

Meg Levine

From: Julie M. Sheridan
Sent: Wednesday, April 22, 2009 10:38 AM
To: Levine, Meg
Subject: Judicial Pay Representation

Larabee (argued; awaiting decision from 1st Dep't): We represent the New York State Senate and the New York State Assembly. Richard H. Dolan represents the Governor and the State of New York.

Maron (appeal as of right/motion for leave pending in Ct of Appeals): We represent Speaker of Assembly, Assembly, Pres of Senate, and the Senate. Richard H. Dolan represents the Governor and Comptroller.

Kaye (pending in Sup Ct NY County): We do not represent anyone. Richard H. Dolan represents the Governor, Speaker of Assembly, Assembly, and State of New York. David I. Lewis represents the Pres of Senate and the Senate.

Silverman (answer due 6/17 Sup Ct NY County): We (Joel Graber, NYC Lit) represent Speaker of Assembly, Assembly, Pres of Senate, and Senate. Richard H. Dolan represents the Governor and the State of New York.

Meg Levine

From: Lorraine Remo
Sent: Wednesday, September 17, 2008 8:47 AM
To: Levine, Meg
Subject: FYI

We may be receiving an amended contract from the Senate regarding Outside Counsel services with Lewis Fiore (judicial pay raise litigation).

DOB submitted an amendment re: the Schlam outside counsel contract to include new litigation wherein several judges sued the Governor and Assembly member Silver over judicial pay raises. (which Len Cohen will review)

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**STATE OF NEW YORK
OFFICE OF THE ATTORNEY GENERAL**

**ANDREW M. CUOMO
ATTORNEY GENERAL**

DIVISION OF STATE COUNSEL

June 12, 2009

Harvey Silverstein, Esq.
Office of the State Comptroller
Division of Legal Services
110 State Street
Albany, NY 12236

- Re: 1. Judith Kaye and the New York State Unified Court System v. Sheldon Silver, et al., (S. Ct., NY Co.), Index No. 400763/08
2. Larabee, et al. v. Spitzer, et al., (S. Ct., NY Co.), Index No. 112301/07
3. Maron, et al. v. Silver, et al., (S. Ct., Albany Co.), Index No. 4108-07
4. Silverman v. Silver, et al., (S. Ct., NY Co.), Index No. 08/117058

Dear Mr. Silverstein:

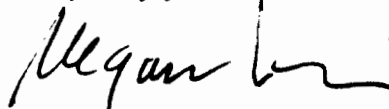
Pursuant to Public Officers Law Section 17(2)(b), this office has reviewed the presently available facts and circumstances relating to the above-referenced matters. Based on this review, we have determined for the purposes of representation only, and without any determination as to the ultimate merits, that representation by the Attorney General of the Governor, the Speaker of the Assembly and the President of the Senate in the Kaye matter would be inappropriate. This Office has already approved contracts for legal services for each of these parties. Schlam, Stone & Dolan LLP represents the Governor, the Speaker, the Assembly and the State of New York. Lewis & Fiori represents the President of the Senate and the Senate.

The above-referenced lawsuits relate to issues involving judicial compensation. Following this office's determination not to represent any of the parties to the Kaye lawsuit, the office agreed to authorize the law firm of Schlam, Stone & Dolan LLP to continue its representation of the Governor in each of the related matters. Accordingly, this office has approved the amendment of the contract for legal services to include representation of the Governor and the State of New York in the Larabee, and Silverman cases, and the Governor and the Comptroller in the Maron case.

I certify that Schlam, Stone & Dolan continue its representation of the above-named parties in accordance with the provisions of Section 17 of the Public Officers Law.

Based on our discussions, I understand that the Office of the State Comptroller will work with the Division of Budget to ensure that appropriate steps are taken to implement the funding of these services. If I can be of further assistance, please do not hesitate to call.

Very truly yours,



MEGAN LEVINE
Deputy Attorney General

cc: Jeffrey Pearlman, Esq.
Luke Bierman, Esq.

file
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THIS AGREEMENT made this 1st day of April, 2008 by and between THE NEW YORK STATE SENATE, Capitol, Albany, NY 12247 (hereinafter referred to as the "Senate") and Lewis & Fiore, Esqs. (hereinafter referred to as the "Contractor").

WHEREAS, the Chief Judge of the State of New York has brought suit against the Senate and its Temporary President, captioned as *Kaye v. Silver* (index no. 400763/08); and

WHEREAS, the Senate in defense of the said action has different legal positions, defenses and arguments than the Assembly and the Governor; and

WHEREAS, counsel for the Senate will defend it as a separate body of the Legislative Branch in its ability to make legislative decisions as a matter of constitutional law; and

WHEREAS, the Attorney General of the State of New York has determined that he cannot represent the Senate in this matter; and

WHEREAS, the Contractor has the skills and experience necessary to defend the Senate in this matter; and

WHEREAS, the Contractor has expressed a desire to work with the Senate in such a capacity;

NOW, THEREFORE, in consideration of the mutual covenants and conditions contained herein, the parties hereby agree as follows:

(A) 1. The Senate does hereby employ, engage and hire the Contractor, and the Contractor does hereby accept and agree to provide the services specified in this contract to the Senate during the period of April 1, 2008 to March 31, 2009.

2. The performance of this contract shall be in accordance with the terms and conditions specified in this Agreement, including the Contractor's Proposal, attached hereto as Appendix B. This contract shall also be governed by the provisions of "Appendix A: Standard Clauses for All New York State Contracts", which is attached hereto. Any conflict of terms and conditions between such Appendix A and the terms and conditions of this Agreement, shall be governed by the Appendix, which are made a part hereof with the same force and effect as though set forth herein in full.

3. (a). In consideration of the foregoing, the Contractor shall receive as and for full payment for services rendered, compensation at the hourly rates specified in the rate schedule, which is included in the Contractor's Proposal (Appendix B).

(b). The Contractor shall also be reimbursed for expenses incurred in the hiring of any expert witness, investigator or consultant in connection with services rendered pursuant to this Agreement. The Contractor must have prior authorization from the Senate for such expenditures.

(c). The Contractor shall also be reimbursed for reasonable and necessary incidental costs incurred in connection with services rendered pursuant to this Agreement.

(d). The total value for legal services rendered pursuant to this Agreement, expert witness, investigator and consultant services, and incidental costs shall not exceed the sum of Two Hundred Thousand Dollars (\$200,000). All vouchers submitted must itemize by person/title and the days and hours for which the Contractor is billing. All charges for expert witness-consultant services and incidental costs shall also be appropriately itemized.

4. Payments shall be made upon the Contractor's monthly submission to the Senate of properly executed vouchers in such form and with such supporting documentation as may be required by the State Comptroller, who shall have the right to audit the services, costs and expenses as submitted.

5. The Contractor will maintain accurate records and accounts of services performed and moneys expended under this Agreement and shall furnish or make available any estimate, expenditures, or report, as requested by the State Comptroller, or as may be necessary for auditing purposes or to verify that expenditures were made only for the purpose authorized by this Agreement. Such records and accounts and all supportive documentation shall be kept for at least six (6) years subsequent to the date of final payment hereunder, or until a final audit has been made by the Department of Audit and Control, whichever event shall occur sooner.

(B) The Contractor shall not delegate any of the duties required to be performed under the terms of this Agreement unless prior approval has been granted by the Senate for such delegation.

(C) The relationship of the Contractor to the Senate shall be that of an independent contractor. In accordance with such status as an independent contractor, said Contractor, on behalf of itself, its agents and employees, covenants and agrees to act consistent with such status; to neither hold itself out as, nor claim to be, an officer or employee of the State of New York by reason hereof; and not to, by reason hereof, make any claim, demand, or application to or for any right or privilege applicable to an officer or employee of the State of New York, including, but not limited to, workers' compensation coverage, unemployment insurance benefits, social security coverage, or retirement system membership credit.

(D) The Contractor shall be responsible for all personal injury and property damage due to negligent acts, errors or omissions of the Contractor, its subcontractors, agents or employees, in the performance of its service under the contract. Further, it is expressly understood that the Contractor shall indemnify and save harmless the Senate from claims, suits, actions, damages and costs of every name and description resulting from the negligent performance of the services of the Contractor under the contract, and such indemnity shall not be limited by reasons of enumeration of any insurance coverage herein provided. Negligent performance of service, within the meaning of this Article, shall include, in addition to negligence founded upon tort, negligence based upon the Contractor's failure to meet professional standards and resulting in obvious or patent errors in the progression of its work. Nothing in the contract shall create or give to third parties any claim or right of action against the Contractor or the Senate beyond such as may legally exist irrespective of this Article or this Agreement.

(E) With respect to any contract or employment as an independent contractor or employee of the State of New York, or any New York public corporation as defined in Section Sixty-six of the New York State General Construction Law, or any agency or department of either, pursuant to the terms of any other present or future Agreement, express, implied, entered into with such entity, if any, the Contractor hereby covenants and represents that there is no conflict as to hours required to be worked or duties required to be performed pursuant to the terms of this Agreement and the aforesaid contract or employment.

(F) 1. The performance of work under the contract may be terminated, in whole or from time to time in part, by the Senate, in its sole discretion, whenever for any reason the Senate shall determine that such termination is in its best interest. Termination of work hereunder shall be effected by delivery to the Contractor of a Notice of Termination specifying the extent to which performance of work under the contract is terminated and the date upon which such termination becomes effective.

2. The Secretary of the Senate also reserves the right to terminate this contract in the event it is found that the certification filed by the Contractor in accordance with New York State Finance Law §139-k was intentionally false or intentionally incomplete. Upon such finding, the Secretary of the Senate may exercise his termination right by providing notification to the Contractor in accordance with the notification terms of this contract.

3. After receipt of the Notice of Termination, the Contractor shall exercise all reasonable diligence to accomplish the cancellation or diversion of its outstanding commitments covering personal services and extending beyond the date of such termination to the extent that they relate to the performance of any work terminated by the Notice.

4. The Contractor shall submit its termination claim to the Senate promptly after receipt of a Notice of Termination, but in no event later than thirty days from the effective date thereof, unless one or more extensions in writing are granted by the Senate upon written request of the Contractor within the time allowed. Upon failure of the Contractor to submit its termination claim within the time allowed, the Senate may determine, on the basis of information available to it, the amount, if any, due to the Contractor by reason of termination and shall thereupon pay to the Contractor the amount so determined.

5. If the termination is brought about as a result of unsatisfactory performance on the part of the Contractor, the value of the work performed by the Contractor prior to termination shall be established by the Senate .

6. The Contractor agrees to transfer title to the Senate and deliver in the manner, at the time, and to the extent, if any, directed by the Senate, such information and items which, if the contract had been completed, would have been required to be furnished to the Senate .

(G) This agreement may not be assigned by the Contractor nor its right, title or interest herein assigned, transferred, conveyed, disposed of or sublet.

(H) This agreement shall be deemed executory only to the extent of money available to the Senate for the performance of the terms hereof and no liability on account thereof shall be incurred by the Senate or the State of New York beyond moneys available for the purpose thereof.

(I) Anything herein contained to the contrary notwithstanding, it is expressly understood and agreed that the Contractor shall not have the right to make any contracts or commitments for or on behalf of the Senate or the State of New York.

(J) Opinions prepared by consultant law firms construing the statutes or Constitution of the State of New York do not constitute the view of the State unless the prior written approval of the Attorney General is obtained. Requests for said approval shall be submitted to the Solicitor General, Division of the Appeals and Opinions Bureau, Department of Law, State Capitol, Albany, New York.

(K) The retained attorney or law firm will represent the Senate in judicial litigation related to the services to be provided under this Agreement only when such services are specifically requested by the Senate's counsel. Such approval must be requested separately, for each matter to be litigated, and must be received prior to the commencement of services therefor.

(L) This Agreement and performance hereunder and all actions hereunder shall be construed in accordance with and under and pursuant to the laws of the State of New York and that in any action that may be brought arising out of, in connection with, or by reason of this Agreement, the laws of the State of New York shall be applicable and govern to the exclusion of the law of any other forum, and any action against the State of New York or the Senate arising out of this contract shall be commenced in the Court of Claims of the State of New York in the County of Albany.

(M) All notices, demands, instructions, claims, approvals and disapprovals required to be given to either party hereto shall be deemed to have been given properly if sent by registered mail addressed to the party at the addresses hereinbefore set forth or to such other address as either party shall have notified the other in writing to be the proper mailing address.

(N) No waiver or modification of this Agreement or of any covenant, condition, or limitation herein contained shall be valid unless in writing and executed by the parties hereto and approved by the Office of the Attorney General and the Office of the State Comptroller and no evidence of any waiver or modification shall be offered or received in evidence in any action between the parties hereto arising out of or affecting this Agreement, or the rights or obligations of any party hereunder, unless such waiver or modification is in writing, duly executed as aforesaid, and the parties further agree that the provisions of this paragraph may not be waived except as herein set forth.

(O) This written Agreement contains the sole and entire Agreement between the parties and shall supersede any and all other Agreements between the parties.

(P) The parties hereto shall execute such other and further documents as may be required to effectuate the terms of this Agreement.

(Q) The terms, clauses and provisions of this contract are intended to be severable, and the unconstitutionality, illegality or unconscionability of any term, clause or provision shall in no way effect the enforcement of any other term, clause or provision.

IN WITNESS WHEREOF the parties hereto have executed this Agreement as of the date first above written.

Contract Number C-150014

Agency Certification

"In addition to the acceptance of this contract, I also certify that original copies of this signature page will be attached to all other exact copies of this contract."

Procurement Lobbying Law Certification

"By signing this contract, the contractor certifies that all information provided to the Senate with respect to State Finance Law §139-k is complete, true and accurate."

Lewis & Fiore, Esqs.

David L. Lewis

Dated: 5/1/08

The New York State Senate

Steven M. Boggess, Secretary of the Senate

Dated: 5/1/08

Attorney General's Signature

Dated: _____

APPROVED AS TO FORM
NYS ATTORNEY GENERAL

JUL 22 2008

Lorraine M. Remo
LORRAINE M. REMO
ASSOCIATE ATTORNEY

Comptroller's Signature

Dated: _____

ACKNOWLEDGMENT OF FIRM

STATE OF New York

COUNTY OF Albany

On the 1st day of May, 2008 before me personally came David L. Lewis, 20 Flower Avenue, Hastings on Hudson, New York, 10706 to me known and known to me to be the person described in and who executed the foregoing instrument and he duly acknowledged that he executed the same.

Susan M. Ryan
Notary Public

SUSAN M. RYAN
Notary Public, State of New York
No. 01RY6092590
Qualified in Albany County
Commission Expires 5/27/2011

APPENDIX A

STANDARD CLAUSES FOR

ALL NEW YORK STATE

CONTRACTS

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STANDARD CLAUSES FOR NYS CONTRACTS

The parties to the attached contract, license, lease, amendment or other agreement of any kind (hereinafter, "the contract" or "this contract") agree to be bound by the following clauses which are hereby made a part of the contract (the word "Contractor" herein refers to any party other than the State, whether a contractor, licensor, licensee, lessor, lessee or any other party):

1. **EXECUTORY CLAUSE.** In accordance with Section 41 of the State Finance Law, the State shall have no liability under this contract to the Contractor or to anyone else beyond funds appropriated and available for this contract.

2. **NON-ASSIGNMENT CLAUSE.** In accordance with Section 138 of the State Finance Law, this contract may not be assigned by the Contractor or its right, title or interest therein assigned, transferred, conveyed, sublet or otherwise disposed of without the previous consent, in writing, of the State and any attempts to assign the contract without the State's written consent are null and void. The Contractor may, however, assign its right to receive payment without the State's prior written consent unless this contract concerns Certificates of Participation pursuant to Article 5-A of the State Finance Law.

