

EXHIBIT N

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Agreement between David Rudovsky and Leonard Sosnov, Authors, and West Services Inc., Publisher.

1. SUBJECT. Publisher is preparing a Work for publication entitled *Pennsylvania Practice Criminal Procedure 2007 Supplement*, (the "Work"). Authors will write and prepare the Work, entitled *Pennsylvania Practice Criminal Procedure 2007 Supplement*.

The Work will consist of no less than **50 Units**. A Unit is defined for purposes of this Agreement as 2500 characters of data, as measured by Publisher.

2. RESPONSIBILITIES.

A. Delivery of Work.

1. Authors will deliver the completed Work on or before **August 27, 2007**.
2. If Publisher deems the Work to be unpublishable but salvageable as submitted, Publisher may return Work to Authors with comments for correction. Authors will make all corrections as suggested by Publisher within 14 calendar days of receipt of Work with comments from Publisher, unless Publisher specifies an earlier deadline.
3. Time is of the essence in completing and delivering the Work by the due date.
4. Authors are responsible for the completeness and accuracy of the content of the Work.

B. Style and Form of the Work. The Work will conform to the stylistic and mechanical specifications supplied by Publisher

1. **Format of Delivery.** Authors will submit an electronic version of the work in a form as agreed between the parties. Authors will also submit a hard copy of the Work.
2. **Permissions.** If material prepared by Authors for the Work incorporates any previously copyrighted material not in the public domain, it is Authors' responsibility to identify such materials and to obtain permissions at Authors' expense in a form and content satisfactory to Publisher and to provide a copy of each reprint permission at the time of the submission of Authors' manuscript. If Authors do not deliver the permissions, Publisher may, but is not required to, obtain permissions on their own initiative, and Authors will reimburse Publisher for all expenses incurred by Publisher in obtaining the permissions.
3. **Illustrative Materials.** If tables, charts, or other illustrative materials are to be included in material prepared by Authorx for the Work, these materials will be prepared or supplied by Authors in a form agreeable to Publisher.
4. **Cross-Referencing.** Authors will make every effort to cross-reference the Work to other West publications.

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C. Loss or Damage to Author's Property. Authors will retain an electronic and hard copy of the Work. Publisher will not be liable for any loss resulting to Authors from the destruction or other loss of the copies delivered to Publisher.

3. AUTHOR'S FAILURE TO PERFORM.

A. Generally: If for any reason Publisher determines that the Work or any portion of it is not acceptable to Publisher, as provided under Publisher's Determinations (Paragraph 7), or if Authors fail to meet deadlines, Publisher may, without limiting its other rights and remedies, engage others to prepare the Work, or terminate this Agreement, or both.

1. Use of Others. If Authors have not provided an acceptable Work or fail to meet deadlines, Publisher may make other arrangements to complete the Work. Publisher may charge the cost of completing or conforming the Work against any payments due to Authors under this or any other Agreement.

2. Use of Author's Name. Publisher will have the right to use Authors' name in connection with the Work.

3. Termination. If Publisher terminates this Agreement as provided above, neither party will have any further obligations to the other except under any provisions of this Agreement which expressly survive termination, and except that Authors will repay to Publisher any advances or partial payments paid to Authors and as yet not recouped by Publisher.

B. Inability to Perform. If Authors die, becomes incapacitated, or are unable to complete the Work for any reason, Authors or Authors' legal representative will deliver the partially completed Work to Publisher. Publisher may make other arrangements to complete the Work and make a pro rata payment to Authors or Authors' legal representative for the partially completed Work, or terminate this Agreement.

4. COPYRIGHT.

A. Work Made for Hire. The Work has been specially commissioned by Publisher and will be considered a work made for hire within the meaning of the United States copyright laws. Authors will execute any documents Publisher considers necessary or appropriate to effectuate or record this Agreement. Publisher will have all rights to which an owner of copyright is entitled under the United States copyright laws or the copyright laws of any other country including, without limitation, the right to revise and supplement the Work.

B. Assignment. To the extent that any portion of the Work or work product is not deemed to be a work made for hire under applicable copyright law, Authors grant, transfer, and assign exclusively to Publisher for the full term of the copyright and any renewals or extensions of the copyright all rights in the Work, or any portion of the Work, including but not limited to:

1. The right to copyright the Work in Publisher's name, including the right to secure copyright registration.

2. The right to publish, reproduce, transmit, adapt, sell, or otherwise make use of the Work or portions of the Work (including all subsequent editions, supplements, and versions of the Work, regardless of length or nature) throughout the world in any form or medium, now or hereafter devised, or in any language, and to license others to make use of the Work, for the entire term of copyright.

3. The right to incorporate references to or extracts from the Work or portions of the Work in other works now or hereafter published in print or electronically by Publisher and to convert or alter the Work or portions of the Work in connection therewith.

4. The right to digest, abridge, excerpt, or quote the Work or portions of the Work in advertising or marketing of the Work.

C. Persons Employed or Retained by Authors. Authors will obtain and, if requested by Publisher, deliver to Publisher an agreement in writing with each person or entity employed or retained by Authors in connection with preparation of the Work, which agreement(s) will provide that all writings or work product prepared or acquired by such person or entity in connection with the Work will be owned by Publisher. The agreement(s) will follow the form, if any, supplied to Authors by Publisher for this purpose.

