:12; 59:21

**program** 31:21; 133:3

**projection** 90:23; 97:13

**prominence** 55:19;  
61:23

**prominent** 28:19, 20;  
138:12

**promoted** 127:3

**Property** 20:14; 91:5;  
135:4

**proportionment** 167:7

**proposed** 129:9

**prospects** 58:22

**protected** 35:4; 55:13

**protege** 137:5, 8

**protest** 11:4; 56:9

**provided** 78:8

**prudent** 108:17

**Public** 3:4; 12:18

**publicity** 29:11; 167:24

**publicize** 36:4

**publicly** 29:13

**publish** 60:18; 17:3; 35:8;  
36:7; 42:7; 162:10

**purportedly** 84:14;  
160:17

**purports** 44:16

**pushed** 25:23; 69:20;  
98:22

**put** 56:4; 58:6; 68:3;  
70:22; 71:25; 80:12;  
110:18; 115:2; 124:10, 14;  
137:19; 146:10; 149:10;  
152:25; 164:11; 168:22

putting 136:5  
 puzzles 59:15

---

**Q**

---

Quale 6:14, 15, 23; 7:3;  
 14:7; 18:18, 20  
 quality 129:11, 24  
 quartile 119:13  
 quick 5:15; 53:9; 54:2  
 quiescence 148:13  
 Quilted 116:2  
 quite 16:9; 29:13; 66:17;  
 107:23  
 quits 151:23  
 quotation 45:16; 48:7  
 quoted 46:14; 153:5

**R**

---

race 159:23  
 raise 10:17; 53:10; 54:4;  
 93:25; 97:21; 129:3;  
 102:9; 109:18; 123:17;  
 112:13  
 ran 38:3, 4; 117:5  
 range 46:12  
 rank 58:18; 63:12; 15:3;  
 18:19; 36:8; 61:9  
 rankings 77:10  
 rarely 140:19  
 rate 40:18; 128:13; 100:7,  
 8, 11; 128:25; 129:3; 161:9  
 rather 41:22; 70:11;  
 80:21; 110:24; 117:2;  
 118:5; 129:19; 154:22  
 ratio 52:18; 53:4, 6;  
 103:25  
 re-upped 49:11  
 reach 110:25; 111:12  
 reacting 133:11  
 reaction 101:24  
 read 29:2; 56:19; 60:9;  
 63:23; 68:4; 69:20, 25;  
 91:24; 103:9; 106:19;  
 107:7; 108:2; 124:25;  
 160:22; 170:3; 13:7;  
 70:11, 18; 93:22  
 Reagan's 102:10  
 real 4:11; 5:21; 6:7; 7:2;  
 14:15; 17:15, 17, 19, 20,  
 23, 24; 18:15; 19:6, 15;  
 20:13, 14, 15; 22:12;  
 25:14; 28:21; 29:16; 30:7;  
 31:2; 33:6, 12; 35:24; 37:9,  
 11, 15, 16, 20, 23, 25;  
 38:14; 39:16; 40:17;  
 41:19; 42:6, 13; 49:6;  
 62:17, 18; 63:2; 72:16;  
 73:6, 9, 17, 23; 74:4, 10;  
 75:13, 16, 24; 76:2, 5;  
 77:7, 17, 19; 78:17; 82:13;  
 85:20, 25; 86:3; 87:4;  
 89:18, 21; 95:14, 20, 22;

100:19; 101:7, 10; 109:10;  
 113:9, 19, 21; 131:6, 8, 18,  
 20; 136:18, 20; 142:3;  
 145:25; 154:15, 18;  
 160:18; 167:16  
 reality 148:18  
 realized 9:17; 15:23;  
 79:14, 17; 144:3; 154:6  
 really 20:11; 44:14;  
 48:17, 21; 55:21; 65:11;  
 104:22; 151:5  
 reason 45:2, 22; 52:22;  
 61:7; 66:6; 68:11; 72:6;  
 75:6, 10; 81:7; 164:23;  
 165:14; 66:4; 67:11  
 reasonably 111:25  
 rebuilding 73:22  
 rebuilt 74:7  
 recall 13:19, 23; 66:3, 4  
 receivable 103:19, 20;  
 150:10, 11  
 receive 87:20; 89:25;  
 111:20; 117:18; 154:23;  
 28:5; 39:7; 103:15, 18;  
 147:15; 148:11  
 recently 62:18  
 recession 72:16; 73:17;  
 142:3, 4  
 recognizing 33:11;  
 112:3  
 recollect 32:13  
 recollection 67:11, 17  
 recommend 17:22;  
 126:12; 86:18; 129:22  
 recommendation 80:25;  
 86:8, 12, 23; 87:24;  
 126:17, 18, 19; 127:12;  
 131:9; 18:2; 19:18; 31:3;  
 85:16; 87:11; 88:2; 112:18  
 commendatory 87:6  
 record 125:6, 9; 145:15;  
 103:18, 14  
 recourse 86:19  
 recruit 51:22; 58:22; 95:4  
 recruitment 7:18  
 recurrence 57:18  
 Red 75:18; 114:23  
 reduce 53:11; 54:5;  
 25:18; 71:22; 87:12; 146:7  
 reduction 34:10; 49:19;  
 52:12; 67:13  
 refashioning 64:7  
 refer 108:20; 4:21; 44:12;  
 92:11; 129:15; 162:15;  
 160:10  
 reference 71:19; 160:4  
 referring 43:25; 44:20;  
 94:6; 96:9; 108:21; 133:8  
 reflected 125:8  
 reflects 45:9  
 reform 165:8  
 refunds 148:15  
 refused 130:7  
 regard 40:16; 67:13;  
 97:12; 106:11; 130:23, 25;