3. **COMPTROLLER'S APPROVAL.** In accordance with Section 112 of the State Finance Law (or, if this contract is with the State University or City University of New York, Section 355 or Section 6218 of the Education Law), if this contract exceeds \$15,000 (or the minimum thresholds agreed to by the Office of the State Comptroller for certain S.U.N.Y. and C.U.N.Y. contracts), or if this is an amendment for any amount to a contract which, as so amended, exceeds said statutory amount, or if, by this contract, the State agrees to give something other than money when the value or reasonably estimated value of such consideration exceeds \$10,000, it shall not be valid, effective or binding upon the State until it has been approved by the State Comptroller and filed in his office. Comptroller's approval of contracts let by the Office of General Services is required when such contracts exceed \$30,000 (State Finance Law Section 163.6.a).

4. **WORKERS' COMPENSATION BENEFITS.** In accordance with Section 142 of the State Finance Law, this contract shall be void and of no force and effect unless the Contractor shall provide and maintain coverage during the life of this contract for the benefit of such employees as are required to be covered by the provisions of the Workers' Compensation Law.

5. **NON-DISCRIMINATION REQUIREMENTS.** To the extent required by Article 15 of the Executive Law (also known as the Human Rights Law) and all other State and Federal statutory and constitutional non-discrimination provisions, the Contractor will not discriminate against any employee or applicant for employment because of race, creed, color, sex, national origin, sexual orientation, age, disability, genetic predisposition or carrier status, or marital status. Furthermore, in accordance with Section 220-e of the Labor Law, if this is a contract for the construction, alteration or repair of any public building or public work or for the manufacture, sale or distribution of materials, equipment or supplies, and to the extent that this contract shall be performed within the State of New York, Contractor agrees that neither it nor its subcontractors shall, by reason of race, creed, color, disability, sex, or national origin: (a) discriminate in hiring against any New York State citizen who is qualified and available to perform the work; or (b) discriminate against or intimidate any employee hired for the performance of work under this contract. If this is a building service contract as defined in Section 230 of the Labor Law, then, in accordance with Section 239 thereof, Contractor agrees that neither it nor its subcontractors shall by reason of race, creed, color, national origin, age, sex or disability: (a) discriminate in hiring against any New York State citizen who is qualified and available to perform the work; or (b) discriminate against or intimidate any employee hired for the performance of work under this contract. Contractor is subject to fines of \$50.00 per person per day for any violation of Section 220-e or Section 239 as well as possible termination of this contract and forfeiture of all moneys due hereunder for a second or subsequent violation.

6. **WAGE AND HOURS PROVISIONS.** If this is a public work contract covered by Article 8 of the Labor Law or a building service contract covered by Article 9 thereof, neither Contractor's employees nor the employees of its subcontractors may be required or permitted to work more than the number of hours or days stated in said statutes, except as otherwise provided in the Labor Law and as set forth in prevailing wage and supplement schedules issued by the State Labor Department. Furthermore, Contractor and its subcontractors must pay at least the prevailing wage rate and pay or provide the prevailing supplements, including the premium rates for overtime pay, as determined by the State Labor Department in accordance with the Labor Law.

7. **NON-COLLUSIVE BIDDING CERTIFICATION.** In accordance with Section 139-d of the State Finance Law, if this contract was awarded based upon the submission of bids, Contractor affirms, under penalty of perjury, that its bid was arrived at independently and without collusion aimed at restricting competition. Contractor further affirms that, at the time Contractor submitted its bid, an authorized and responsible person executed and delivered to the State a non-collusive bidding certification on Contractor's behalf.

8. **INTERNATIONAL BOYCOTT PROHIBITION.** In accordance with Section 220-f of the Labor Law and Section 139-h of the State Finance Law, if this contract exceeds \$5,000, the Contractor agrees, as a material condition of the contract, that neither

the Contractor nor any substantially owned or affiliated person, firm, partnership or corporation has participated, is participating, or shall participate in an international boycott in violation of the federal Export Administration Act of 1979 (50 USC App. Sections 2401 et seq.) or regulations thereunder. If such Contractor, or any of the aforesaid affiliates of Contractor, is convicted or is otherwise found to have violated said laws or regulations upon the final determination of the United States Commerce Department or any other appropriate agency of the United States subsequent to the contract's execution, such contract, amendment or modification thereto shall be rendered forfeit and void. The Contractor shall so notify the State Comptroller within five (5) business days of such conviction, determination or disposition of appeal (2NYCRR 105.4).

9. SET-OFF RIGHTS. The State shall have all of its common law, equitable and statutory rights of set-off. These rights shall include, but not be limited to, the State's option to withhold for the purposes of set-off any moneys due to the Contractor under this contract up to any amounts due and owing to the State with regard to this contract, any other contract with any State department or agency, including any contract for a term commencing prior to the term of this contract, plus any amounts due and owing to the State for any other reason including, without limitation, tax delinquencies, fee delinquencies or monetary penalties relative thereto. The State shall exercise its set-off rights in accordance with normal State practices including, in cases of set-off pursuant to an audit, the finalization of such audit by the State agency, its representatives, or the State Comptroller.

10. RECORDS. The Contractor shall establish and maintain complete and accurate books, records, documents, accounts and other evidence directly pertinent to performance under this contract (hereinafter, collectively, "the Records"). The Records must be kept for the balance of the calendar year in which they were made and for six (6) additional years thereafter. The State Comptroller, the Attorney General and any other person or entity authorized to conduct an examination, as well as the agency or agencies involved in this contract, shall have access to the Records during normal business hours at an office of the Contractor within the State of New York or, if no such office is available, at a mutually agreeable and reasonable venue within the State, for the term specified above for the purposes of inspection, auditing and copying. The State shall take reasonable steps to protect from public disclosure any of the Records which are exempt from disclosure under Section 87 of the Public Officers Law (the "Statute") provided that: (i) the Contractor shall timely inform an appropriate State official, in writing, that said records should not be disclosed; and (ii) said records shall be sufficiently identified; and (iii) designation of said records as exempt under the Statute is reasonable. Nothing contained herein shall diminish, or in any way adversely affect, the State's right to discovery in any pending or future litigation.

11. IDENTIFYING INFORMATION AND PRIVACY NOTIFICATION. (a) **FEDERAL EMPLOYER IDENTIFICATION NUMBER and/or FEDERAL SOCIAL SECURITY NUMBER.** All invoices or New York State standard vouchers submitted for payment for the sale of goods or services or the lease of real or personal property to a New York State agency must include the payee's identification number, i.e., the seller's or lessor's identification number. The number is either the payee's Federal employer identification number or Federal social security number, or both such numbers when the payee has both such numbers. Failure to include this number or numbers may delay payment. Where the payee does not have such number or numbers, the payee, on its invoice or New York State standard voucher, must give the reason or reasons why the payee does not have such number or numbers.

(b) **PRIVACY NOTIFICATION.** (1) The authority to request the above personal information from a seller of goods or services or a lessor of real or personal property, and the authority to maintain such information, is found in Section 5 of the State Tax Law. Disclosure of this information by the seller or lessor to the State is mandatory. The principal purpose for which the information is collected is to enable the State to identify individuals, businesses and others who have been delinquent in filing tax returns or may have understated their tax liabilities and to generally identify persons affected by the taxes administered by the Commissioner of Taxation and Finance. The information will be used for tax administration purposes and for any other purpose authorized by law.

(2) The personal information is requested by the purchasing unit of the agency contracting to purchase the goods or services or lease the real or personal property covered by this contract or lease. The information is maintained in New York State's Central Accounting System by the Director of Accounting Operations, Office of the State Comptroller, 110 State Street, Albany, New York 12236.

12. EQUAL EMPLOYMENT OPPORTUNITIES FOR MINORITIES AND WOMEN. In accordance with Section 312 of the Executive Law, if this contract is: (i) a written agreement or purchase order instrument, providing for a total expenditure in excess of \$25,000.00, whereby a contracting agency is committed to expend or does expend funds in return for labor, services, supplies, equipment, materials or any combination of the foregoing, to be performed for, or rendered or furnished to the contracting agency; or (ii) a written agreement in excess of \$100,000.00 whereby a contracting agency is committed to expend or does expend funds for the acquisition, construction, demolition, replacement, major repair or renovation of real property and improvements thereon; or (iii) a written agreement in excess of \$100,000.00 whereby the owner of a State assisted housing project is committed to expend or does expend funds for the acquisition, construction, demolition, replacement, major repair or renovation of real property and improvements thereon for such project, then:

(a) The Contractor will not discriminate against employees or applicants for employment because of race, creed, color, national origin, sex, age, disability or marital status, and will undertake or continue existing programs of affirmative action to ensure that minority group members and women are afforded equal employment opportunities without discrimination. Affirmative action shall mean recruitment, employment, job assignment, promotion, upgradings, demotion, transfer, layoff, or termination and rates of pay or other forms of compensation;

(b) at the request of the contracting agency, the Contractor shall request each employment agency, labor union, or authorized representative of workers with which it has a collective bargaining or other agreement or understanding, to furnish a written statement that such employment agency, labor union or representative will not discriminate on the basis of race, creed, color, national origin, sex, age, disability or marital status and that such union or representative will affirmatively cooperate in the implementation of the contractor's obligations herein; and

(c) the Contractor shall state, in all solicitations or advertisements for employees, that, in the performance of the State contract, all qualified applicants will be afforded equal employment opportunities without discrimination because of race, creed, color, national origin, sex, age, disability or marital status.

Contractor will include the provisions of "a", "b", and "c" above, in every subcontract over \$25,000.00 for the construction, demolition, replacement, major repair, renovation, planning or design of real property and improvements thereon (the "Work") except where the Work is for the beneficial use of the Contractor. Section 312 does not apply to: (i) work, goods or services unrelated to this contract; or (ii) employment outside New York State; or (iii) banking services, insurance policies or the sale of securities. The State shall consider compliance by a contractor or subcontractor with the requirements of any federal law concerning equal employment opportunity which effectuates the purpose of this section. The contracting agency shall determine whether the imposition of the requirements of the provisions hereof duplicate or conflict with any such federal law and if such duplication or conflict exists, the contracting agency shall waive the applicability of Section 312 to the extent of such duplication or conflict. Contractor will comply with all duly promulgated and lawful rules and regulations of the Governor's Office of Minority and Women's Business Development pertaining hereto.

13. CONFLICTING TERMS. In the event of a conflict between the terms of the contract (including any and all attachments thereto and amendments thereof) and the terms of this Appendix A, the terms of this Appendix A shall control.

14. GOVERNING LAW. This contract shall be governed by the laws of the State of New York except where the Federal supremacy clause requires otherwise.

15. LATE PAYMENT. Timeliness of payment and any interest to be paid to Contractor for late payment shall be governed by Article 11-A of the State Finance Law to the extent required by law.

16. NO ARBITRATION. Disputes involving this contract, including the breach or alleged breach thereof, may not be submitted to binding arbitration (except where statutorily authorized), but must, instead, be heard in a court of competent jurisdiction of the State of New York.

17. SERVICE OF PROCESS. In addition to the methods of service allowed by the State Civil Practice Law & Rules ("CPLR"), Contractor hereby consents to service of process upon it by registered or certified mail, return receipt requested. Service hereunder shall be complete upon Contractor's actual receipt of process or upon the State's receipt of the return thereof by the United States Postal Service as refused or undeliverable. Contractor must promptly notify the State, in writing, of each and every change of address to which service of process can be made. Service by the State to the last known address shall be sufficient. Contractor will have thirty (30) calendar days after service hereunder is complete in which to respond.

18. PROHIBITION ON PURCHASE OF TROPICAL HARDWOODS. The Contractor certifies and warrants that all wood products to be used under this contract award will be in accordance with, but not limited to, the specifications and provisions of State Finance Law §165. (Use of Tropical Hardwoods) which prohibits purchase and use of tropical hardwoods, unless specifically exempted, by the State or any governmental agency or political subdivision or public benefit corporation. Qualification for an exemption under this law will be the responsibility of the contractor to establish to meet with the approval of the State.

In addition, when any portion of this contract involving the use of woods, whether supply or installation, is to be performed by any subcontractor, the prime Contractor will indicate and certify in the submitted bid proposal that the subcontractor has been informed and is in compliance with specifications and provisions regarding use of tropical hardwoods as detailed in §165 State Finance Law. Any such use must meet with the approval of the State; otherwise, the bid may not be considered responsive. Under bidder certifications, proof of qualification for exemption will be the responsibility of the Contractor to meet with the approval of the State.

19. MACBRIDE FAIR EMPLOYMENT PRINCIPLES. In accordance with the MacBride Fair Employment Principles (Chapter 807 of the Laws of 1992), the Contractor hereby stipulates that the Contractor either (a) has no business operations in Northern Ireland, or (b) shall take lawful steps in good faith to conduct any business operations in Northern Ireland in accordance with the MacBride Fair Employment Principles (as described in Section 165 of the New York State Finance Law), and shall permit independent monitoring of compliance with such principles.

20. OMNIBUS PROCUREMENT ACT OF 1992. It is the policy of New York State to maximize opportunities for the participation of New York State business enterprises, including minority and women-owned business enterprises as bidders, subcontractors and suppliers on its procurement contracts.

Information on the availability of New York State subcontractors and suppliers is available from:

NYS Department of Economic Development
Division for Small Business
30 South Pearl St -- 7th Floor
Albany, New York 12245
Telephone: 518-292-5220

A directory of certified minority and women-owned business enterprises is available from:

NYS Department of Economic Development
Division of Minority and Women's Business Development
30 South Pearl St -- 2nd Floor
Albany, New York 12245
<http://www.empire.state.ny.us>

The Omnibus Procurement Act of 1992 requires that by signing this bid proposal or contract, as applicable, Contractors certify that whenever the total bid amount is greater than \$1 million:

- (a) The Contractor has made reasonable efforts to encourage the participation of New York State Business Enterprises as suppliers and subcontractors, including certified minority and women-owned business enterprises, on this project, and has retained the documentation of these efforts to be provided upon request to the State;
- (b) The Contractor has complied with the Federal Equal Opportunity Act of 1972 (P.L. 92-261), as amended;
- (c) The Contractor agrees to make reasonable efforts to provide notification to New York State residents of employment opportunities on this project through listing any such positions with the Job Service Division of the New York State Department of Labor, or providing such notification in such manner as is consistent with existing collective bargaining contracts or agreements. The Contractor agrees to document these efforts and to provide said documentation to the State upon request; and
- (d) The Contractor acknowledges notice that the State may seek to obtain offset credits from foreign countries as a result of this contract and agrees to cooperate with the State in these efforts.

21. RECIPROCITY AND SANCTIONS PROVISIONS. Bidders are hereby notified that if their principal place of business is located in a country, nation, province, state or political subdivision that penalizes New York State vendors, and if the goods or services they offer will be substantially produced or performed outside New York State, the Omnibus Procurement Act 1994 and 2000 amendments (Chapter 684 and Chapter 383, respectively) require that they be denied contracts which they would otherwise obtain. NOTE: As of May 15, 2002, the list of discriminatory jurisdictions subject to this provision includes the states of South Carolina, Alaska, West Virginia, Wyoming, Louisiana and Hawaii. Contact NYS Department of Economic Development for a current list of jurisdictions subject to this provision.

22. PURCHASES OF APPAREL. In accordance with State Finance Law 162 (4-a), the State shall not purchase any apparel from any vendor unable or unwilling to certify that: (i) such apparel was manufactured in compliance with all applicable labor and occupational safety laws, including, but not limited to, child labor laws, wage and hours laws and workplace safety laws, and (ii) vendor will supply, with its bid (or, if not a bid situation, prior to or at the time of signing a contract with the State), if known, the names and addresses of each subcontractor and a list of all manufacturing plants to be utilized by the bidder.

September, 2004

APPENDIX B

LEWIS & FIORE, ESQS.

PROPOSAL FOR

THE NYS SENATE

LEWIS & FIORE, ESQS.