5. AUTHORS' REPRESENTATIONS AND WARRANTIES.

A. Representations and Warranties. Authors represent and warrant to Publisher that:

1. the Work is not in the public domain;
2. Authors are the sole proprietor of the Work and has full power and authority, free of any rights of any nature by any other person, to enter into this Agreement and to grant the rights which are granted to Publisher in this Agreement;
3. the Work has not previously been published, in whole or in part, in any form;
4. the Work does not, and if published will not, infringe upon any copyright or any proprietary right at common law;
5. the Work contains no matter which is defamatory, an invasion of privacy, or otherwise unlawful; and
6. Authors will not enter into any agreement or understanding with any person or entity that might conflict with the rights granted to Publisher under this Agreement.

B. Indemnification. Authors will indemnify Publisher against, and hold harmless from, any loss, expense, or damage it may suffer by reason of a breach of these warranties and representations, including reasonable attorney fees and other reasonable costs and expenses. Publisher has the right to control any lawsuit involving third parties and to select attorneys in such matter. Publisher will, with reasonable promptness, apprise Authors of any claim, demand, or suit pertaining to the Work, and Authors will cooperate fully in the defense of any such claim, demand, or suit. Publisher may withhold any sums otherwise due Authors pending final resolution of any such claim, demand, or suit. The

warranties, representations, and indemnities contained in this Agreement will survive its termination and will extend to Publisher's successors and assigns.

6. PUBLISHER'S DETERMINATIONS. Publisher has sole discretion in determining the acceptability of the Work. Publisher may edit, alter, and reorganize the Work as it deems appropriate.

When accepted for publication:

1. Publisher will publish the Work at its own expense and in such formats or media as Publisher deems best suited to the sale of the Work.
2. Publisher may determine: the title of the Work, list price, applicable discounts, sales commissions, and all other matters pertaining to printing, publication, advertising, distribution, and sale of the Work.
3. Publisher has the right to change any of these printing, publication, and distribution decisions at any time.
4. Publisher may use, and license others to use, Authors' names and likeness, and summaries of Authors' background and professional qualifications as a part of the Work, including revisions and new editions, as Publisher sees fit, and generally in connection with the advertising and promotion of the Work, including revisions and new editions.

Publisher reserves the right not to publish the Work.

7. COMPENSATION.

A. As Author's complete consideration for Publisher's use of the Work in any medium, format, or publication, Publisher will pay the Authors fees in accordance with the following formula:

1. **\$10,000. (\$5,000 to Rudovsky, \$5,000 to Sosnov)** (the "Fee") if, in Publisher's sole discretion, the Work is deemed to be publishable as submitted; or
2. 85% of the Fee if, in Publisher's sole discretion, after initially having been deemed to be unpublishable but salvageable, the Work is deemed to be publishable as resubmitted by Authors within the time provided by Paragraph 2(A)(2); or
3. 25% of the Fee if, in Publisher's sole discretion, the Work is deemed to be unpublishable but salvageable as submitted and Authors refuses or fails to resubmit the Work in publishable condition within the time provided by Paragraph 2(A)(2).
4. If, in the sole discretion of Publisher, the Work is determined to so substantially fail to meet the publishability criteria as to make it unsalvageable, this Agreement will be deemed terminated and no payment will be due.

B. Publisher will make payment to Authors within 6 weeks after Publisher has determined that the Work is publishable or that Authors have refused or failed to resubmit the Work in publishable condition as provided above.

8. CONFIDENTIAL INFORMATION. Authors shall keep confidential and shall not disclose or use for his or her own benefit any confidential information which may be disclosed by West in connection with the performance of this Agreement. This obligation shall not apply to any information which is in Authors' possession or in the public domain prior to disclosure to Authors hereunder. Authors agree that injunctive relief is an appropriate, but nonexclusive, remedy in the event of any breach of this obligation of confidentiality.

9. OTHER PROVISIONS.

A. Governing Law. This Agreement will be governed by, and construed in accordance with, the laws of the State of Minnesota.

B. Venue. Any legal action arising under this Agreement will be brought in the appropriate federal or state court in the State of Minnesota.

C. Independent Contractor. Authors are independent contractors and are not entitled to any employee benefits available to employees of Publisher.

D. Professional Status. This Agreement may be terminated as to any Author whose license to practice law has been suspended or revoked.

E. Notices. The parties will send all notices and payments to the addresses noted at the end of this Agreement, or to such other addresses as the parties designate. All notices and payments will be deemed sent or made on the date of mailing.

F. Heirs, Representatives, Successors, and Assigns. This Agreement will be binding on, and inure to the benefit of, the parties, their heirs, legal representatives, successors, and assigns.

G. Assignment and Substitution by Authors. This is an Agreement for the personal and unique services of Authors. No other person may be substituted for Authors without the express, written consent of Publisher.

H. Entire Agreement; Additions or Modifications. This is the entire agreement of the parties. All prior negotiations and representations are merged into this Agreement. This Agreement supersedes all previous agreements regarding the Work. No provisions of the Agreement may be waived, modified, or terminated except by a written modification to the Agreement signed by both Authors and Publisher. No waiver of any breach under this Agreement will be deemed a waiver of any subsequent breach.

I. Enforceability of Remaining Provisions. The invalidity or unenforceability of any provision of this Agreement will not affect the validity or enforceability of any other provision, or of the Agreement as a whole.

Executed in duplicate by Authors and Publisher on the dates set forth below:

AUTHOR:

Dated: 6/6/07

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WEST SERVICES INC.

By Theresa King
Director

Dated: 6.13.07

Title
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