131:22; 40:11; 43:13;  
 66:21; 100:3; 104:2;  
 166:11  
 regional 77:13  
 regularly 51:10  
 reinvent 22:2  
 reject 39:11; 40:24; 41:2;  
 134:19; 112:19; 126:20  
 rejection 126:21  
 related 33:2; 77:23, 25;  
 147:22; 151:2; 162:21  
 relationship 130:17;  
 132:19, 21  
 relative 29:6  
 release 25:24  
 relevant 68:18; 113:5  
 relinquish 23:18  
 Relocation 130:20  
 remain 24:25; 8:5; 37:5;  
 76:9, 12; 81:8; 121:6, 8;  
 159:10; 160:16  
 remark 71:8; 92:9; 45:23;  
 133:14  
 remember 32:17, 20;  
 50:8; 86:4; 94:11; 117:12;  
 121:20  
 remove 137:8; 18:20;  
 25:11; 81:6  
 renew 131:9, 9; 47:4, 5;  
 64:13  
 renewable 63:24  
 reoccurrence 121:22  
 repeated 92:16  
 replaced 22:12; 79:16  
 report 16:4; 18:12; 57:9,  
 10; 61:5, 5; 88:20, 20, 22;  
 90:23; 112:9; 117:22;  
 127:12; 17:16; 103:6;  
 19:13; 29:11; 36:8; 84:14;  
 86:13; 88:24; 89:3; 91:5, 7;  
 127:2, 9; 162:10  
 reporter 43:24; 44:11  
 represent 129:22;  
 132:16; 17:2, 2; 104:12  
 representative 16:23  
 reputation 39:14; 66:19;  
 124:4  
 request 22:23  
 required 47:21; 64:19;  
 106:2; 130:2  
 requirement 24:15;  
 147:21  
 requisite 149:4  
 resided 16:10  
 residence 3:9  
 resident 102:23  
 resignation 12:11  
 resolution 129:13  
 resolve 130:14  
 resolving 132:8  
 resources 137:18  
 respect 28:12; 48:20;  
 68:24; 69:11, 13; 86:21;  
 88:2; 112:24; 125:21, 25;

126:9; 127:4, 6; 131:20;  
 145:7; 41:12  
 respectively 157:25  
 responded 92:19  
 response 53:12; 168:4  
 responsibilities 4:14;  
 55:19; 63:22; 148:16  
 responsibility 18:6, 7,  
 15, 17; 83:3; 131:3; 147:6  
 responsible 100:10;  
 135:23; 161:5  
 rest 27:14; 46:6; 66:7;  
 113:16; 149:5; 160:19  
 result 28:25; 56:10; 61:4;  
 91:8  
 resume 14:8  
 retain 141:7; 129:16  
 Retention 132:16  
 retire 27:16; 34:16;  
 46:22; 47:8, 11; 152:10,  
 13; 154:16, 20, 20; 33:25;  
 46:21; 47:3; 81:13; 86:2;  
 149:3, 14; 150:14; 152:7;  
 159:20; 166:22; 150:15  
 retirement 29:15; 34:11;  
 43:18; 46:12; 48:10;  
 64:10, 17; 67:14, 24; 71:3,  
 6; 72:4; 133:3, 10; 151:25;  
 153:10  
 retiring 152:8  
 return 12:6; 102:13;  
 147:19  
 revenue 103:17  
 reverse 156:11, 14  
 review 12:18; 103:15  
 revisions 78:7  
 rewarded 62:2; 111:19;  
 127:3  
 rewrite 70:21  
 rich 34:15  
 RICHARDS 3:2, 8, 10;  
 44:4, 7, 8, 15, 18, 19, 22;  
 68:19; 170:11  
 rid 33:23; 55:14; 122:25;  
 154:7; 162:17  
 Rider 75:18; 114:24  
 Rifkind 5:19  
 right 41:12; 47:15; 54:2;  
 60:3, 4; 61:10; 68:12;  
 84:13; 92:24; 103:14;  
 115:15; 120:4, 18; 125:14,  
 17; 130:4; 137:2; 143:9;  
 146:8; 148:12; 153:6;  
 60:20; 114:2  
 rising 109:4  
 rivals 115:3  
 Robert 137:4  
 role 47:2; 83:25; 160:11  
 Ron 35:19  
 Ronald 152:15  
 room 13:25; 63:7; 69:19;  
 93:14; 104:18, 19; 166:19;  
 164:18  
 rotated 139:24  
 rotating 134:9

rough 140:15  
 roughly 58:20; 59:9  
 round-about 155:18  
 routine 107:19; 110:11  
 Roy 166:20  
 RTC 25:21  
 rubber 118:10  
 Rule 94:25  
 rumors 96:25  
 run 38:2; 51:11; 58:4, 7,  
 10  
 run-through 5:16  
 running 161:4

**S**

---

sabbatical 122:9  
 sad 129:19  
 safe 137:7; 164:10  
 sake 165:17  
 salaries 12:17; 60:17;  
 97:21; 112:3  
 salary 14:21; 55:7; 63:25;  
 141:24  
 same 21:18; 29:10, 12;  
 42:10; 54:6; 55:7; 56:10;  
 59:17; 60:23; 75:4; 86:21,  
 22; 105:16; 108:2, 9, 13;  
 111:21; 114:12; 115:9;  
 148:6, 22; 153:2; 161:24  
 sat 91:15, 19  
 satisfy 25:5  
 Saturday 42:3; 90:18;  
 91:12  
 saw 27:3; 42:23; 65:6, 6,  
 8; 82:20; 88:22; 89:2;  
 101:9; 103:4; 116:6;  
 119:15; 152:8  
 saying 51:20; 64:24;  
 70:15; 105:13, 19; 110:9;  
 127:5; 153:5; 162:21;  
 164:3  
 Scarsdale 3:11  
 schedule 51:10; 95:19;  
 96:3; 59:11  
 school 3:23, 24; 5:14;  
 27:13; 50:23; 60:16; 95:4  
 scientific 30:14  
 scope 68:25  
 Scottsdale 122:2, 6  
 screaming 142:6; 145:6  
 screening 91:23; 92:15  
 script 48:5; 90:17  
 se 144:19  
 seating 91:16  
 Second 6:2; 18:19;  
 45:15; 58:18; 85:23;  
 126:19  
 Secondly 108:16  
 secret 59:12; 61:14  
 Secretary 102:10;  
 140:21; 151:16  
 securities 105:25;