225 Broadway

Suite 3300

New York, New York 10007

(212) 285-2290

FAX (212) 964-4506

David L. Lewis

Charles G. Fiore

April 24, 2008

Steven M. Boggess

Secretary of the Senate

The Capitol

Room 321

Albany, New York 12247

**RE: Defense of the New York State Senate
and Joseph L. Bruno as Temporary
President in his official capacity**

Dear Mr. Boggess:

I have been asked to set forth a proposal for the defense of the New York State Senate in the declaratory judgment brought by Honorable Judith Kaye and the Unified Court System against the New York State Senate and Senator Bruno, in his capacity as the Temporary President.

The caption of the case is JUDITH S. KAYE, in her official capacity as Chief Judge of the State of New York, and

THE NEW YORK STATE UNIFIED COURT SYSTEM, against SHELDON SILVER, in his official capacity as Speaker of the New York State Assembly, THE NEW YORK STATE ASSEMBLY, JOSEPH L. BRUNO, in his official capacity as Temporary President of the New York State Senate, THE NEW YORK STATE SENATE, DAVID A. PATERSON, in his official capacity as Governor of the State of New York and THE STATE OF NEW YORK. It bears the Index No. 400763/08.

The basis of the action is the claim that the Senate, along with the Assembly and the Governor, has deliberately not raised judicial salaries and has done so to the detriment of the independence of the judiciary. The plaintiffs claim that the failure to raise salaries of the judges is a violation of Article VI of the New York State Constitution in terms of the existence of an independent judiciary, and the particular section of the State Constitution that forbids the reduction of judicial salaries during their term of office. This litigation was brought by Judge Kaye's pro bono counsel in the Supreme Court of the State of New York, New York County before the Honorable Edward H. Lehner, who has another judicial pay raise matter before him.

OBJECTIVE

The purpose of this engagement is to defend the Senate and Senator Bruno in his official capacity. The plaintiffs have demanded an immediate trial on the matter. The litigation as it is brought, apart from being an unseemly way for a Chief Judge to act, is a direct attack by the Judicial Branch upon the political organs of government who are entrusted with the decision to either appropriate money or not for any and all public purposes.

The Senate has an objective separate from the other defendants. Unlike the Assembly and the Governor, the Senate in the closing days of last year's session passed a bill providing for exactly what the suit seeks to compel. To that end, our interest and our position in this litigation is in conflict with the Assembly which failed to adopt the Senate bill, and the Governor who, of course, was not then the Governor and had no power to act institutionally without the Assembly passing the pay raise bill.

Finally, while we do not oppose the principle of judicial pay raises and will not question entitlement in the abstract, the purpose of this litigation for the defense is to demonstrate that this is an improper means of proceeding. The defense will move to dismiss the Complaint under CPLR 3211 (a) and for summary judgment under CPLR 3212. Such a course expected to be successful would bring the litigation to a close in favor of the Senate leaving the plaintiffs only the right to appeal or to go forward against the Assembly and the Governor, or prosecute the appeal and try the Assembly and the Governor elements separately from us.

SCOPE OF SERVICES

A. We will review the complaint and analyze the separate claims for the following legal requirements:

1. Standing to sue.
2. Suit against the proper parties.
3. Is the action brought in the proper form.
4. Rules of judicial prudence apply.

5. Legal bases for maintaining the action.

B. We will analyze all the relevant state constitutional issues:

1. Legislative powers
2. Speech or Debate protections
3. Judicial powers and limitations
4. Judicial salary and compensation issues

C. We will analyze the complaint for factual veracity.

If the complaint is factually flawed and that is demonstrable by documentary evidence it may be dismissed.

D. We will investigate which of any defenses apply:

1. Procedural defenses to the complaint.
2. Subject matter defenses rooted in the power of the Senate.
3. The fact that we did pass the judicial salary bill.

E. We will then move against the complaint by filing a motion to dismiss the causes of action on basis not limited to the following:

1. Documentary evidence.
2. Jurisdiction.
3. Justiciability - is it a political matter.
4. The same action is pending.
5. No claim is stated.

F. The matter will have to be present and argued before the Court and we will do that as well.

In order to complete all these services we will undertake the full factual investigation as to the claims of the plaintiffs. Likewise, we will undertake a thorough review of existing law in this state, the federal system and the other states of the union on the issue of judicial pay issues to demonstrate flaws in this lawsuit.

PROFESSIONAL FEES AND EXPENSES

We propose the following fees schedule:

LEGAL FEES

David L. Lewis	\$300/hour
Charles G. Fiore	\$300/hour
Paralegal Services	\$ 50/hour

EXPENSES

We bill the expenses of the litigation including but not limited to the preparation, duplication and service of relevant documents, the costs of copies, legal research, mailing and other transmissions and costs associated solely with this litigation.

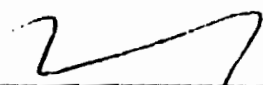
CAP

In order to insure that the engagement in this action is reasonable from the needs of both parties, it is hereby proposed that the fees and expenses be capped at Two Hundred Thousand (\$200,000) Dollars.

CLOSING

We appreciate the opportunity to represent the New York State Senate in this clearly historic and unprecedented litigation.

Very truly yours,



DAVID L. LEWIS

DLL/bf

**STATE OF NEW YORK
OFFICE OF ATTORNEY GENERAL ANDREW M. CUOMO
DIVISION OF STATE COUNSEL
ALBANY**

TO: LORRAINE I. REMO, Contract Approval Unit

DATE: 07/22/2008

FROM: MEG LEVINE, Deputy Attorney General

RE: Lewis and Fiore, Esqs. (Outside Counsel Contract)

RECEIVED
NYS OFFICE OF ATTORNEY GENERAL

JUL 22 2008

CONTRACT APPROVAL UNIT

Nature of Transmittal	
<input type="checkbox"/> Computer Hardware/Software/Service Request	<input type="checkbox"/> Outside Counsel Request
<input checked="" type="checkbox"/> Contract Approval Review	<input type="checkbox"/> Personnel Request
<input type="checkbox"/> Expert Witness Request	<input type="checkbox"/> POL, §17 Request/Certification
<input type="checkbox"/> Legislative Proposal	<input type="checkbox"/> POL, §73(8-a) Certification
<input type="checkbox"/> Settlement Approval/Review	
<input type="checkbox"/> Other	

REMARKS:

SUMMARY OF PROPOSED OUTSIDE COUNSEL CONTRACTS

AGENCY: NYS Senate

DATE: May 2, 2008

FIRM: Lewis and Fiore, Esqs.

SERVICES TO BE RENDERED: Representation of Joseph L. Bruno, in his official capacity as Temporary President of the New York State Senate, and the New York State Senate, all in connection with a declaratory judgment action brought with respect to judicial pay raises, in Judith S. Kaye, in her official capacity as Chief Judge of the State of New York, and the New York Unified Court System v Sheldon Silver, et al. Docket No. 400763/08 (New York County Supreme Court).

PREVIOUS CONTRACTS & AMOUNTS: None

AMOUNT OF THIS CONTRACT: Fees and expenses to be capped at \$200,000.

TERM OF THIS CONTRACT: April 1, 2008 to March 31, 2009.

DATE SUBMITTED TO THIS OFFICE: April 29, 2008. Resubmitted May 2, 2008.

RATES: David Lewis \$300/hour
Charles Fiore \$300/hour
Paralegal Service \$50/hour

AGENCY'S REASON FOR USE OF OUTSIDE COUNSEL: See memo dated April 28, 2008, submitted by Bruce Fernald, Special Assistant to the Secretary of the Senate.

COMMENTS OF CONTRACT APPROVAL UNIT: Contains both the opinions and litigation clause. Senate revised page one, paragraph A. 2 with respect to State Appendix A. Approvable as to form. Note: the Senate's justification memo for use of outside counsel is broad with respect to the selection of law firm.

RECEIVED
NYS OFFICE OF ATTORNEY GENERAL
JUL 22 2008

Lorraine I. Remo
Lorraine I. Remo
Associate Attorney

RECOMMEND:

CONTRACT APPROVAL UNIT

DATE: July 22, 2008

- APPROVE
- DISAPPROVE
- APPROVE WITH MODIFICATION

COMMENTS OF DEPUTY ATTORNEY GENERAL:

Advised Senate that our approval was as "to form" only, as is our standard procedure

Megan Levine
Megan Levine

ACTION TAKEN BY DEPT. OF LAW:

DATE:

- APPROVE
- DISAPPROVE
- APPROVED WITH MODIFICATIONS (SPECIFY):

From: Lorraine Remo
To: Levine, Meg
Date: 5/20/2008 3:27 PM
Subject: Senate Sole Source Justification Memo re: Lewis & Fiore
Attachments: Lewis & Fiore Justification.pdf

Attached below is a copy of the Senate Sole Source Justification Memo re: Lewis & Fiore which was just delivered to the Contract Approval Unit.

(This is the first scanned item using our new scanner!)

Lorraine I. Remo
Associate Attorney
Contract Approval Unit
Department of Law
518-474-1697

ATTORNEY CLIENT PRIVILEGED/NOT FOR DISSEMINATION

The information contained in this electronic mail message is privileged and confidential and intended only for the individual or individuals named above. If the reader of this message is not the intended recipient, or the employee or agent responsible for delivering it to the intended recipient, you are hereby notified that any dissemination, distribution or copying of this communication is strictly prohibited. If you have received this communication in error, please reply to the sender immediately to notify us of the error and delete the original message. Thank you.



Majority Counsel/Program Office
Senator Joseph L. Bruno, Majority Leader

To: Meg Levine
From: Frank Gluchowski
Date: May 19, 2008
Subject: Judicial Pay Raise Litigation - Contract for Legal Services

TRACT APPROVAL LIT

The justification for awarding a sole source contract to the law firm of Lewis & Fiore, Esqs., 225 Broadway Suite 3300, New York, New York, 10007 is as follows:

1. I am familiar with the services provided by and billing rates for a number of law firms from recent engagements with outside counsel.
2. The firm is experienced in complex civil litigation in the state and federal courts and is offering a 25% discount off its regular rates.
3. I am aware that a good number of firms would have a conflict presented by representing the Senate in litigation initiated by the Chief Judge of the State Court of Appeals. Lewis & Fiore do not have such a conflict.
4. The firm of Lewis & Fiore was available on short notice.
5. A number of law firms have affiliations with members of the Legislature and a number of judges have indicated their intent to recuse themselves in matters where a law firm representing one of the parties has an affiliation with a member of the Legislature.
6. Lewis & Fiore is located in New York City where the action was brought and is familiar with Albany, New York where a number of depositions would likely be taken.
7. Due to David Lewis' past work for the Senate, he is eminently familiar with the workings of the Senate and is uniquely qualified to represent the Senate.

8. As the Senate's defense will rely heavily upon the court's interpretation of the speech or debate clause of the New York State Constitution, no one is more qualified than David Lewis to represent the Senate in this matter. David Lewis is the only attorney who was successful in arguing that the court should expand the application of the speech or debate clause to conferences of the legislature.

For all of the aforesaid reasons, the Senate has chosen Lewis & Fiore, Esqs. to be the sole source for the legal services provided for by this contract.



STATE OF NEW YORK
OFFICE OF THE STATE COMPTROLLER

February 18, 2009

Sharon Gariepy
BUDGET, DIVISION OF
State Capitol
Albany, NY 12224

SUBJECT: extending contract C000229 with Schlam, Stone and Dolan
DETERMINATION: Approved
GROUND: Single Source
RESTRICTIONS:

Dear Ms. Gariepy:

Your request for an exemption from giving notice in the New York State Contract Reporter for extending contract C000229 with Schlam, Stone and Dolan has been approved. This approval is for exemption only; it does not constitute the prior approval of OSC if required. For single or sole source exemptions, the reasonableness of cost must be included with the contract package.

In accordance with the statute, you are still required to publish a notice of either the letting or award of this proposed contract in the New York State Contract Reporter. The notice must state the reason for the exemption and be placed as soon as practicable. It will be your responsibility to maintain proof that this exemption was subsequently published in the newsletter.

A copy of this letter should accompany the transaction when submitted to our office for approval.

Sincerely,

A handwritten signature in black ink, appearing to read 'Dan Ryan', written over a horizontal line.

Dan Ryan
Chief Auditor

cc: Nancy Fisher
Empire State Development

Division of the Budget
RECEIVED

FEB 19 2009

Administrative Services Unit

SUMMARY OF PROPOSED OUTSIDE COUNSEL CONTRACTS

AGENCY: Executive Chamber

DATE: May 2, 2008

FIRM: Schlam, Stone and Dolan, LLP
C000229

SERVICES TO BE RENDERED: Representation of the State of New York, David Paterson, in his official capacity as Governor, the New York State Assembly, Sheldon Silver, in his official capacity as Speaker of the New York State Assembly, all in connection with a declaratory judgment action brought with respect to judicial pay raises, in Judith S. Kave, in her official capacity as Chief Judge of the State of New York, and the New York Unified Court System v Sheldon Silver, et al. Docket No. 400763/08 (New York County Supreme Court).

PREVIOUS CONTRACTS & AMOUNTS: None for the Chamber.

AMOUNT OF THIS CONTRACT: \$300,000 inclusive of all expenses, travel, related other costs.

TERM OF THIS CONTRACT: April 25, 2008 through December 31, 2008.

DATE SUBMITTED TO THIS OFFICE: May 2, 2008

RATES: Partner - \$350/hour
Of Counsel - \$270/hour
Paralegal - \$80/hour

AGENCY'S REASON FOR USE OF OUTSIDE COUNSEL: See memorandum dated April 28, 2008 from Karen Tyler, Executive Chamber Director of Administration and Information Technology. According to the memo the Attorney General "has publicly stated that the OAG would not be representing the defendants in this action".

COMMENTS OF CONTRACT APPROVAL UNIT: Contains both the required opinions and litigation clause. Approvable as to form.

Lorraine I. Remo
Lorraine I. Remo
Associate Attorney

RECOMMEND:

DATE:

- APPROVE
- DISAPPROVE
- APPROVE WITH MODIFICATION

COMMENTS OF GENERAL:
Deputy Attorney General

Leonard A. Cohen

ACTION TAKEN BY DEPT. OF LAW:

- APPROVE
- DISAPPROVE
- APPROVED WITH MODIFICATIONS (SI

APPROVED AS TO FORM
NYS ATTORNEY GENERAL
MAY 05 2008
Lorraine I. Remo
LORRAINE I. REMO
ASSOCIATE ATTORNEY
DATE:

THOMAS P. DINAPOLI
STATE COMPTROLLER



110 STATE STREET
ALBANY, NEW YORK 12236

STATE OF NEW YORK
OFFICE OF THE STATE COMPTROLLER

May 01, 2008

Karen Tyler
BUDGET, DIVISION OF
State Capitol
Albany, NY 12224

SUBJECT: outside legal services in relation to judicial pay raises

DETERMINATION: Approved

GROUND:

RESTRICTIONS:

Dear Ms. Tyler:

Your request for an exemption from giving notice in the New York State Contract Reporter for outside legal services in relation to judicial pay raises has been approved. This approval is for exemption only; it does not constitute the prior approval of OSC if required. For single or sole source exemptions, the reasonableness of cost must be included with the contract package.

In accordance with the statute, you are still required to publish a notice of either the letting or award of this proposed contract in the New York State Contract Reporter. The notice must state the reason for the exemption and be placed as soon as practicable. It will be your responsibility to maintain proof that this exemption was subsequently published in the newsletter.

A copy of this letter should accompany the transaction when submitted to our office for approval.

Sincerely,

Dan Ryan
Chief Auditor

cc: Nancy Fisher
Empire State Development



STATE OF NEW YORK
OFFICE OF THE STATE COMPTROLLER

August 22, 2008

Karen B. Tyler
BUDGET, DIVISION OF
State Capitol
Albany, NY 12224

SUBJECT: amending contract C000229 with Schlam Stone and Dolan
DETERMINATION: Approved
GROUND: Single Source
RESTRICTIONS:

Dear Ms. Tyler:

Your request for an exemption from giving notice in the New York State Contract Reporter for amending contract C000229 with Schlam Stone and Dolan has been approved. This approval is for exemption only; it does not constitute the prior approval of OSC if required. For single or sole source exemptions, the reasonableness of cost must be included with the contract package.

In accordance with the statute, you are still required to publish a notice of either the letting or award of this proposed contract in the New York State Contract Reporter. The notice must state the reason for the exemption and be placed as soon as practicable. It will be your responsibility to maintain proof that this exemption was subsequently published in the newsletter.

A copy of this letter should accompany the transaction when submitted to our office for approval.

Sincerely,

A handwritten signature in black ink, appearing to read "Dan Ryan", written over a circular scribble.

Dan Ryan
Chief Auditor

cc: Nancy Fisher
Empire State Development

SEARCHED
SERIALIZED

AUG 26 2008

ALBANY, NEW YORK

MODE = MEMORY TRANSMISSION

START=JUN-22 09:55

END=JUN-22 09:56

FILE NO.=261

STN NO.	COMM.	ONE-TOUCH/ ABBR NO.	STATION NAME/TEL NO.	PAGES	DURATION
001	OK	2	915184026604	002/002	00:00:20

-NYS DEPT OF LAW/COUNSEL -

***** -NYS DEPT OF LAW - ***** - 212 416 6001- *****



STATE OF NEW YORK
OFFICE OF THE ATTORNEY GENERAL
ANDREW M. CUOMO

FACSIMILE TRANSMISSION

RECEIVED
NYS OFFICE OF ATTORNEY GENERAL

JUN 22 2010
CONTRACT APPROVAL UNIT

DATE June 22, 2010

NUMBER OF PAGES 2
(INCLUDING THIS PAGE)

TO Lorraine I. Remo

FAX NOs. (518) 402-8604

FROM Leonard A. Cohen

REMARKS - Proposed Outside Counsel Contracts Amendment
Schlam, Stone and Dolan, LLP

Original will follow in the mail via courier mail.

IF THERE IS A PROBLEM WITH THIS TRANSMISSION, PLEASE CONTACT	
NAME <u>Virginia Vasquez / Denise Walcott</u>	OFFICE <u>Division of State Counsel</u>
TELEPHONE NO. <u>(212) 416-8525</u>	FAX NO. <u>(212) 416-6001</u>

CONFIDENTIAL

The information contained in this facsimile is privileged and confidential information intended only for the use of the individual or entity named above. If the reader of this message is not the intended recipient, or the employee or agent responsible to deliver it to the intended recipient, you are hereby notified that any dissemination, distribution or copying of this is strictly prohibited.

IF YOU HAVE RECEIVED THIS COMMUNICATION IN ERROR,
PLEASE IMMEDIATELY NOTIFY THE SENDER BY TELEPHONE. THANK YOU.

THOMAS P. DINAPOLI
STATE COMPTROLLER



110 STATE STREET
ALBANY, NEW YORK 12236

STATE OF NEW YORK
OFFICE OF THE STATE COMPTROLLER

May 06, 2010

Samantha Lord
EXECUTIVE CHAMBER
State Capitol
Albany, NY 12224

SUBJECT: an amendment to contract C000229 with Schlam, Stone & Dolan LLP
DETERMINATION: Approved
GROUND: Single Source
RESTRICTIONS:

Dear Ms. Lord:

Your request for an exemption from giving notice in the New York State Contract Reporter for an amendment to contract C000229 with Schlam, Stone & Dolan LLP has been approved. This approval is for exemption only; it does not constitute the prior approval of OSC if required. For single or sole source exemptions, the reasonableness of cost must be included with the contract package.

In accordance with the statute, you are still required to publish a notice of either the letting or award of this proposed contract in the New York State Contract Reporter. The notice must state the reason for the exemption and be placed as soon as practicable. It will be your responsibility to maintain proof that this exemption was subsequently published in the newsletter.

A copy of this letter should accompany the transaction when submitted to our office for approval.

Sincerely,

A handwritten signature in black ink, appearing to read "Dan Ryan".

Dan Ryan
Chief Auditor

cc: Nancy Fisher
Empire State Development

Division of the Budget
RECEIVED

MAY 07 2010

Administrative Services Unit

Contract Reporter Exemption Request No. 10348

FOIL 110599 000034

**CONTRACT NO. C000229
NEW YORK STATE EXECUTIVE CHAMBER
AND SCHLAM, STONE & DOLAN LLP
FOR LEGAL SERVICES
FOR THE PERIOD
APRIL 25, 2008 THROUGH SEPTEMBER 30, 2010**

We hereby agree to amend Contract C000229 (hereinafter "Contract") entered into on April 25, 2008 and amended on October 17, 2008, and March 27, 2009 by and between the New York State Executive Chamber (Chamber) and Schlam, Stone & Dolan LLP (Schlam, Stone), for legal advice and representation.

Section II. TERM OF ENGAGEMENT is replaced by:

"The CHAMBER hereby engages SCHLAM, STONE to furnish legal services set forth in section I, to be deemed effective April 25, 2008 through September 30, 2010, upon approval by the NYS Comptroller."

Section III. COMPENSATION B is replaced by:

"Total payments under this AGREEMENT shall not exceed a maximum amount of \$520,000 which shall be inclusive of all expenses, travel, and other disbursements billed at a reasonable cost, and as set forth in Exhibit 1 attached hereto and made a part hereof. If at any time it appears that unusually large expenses will be incurred, such as substantial reproduction costs, large research projects, or costs for expert witnesses or consultants, then SCHLAM, STONE shall advise the CHAMBER prior to incurring such expenses. The aforementioned examples are not intended to be all inclusive."

Except as modified herein, all terms and conditions of said AGREEMENT shall remain in full force and effect through the extended expiration date.

Contract No. C-000229

IN WITNESS WHEREOF the parties have executed this amendment on the 9
day of JUNE, 2010.

CONTRACTOR:

Schlam, Stone & Dolan LLP

By: *Richard Dolan*

Print Name: Richard Dolan, Esq.

Title: Partner

Dated: 6/9/10

AGENCY:

New York State Executive Chamber

By: *Theresa Brennan*

Print Name: Theresa Brennan
Director of Administrative
Services

Dated: 6/18/10

ATTORNEY GENERAL:

Andrew M. Cuomo

By: _____

Dated: _____

APPROVED AS TO FORM
NYS ATTORNEY GENERAL

JUN 22 2010

Lorraine I. Remo
LORRAINE I. REMO
ASSOCIATE ATTORNEY

COMPTROLLER:

Thomas P. DiNapoli

By: _____

Dated: _____

CORPORATE ACKNOWLEDGMENT FORM

The acknowledgment must be fully and properly executed by an authorized person. By signing you certify your express authority to sign on behalf of yourself, your company, or other entity and that all information provided is complete, true and accurate. Also, the contractor affirms that it understands and agrees to comply with the procedures relative to permissible contacts as required by State Finance Law §139-j (3) and §139-j (6) (b).

INDIVIDUAL, CORPORATION, PARTNERSHIP, OR LLC ACKNOWLEDGMENT

STATE OF NEW YORK }
COUNTY OF NEW YORK }
: SS.:

On the 9th day of June in the year 20 10, before me personally appeared RICHARD H. DOLAN, known to me to be the person who executed the foregoing instrument, who, being duly sworn by me did depose and say that he resides at 164 CLINTON STREET, Town of NEW YORK, County of KINGS, State of NEW YORK; and further that:

[Check One]

[] If an individual: he executed the foregoing instrument in his/her name and on his/her own behalf.

[] If a corporation: he is the of the corporation described in said instrument; that, by authority of the Board of Directors of said corporation, he is authorized to execute the foregoing instrument on behalf of the corporation for purposes set forth therein; and that, pursuant to that authority, he executed the foregoing instrument in the name of and on behalf of said corporation as the act and deed of said corporation.

[X] If a partnership: he is the Senior Partner of Schlamm Stone + Dolan LLP the partnership described in said instrument; that, by the terms of said partnership, he is authorized to execute the foregoing instrument on behalf of the partnership for purposes set forth therein; and that, pursuant to that authority, he executed the foregoing instrument in the name of and on behalf of said partnership as the act and deed of said partnership.

[] If a limited liability company: he is a duly authorized member of LLC, the limited liability company described in said instrument; that he is authorized to execute the foregoing instrument on behalf of the limited liability company for purposes set forth therein; and that, pursuant to that authority, he executed the foregoing instrument in the name of and on behalf of said limited liability company as the act and deed of said limited liability company.

Rebecca Caravaglio

Notary Public
Registration No.

State of:

REBECCA CARAVAGLIO
Notary Public, State of New York
No. 43-4993626
Qualified in Richmond County
Commission Expires March 23, 20 14

SUMMARY OF PROPOSED OUTSIDE COUNSEL CONTRACTS

AGENCY: Executive Chamber

DATE: May 2, 2008

FIRM: Schlam, Stone and Dolan, LLP
C000229

SERVICES TO BE RENDERED: Representation of the State of New York, David Paterson, in his official capacity as Governor, the New York State Assembly, Sheldon Silver, in his official capacity as Speaker of the New York State Assembly, all in connection with a declaratory judgment action brought with respect to judicial pay raises, in Judith S. Kaye, in her official capacity as Chief Judge of the State of New York and the New York Unified Court System v Sheldon Silver, et al, Docket No. 400763/08 (New York County Supreme Court).

PREVIOUS CONTRACTS & AMOUNTS: None for the Chamber.

AMOUNT OF THIS CONTRACT: \$300,000 inclusive of all expenses, travel, related other costs.

TERM OF THIS CONTRACT: April 25, 2008 through December 31, 2008.

DATE SUBMITTED TO THIS OFFICE: May 2, 2008

RATES: Partner - \$350/hour
Of Counsel - \$270/hour
Paralegal - \$80/hour

AGENCY'S REASON FOR USE OF OUTSIDE COUNSEL: See memorandum dated April 28, 2008 from Karen Tyler, Executive Chamber Director of Administration and Information Technology. According to the memo the Attorney General "has publicly stated that the OAG would not be representing the defendants in this action".

COMMENTS OF CONTRACT APPROVAL UNIT: Contains both the required opinions and litigation clause. Approvable as to form.

Lorraine I. Remo
Lorraine I Remo
Associate Attorney

RECOMMEND:

DATE: May 2, 2008

- APPROVE
- DISAPPROVE
- APPROVE WITH MODIFICATION

COMMENTS OF GENERAL:
Deputy Attorney General

Leonard A. Cohen
Leonard A. Cohen

ACTION TAKEN BY DEPT. OF LAW:

- APPROVE
- DISAPPROVE
- APPROVED WITH MODIFICATIONS (SPECIFY):

APPROVED AS TO FORM
NYS ATTORNEY GENERAL
MAY 05 2008
Lorraine I. Remo
LORRAINE I. REMO
ASSOCIATE ATTORNEY

TOTAL P.03

SUMMARY OF PROPOSED OUTSIDE COUNSEL CONTRACTS**AGENCY:** Executive Chamber**DATE:** September 19, 2008**FIRM:** Schlam, Stone and Dolan, LLP
Amendment #1: C000229**SERVICES TO BE RENDERED:** Representation of the State of New York, David Paterson, as Governor, the New York State Assembly, and the State of New York, all in connection with an action brought with respect to judicial pay raises, in: Hon. Susan Larabee, Hon. Michael Nanno, Hon. Patricia Nunez, and Hon. Geoffrey Wright v. the Governor of the State of New York, New York Senate, New York State Assembly, and the State of New York, Docket No. 112301/2007, First Department Appellate Division (New York, New York).

Representation of the State of New York, the Governor, the New York State Assembly, Sheldon Silver, in his official capacity as Speaker of the New York State Assembly, all in connection with an action brought with respect to judicial pay raises, in Edward Maron, Arthur Shack, and Joseph DeMarco v. Sheldon Silver, as Speaker of the New York State Assembly, New York State Assembly, Joseph Bruno, as the Temporary President of the New York State Senate, New York State Senate, Eliot Spitzer, as Governor of the State of New York, and Thomas DiNapoli as the Comptroller of the State of New York, No. 4108-2007, Third Department Appellate Division (Albany, New York).

PREVIOUS CONTRACTS & AMOUNTS: The original of this contract only. (Original: \$300,000 inclusive of all expenses, travel, related other costs; Contract term: April 25, 2008 through December 31, 2008.**AMOUNT OF THIS AMENDMENT:** Amendment adds \$100,000 inclusive of all expenses, travel, related other costs, for a new not to exceed maximum amount of \$400,000.**TERM OF THIS AMENDMENT:** Extends the contract for approximately four months to March 31, 2009. New term April 25, 2008 through March 31, 2009.**DATE SUBMITTED TO THIS OFFICE:** September 11, 2008. Justification memorandum from the Division of the Budget delivered September 18, 2008.**RATES:** Same as original contract : (Partner - \$350/hour Of Counsel - \$270/hour Associate - \$210 Paralegal - \$80/hour)**AGENCY'S REASON FOR USE OF OUTSIDE COUNSEL:** Justification for Amendment #1: See memorandum dated September 18, 2008, from Sharon Gariepy, Division of the Budget's Director of Financial Administration. According to the memo, the utilization of the law firm will contribute to the conservation of State resources as the firm has extensive knowledge regarding these lawsuits and the firm would pose similar arguments in each case. Also, attached is the Division of the Budget's Office of the State Comptroller Single Source Amendment Request and Office of the State Comptroller Approval for the request.

Page two

Schlam, Stone and Dolan, LLP
Amendment #1: C000229

COMMENTS OF CONTRACT APPROVAL UNIT: Approvable as to form.

Lorraine I. Remo
Lorraine I. Remo
Associate Attorney

RECOMMEND:

DATE: 9/22/08

- APPROVE
- DISAPPROVE
- APPROVE WITH MODIFICATION

COMMENTS OF GENERAL:
Deputy Attorney General

Leonard A. Cohen
Leonard A. Cohen

ACTION TAKEN BY DEPT. OF LAW:

DATE:

- APPROVE
- DISAPPROVE
- APPROVED WITH MODIFICATIONS (SPECIFY):

APPROVED AS TO FORM
NYS ATTORNEY GENERAL
SEP 23 2008
Lorraine I. Remo
LORRAINE I. REMO
ASSOCIATE ATTORNEY

SUMMARY OF PROPOSED OUTSIDE COUNSEL CONTRACT AMENDMENT

AGENCY: Executive Chamber

DATE: April 1, 2009

FIRM: Schlam, Stone and Dolan, LLP
Amendment #2: C000229

SERVICES TO BE RENDERED: This Amendment #2: Adds representation for one additional lawsuit, Arlene R. Silverman v. Sheldon Silver, as Speaker of the New York State Assembly, Dean Skelos, as the Temporary President of the New York State Senate, David A. Paterson, as Governor of the State of New York, and the State of New York, No. 117058-2008, (New York, New York).

Continuing lawsuits: Representation of the State of New York, David Paterson, as Governor, the New York State Assembly, and the State of New York, all in connection with an action brought with respect to judicial pay raises, in: Hon. Susan Larabee, Hon. Michael Nanno, Hon. Patricia Nunez, and Hon. Geoffrey Wright v. the Governor of the State of New York, New York Senate, New York State Assembly, and the State of New York, Docket No. 112301/2007, First Department Appellate Division (New York, New York).