136:25  
**security** 132:25; 137:10  
**seeing** 105:24  
**seem** 54:13; 16:4; 33:18;  
39:2; 120:25; 59:22;  
105:25; 164:4, 13  
**selected** 23:6; 64:24;  
65:3, 4, 11; 66:5; 84:9;  
92:23  
**selection** 21:7; 23:4;  
83:25; 118:11; 130:25;  
22:25  
**self-funding** 148:24  
**selfish** 169:6  
**sell** 48:24; 80:15; 128:25  
**send** 39:15  
**senior** 8:11; 39:21; 62:16,  
25; 82:5; 86:3; 104:16;  
141:21; 152:21  
**sense** 9:6; 29:20; 33:22;  
36:19, 20, 23; 41:15;  
68:11; 97:20; 112:16;  
114:22  
**sent** 11:23; 21:25; 37:11;  
39:8; 78:7  
**sentence** 23:14; 43:16,  
17; 45:25; 46:5, 6; 47:22;  
69:21; 75:5; 107:25;  
161:11, 22  
**separate** 14:3; 115:12;  
149:23; 66:6  
**separately** 14:3; 95:19  
**September** 5:20; 6:19;  
7:5; 23:15; 35:17; 46:17;  
50:7, 15; 62:9; 92:9, 13;  
99:9, 23; 114:6; 152:12  
**series** 136:7; 162:2  
**seriously** 48:3; 167:24  
**serve** 58:2; 99:14; 85:14,  
15, 19  
**service** 34:12; 76:21;  
103:5  
**serving** 57:25; 85:3  
**session** 98:15  
**set** 12:17; 135:16  
**setting** 145:20  
**seven** 41:20; 73:10, 14;  
91:19; 92:5; 118:18  
**seven-member** 158:15  
**Seventh** 23:10; 103:11  
**Several** 20:3; 63:13;  
66:12; 82:3, 5; 85:2; 94:12;  
114:11  
**severely** 41:19  
**shame** 29:5  
**share** 36:14; 114:23;  
147:5, 5; 77:5; 83:13;  
113:15; 142:19; 143:4;  
150:23  
**shareholders** 57:9, 10;  
93:24  
**sharing** 33:10  
**Shearman** 26:17  
**sheets** 104:2  
**shelved** 122:10

**shift** 46:23  
**shimmering** 35:16  
**shock** 70:25; 99:8; 28:25  
**shortly** 159:20  
**shouting** 97:2  
**shoved** 70:6, 9  
**show** 88:21; 117:5;  
100:20; 166:23; 50:24;  
60:25; 156:2; 99:12  
**shown** 170:6  
**shrank** 41:21  
**shuffled** 21:15  
**shunned** 159:16  
**side** 124:15  
**side-bar** 31:13  
**sideways** 79:12  
**Sidley** 6:13, 15, 16, 19;  
7:9, 10, 14, 18; 10:3, 18;  
11:6; 13:7; 14:13; 15:14;  
20:18, 24; 21:23; 23:8, 16;  
26:2, 3, 6; 27:2, 10, 12, 13,  
15; 28:4, 14; 29:13, 23;  
30:19; 31:10, 15, 23;  
33:13; 38:7, 8; 40:4; 45:18;  
48:9; 49:4, 11; 50:25;  
51:25; 52:5, 6, 17; 53:19;  
54:18; 57:24; 59:3, 7, 11;  
61:11, 21; 66:7; 73:12, 24;  
74:6; 76:22; 77:2, 25; 82:8;  
94:9; 96:12; 97:6; 99:4;  
102:16; 103:4, 12, 15;  
106:7, 10; 107:8, 15;  
108:5; 109:21, 25; 110:17;  
111:9; 113:8, 23; 114:8,  
22; 115:8; 120:12, 14;  
125:2; 127:23; 128:2, 7;  
129:25; 130:21; 131:11,  
16, 25; 132:2, 9, 17, 19,  
22, 25; 135:6; 140:20;  
142:20; 145:9; 146:14, 22;  
149:8; 150:24; 153:8, 9,  
21; 157:3; 159:14; 161:2;  
163:16, 16, 23; 164:9;  
165:10; 43:14; 103:10;  
107:12; 127:19; 140:17  
**sign** 9:18; 12:6, 13, 15;  
13:2; 19:21; 41:4; 63:15,  
18, 20; 65:12; 86:16;  
130:6, 8; 132:14; 165:19;  
12:11, 21, 24; 23:17, 21,  
23; 24:8; 68:15; 78:6;  
130:2; 132:15; 12:3, 16;  
165:16  
**signature** 45:2; 11:24  
**significant** 67:2; 69:9;  
125:20; 127:16; 153:19;  
167:3; 169:2  
**Silicone** 97:22  
**similar** 12:12; 29:6  
**similarly** 34:7  
**simply** 147:14  
**simultaneously** 70:17;  
96:4  
**sin** 94:8  
**Singapore** 20:21; 21:25;  
117:23  
**single** 45:19

**sit** 45:5; 67:18; 139:7  
**site** 157:3, 4, 6; 130:25  
**sitting** 139:14  
**situated** 34:8  
**situation** 12:12; 136:8  
**six** 35:18; 42:7, 22; 49:12;  
73:25; 159:3  
**size** 5:6  
**Skadden** 163:7, 18  
**skill** 135:16  
**stated** 20:20  
**sliced** 96:14  
**slight** 94:11  
**slightly** 63:21  
**small** 115:22  
**smaller** 16:8; 84:12;  
93:10  
**so-called** 34:18; 113:18;  
126:23; 127:21  
**social** 91:12; 116:3  
**soften** 71:8; 110:8; 130:6,  
7; 47:22  
**sold** 99:13  
**soldiers** 161:6  
**sole** 85:8  
**solely** 85:4; 160:15  
**solicited** 27:22  
**somebody** 61:17; 92:23;  
93:17; 101:25; 114:3;  
136:23; 137:9; 141:4, 6;  
143:10; 164:9; 99:17  
**somehow** 49:23; 151:2  
**someone** 34:21; 59:6;  
68:5; 108:13  
**someplace** 135:19  
**sometimes** 112:6;  
116:12; 134:24, 24;  
135:20, 21  
**somewhat** 105:22  
**somewhere** 4:23; 16:14;  
119:10  
**Sonnenschein** 29:10, 12  
**soon** 121:6  
**sorry** 4:10; 156:6; 157:9  
**sort** 18:23; 56:17; 62:5;  
67:23; 71:3; 94:23, 24;  
97:23; 117:2, 19; 135:24;  
140:15  
**sought** 14:19; 29:11;  
49:17; 107:18; 112:22;  
113:3  
**Sounds** 30:23  
**soup** 99:13  
**source** 50:12; 85:8;  
108:14  
**south** 38:3  
**souvenirs** 99:11  
**Soviet** 165:9  
**space** 18:5; 109:3  
**spare** 167:6  
**speak** 54:11; 70:5;  
111:10; 72:2; 78:9;  
144:20; 156:23