Representation of the State of New York, the Governor, the New York State Assembly, Sheldon Silver, in his official capacity as Speaker of the New York State Assembly, all in connection with an action brought with respect to judicial pay raises, in Edward Maron, Arthur Shack, and Joseph DeMarco v. Sheldon Silver, as Speaker of the New York State Assembly, New York State Assembly, Joseph Bruno, as the Temporary President of the New York State Senate, New York State Senate, Eliot Spitzer, as Governor of the State of New York, and Thomas DiNapoli as the Comptroller of the State of New York, No. 4108-2007, Third Department Appellate Division (Albany, New York)

PREVIOUS CONTRACTS & AMOUNTS: The original of this contract and Amendment 1 thereto . Original:\$300,000 inclusive of all expenses, travel, related other costs; Contract term: April 25, 2008 through December 31, 2008.

Amendment 1 added \$100,000 inclusive of all expenses, travel, related other costs, for a new not to exceed maximum amount of \$400,000, and extended the contract for approximately four months to March 31, 2009.

AMOUNT OF THIS AMENDMENT #2: No change: Not to exceed maximum amount of \$400,000

TERM OF THIS AMENDMENT #2: Extends term for an additional year. New term April 25, 2008 through March 31, 2010.

DATE SUBMITTED TO THIS OFFICE: March 31, 2009.

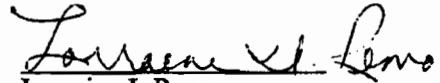
RATES: Same as original contract : (Partner - \$350/hour Of Counsel - \$270/hour Associate - \$210 Paralegal - \$80/hour)

AGENCY'S REASON FOR USE OF OUTSIDE COUNSEL: Justification for Amendment #2: See memorandum dated March 31, 2009, from Sharon Gariepy, Division of the Budget's Director of Financial Administration.

Page two

Schlam, Stone and Dolan, LLP
Amendment #2: C000229

COMMENTS OF CONTRACT APPROVAL UNIT: Approvable as to form.

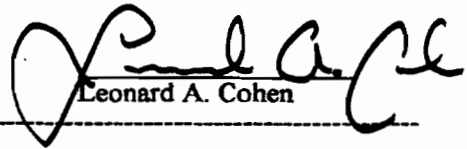

Lorraine I. Remo
Associate Attorney

RECOMMEND:

DATE: 4/1/09

- APPROVE
- DISAPPROVE
- APPROVE WITH MODIFICATION

COMMENTS OF GENERAL:
Deputy Attorney General


Leonard A. Cohen

ACTION TAKEN BY DEPT. OF LAW:

DATE:

- APPROVE
- DISAPPROVE
- APPROVED WITH MODIFICATIONS (SPECIFY):

SUMMARY OF PROPOSED OUTSIDE COUNSEL CONTRACTS
AMENDMENTS

AGENCY: Executive Chamber

DATE: 6/18/10

FIRM: Schlam, Stone and Dolan, LLP

OSC No: C000229 - Amendment 3

SERVICES: Legal services involving litigation related to judicial pay raises.

ORIGINAL CONTRACT: Not-to-exceed \$300,000. with a term of 4/25/08 - 12/31/08. Amendment 1 added \$100,000, and extended the contract to 3/31/09. Amendment 2, added an additional lawsuit involving judicial compensation, and extended the contract to 3/31/10.

AMOUNT OF THIS AMENDMENT: Increase of \$120,000, for a new total of \$520,000.

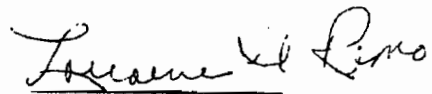
TERM OF THIS AMENDMENT: Extends term to September 30, 2010.

DATE SUBMITTED TO THIS OFFICE: 6/18/10

RATES: No change.

REASON FOR AMENDMENT: See June 18, 2010, justification memorandum from Theresa Brennan of the Executive Chamber.

COMMENTS OF CONTRACT APPROVAL UNIT:
Approvable as to form. Extends term from 3/31/10 to 9/30/10 and adds \$120,000. The State Comptroller approved a "single source" exemption for the extended term.


Lorraine I. Remo
Associate Attorney

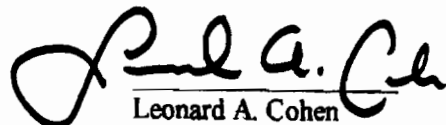
RECOMMEND:

- APPROVE
 ---DISAPPROVE
 ---APPROVE WITH MODIFICATION

DATE:

6/22/10

COMMENTS OF DEPUTY ATTORNEY GENERAL:


Leonard A. Cohen

ACTION TAKEN BY DEPARTMENT OF LAW:

- APPROVE
 ---DISAPPROVE
 ---APPROVED WITH MODIFICATIONS (SPECIFY)

DATE:

file

**SUMMARY OF PROPOSED OUTSIDE COUNSEL CONTRACTS
AMENDMENTS**

AGENCY: Executive Chamber

DATE: 6/18/10

FIRM: Schlam, Stone and Dolan, LLP

OSC No: C000229 - Amendment 3

SERVICES: Legal services involving litigation related to judicial pay raises.

ORIGINAL CONTRACT: Not-to-exceed \$300,000. with a term of 4/25/08 - 12/31/08. Amendment 1 added \$100,000, and extended the contract to 3/31/09. Amendment 2, added an additional lawsuit involving judicial compensation, and extended the contract to 3/31/10.

AMOUNT OF THIS AMENDMENT: Increase of \$120,000, for a new total of \$520,000.

TERM OF THIS AMENDMENT: Extends term to September 30, 2010.

DATE SUBMITTED TO THIS OFFICE: 6/18/10

RATES: No change.

REASON FOR AMENDMENT: See June 18, 2010, justification memorandum from Theresa Brennan of the Executive Chamber.

COMMENTS OF CONTRACT APPROVAL UNIT:
Approvable as to form. Extends term from 3/31/10 to 9/30/10 and adds \$120,000. The State Comptroller approved a "single source" exemption for the extended term.

Lorraine I. Remo
Lorraine I. Remo
Associate Attorney

RECOMMEND:

- APPROVE
- DISAPPROVE
- APPROVE WITH MODIFICATION

COMMENTS OF DEPUTY ATTORNEY GENERAL:

DATE:
APPROVED AS TO FORM
NYS ATTORNEY GENERAL

JUN 22 2010

Lorraine I. Remo
LORRAINE I. REMO
ASSOCIATE ATTORNEY

Leonard A. Cohen

ACTION TAKEN BY DEPARTMENT OF LAW:

- APPROVE
- DISAPPROVE
- APPROVED WITH MODIFICATIONS (SPECIFY)

DATE:

**CONTRACT C000229
NEW YORK STATE EXECUTIVE CHAMBER
AND SCHLAM, STONE & DOLAN LLP
FOR LEGAL SERVICES
FOR THE PERIOD
APRIL 25, 2008 THROUGH MARCH 31, 2009**

We hereby agree to amend Contract C000229 (hereinafter "Contract") entered into on April 25, 2008, by and between the New York State Executive Chamber (Chamber) and Schlam, Stone & Dolan LLP (Schlam Stone), for legal advice and representation in connection with the case Judith Kaye and the New York State Unified Court System v. Sheldon Silver et al., No. 400763/08 (N.Y. County Supreme Court).

Both parties hereby agree to amend the following provisions:

Witnesseth (Replacing the First and Second Paragraphs)

"WHEREAS, the CHAMBER and the New York State Assembly require legal advice and representation in connection with the following cases: Judith Kaye and the New York State Unified Court System v. Sheldon Silver et al., No. 400763/08 (N.Y. County Supreme Court); Susan Larabee, Michael Nenzo, Patricia Nunez, and Geoffrey Wright v. the Governor of the State of New York et al., No. 112301/2007; and Edward Maron, Arthur Shack, and Joseph DeMarco v. Sheldon Silver et al, against the Governor, the State of New York, the State Assembly and the State Senate., No. 4108-2007 (hereinafter "Lawsuits"), and

WHEREAS, the Lawsuits seek a declaratory judgment that the amount of compensation paid to judges is unconstitutionally low, and seeks a pay increase and retroactive pay back to January 1, 2005, and

WHEREAS, the CHAMBER has determined that SCHLAM, STONE is well qualified to perform legal services related to the CHAMBER's response to the Lawsuits, and"

II. TERM OF ENGAGEMENT

"The CHAMBER hereby engages SCHLAM, STONE to furnish legal services set forth in section I, to be deemed effective April 25, 2008 upon approval by the NYS Comptroller, through March 31, 2009."

III. COMPENSATION, B.

"Total payments under this AGREEMENT shall not exceed a maximum amount of \$400,000 which shall be inclusive of all expenses, travel and other disbursements billed at a reasonable cost, and as set forth in

Exhibit 1 attached hereto and made a part hereof. If at any time it appears that unusually large expenses will be incurred, such as substantial reproduction costs, large research projects, or costs for expert witnesses or consultants, then SCHLAM, STONE shall advise the CHAMBER prior to incurring such expenses. The aforementioned examples are not intended to be all inclusive."

Except as modified herein, all terms and conditions of said Contract shall remain in full force and effect through the expiration date.

IN WITNESS WHEREOF the parties have executed this AGREEMENT on the 5 day of September, 2008.

Contractor:

Schlam, Stone and Dolan LLP

By: *[Signature]*

Richard Dolan, Esq.
Partner

Date: SEP 5 2008

Agency:

New York State Executive Chamber

By: *[Signature]*

Theresa Brennan
Director of Administrative Services

Date: 9/9/08

Attorney General:

Andrew M. Cuomo

By: APPROVED AS TO FORM

NYS ATTORNEY GENERAL

Date: SEP 23 2008

Lorraine I. Remo
LORRAINE I. REMO
ASSOCIATE ATTORNEY

State Comptroller:

Thomas P. DiNapoli

By: _____

Date: _____

APPROVED
DEPT. OF AUDIT & CONTROL

OCT 17 2008

[Signature]
FOR THE STATE COMPTROLLER

CORPORATE ACKNOWLEDGMENT FORM

The acknowledgment must be fully and properly executed by an authorized person. By signing you certify your express authority to sign on behalf of yourself, your company, or other entity and that all information provided is complete, true and accurate. Also, the contractor affirms that it understands and agrees to comply with the procedures relative to permissible contacts as required by State Finance Law §139-j (3) and §139-j (6) (b).

INDIVIDUAL, CORPORATION, PARTNERSHIP, OR LLC ACKNOWLEDGMENT

STATE OF NEW YORK }
COUNTY OF NEW YORK }
: SS.:

On the 6th day of September in the year 2008, before me personally appeared RICHARD H. DOLAN, known to me to be the person who executed the foregoing instrument, who, being duly sworn by me did depose and say that he resides at Richard H. Dolan 164 CLINTON STREET, Town of Brooklyn, County of Kings, State of New York; and further that:

[Check One]

[] If an individual): he executed the foregoing instrument in his/her name and on his/her own behalf.

[] If a corporation): he is the of the Board of Directors of said corporation, he is authorized to execute the foregoing instrument on behalf of the corporation for purposes set forth therein; and that, pursuant to that authority, he executed the foregoing instrument in the name of and on behalf of said corporation as the act and deed of said corporation.

[] If a partnership): he is the of the partnership described in said instrument; that, by the terms of said partnership, he is authorized to execute the foregoing instrument on behalf of the partnership for purposes set forth therein; and that, pursuant to that authority, he executed the foregoing instrument in the name of and on behalf of said partnership as the act and deed of said partnership.

[x] If a limited liability company): he is a duly authorized member of a limited liability Partnership LLC, the limited liability company described in said instrument; that he is authorized to execute the foregoing instrument on behalf of the limited liability company for purposes set forth therein; and that, pursuant to that authority, he executed the foregoing instrument in the name of and on behalf of said limited liability company as the act and deed of said limited liability company.

Rebecca Caravaglio

Notary Public Registration No. 43-4993626

Sham Stone + Dolan LLC
a limited liability Partnership
REBECCA CARAVAGLIO
Notary Public, State of New York
No. 43-4993626
Qualified in Richmond County
Commission Expires March 23, 2010

State of: New York

From: Bill Collins <collinsw@assembly.state.ny.us>
To: <lorraine.remo@oag.state.ny.us>
Date: 4/29/2008 9:50 AM
Subject: KAYE v. SILVER, et al.

Please be advised that, as Counsel to the Majority of the NYS Assembly, I am authorized to inform you that defendants Assembly Speaker Sheldon Silver - sued in his official capacity - and the NYS Assembly concur fully with the selection and appointment of Richard M. Dolan of the firm of Schlam, Stone and Dolan, as their outside counsel to represent them in the above-referenced matter.

**CONTRACT C000229
NEW YORK STATE EXECUTIVE CHAMBER
AND SCHLAM, STONE & DOLAN LLP
FOR LEGAL SERVICES
FOR THE PERIOD
APRIL 25, 2008 THROUGH DECEMBER 31, 2008**

This is an AGREEMENT by and between the New York State Executive Chamber, with offices at the State Capitol Building, Albany, New York 12224 (hereinafter referred to as the CHAMBER) and Schlam, Stone & Dolan LLP, a law firm with offices at 26 Broadway New York, NY 10004 (hereinafter referred to as SCHLAM, STONE).

WITNESSETH

WHEREAS, the CHAMBER and the New York State Assembly require legal advice and representation in connection with the case Judith Kaye and the New York State Unified Court System v. Sheldon Silver et al., No. 400763/08 (N.Y. County Supreme Court), and

WHEREAS, the lawsuit seeks a declaratory judgment that the amount of compensation paid to judges is unconstitutionally low, and seeks a pay increase and retroactive pay back to January 1, 2005, and

WHEREAS, the CHAMBER has determined that SCHLAM, STONE is well qualified to perform legal services related to the CHAMBER's response to the lawsuit, and

WHEREAS, SCHLAM, STONE is capable of handling this complex matter in an expedited manner, and

NOW, THEREFORE, in consideration of the mutual covenants and conditions herein set forth, the CHAMBER and SCHLAM, STONE agree, as follows:

I. SERVICES TO BE PROVIDED

The CHAMBER hereby engages the services of SCHLAM, STONE to provide legal counsel related to the litigation, including but not limited to motion practice, discovery, trial and appeals. SCHLAM, STONE shall perform any other tasks related to the response of the CHAMBER to the litigation, as directed by the CHAMBER.

II. TERM OF ENGAGEMENT

The CHAMBER hereby engages SCHLAM, STONE to furnish legal services set forth in paragraph I, to be deemed effective April 25, 2008 upon approval by the NYS Comptroller, through December 31, 2008.

III. COMPENSATION

- A. The CHAMBER shall compensate SCHLAM, STONE for services performed by individuals in the staff classifications described below pursuant to the following contract hourly rates which are approximately 60 percent of their standard rates.

<u>Title</u>	<u>Standard Rate</u>	<u>Contract Rate</u>
Partner	\$575	\$350
Of Counsel	\$450	\$270
Associate	\$350	\$210
Paralegal	\$130	\$ 80

- B. Total payments under this AGREEMENT shall not exceed a maximum amount of \$300,000 which shall be inclusive of all expenses, travel, and other disbursements billed at a reasonable cost, and as set forth in Exhibit 1 attached hereto and made a part hereof. If at any time it appears that unusually large expenses will be incurred, such as substantial reproduction costs, large research projects, or costs for expert witnesses or consultants, then SCHLAM, STONE shall advise the CHAMBER prior to incurring such expenses. The aforementioned examples are not intended to be all inclusive.
- C. SCHLAM, STONE agrees to be bound by the reimbursement rates for travel and related expenses set forth in New York State Accounting Bulletins effective at the time the expenses are incurred.
- D. Fees shall become payable pursuant to NYS Finance Law Article 11-A and upon the submission of a monthly invoice in accordance with the above rate schedule subject to the condition that SCHLAM, STONE has provided monthly statements that detail the following information:
1. The name of the individual performing the service, whether such individual is a Partner, Of Counsel, Associate or Paralegal, and the applicable hourly rate;
 2. A summary of the total number of hours of services performed by each person, such person's title and the hourly rate for such person as provided in this Agreement;
 3. The date(s) each billed service was rendered;
 4. A description of the work performed;
 5. The beginning and ending date of the period to which the statement pertains;

7. The number assigned to this contract by the CHAMBER and SCHLAM, STONE's taxpayer identification number;
8. The total amount billed for services for the invoice period;

It is understood and agreed that SCHLAM, STONE shall provide the CHAMBER with copies of all bills submitted for services rendered to CHAMBER. All vouchers, invoices or statements shall be submitted to:

Ms. Terry Brown Clemons
First Assistant Counsel to the Governor
Executive Chamber
State Capitol
Albany, NY 12224

IV. STAFF

- A. Persons providing services under this contract shall not be state employees or become entitled to any of the benefits to which employees of the State of New York are entitled.
- B. The relationship of SCHLAM, STONE to the CHAMBER arising out of this AGREEMENT shall be that of an INDEPENDENT CONTRACTOR.
- C. The CHAMBER shall not be responsible for providing Workers' Compensation insurance coverage, unemployment insurance benefits, Social Security coverage or retirement membership credit for persons providing services under this AGREEMENT, and SCHLAM, STONE shall secure such compensation insurance for the benefit of said persons during the life of this AGREEMENT as may be required by the provisions of the Workers' Compensation law of the State of New York.
- D. SCHLAM, STONE shall assign Mr. Richard H. Dolan, Esq. as the lead engagement partner, and he may use other firm personnel for its duties hereunder.
- E. SCHLAM, STONE specifically represents and agrees that its members, officers, employees, agents, servants, consultants, shareholders and subcontractors have and shall possess the experience, knowledge and character necessary to qualify them individually for the particular duties performed hereunder.
- F. The CHAMBER shall direct all activities performed by SCHLAM, STONE under this AGREEMENT.

V. GOVERNING LAW/STANDARD CLAUSES

This AGREEMENT shall be governed by the laws of the State of New York. Appendix A, Standard Clauses for NYS Contracts, is expressly made a part of AGREEMENT as fully as if set forth at length herein.

VI. ORDER OF PRECEDENCE

In the event of any discrepancy, disagreement or ambiguity under this AGREEMENT and its appended material, said AGREEMENT will be resolved by giving precedence to the AGREEMENT Documents in this order:

1. Appendix A – Standard Clauses for NYS Contracts;
2. Agreement – As it appears prior to the signature page incorporated herein.

VII. AUTHORITY OF COUNSEL

- A. SCHLAM, STONE's court appearances pursuant to this AGREEMENT are on behalf of the Governor/CHAMBER, State of New York, Speaker Sheldon Silver and the New York State Assembly.
- B. Opinions prepared by SCHLAM, STONE construing the statutes or Constitution of the State of New York do not constitute the opinion of the State unless the prior written approval of the Attorney General is obtained. Requests for said approval shall be submitted to the Solicitor General, Appeals and Opinions Bureau, Department of Law, State Capitol, Albany, New York.
- C. SCHLAM, STONE will represent the CHAMBER in judicial litigation related to the services to be provided under this agreement only when such services are specifically requested by the CHAMBER's counsel and approved by the Attorney General. Such approval must be requested separately for each matter to be litigated and must be received prior to the commencement of services therefore.

VIII. NO ASSIGNMENT

SCHLAM, STONE shall not assign this AGREEMENT, or any interest therein. SCHLAM, STONE shall not subcontract any aspect of the services to be provided hereunder without the written approval of the CHAMBER.

IX. GENERAL TERMS

- A. SCHLAM, STONE hereby covenants and represents that there is and shall be no actual or potential conflict of interest that could prevent the firm's satisfactory or ethical performance of duties required to be performed pursuant to the terms of this AGREEMENT and any other contract or employment; and SCHLAM, STONE shall have a duty to notify the CHAMBER promptly of any

actual or potential conflicts of interest in all that it does to serve the purpose of this AGREEMENT and its intent.

- B. SCHLAM, STONE shall take all appropriate action to protect the confidentiality of all information supplied to it or developed by it during the course of its performance under the terms of this AGREEMENT.
- C. SCHLAM, STONE shall keep, maintain and/or make available all books, records and materials related to the performance and operation of this AGREEMENT for the audit and examination by authorized personnel of the Office of the State Comptroller of the State of New York at all reasonable times and places during the period of the execution of the AGREEMENT and for six (6) years from the date of the final payment hereunder.

X. TERMINATION

The CHAMBER may terminate this AGREEMENT at any time, without liability, upon at least thirty (30) days written notice to SCHLAM, STONE. Upon notice of termination, SCHLAM, STONE will stop work immediately and complete only those specific assignments, if any, subsequently approved by the CHAMBER. In the event of such termination pursuant to this paragraph, SCHLAM, STONE shall be entitled to payment for work performed for that period of time for which the AGREEMENT was in force and effect, and for specific assignments subsequently approved by the CHAMBER.

XI. FORCE MAJEURE

Neither party will be liable for losses, defaults, or damages under this AGREEMENT which result from delays in performing, or inability to perform, all or any of the obligations or responsibilities imposed upon it pursuant to the terms and conditions of this AGREEMENT, due to or because of acts of God, the public enemy, acts of government, earthquakes, floods, civil strife, fire or any other cause beyond the reasonable control of the party that was so delayed or so unable to perform, provided that such party was not negligent and shall have used reasonable efforts to avoid and overcome such cause. Such party will resume full performance of such obligations and responsibilities promptly upon removal of any such cause.

XII. COMPLIANCE WITH PROCUREMENT LAWS

- A. By execution of this AGREEMENT, SCHLAM, STONE certifies that information provided to the State of New York with respect to the Vendor Responsibility Questionnaire, Procurement Lobbying Certifications, Contractor Disclosure Forms (A and B) and Section 5-a of the Tax Law (Forms ST-220-TD and ST-220-CA) is complete, true and accurate.

- B. SCHLAM, STONE hereby acknowledges that the Vendor Responsibility Questionnaire and certification is made a part of this AGREEMENT by reference hereto and that any misrepresentation of fact in the Questionnaire and attachments, or in any contractor responsibility information that may be requested by the CHAMBER, may result in termination of this AGREEMENT. During the term of this AGREEMENT, any changes in the provided Questionnaire shall be disclosed to the CHAMBER, in writing, in a timely manner. Failure to make such disclosure may result in a determination of non-responsibility and termination of the AGREEMENT.
- C. Should it be determined at any time that SCHLAM, STONE is not responsible, the CHAMBER will notify SCHLAM, STONE in writing setting forth the basis for the determination and affording SCHLAM, STONE reasonable time in which to refute the determination, justify why the basis for the determination is not relevant to this AGREEMENT or to take corrective action to eliminate the responsibility impediment. If the responsibility condition cannot be reconciled to the reasonable satisfaction of the CHAMBER and the State of New York the AGREEMENT will be terminated by written notification.
- D. The CHAMBER has the right to terminate this AGREEMENT in the event that it is found that the procurement lobbying certification filed by SCHLAM, STONE in accordance with New York State Finance Law §139-K was intentionally false or intentionally incomplete. Should such a finding occur, the CHAMBER may exercise its termination right by providing written notification to SCHLAM, STONE in accordance with this AGREEMENT.
- E. SCHLAM, STONE hereby acknowledges that State Finance Law Section 163(4) (g) imposes certain reporting requirements on contractors doing business with New York State. In furtherance of these reporting requirements, SCHLAM, STONE agrees to complete and submit an initial planned employment data report and an annual employment report, referred to as Consultant Disclosure Forms A and B, to the addresses listed in OSC Bulletin G-226. Complete instructions and forms may also be accessed at <http://www.osc.state.ny.us/agencies/gbull/g-226.htm>.

XIII. ENTIRE AGREEMENT

This AGREEMENT and its Appendices constitute the entire AGREEMENT between the parties hereto and no statement, promise, condition, understanding, inducement or representation, oral or written, expressed or implied, which is not contained herein shall be binding or valid. This AGREEMENT shall not be changed, modified or altered in any manner except by an instrument in writing executed by the parties hereto.

XIV. CONDITIONS PRECEDENT

This AGREEMENT and any subsequent amendments shall not be deemed executed, valid or binding unless and until approved in writing by the Attorney General and the State Comptroller.

XV. ADDITIONAL PROVISIONS

This AGREEMENT shall be deemed executory only to the extent of moneys annually appropriated and available for this purpose, and no liability on account thereof shall be incurred by the CHAMBER beyond the amount appropriated. It is understood that neither this assignment nor any representation by any public employee or officer creates any legal or moral obligation to request, appropriate, or make available moneys for the purpose of this AGREEMENT.

Contract Number C000229

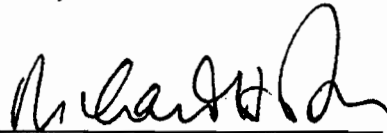
Agency Certification:

"In addition to the acceptance of this AGREEMENT, I also certify that original copies of this signature page will be attached to all other exact copies of this AGREEMENT."

IN WITNESS WHEREOF the parties have executed this AGREEMENT on the 2 day of May, 2008.

Contractor:

Schlam, Stone & Dolan LLP

By: 
Richard H. Dolan, Esq.
Partner

Date: 5/2/08

Agency:

**New York State
Executive Chamber**

By: 
Theresa Brennart
Director of Administrative Services

Date: 5/2/08

**Attorney General:
Andrew M. Cuomo**

APPROVED AS TO FORM
NYS ATTORNEY GENERAL
By: _____
Date: MAY 05 2008
Lorraine I. Remo
LORRAINE I. REMO
ASSOCIATE ATTORNEY

**State Comptroller:
Thomas P. DiNapoli**

APPROVED
DEPT. OF AUDIT & CONTROL
By: _____
Date: MAY 05 2008
Thomas P. DiNapoli
FOR THE STATE COMPTROLLER

CORPORATE ACKNOWLEDGMENT FORM

The acknowledgment must be fully and properly executed by an authorized person. By signing you certify your express authority to sign on behalf of yourself, your company, or other entity and that all information provided is complete, true and accurate. Also, the contractor affirms that it understands and agrees to comply with the procedures relative to permissible contacts as required by State Finance Law §139-j (3) and §139-j (6) (b).

INDIVIDUAL, CORPORATION, PARTNERSHIP, OR LLC ACKNOWLEDGMENT

STATE OF New York }
COUNTY OF New York } SS.:

On the 1st day of May in the year 2008, before me personally appeared Richard H. Dolan, known to me to be the person who executed the foregoing instrument, who, being duly sworn by me did depose and say that he resides at 164 CLINTON STREET, Town of Brooklyn, County of Kings, State of New York; and further that:

[Check One]

[] If an individual): he executed the foregoing instrument in his/her name and on his/her own behalf.

[] If a corporation): he is the of the Board of Directors of said corporation, he is authorized to execute the foregoing instrument on behalf of the corporation for purposes set forth therein; and that, pursuant to that authority, he executed the foregoing instrument in the name of and on behalf of said corporation as the act and deed of said corporation.

[] If a partnership): he is the of partnership, he is authorized to execute the foregoing instrument on behalf of the partnership for purposes set forth therein; and that, pursuant to that authority, he executed the foregoing instrument in the name of and on behalf of said partnership as the act and deed of said partnership.

[X] If a limited liability company): he is a duly authorized member of a Limited Liability Partnership LLC, the limited liability company described in said instrument; that he is authorized to execute the foregoing instrument on behalf of the limited liability company for purposes set forth therein; and that, pursuant to that authority, he executed the foregoing instrument in the name of and on behalf of said limited liability company as the act and deed of said limited liability company.

[Handwritten signature]

Notary Public
Registration No. 24-4761483

BENNETTE D. KRAMER
Notary Public, State of New York
No. 24-4761483
Qualified in Kings County
Commission Expires March 30, 2010

State of: New York

Exhibit 1

A. Unless otherwise approved in advance by the CHAMBER, SCHLAM STONE shall not be reimbursed for the following:

1. Secretarial or word processing time (normal, temporary or overtime).
2. Taxis or private cars, except (i) for travel after 9:00 p.m. when it is deemed necessary to perform work after normal business hours, (ii) for weekend work, (iii) where public transportation is not reasonably available, (iv) where heavy or bulky material must also be transported or (v) as part of travel. Receipts must be forwarded should taxis or private cars be billed.
3. Meal charges, except for actual and reasonable expenses (i) when deemed necessary to perform work after normal business hours, or (ii) which are required for business purposes, such as expenses incurred while preparing a witness for trial. Where deemed an appropriate cost, overtime meals will be reimbursed at the State rate.
4. Time spent by attorneys or others in preparing bills.

B. SCHLAM STONE shall be reimbursed for disbursements as follows:

Long Distance Telephone Charges:	Actual cost
Reproduction:	20 cents per page
Fax Transmittals and Receipts:	\$1.00 per page (domestic)
Computer Research:	Actual cost
Out-of-Town Travel:	Reimbursement at State Rate for Coach fare, accommodations and Meal charges for breakfast and dinner
Postage and Overnight Mail:	Actual cost
Messenger Services:	Actual cost of necessary messenger services
Third-Party Legal Consultants And Special Counsel:	Hourly rates not exceeding established in Section III. Compensation
Third-Party Consultants and Experts:	Actual costs

Appendix A-1: STANDARD CLAUSES FOR NYS CONTRACTS

The parties to the attached contract, license, lease, amendment or other agreement of any kind (hereinafter, "the contract" or "this contract") agree to be bound by the following clauses which are hereby made a part of the contract (the word "Contractor" herein refers to any party other than the State, whether a contractor, licenser, licensee, lessor, lessee or any other party):

1. **EXECUTORY CLAUSE.** In accordance with Section 41 of the State Finance Law, the State shall have no liability under this contract to the Contractor or to anyone else beyond funds appropriated and available for this contract.

2. **NON-ASSIGNMENT CLAUSE.** In accordance with Section 138 of the State Finance Law, this contract may not be assigned by the Contractor or its right, title or interest therein assigned, transferred, conveyed, sublet or otherwise disposed of without the previous consent, in writing, of the State and any attempts to assign the contract without the State's written consent are null and void. The Contractor may, however, assign its right to receive payment without the State's prior written consent unless this contract concerns Certificates of Participation pursuant to Article 5-A of the State Finance Law.

3. **COMPTROLLER'S APPROVAL.** In accordance with Section 112 of the State Finance Law (or, if this contract is with the State University or City University of New York, Section 355 or Section 6218 of the Education Law), if this contract exceeds \$50,000 (or the minimum thresholds agreed to by the Office of the State Comptroller for certain S.U.N.Y. and C.U.N.Y. contracts), or if this is an amendment for any amount to a contract which, as so amended, exceeds said statutory amount, or if, by this contract, the State agrees to give something other than money when the value or reasonably estimated value of such consideration exceeds \$10,000, it shall not be valid, effective or binding upon the State until it has been approved by the State Comptroller and filed in his office. Comptroller's approval of contracts let by the Office of General Services is required when such contracts exceed \$85,000 (State Finance Law Section 163.6.a).

4. **WORKERS' COMPENSATION BENEFITS.** In accordance with Section 142 of the State Finance Law, this contract shall be void and of no force and effect unless the Contractor shall provide and maintain coverage during the life of this contract for the benefit of such employees as are required to be covered by the provisions of the Workers' Compensation Law.