**special** 4:20; 35:14;  
38:25; 41:6; 47:2; 63:12;  
64:11, 12; 91:3, 7, 8;  
114:14; 149:20; 155:25  
**specialist** 6:23  
**specialization** 4:9  
**specialty** 135:13  
**specific** 20:10; 110:9  
**specifically** 68:3  
**speculate** 94:3  
**speculating** 154:8  
**speech** 71:14  
**spending** 160:24  
**spent** 55:17; 122:6;  
160:17; 166:9  
**spin** 115:2  
**spinner** 33:13  
**spitting** 13:2  
**splitting** 37:25  
**spoke** 36:9; 55:25  
**spoken** 39:13  
**sponte** 26:11  
**spouses** 90:14; 121:25  
**spread** 67:9  
**springboard** 6:21  
**stadium** 91:16  
**staff** 87:4; 102:13  
**stamp** 118:11  
**stand** 92:3; 93:24; 119:10  
**standard** 24:17; 82:23;  
163:4; 82:2; 138:16; 163:4  
**star** 36:5; 91:15; 60:18;  
96:23; 136:18; 146:2  
**start** 37:11; 39:9; 90:16;  
6:18; 60:16; 31:24;  
150:16, 20  
**State** 3:4, 7; 38:5, 11;  
73:3; 139:18; 5:25; 6:25;  
10:20, 22; 14:10, 16;  
20:16; 23:10; 29:2; 52:19;  
71:23  
**statement** 48:12; 100:18;  
107:7; 162:16; 106:4;  
162:13  
**stating** 66:4  
**station** 130:5; 129:23;  
130:3  
**status** 9:22; 15:7; 23:19;  
50:4; 64:25; 126:7;  
127:18; 133:15; 136:14  
**stay** 60:23; 6:3; 64:12;  
149:2  
**steadily** 141:25  
**Stephen** 60:17  
**Sterling** 26:18; 37:6  
**still** 21:17; 31:15, 23;  
58:17; 79:24; 129:21;  
136:21; 149:17; 157:12;  
168:2  
**Stimson** 144:21  
**stood** 92:24; 93:4, 9, 18  
**stop** 120:24; 153:17, 24  
**store** 164:14  
**stories** 142:16

**story** 41:17; 99:15;  
121:19  
**stragglers** 55:23  
**straight** 89:7  
**straighten** 41:12  
**straightforward** 108:15  
**strategic** 157:24; 160:7  
**straw** 30:6  
**street** 163:19  
**strictly** 151:8  
**strip** 154:17  
**strong** 123:4  
**struck** 105:12; 121:21  
**structure** 10:24; 28:13,  
14; 157:22; 160:5, 8;  
161:13  
**stub** 48:25  
**students** 51:23  
**studied** 138:2  
**Stump** 91:14  
**stunned** 66:8  
**style** 106:7  
**subcommittee** 117:3  
**subject** 10:4; 11:18;  
12:18; 27:18; 43:15;  
96:20; 124:25; 125:22;  
170:5  
**submit** 89:10, 11, 22;  
91:20; 89:6, 15; 92:22  
**subordinate** 77:15  
**Subscribed** 170:16  
**subsequence** 54:23  
**substantial** 14:21; 55:4;  
137:16; 138:11  
**substantially** 41:2; 77:3  
**succeeded** 157:16, 18;  
158:2, 4, 18; 159:19  
**successes** 9:17  
**successors** 118:3  
**suddenly** 48:23; 154:6  
**sue** 130:4  
**suggest** 108:12; 35:12;  
43:17; 67:14; 94:15;  
116:25; 121:9; 127:2;  
128:23; 129:18; 155:18;  
94:14; 99:16; 161:12;  
48:7; 108:16; 109:18;  
110:3  
**suggestion** 41:5;  
129:17; 166:6  
**sui** 26:11  
**suits** 166:16  
**summa** 3:20  
**summaries** 19:15  
**summer** 5:18, 19; 6:16;  
41:25  
**supplement** 73:19  
**supplementary** 17:12  
**suppose** 82:24  
**supposedly** 164:8  
**Supreme** 5:25  
**sure** 36:18; 56:6; 61:5, 9;  
68:17; 79:9, 11; 140:9;

142:14; 160:9; 167:13  
**surprise** 42:21; 90:6;  
28:14; 43:8; 68:5; 120:11;  
155:17  
**survey** 28:21; 30:14  
**suspect** 76:24; 140:14;  
151:8; 153:23; 53:8  
**switching** 135:18  
**swore** 79:15  
**sworn** 3:3; 170:16  
**sympathy** 56:7  
**system** 9:16; 11:4; 14:22;  
61:18; 76:22; 92:15;  
101:19; 110:17; 115:7;  
129:25; 88:16, 17

## T

**table** 163:17; 50:25; 61:9  
**tabulated** 27:22  
**talk** 56:25; 71:15; 91:8;  
94:17; 95:21; 139:19;  
148:14; 155:14; 166:12,  
24; 26:16; 43:5; 69:12;  
77:22; 151:16; 161:3;  
166:3; 15:10; 30:15;  
41:10; 48:4; 52:11; 55:11;  
56:22; 65:9, 22, 23; 72:4;  
94:24; 104:4, 6, 7; 134:8,  
9; 160:8; 162:12, 13;  
167:20; 135:2  
**tallied** 125:12  
**tank** 42:15  
**target** 50:14  
**task** 109:16  
**tax** 38:6; 117:23; 137:3, 8;  
150:18  
**taxation** 38:12  
**taxes** 148:2  
**teach** 140:23; 144:20  
**telegraphed** 121:16  
**telephone** 116:13, 19, 23  
**television** 129:23  
**telling** 68:8, 14; 85:6;  
160:2  
**ten** 8:11; 22:8; 52:18;  
57:11, 19; 145:23  
**tense** 70:24  
**tenure** 18:21; 123:7;  
153:21  
**term** 164:6; 6:11; 14:5;  
17:4; 22:20; 25:5; 36:9;  
47:7; 88:6, 15; 95:3;  
105:22, 23, 24; 113:25;  
123:7; 137:17; 148:18;  
163:5; 164:25  
**terminated** 34:23; 37:13,  
19; 39:10; 40:5; 50:5  
**termination** 33:2;  
126:22; 130:17  
**terrible** 168:18  
**terrified** 34:13  
**testified** 3:5; 168:9  
**testify** 39:25