5. **NON-DISCRIMINATION REQUIREMENTS.** To the extent required by Article 15 of the Executive Law (also known as the Human Rights Law) and all other State and Federal statutory and constitutional non-discrimination provisions, the Contractor will not discriminate against any employee or applicant for employment because of race, creed, color, sex, national origin, sexual orientation, age, disability, genetic predisposition or carrier status, or marital status. Furthermore, in accordance with Section 220-e of the Labor Law, if this is a contract for the construction, alteration or repair of any public building or public work or for the manufacture, sale or distribution of materials, equipment or supplies, and to the extent that this contract shall be performed within the State of New York, Contractor agrees that neither it nor its subcontractors shall, by reason of race, creed, color, disability, sex, or national origin: (a) discriminate in hiring against any New York State citizen who is qualified and available to perform the work; or (b) discriminate against or intimidate any employee hired for the performance of work under this contract. If this is a building service contract as defined in Section 230 of the Labor Law, then, in accordance with Section 239 thereof, Contractor agrees that neither it nor its subcontractors shall by reason of race, creed, color, national origin, age, sex or disability: (a) discriminate in hiring against any New York State citizen who is qualified and available to perform the work; or (b) discriminate against or intimidate any employee hired for the performance of work under this contract. Contractor is subject to fines of \$50.00 per person per day for any violation of Section 220-e or Section 239 as well as possible termination of this contract and forfeiture of all moneys due hereunder for a second or subsequent violation.

6. **WAGE AND HOURS PROVISIONS.** If this is a public work contract covered by Article 8 of the Labor Law or a building service contract covered by Article 9 thereof, neither Contractor's employees nor the employees of its subcontractors may be required or permitted to work more than the number of hours or days stated in said statutes, except as otherwise provided in the Labor Law and as set forth in prevailing wage and supplement schedules issued by the State Labor Department. Furthermore, Contractor and its subcontractors must pay at least the prevailing wage rate and pay or provide the prevailing supplements, including the premium rates for overtime pay, as determined by the State Labor Department in accordance with the Labor Law.

7. **NON-COLLUSIVE BIDDING CERTIFICATION.** In accordance with Section 139-d of the State Finance Law, if this contract was awarded based upon the submission of bids, Contractor affirms, under penalty of perjury, that its

bid was arrived at independently and without collusion aimed at restricting competition. Contractor further affirms that, at the time Contractor submitted its bid, an authorized and responsible person executed and delivered to the State a non-collusive bidding certification on Contractor's behalf.

8. INTERNATIONAL BOYCOTT PROHIBITION. In accordance with Section 220-f of the Labor Law and Section 139-h of the State Finance Law, if this contract exceeds \$5,000, the Contractor agrees, as a material condition of the contract, that neither the Contractor nor any substantially owned or affiliated person, firm, partnership or corporation has participated, is participating, or shall participate in an international boycott in violation of the federal Export Administration Act of 1979 (50 USC App. Sections 2401 et seq.) or regulations thereunder. If such Contractor, or any of the aforesaid affiliates of Contractor, is convicted or is otherwise found to have violated said laws or regulations upon the final determination of the United States Commerce Department or any other appropriate agency of the United States subsequent to the contract's execution, such contract, amendment or modification thereto shall be rendered forfeit and void. The Contractor shall so notify the State Comptroller within five (5) business days of such conviction, determination or disposition of appeal (2NYCRR 105.4).

9. SET-OFF RIGHTS. The State shall have all of its common law, equitable and statutory rights of set-off. These rights shall include, but not be limited to, the State's option to withhold for the purposes of set-off any moneys due to the Contractor under this contract up to any amounts due and owing to the State with regard to this contract, any other contract with any State department or agency, including any contract for a term commencing prior to the term of this contract, plus any amounts due and owing to the State for any other reason including, without limitation, tax delinquencies, fee delinquencies or monetary penalties relative thereto. The State shall exercise its set-off rights in accordance with normal State practices including, in cases of set-off pursuant to an audit, the finalization of such audit by the State agency, its representatives, or the State Comptroller.

10. RECORDS. The Contractor shall establish and maintain complete and accurate books, records, documents, accounts and other evidence directly pertinent to performance under this contract (hereinafter, collectively, "the Records"). The Records must be kept for the balance of the calendar year in which they were made and for six (6) additional years thereafter. The State Comptroller, the Attorney General and any other person or entity authorized to conduct an examination, as well as the agency or agencies involved in this contract, shall have access to the Records during normal business hours at an office of the Contractor within the State of New York or, if no such office is available, at a mutually agreeable and reasonable venue within the State, for the term specified above for the purposes of inspection, auditing and copying. The State shall take reasonable steps to protect from public disclosure any of the Records which are exempt from disclosure under Section 87 of the Public Officers Law (the "Statute") provided that: (i) the Contractor shall timely inform an appropriate State official, in writing, that said records should not be disclosed; and (ii) said records shall be sufficiently identified; and (iii) designation of said records as exempt under the Statute is reasonable. Nothing contained herein shall diminish, or in any way adversely affect, the State's right to discovery in any pending or future litigation.

11. IDENTIFYING INFORMATION AND PRIVACY NOTIFICATION. (a) **FEDERAL EMPLOYER IDENTIFICATION NUMBER and/or FEDERAL SOCIAL SECURITY NUMBER.** All invoices or New York State standard vouchers submitted for payment for the sale of goods or services or the lease of real or personal property to a New York State agency must include the payee's identification number, i.e., the seller's or lessor's identification number. The number is either the payee's Federal employer identification number or Federal social security number, or both such numbers when the payee has both such numbers. Failure to include this number or numbers may delay payment. Where the payee does not have such number or numbers, the payee, on its invoice or New York State standard voucher, must give the reason or reasons why the payee does not have such number or numbers.

(b) **PRIVACY NOTIFICATION.** (1) The authority to request the above personal information from a seller of goods or services or a lessor of real or personal property, and the authority to maintain such information, is found in Section 5 of the State Tax Law. Disclosure of this information by the seller or lessor to the State is mandatory. The principal purpose for which the information is collected is to enable the State to identify individuals, businesses and others who have been delinquent in filing tax returns or may have understated their tax liabilities and to generally identify persons affected by the taxes administered by the Commissioner of Taxation and Finance. The information will be used for tax administration purposes and for any other purpose authorized by law.

(2) The personal information is requested by the purchasing unit of the agency contracting to purchase the goods or services or lease the real or personal property covered by this contract or lease. The information is maintained in New York State's Central Accounting System by the Director of Accounting Operations, Office of the State Comptroller, 110 State Street, Albany, New York 12236.

12. EQUAL EMPLOYMENT OPPORTUNITIES FOR MINORITIES AND WOMEN. In accordance with Section 312 of the Executive Law, if this contract is: (i) a written agreement or purchase order instrument, providing for a total expenditure in excess of \$25,000.00, whereby a contracting agency is committed to expend or does expend funds in return for labor, services, supplies, equipment, materials or any combination of the foregoing, to be performed

for, or rendered or furnished to the contracting agency; or (ii) a written agreement in excess of \$100,000.00 whereby a contracting agency is committed to expend or does expend funds for the acquisition, construction, demolition, replacement, major repair or renovation of real property and improvements thereon; or (iii) a written agreement in excess of \$100,000.00 whereby the owner of a State assisted housing project is committed to expend or does expend funds for the acquisition, construction, demolition, replacement, major repair or renovation of real property and improvements thereon for such project, then:

(a) The Contractor will not discriminate against employees or applicants for employment because of race, creed, color, national origin, sex, age, disability or marital status, and will undertake or continue existing programs of affirmative action to ensure that minority group members and women are afforded equal employment opportunities without discrimination. Affirmative action shall mean recruitment, employment, job assignment, promotion, upgradings, demotion, transfer, layoff, or termination and rates of pay or other forms of compensation;

(b) at the request of the contracting agency, the Contractor shall request each employment agency, labor union, or authorized representative of workers with which it has a collective bargaining or other agreement or understanding, to furnish a written statement that such employment agency, labor union or representative will not discriminate on the basis of race, creed, color, national origin, sex, age, disability or marital status and that such union or representative will affirmatively cooperate in the implementation of the contractor's obligations herein; and

(c) the Contractor shall state, in all solicitations or advertisements for employees, that, in the performance of the State contract, all qualified applicants will be afforded equal employment opportunities without discrimination because of race, creed, color, national origin, sex, age, disability or marital status.

Contractor will include the provisions of "a", "b", and "c" above, in every subcontract over \$25,000.00 for the construction, demolition, replacement, major repair, renovation, planning or design of real property and improvements thereon (the "Work") except where the Work is for the beneficial use of the Contractor. Section 312 does not apply to: (i) work, goods or services unrelated to this contract; or (ii) employment outside New York State; or (iii) banking services, insurance policies or the sale of securities. The State shall consider compliance by a contractor or subcontractor with the requirements of any federal law concerning equal employment opportunity which effectuates the purpose of this section. The contracting agency shall determine whether the imposition of the requirements of the provisions hereof duplicate or conflict with any such federal law and if such duplication or conflict exists, the contracting agency shall waive the applicability of Section 312 to the extent of such duplication or conflict. Contractor will comply with all duly promulgated and lawful rules and regulations of the Governor's Office of Minority and Women's Business Development pertaining hereto.

13. CONFLICTING TERMS. In the event of a conflict between the terms of the contract (including any and all attachments thereto and amendments thereof) and the terms of this Appendix A, the terms of this Appendix A shall control.

14. GOVERNING LAW. This contract shall be governed by the laws of the State of New York except where the Federal supremacy clause requires otherwise.

15. LATE PAYMENT. Timeliness of payment and any interest to be paid to Contractor for late payment shall be governed by Article 11-A of the State Finance Law to the extent required by law.

16. NO ARBITRATION. Disputes involving this contract, including the breach or alleged breach thereof, may not be submitted to binding arbitration (except where statutorily authorized), but must, instead, be heard in a court of competent jurisdiction of the State of New York.

17. SERVICE OF PROCESS. In addition to the methods of service allowed by the State Civil Practice Law & Rules ("CPLR"), Contractor hereby consents to service of process upon it by registered or certified mail, return receipt requested. Service hereunder shall be complete upon Contractor's actual receipt of process or upon the State's receipt of the return thereof by the United States Postal Service as refused or undeliverable. Contractor must promptly notify the State, in writing, of each and every change of address to which service of process can be made. Service by the State to the last known address shall be sufficient. Contractor will have thirty (30) calendar days after service hereunder is complete in which to respond.

18. PROHIBITION ON PURCHASE OF TROPICAL HARDWOODS. The Contractor certifies and warrants that all wood products to be used under this contract award will be in accordance with, but not limited to, the specifications and provisions of State Finance Law §165. (Use of Tropical Hardwoods) which prohibits purchase and use of tropical hardwoods, unless specifically exempted, by the State or any governmental agency or political subdivision or public benefit corporation. Qualification for an exemption under this law will be the responsibility of the contractor to establish to meet with the approval of the State.

In addition, when any portion of this contract involving the use of woods, whether supply or installation, is to be performed by any subcontractor, the prime Contractor will indicate and certify in the submitted bid proposal that the subcontractor has been informed and is in compliance with specifications and provisions regarding use of tropical hardwoods as detailed in §165 State Finance Law. Any such use must meet with the approval of the State; otherwise, the bid may not be considered responsive. Under bidder certifications, proof of qualification for exemption will be the responsibility of the Contractor to meet with the approval of the State.

19. MACBRIDE FAIR EMPLOYMENT PRINCIPLES. In accordance with the MacBride Fair Employment Principles (Chapter 807 of the Laws of 1992), the Contractor hereby stipulates that the Contractor either (a) has no business operations in Northern Ireland, or (b) shall take lawful steps in good faith to conduct any business operations in Northern Ireland in accordance with the MacBride Fair Employment Principles (as described in Section 165 of the New York State Finance Law), and shall permit independent monitoring of compliance with such principles.

20. OMNIBUS PROCUREMENT ACT OF 1992. It is the policy of New York State to maximize opportunities for the participation of New York State business enterprises, including minority and women-owned business enterprises as bidders, subcontractors and suppliers on its procurement contracts.

Information on the availability of New York State subcontractors and suppliers is available from:

NYS Department of Economic Development
Division for Small Business
30 South Pearl St -- 7th Floor
Albany, New York 12245
Telephone: 518-292-5220
Fax: 518-292-5884
<http://www.empire.state.ny.us>

A directory of certified minority and women-owned business enterprises is available from:

NYS Department of Economic Development
Division of Minority and Women's Business Development
30 South Pearl St -- 2nd Floor
Albany, New York 12245
Telephone: 518-292-5250
Fax: 518-292-5803
<http://www.empire.state.ny.us>

The Omnibus Procurement Act of 1992 requires that by signing this bid proposal or contract, as applicable, Contractors certify that whenever the total bid amount is greater than \$1 million:

- (a) The Contractor has made reasonable efforts to encourage the participation of New York State Business Enterprises as suppliers and subcontractors, including certified minority and women-owned business enterprises, on this project, and has retained the documentation of these efforts to be provided upon request to the State;
- (b) The Contractor has complied with the Federal Equal Opportunity Act of 1972 (P.L. 92-261), as amended;
- (c) The Contractor agrees to make reasonable efforts to provide notification to New York State residents of employment opportunities on this project through listing any such positions with the Job Service Division of the New York State Department of Labor, or providing such notification in such manner as is consistent with existing collective bargaining contracts or agreements. The Contractor agrees to document these efforts and to provide said documentation to the State upon request; and
- (d) The Contractor acknowledges notice that the State may seek to obtain offset credits from foreign countries as a result of this contract and agrees to cooperate with the State in these efforts.

21. RECIPROCITY AND SANCTIONS PROVISIONS. Bidders are hereby notified that if their principal place of business is located in a country, nation, province, state or political subdivision that penalizes New York State vendors, and if the goods or services they offer will be substantially produced or performed outside New York State, the Omnibus Procurement Act 1994 and 2000 amendments (Chapter 684 and Chapter 383, respectively) require that they be denied contracts which they would otherwise obtain. NOTE: As of May 15, 2002, the list of discriminatory jurisdictions subject to this provision includes the states of South Carolina, Alaska, West Virginia, Wyoming, Louisiana and Hawaii. Contact NYS Department of Economic Development for a current list of jurisdictions subject to this provision.

22. **PURCHASES OF APPAREL.** In accordance with State Finance Law 162 (4-a), the State shall not purchase any apparel from any vendor unable or unwilling to certify that: (i) such apparel was manufactured in compliance with all applicable labor and occupational safety laws, including, but not limited to, child labor laws, wage and hours laws and workplace safety laws, and (ii) vendor will supply, with its bid (or, if not a bid situation, prior to or at the time of signing a contract with the State), if known, the names and addresses of each subcontractor and a list of all manufacturing plants to be utilized by the bidder.

**CONTRACT C000229
NEW YORK STATE EXECUTIVE CHAMBER
AND SCHLAM, STONE & DOLAN LLP
FOR LEGAL SERVICES
FOR THE PERIOD
APRIL 25, 2008 THROUGH MARCH 31, 2009**

We hereby agree to amend Contract C000229 (hereinafter "Contract") entered into on April 25, 2008, by and between the New York State Executive Chamber (Chamber) and Schlam, Stone & Dolan LLP (Schlam Stone), for legal advice and representation in connection with the case Judith Kaye and the New York State Unified Court System v. Sheldon Silver et al., No. 400763/08 (N.Y. County Supreme Court).

Both parties hereby agree to amend the following provisions:

Witnesseth (Replacing the First and Second Paragraphs)

"WHEREAS, the CHAMBER and the New York State Assembly require legal advice and representation in connection with the following cases: Judith Kaye and the New York State Unified Court System v. Sheldon Silver et al., No. 400763/08 (N.Y. County Supreme Court); Susan Larabee, Michael Nanno, Patricia Nunez, and Geoffrey Wright v. the Governor of the State of New York et al., No. 112301/2007; and Edward Maron, Arthur Shack, and Joseph DeMarco v. Sheldon Silver et al, against the Governor, the State of New York, the State Assembly and the State Senate., No. 4108-2007 (hereinafter "Lawsuits"), and

WHEREAS, the Lawsuits seek a declaratory judgment that the amount of compensation paid to judges is unconstitutionally low, and seeks a pay increase and retroactive pay back to January 1, 2005, and

WHEREAS, the CHAMBER has determined that SCHLAM, STONE is well qualified to perform legal services related to the CHAMBER's response to the Lawsuits, and"

II. TERM OF ENGAGEMENT

"The CHAMBER hereby engages SCHLAM, STONE to furnish legal services set forth in section I, to be deemed effective April 25, 2008 upon approval by the NYS Comptroller, through March 31, 2009."