**testimony** 89:14; 170:3  
**theme** 162:6, 9  
**therapy** 48:16  
**thereafter** 10:9  
**therefore** 7:11; 8:14;  
16:20; 20:16; 25:18;  
33:15; 40:19; 41:8; 42:8;  
59:10; 64:12; 74:7; 75:9;  
76:22, 24; 77:16; 92:7;  
97:15; 106:11; 108:12;  
135:22; 138:16; 141:22;  
142:11; 154:16; 155:11  
**thinking** 24:7; 25:9; 34:9;  
42:20; 52:4; 60:6; 66:18;  
72:8; 125:2; 131:5; 165:3  
**third** 7:7; 35:19; 46:8;  
51:7; 74:12; 119:12;  
139:20  
**Thomas** 13:17  
**though** 86:17; 110:10;  
128:13; 133:21; 146:11;  
166:16  
**thought** 12:7; 24:13;  
25:25; 38:23; 40:20;  
41:22; 61:17; 62:25;  
72:12, 21; 98:3; 102:17;  
114:6, 8; 118:22; 119:12,  
15, 17; 120:23; 123:11, 12;  
124:2; 133:10; 145:11;  
146:7; 167:8, 14, 16  
**thousands** 151:18  
**threatening** 34:5  
**three** 11:21; 13:24; 16:18;  
25:21; 41:20, 21; 42:2;  
52:21; 55:6; 63:7, 16;  
73:13, 25; 75:25; 77:11;  
80:19; 82:15; 103:22;  
115:20; 116:16; 122:2;  
137:20; 145:22; 160:23;  
166:15, 18; 167:2, 10  
**three-day** 95:19; 112:8  
**throughout** 46:24  
**throw** 153:7  
**thrown** 70:19  
**thus** 7:4; 86:10  
**tied** 6:10  
**ties** 161:8  
**times** 11:22; 14:3; 20:3;  
43:13, 22; 44:5, 12, 13;  
45:17; 97:16; 102:19;  
117:16  
**title** 48:16; 50:2; 63:21  
**today** 26:9; 67:18  
**together** 18:14  
**told** 8:12; 19:20, 22;  
25:17; 46:10, 25; 48:9;  
50:9; 62:16, 20; 63:3, 11,  
18; 65:16; 66:9, 10, 11;  
68:20, 24; 79:16; 83:20;  
84:22; 98:2; 99:22; 115:4;  
118:23; 120:19; 123:25;  
139:9, 15; 143:6, 12;  
152:20, 20; 156:13;  
159:19  
**tolerated** 39:2  
**Tom** 22:16; 33:19; 50:19;  
53:3; 57:2; 90:25; 122:4;

140:5; 157:18, 20; 158:3,  
3; 161:22  
**tomorrow** 26:9; 150:3  
**took** 6:4; 65:21; 76:2;  
79:4; 99:15; 102:7;  
114:17; 122:2; 142:2;  
155:23; 156:9; 159:23;  
166:18  
**tools** 137:21  
**top** 52:18; 91:20; 158:6  
**top-down** 165:4  
**topic** 33:5; 62:21, 24;  
87:8; 96:12; 95:23  
**totally** 12:17; 19:12  
**town** 51:14; 113:6;  
114:10; 163:8  
**Trade** 129:20  
**trading** 112:2  
**tradition** 53:19; 57:25;  
161:20  
**traditional** 53:17  
**Traditionally** 13:14;  
113:5; 123:4  
**transcript** 170:5  
**Transportation** 140:22;  
151:17  
**travel** 18:11; 102:24  
**Treasury** 102:11  
**treated** 9:15; 64:14; 68:6;  
99:9; 133:20  
**treatment** 39:7; 150:15  
**trend** 64:8, 16; 67:24;  
72:6  
**Tribune** 129:17, 21;  
162:10  
**tribute** 155:23  
**tried** 33:13; 70:25; 105:8,  
9  
**Trienens** 8:3, 7; 13:10,  
12, 18; 14:4; 15:2, 12;  
47:9; 80:11, 12; 81:15;  
85:11; 116:8; 120:21, 21;  
152:9; 153:13, 25  
**trooper** 146:9  
**Trost** 35:19; 152:15;  
153:14; 154:2, 3  
**trouble** 65:20; 166:14;  
48:21  
**true** 40:15; 51:22; 66:16;  
72:18; 78:13; 110:5, 6;  
120:12; 170:4  
**trust** 29:17; 79:7  
**try** 53:22; 62:5; 105:9;  
110:25; 125:5  
**trying** 29:19; 48:24;  
123:19; 157:13  
**tune** 119:18  
**turn** 116:17; 40:25; 69:20;  
163:25  
**twice** 30:6; 52:7; 74:11  
**Twist** 99:13  
**two** 7:6, 7, 25; 9:14;  
11:21; 14:9; 15:25; 16:19;  
18:14, 24; 21:24; 32:8, 9,  
12; 37:10; 40:21; 42:5;

46:18; 51:25; 52:20;  
57:21; 60:5, 5; 73:10; 74:6;  
77:11, 17, 20; 85:18; 87:3,  
5; 92:18; 94:13; 102:19;  
103:20; 107:4; 116:15;  
123:20, 21; 124:14; 134:6;  
155:11; 156:7; 158:6, 10;  
159:8, 14; 161:12, 18, 18;  
162:5  
**two-hour** 116:23  
**two-tier** 113:6  
**type** 90:23; 121:7; 45:8  
**typical** 106:7, 9

## U

**U.S.** 7:2; 20:12; 61:4;  
102:11; 103:10  
**ultimate** 135:10  
**ultimately** 20:13; 27:16;  
78:6  
**unanimous** 125:15  
**unaware** 8:13; 13:6; 79:4  
**unbilled** 103:20  
**under** 35:5; 70:6; 74:14;  
76:10, 22; 127:19; 131:25;  
133:7, 20; 151:18; 157:22;  
160:4  
**underlying** 162:6  
**understood** 12:19; 16:5;  
25:22; 36:11, 15; 57:13;  
69:4; 71:20; 79:14; 86:10,  
12, 15, 19; 91:22; 124:24;  
165:4  
**unhappy** 66:12, 13;  
98:16; 108:25  
**uniformly** 36:25  
**unique** 29:24  
**unit** 83:14; 97:13, 14;  
98:3; 143:7; 151:3; 5:25;  
6:25; 10:20, 22; 14:10, 16;  
20:16; 23:10; 29:2; 52:19;  
71:22; 83:7, 9, 13, 18, 19,  
20; 97:15, 25; 98:25; 99:2;  
113:16; 127:21; 139:10;  
144:6, 9, 9, 13; 151:3  
**universe** 99:24  
**University** 3:21; 33:21  
**unknown** 14:6  
**unless** 23:5; 26:20;  
27:18; 38:6; 39:17; 47:9;  
125:6; 142:25; 151:11, 12  
**unnamed** 46:15  
**unpleasant** 12:16  
**unproductive** 65:7;  
99:24  
**unprofitable** 99:23  
**untouched** 37:5  
**unusual** 28:15; 105:22  
**unworthy** 166:13  
**up** 12:12; 31:6; 32:20;  
88:20; 95:24; 110:12;  
111:16; 115:10; 146:2;  
158:24  
**upon** 24:15; 79:20

**upstairs** 131:10  
**upward** 16:4  
**use** 70:8; 109:4, 6; 140:6;  
166:5  
**used** 35:13; 39:22; 40:4,  
6; 105:24; 138:14; 148:17;  
152:16; 160:3  
**using** 101:20; 111:14  
**usual** 150:15  
**usually** 128:14; 129:4

## V

**vaguely** 16:3  
**Valley** 97:22  
**value** 61:8; 97:14;  
144:11; 151:3  
**Vance** 144:21  
**variation** 113:11  
**various** 12:5; 90:19, 20;  
95:13; 113:10; 121:7;  
131:2  
**vehemently** 45:22  
**vention** 78:15, 14  
**vested** 149:5  
**vetting** 14:5  
**viable** 37:2  
**vice** 8:4; 15:12  
**vicious** 164:21  
**videotape** 116:7  
**view** 28:15; 36:16; 45:9;  
72:23; 73:3; 118:2, 7;  
168:9; 140:2; 86:14;  
107:10  
**violation** 164:15  
**Virginia** 33:21; 62:16, 22  
**Virtually** 21:10; 35:25;  
49:2; 51:4; 70:16  
**visible** 123:15  
**vision** 34:21; 123:3  
**vividly** 86:5  
**voluntarily** 133:22  
**vote** 8:14, 15, 22, 25;  
9:10; 10:4, 16; 26:7, 18;  
27:17, 21; 30:3, 6, 6, 7, 19,  
24; 32:9; 49:19, 25; 84:22;  
105:21; 107:16; 110:3, 5;  
121:9; 125:16; 126:8, 14;  
158:18; 9:2; 26:4, 23, 24,  
24; 30:8; 32:8; 59:5;  
118:10; 125:7, 9; 126:10;  
140:18; 158:17; 10:10, 12;  
16:23; 109:20; 125:12  
**voteless** 57:10  
**voting** 29:24; 45:19;  
110:25  
**vulnerable** 33:15

## W

**Wagner** 37:10; 39:8;  
75:20  
**wait** 49:15; 133:19

waived 153:10, 13;  
165:20  
waiver 153:25  
walking 22:4  
wall 42:23, 25  
war 161:7  
Warner 94:4  
warranted 64:2  
Washington 16:2; 31:19;  
32:19; 37:21, 23; 38:3, 4;  
57:20; 69:8; 75:21; 80:19;  
166:21  
waste 122:7  
watched 143:23; 144:9;  
165:23  
way 11:22; 12:16; 20:7;  
22:9, 9; 34:18; 35:8, 11;  
36:3; 37:13; 40:9; 53:9;  
62:6; 64:23; 68:6; 72:3;  
73:2; 77:4; 82:19; 86:11,  
22; 87:3; 91:25; 92:3;  
95:25; 96:5; 97:8; 99:16;  
105:14; 110:15, 18; 114:9,  
21; 115:6; 117:24; 118:17;  
120:7; 121:3; 122:21;  
125:13; 137:19; 141:17;  
146:24; 147:15; 155:18;  
156:2, 10  
weaker 34:3  
wear 161:8  
Web 157:3, 4, 6  
Weber 99:12  
week 40:23; 139:20, 21;  
42:2; 97:3  
weekly 115:17  
Weil 79:2, 4  
weird 167:15  
Weiss 5:18; 6:3  
welcome 69:24  
weren't 37:6; 40:7, 9;  
47:20; 65:2; 69:9, 16; 97:6;  
134:19, 20; 139:14; 141:6;  
163:11  
Wharton 5:19  
What's 52:10; 72:10;  
73:5; 106:13, 13; 160:4, 7;  
168:16  
whatsoever 105:6;  
112:13; 127:6  
whenever 86:5  
where's 144:16  
whereas 54:5; 56:10  
White 8:6; 13:12, 17;  
14:4; 94:12; 159:15, 18  
who's 59:19; 105:4;  
159:25; 164:13  
whole 29:23; 104:22;  
109:17; 112:19; 144:24;  
164:24  
whose 39:21; 124:5;  
130:11; 160:14  
widely 91:22  
Wilbur 85:23  
Williams 120:17, 18  
willing 146:14, 15

win 112:7  
wind 13:3  
winner 159:7  
wisdom 117:6, 7, 8  
wish 25:19; 47:14; 58:21;  
109:4  
withdraw 30:11; 69:22;  
70:24  
withdrawal 127:23  
within 24:25; 31:4, 5;  
37:16; 61:22; 63:16;  
79:12, 17; 85:8; 108:11;  
119:20; 120:10; 126:13,  
25; 134:4; 135:7, 18;  
137:6; 138:12; 139:2;  
158:14; 163:16  
without 11:8; 23:4; 24:2;  
39:12; 49:19, 24; 73:16;  
78:25; 90:14; 105:13, 19;  
112:19; 169:5, 5  
witness 170:2  
Wolff 37:20; 75:21;  
166:20  
woman 33:19; 73:20;  
138:12, 18, 19; 145:4  
won 157:5; 159:9  
wonder 141:10; 120:5  
wonderfully 65:2  
Wood 6:14; 10:21; 31:19;  
32:15; 59:9; 120:13  
Wootton 137:4  
word 45:6; 65:10, 10;  
70:8; 75:3; 115:14; 122:5;  
24:20; 68:4; 71:25; 84:24;  
85:7; 108:24; 124:23;  
138:14; 158:16  
work 9:23; 19:10, 15;  
24:18, 21, 23; 27:14;  
38:15; 39:16; 40:8, 25;  
42:4, 12, 13; 48:22; 49:18,  
18; 52:4, 24; 58:9; 66:14;  
88:19; 145:3; 146:16;  
156:3; 6:15; 25:21; 57:16;  
82:3, 4, 7; 87:3; 100:21,  
23; 109:8; 115:6; 135:20;  
150:5; 6:8; 41:6, 7; 48:5;  
49:10; 61:18; 73:8; 81:9;  
82:24; 88:3; 100:10;  
101:2, 2; 153:16, 24;  
50:13; 118:17; 122:18;  
161:15  
worker 55:20  
world 28:22; 46:20, 24;  
61:5; 71:5; 129:20  
worried 32:4; 34:22;  
49:5; 50:24; 52:8; 53:7  
worth 98:3; 143:7  
wounded 166:21  
WPIX 129:18  
wrapped 164:19  
write 42:5; 45:6; 65:17;  
147:7, 13; 148:3, 8; 165:22  
writing 87:12  
written 19:13, 14; 91:20;  
92:22; 103:19; 148:5  
wrong 168:7, 13

wrote 82:6; 104:12;  
127:2; 148:18, 20

---

**X**

---

xerox 43:21

---

**Y**

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Yale 3:19, 24; 5:13  
yea 86:14  
year 10:8; 11:16; 21:8,  
10, 15; 33:25; 37:17; 41:5;  
49:7, 9; 53:21, 23; 54:19;  
59:19; 63:16; 64:4, 5; 79:4;  
82:7, 23; 83:9, 10, 20;  
90:13; 96:25; 97:25; 98:7,  
21, 21; 100:14; 102:18, 20;  
104:15; 117:16; 121:23;  
122:24; 139:7, 10, 25;  
140:3, 5; 141:9, 13; 142:5,  
8; 143:6; 144:5, 11, 15;  
145:3; 150:21; 159:11;  
163:13; 165:22; 166:22;  
6:17; 7:9; 8:6, 25; 11:22;  
16:17, 18; 18:8; 22:13;  
25:22; 27:7; 46:21; 48:22;  
49:10; 55:17; 57:19; 58:2,  
3, 9; 61:24; 73:9; 74:6;  
82:3, 8; 85:22; 90:24;  
92:25; 93:3; 94:12; 98:22;  
103:3; 106:25; 110:6;  
115:3; 119:9; 123:23;  
132:13; 133:20; 141:20;  
144:10, 12; 149:4; 150:17,  
22; 151:10, 20; 154:19;  
163:14  
yelling 97:2  
yellow 36:5  
yield 61:4  
York 3:4, 11, 14, 15, 15;  
4:16, 18, 22; 5:22; 6:6, 18,  
21; 7:10, 24; 8:9; 9:23;  
13:11, 21, 22; 14:15;  
16:17; 17:16; 18:13, 23;  
20:20; 22:11; 25:15;  
26:10, 12; 35:20; 39:15,  
24; 40:18; 43:13, 22; 44:5,  
12, 13; 45:17; 46:18;  
50:19; 51:3, 5, 11; 52:2,  
20, 22; 56:19; 58:14, 17,  
18; 59:2, 2; 60:17; 62:14,  
20; 66:24; 67:2, 5, 7; 69:2;  
73:15; 74:4; 75:13; 77:9;  
78:16, 18, 24; 79:12;  
80:16, 17, 19; 81:6; 82:14;  
88:10, 12; 92:13; 100:19,  
22; 102:24; 109:2, 5;  
111:17, 22; 112:4; 115:21,  
23, 24; 116:16, 17, 22;  
117:12, 16, 18; 124:8;  
126:13; 128:12; 129:18,  
23; 131:2, 23; 132:12;  
136:19; 137:7; 138:5;  
141:3, 3, 19; 152:16;  
155:5, 6, 8; 159:22; 165:7  
young 36:13; 163:2  
younger 33:18, 22; 34:4;

36:10; 37:5; 46:23; 57:20;  
82:3; 113:11; 145:18;  
162:8, 14; 164:24  
youngest 57:3  
youth 67:15

**Lawyer's Notes**

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**EXHIBIT E**

**ATTACHMENT 7**



**U.S. EQUAL EMPLOYMENT OPPORTUNITY COMMISSION  
Chicago District Office**

500 West Madison St., Suite 2800  
Chicago, IL 60661-2511  
PH: (312) 353-2713  
TTY: (312) 353-2421

FILE REVIEWS FAX: (312) 353-4041  
MEDIATION FAX: (312) 353-6676  
HEARINGS FAX: (312) 886-5391

STATE & LOCAL FAX: (312) 353-4041  
ENFORCEMENT FAX: (312) 886-1168  
LEGAL FAX: (312) 353-8555

**ADEA Directed Investigation  
EEOC Charge No. 210-A0-3557**

Sidley Austin Brown & Wood  
Bank One Plaza  
10 South Dearborn Street  
Chicago, Illinois 60603

Respondent

Paul Grossman  
Paul, Hastings, Janofksky & Walker LLP  
515 South Flower Street  
25<sup>th</sup> Floor  
Los Angeles, California 90071-2228

Attorney for Respondent

**DETERMINATION**

Under the authority vested in me by the Commission's Procedural Regulations, I issue the following Determination on the merits of the subject of the Directed Investigation under the Age Discrimination in Employment Act of 1967 (the "ADEA"), 29 U.S.C. §621, et seq. I have considered all of the evidence disclosed during the investigation.

By letter dated July 5, 2000, I informed Respondent that the Commission was investigating Respondent in order to determine Respondent's compliance with the ADEA. I caused this matter to be assigned EEOC Charge No. 210-A0-3557.

The record of the investigation shows, among other things, that Respondent is one of the world's largest law firms with its principal office in Chicago. In July 2000, when Respondent was informed of the investigation, Respondent conducted business and was known as "Sidley & Austin." In May 2001, Sidley & Austin merged with another law firm which conducted business and was known as "Brown & Wood." Respondent Sidley Austin Brown & Wood is the successor of Sidley & Austin. Prior to the merger, Sidley & Austin employed approximately 900 attorneys worldwide. The merged firm employs more than 1,400 attorneys.

The record also shows, among other things, that Respondent has been governed and controlled by two wholly self-perpetuating committees, an Executive Committee and a Management Committee. The Executive Committee, which includes all members of the Management

Committee, has approximately 35 members. Members of the Executive and Management Committees control and make the decisions with respect to every significant aspect of Respondent's business and operations and distribution of profits, and they concentrate the distribution of the profits of Respondent in themselves. Although Respondent describes itself as a partnership, none of the "partners" of Respondent except those on the Executive and Management Committee have ever been permitted to vote upon or consent to or reject the admission or expulsion of partners, the allocation of profits, or the appointment of members of the Executive and Management Committees. With the single exception of the recent merger, there has never been a firm-wide vote of all the partners of Respondent. (Partners not on the Executive or Management Committees did vote on the merger of Sidley & Austin with Brown & Wood; that vote occurred after Respondent received notice of this investigation.)

The record also shows, among other things, that in 1999 and 2000, in repeated public statements and in an open letter to clients and others published on Respondent's internet website, Respondent stated that it had utilized and was continuing to utilize a mandatory retirement age (which it was lowering) and associated a downgrading or expulsion of 32 "partners" in October 1999 with their age.

The record also shows, among other things, that all but one of the 32 partners who were downgraded or expelled in 1999 were in the protected age group under the ADEA, that most of them were more than 50 years old, and that they were among the oldest members of their respective practice groups within Respondent. The record also shows that for each and every one of the partners over 40 years of age who were downgraded or expelled there were multiple other partners, including younger partners, who did not perform as well but who were not downgraded or expelled.

The foregoing is merely a brief summary of some parts of the investigative record. It does not constitute a summary of the whole investigative record.

The Respondent is an employer within the meaning of the ADEA and all requirements for coverage have been met.

I have determined that the evidence obtained in the investigation establishes reasonable cause to believe that in maintaining and implementing an age-based mandatory retirement policy (which may have been in effect since 1978) Respondent has discriminated against a class of employees on account of their age in violation of the ADEA. The class of persons aggrieved includes Respondent's employees who were adversely affected by the mandatory retirement policy.

I have also determined that the evidence obtained in the investigation establishes reasonable cause to believe Respondent has discriminated against a class of employees age 40 years and older by downgrading or expelling them on account of their age in or about October 1999 in violation of the ADEA.

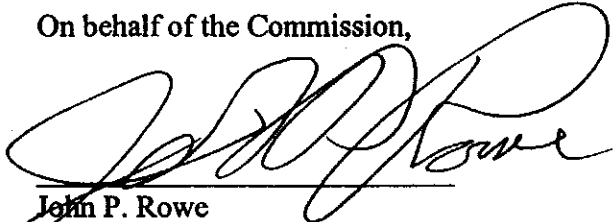
This determination is final. When the Commission finds that violations have occurred, it attempts to eliminate unlawful employment practices by informal methods of conciliation. Therefore, I invite Respondent to join with the Commission in reaching a just resolution of this matter. Disclosure of information obtained by the Commission during the conciliation process will be made only in accordance with the Commission's Procedural Regulations (29 CFR 1601.26).

If the Respondent wishes to accept this invitation to participate in conciliation efforts, it may do so at this time by proposing terms for a conciliation agreement; that proposal should be provided to the Commission representative with 14 days of the date of this determination. The remedies for violations of the statutes we enforce are designed to make identified victims whole and to provide corrective and preventive relief. These remedies may include an agreement by the Respondent to cease engaging in unlawful employment practices, placement of identified victims in the positions they would have held but for the discriminatory actions, back pay, restoration of lost benefits, liquidated damages, injunctive relief, and notice to employees of the violation and the resolution of the claim.

Should the Respondent have further questions regarding the conciliation process or the conciliation terms it would like to propose, we encourage it to contact the assigned Commission representative. Should there be no response from the Respondent in 14 days, we may conclude that further conciliation efforts would be futile or non-productive.

7/14/04  
Date

On behalf of the Commission,

  
\_\_\_\_\_  
John P. Rowe  
District Director

# EXHIBIT E

## ATTACHMENT 8



**U.S. EQUAL EMPLOYMENT OPPORTUNITY COMMISSION**  
**Chicago District Office**

500 West Madison St., Suite 2800  
Chicago, IL 60661-2511  
PH: (312) 353-2713  
TTY: (312) 353-2421

FILE REVIEWS FAX: (312) 353-4041  
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STATE & LOCAL FAX: (312) 353-4041  
ENFORCEMENT FAX: (312) 886-1168  
LEGAL FAX: (312) 353-8555

September 29, 2004

Sidley Austin Brown & Wood  
Bank One Plaza  
10 South Dearborn Street  
Chicago, Illinois 60603

Respondent

Paul Grossman  
Robert S. Span  
Paul, Hastings, Janofsky & Walker  
555 South Flowers Street, 23<sup>rd</sup> Floor  
Los Angeles, California 90071

Attorneys for Respondent

via fax to 312-853-7036

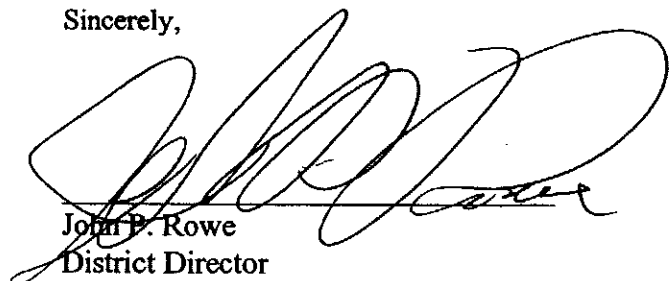
Re: *Sidley Austin Brown & Wood*  
Directed ADEA Investigation No. 210-A0-3557

Dear Counsel:

The Equal Employment Opportunity Commission has determined that, with respect to the above-referenced directed ADEA investigation, such conciliation efforts as are required by law have occurred and have been unsuccessful. This letter is the notice required by § 1601.25 of the Commission's Regulations, which provides that the Commission shall notify a respondent in writing when it determines that further conciliation efforts would be futile or non-productive.

Sincerely,

9/29/04  
Date

  
John P. Rowe  
District Director

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