III. COMPENSATION, B.

"Total payments under this AGREEMENT shall not exceed a maximum amount of \$400,000 which shall be inclusive of all expenses, travel and other disbursements billed at a reasonable cost, and as set forth in

Exhibit 1 attached hereto and made a part hereof. If at any time it appears that unusually large expenses will be incurred, such as substantial reproduction costs, large research projects, or costs for expert witnesses or consultants, then SCHLAM, STONE shall advise the CHAMBER prior to incurring such expenses. The aforementioned examples are not intended to be all inclusive."

Except as modified herein, all terms and conditions of said Contract shall remain in full force and effect through the expiration date.

IN WITNESS WHEREOF the parties have executed this AGREEMENT on the 5 day of September, 2008.

Contractor:
Schlam, Stone and Dolan LLP

By: *Richard Dolan*
Richard Dolan, Esq.
Partner

Date: SEP 5, 2008

Agency:
New York State Executive Chamber

By: *Theresa Brennan*
Theresa Brennan
Director of Administrative Services

Date: 9/9/08

Attorney General:
Andrew M. Cuomo

By: APPROVED AS TO FORM
NYS ATTORNEY GENERAL

Date: SEP 23 2008

Lorraine I. Remo
LORRAINE I. REMO
ASSOCIATE ATTORNEY

State Comptroller:
Thomas P. DiNapoli

By: _____

Date: _____

APPROVED
DEPT. OF AUDIT & CONTROL
OCT 17 2008
John M. ...
FOR THE STATE COMPTROLLER

CORPORATE ACKNOWLEDGMENT FORM

The acknowledgment must be fully and properly executed by an authorized person. By signing you certify your express authority to sign on behalf of yourself, your company, or other entity and that all information provided is complete, true and accurate. Also, the contractor affirms that it understands and agrees to comply with the procedures relative to permissible contacts as required by State Finance Law §139-j (3) and §139-j (6) (b).

INDIVIDUAL, CORPORATION, PARTNERSHIP, OR LLC ACKNOWLEDGMENT

STATE OF NEW YORK }
COUNTY OF NEW YORK }
: SS.:

On the 5th day of September in the year 2008, before me personally appeared RICHARD H. DOLAN, known to me to be the person who executed the foregoing instrument, who, being duly sworn by me did depose and say that he resides at Richard H. Dolan 164 CLINTON STREET, Town of Breeckley, County of Kings, State of New York; and further that:

[Check One]

- () If an individual: he executed the foregoing instrument in his/her name and on his/her own behalf.
() If a corporation: he is the of the Board of Directors of said corporation, he is authorized to execute the foregoing instrument on behalf of the corporation for purposes set forth therein; and that, pursuant to that authority, he executed the foregoing instrument in the name of and on behalf of said corporation as the act and deed of said corporation.
() If a partnership: he is the of the partnership described in said instrument; that, by the terms of said partnership, he is authorized to execute the foregoing instrument on behalf of the partnership for purposes set forth therein; and that, pursuant to that authority, he executed the foregoing instrument in the name of and on behalf of said partnership as the act and deed of said partnership.

(X) If a limited liability company: he is a duly authorized member of a limited liability partnership LLC, the limited liability company described in said instrument; that he is authorized to execute the foregoing instrument on behalf of the limited liability company for purposes set forth therein; and that, pursuant to that authority, he executed the foregoing instrument in the name of and on behalf of said limited liability company as the act and deed of said limited liability company.

Rebecca Caravaglio
Notary Public
Registration No. 43-4993626

Schlem Stone + Dolan LLC
REBECCA CARAVAGLIO
Notary Public, State of New York
No. 43-4993626
Qualified in Richmond County
Commission Expires March 23, 2010

State of: NEW YORK

**CONTRACT NO. C000229
NEW YORK STATE EXECUTIVE CHAMBER
AND SCHLAM, STONE & DOLAN LLP
FOR LEGAL SERVICES
FOR THE PERIOD
APRIL 25, 2008 THROUGH MARCH 31, 2010**

We hereby agree to amend Contract C000229 (hereinafter "Contract") entered into on April 25, 2008 and amended on October 17, 2008, by and between the New York State Executive Chamber (Chamber) and Schlam, Stone & Dolan LLP (Schlam, Stone), for legal advice and representation.

Paragraph 1 of the section "WITNESSETH" is replaced by:

"WHEREAS, the CHAMBER and the New York State Assembly require legal advice and representation in connection with the following cases: Judith Kaye and the New York State Unified Court System v. Sheldon Silver et al., No. 400763/08 (N.Y. County Supreme Court); Susan Larabee, Michael Nenko, Patricia Nunez, and Geoffrey Wright v. the Governor of the State of New York et al., No. 112301/2007; Edward Maron, Arthur Shack, and Joseph DeMarco v. Sheldon Silver et al, against the Governor, the State of New York, the State Assembly and the State Senate., No. 4108-2007; and Arlene R. Silverman v. Sheldon Silver, as Speaker of the New York State Assembly, Dean Skelos as the Temporary President of the New York State Senate, New York State Senate, David A. Paterson, as Governor of the State of New York, and the State of New York, No. 117058-2008 (hereinafter "Lawsuits"), "

Section II. TERM OF ENGAGEMENT is replaced by:

"The CHAMBER hereby engages SCHLAM, STONE to furnish legal services set forth in section I, to be deemed effective April 25, 2008 upon approval by the NYS Comptroller, through March 31, 2010."

Section III. COMPENSATION, D. Concluding Paragraph and Billing Address is replaced by:

It is understood and agreed that SCHLAM, STONE shall provide the CHAMBER with copies of all bills submitted for services rendered to CHAMBER. The Chamber may designate in writing the individual(s) to receive such billings. At this time, all invoices or statements shall be submitted to:

Mr. Peter Kiernan
Counsel to the Governor
Executive Chamber
State Capitol
Albany, NY 12224

Except as modified herein, all terms and conditions of said AGREEMENT shall remain in full force and effect through the extended expiration date.

Contract No. C-000229

IN WITNESS WHEREOF the parties have executed this amendment on the 27
day of MARCH, 2009.

CONTRACTOR:

Schlam, Stone & Dolan LLP

By: *Richard Dolan*

Print Name: Richard Dolan, Esq.

Title: Partner

Dated: _____

AGENCY:

New York State Executive Chamber

By: *Theresa Brennan*

Print Name: Theresa Brennan
Director of Administrative
Services

Dated: 3/31/09

ATTORNEY GENERAL:

Andrew M. Cuomo **APPROVED AS TO FORM
NYS ATTORNEY GENERAL**

By: _____

Dated: _____

Lorraine I. Remo
**LORRAINE I. REMO
ASSOCIATE ATTORNEY**

COMPTROLLER:

Thomas P. DiNapoli

By: _____

Dated: _____

CORPORATE ACKNOWLEDGMENT FORM

The acknowledgment must be fully and properly executed by an authorized person. By signing you certify your express authority to sign on behalf of yourself, your company, or other entity and that all information provided is complete, true and accurate. Also, the contractor affirms that it understands and agrees to comply with the procedures relative to permissible contacts as required by State Finance Law §139-j (3) and §139-j (6) (b).

INDIVIDUAL, CORPORATION, PARTNERSHIP, OR LLC ACKNOWLEDGMENT

STATE OF NEW YORK }
COUNTY OF NEW YORK } SS.:

On the 27th day of MARCH in the year 2009, before me personally appeared Richard H. Dolan, known to me to be the person who executed the foregoing instrument, who, being duly sworn by me did depose and say that he resides at 164 CLINTON STREET, Town of NEW YORK, County of KINGS, State of New York; and further that:

[Check One]

- () If an individual: he executed the foregoing instrument in his/her name and on his/her own behalf.
() If a corporation: he is the of the Board of Directors of said corporation, he is authorized to execute the foregoing instrument on behalf of the corporation for purposes set forth therein; and that, pursuant to that authority, he executed the foregoing instrument in the name of and on behalf of said corporation as the act and deed of said corporation.
(X) If a partnership: he is the SENIOR PARTNER of SCHEM STONE & DOLAN LLP, the partnership described in said instrument; that, by the terms of said partnership, he is authorized to execute the foregoing instrument on behalf of the partnership for purposes set forth therein; and that, pursuant to that authority, he executed the foregoing instrument in the name of and on behalf of said partnership as the act and deed of said partnership.
() If a limited liability company: he is a duly authorized member of LLC, the limited liability company described in said instrument; that he is authorized to execute the foregoing instrument on behalf of the limited liability company for purposes set forth therein; and that, pursuant to that authority, he executed the foregoing instrument in the name of and on behalf of said limited liability company as the act and deed of said limited liability company.

[Handwritten signature]

Notary Public BENNETTE D. KRAMER
Registration No. Notary Public, State of New York No. 24-4761483 State of:
Qualified in Kings County
Commission Expires March 30, 2010

Schlam Stone & Dolan
C000229

Attachment	Date Entered	Voucher #	Invoice	Period Covered	Case	Amount
A	06/10/08	0800508	24293	04/25/08 - 04/30/08	Kaye	\$ 9,680.00
B	07/08/08	0800729	24383	05/01/08 - 05/31/08	Kaye	\$ 25,975.92
C	08/04/08	0800816	24506	06/01/08 - 06/30/08	Kaye	\$ 28,146.15
D	09/02/08	0801058	24674	07/01/08 - 07/31/08	Kaye	\$ 31,947.88
E	10/22/08	0801343	24799	08/01/08 - 08/31/08	Larabee	\$ 3,965.63
F	10/22/08	0801343	24675	07/01/08 - 07/31/08	Larabee	\$ 4,434.00
G	10/22/08	0801344	24800	08/01/08 - 08/31/08	Maron	\$ 2,278.47
H	10/22/08	0801344	24676	07/01/08 - 07/31/08	Maron	\$ 6,666.00
I	10/31/08	0801420	24898	09/01/08 - 09/30/08	Larabee	\$ 23,276.33
J	10/31/08	0801421	24897	09/01/08 - 09/30/08	Kaye	\$ 175.00
K	11/03/08	0801422	24899	09/01/08 - 09/30/08	Maron	\$ 6,986.14
L	12/02/08	0801612	24987	10/01/08 - 10/31/08	Larabee	\$ 21,054.98
M	12/03/08	0801630	24986	10/01/08 - 10/31/08	Kaye	\$ 350.00
N	02/19/09	0802008	25130	11/01/08 - 11/30/08	Larabee	\$ 14,353.66
O	02/19/09	0802008	25129	11/01/08 - 11/30/08	Kaye	\$ 3,506.38
P	02/19/09	0802008	25289	12/01/08 - 12/31/08	Kaye	\$ 70.00
Q	02/19/09	0802008	25131	11/01/08 - 11/30/08	Maron	\$ 691.14
R	02/19/09	0802008	25290	12/01/08 - 12/31/08	Maron	\$ 10,891.82
						\$ 194,449.50

For
JV

Attachment A

0800508

SCHLAM STONE & DOLAN LLP

26 BROADWAY

NEW YORK, N.Y. 10004

(212) 344-5400

TELECOPIER: (212) 344-7877

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HARVEY M. STONE
RICHARD H. DOLAN
WAYNE I. BADEN
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JEFFREY M. EILENDER
JOHN M. LUNDIN
JONATHAN MAZER

PETER R. SCHLAM (1944-2008)
OF COUNSEL
RONALD G. RUSSO
MARY W. ANDERSON
DAVID J. KATZ
ERIK S. GROOTHUIS
HILLARY S. ZILZ
ANDREW S. HARRIS

Ms. Terryl Brown Clemons
First Assistant Counsel to the Governor
Executive Chamber
State Capitol
Albany, NY 12224

May 19, 2008

Invoice # 24293

FOR PROFESSIONAL SERVICES RENDERED in connection with:
Contract C000229 New York State Executive Chamber and Schlam Stone & Dolan LLP
for Legal Services for the period April 25, 2008 through April 30, 2008
Schlam Stone & Dolan LLP Tax ID # 13-3056013

	<u>Hours</u>	<u>Amount</u>
For Professional Services Rendered	31.20	\$9,672.00
Total Disbursements & Other Charges		\$8.00
Total Amount Due		\$9,680.00

OK to pay
CW
6/11/08

OK to pay
28-May-08
Terryl Brown Clemons

AG
PC Davis
6/8/08

DIVISION OF THE BUDGET
RECEIVED

JUN 03 2008

ADMINISTRATIVE SERVICES UNIT

AW
6/11/08

20800294

Attachment B
SCHLAM STONE & DOLAN LLP

0800729
C000229

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THOMAS A. KISSANE
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JEFFREY M. EILENDER
JOHN M. LUNDIN
JONATHAN MAZER

26 BROADWAY
NEW YORK, N.Y. 10004

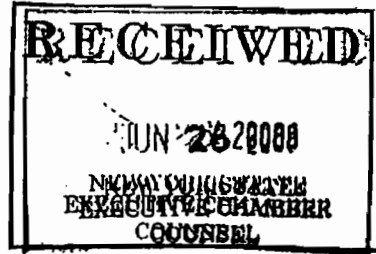
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OF COUNSEL
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ERIK S. GROOTHUIS
HILLARY S. ZILZ
ANDREW S. HARRIS



Ms. Terryl Brown Clemons
First Assistant Counsel to the Governor
Executive Chamber
State Capitol
Albany, NY 12224

June 18, 2008

Invoice # 24383

FOR PROFESSIONAL SERVICES RENDERED in connection with:
Contract C000229 New York State Executive Chamber and Schlam Stone & Dolan LLP for Legal
Services for the period May 1, 2008 through May 31, 2008
Schlam Stone & Dolan LLP Tax ID # 13-3056013

	<u>Hours</u>	<u>Amount</u>
For Professional Services Rendered	82.10	\$23,935.00
Total Disbursements & Other Charges		\$2,040.92
Total Amount Due		\$25,975.92
Previous Balance		\$9,680.00
6/17/2008 Payment - thank you		(\$9,680.00)
Total Amount Due		\$25,975.92

Terryl Brown Clemons
ok to pay
1-July-2008

\$25,975.92

OK to pay
JMS
07/07/08

DIVISION OF GENERAL SERVICES
JUL 03 2008
ADMINISTRATIVE SERVICES UNIT

OK
7/19/08
7/21/08
ohm
20800403

Attachment C
SCHLAM STONE & DOLAN LLP

LO 800480

0800816

HARVEY M. STONE
RICHARD H. DOLAN
WAYNE I. BADEN
JAMES C. SHERWOOD
THOMAS A. KISSANE
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HILLARY S. ZILZ
ANDREW S. HARRIS

Ms. Terryl Brown Clemons
First Assistant Counsel to the Governor
Executive Chamber
State Capitol
Albany, NY 12224

July 17, 2008

Invoice # 24506

FOR PROFESSIONAL SERVICES RENDERED in connection with:

Contract C000229 New York State Executive Chamber and Schlam Stone & Dolan LLP for Legal Services for the period ~~May 1, 2008 through May 31, 2008~~ June 1, 2008 through June 30, 2008
Schlam Stone & Dolan LLP Tax ID # 13-3056013

	<u>Hours</u>	<u>Amount</u>
For Professional Services Rendered	87.20	\$26,959.00
Total Disbursements & Other Charges		\$1,187.15
Total Amount Due		\$28,146.15

OK to pay
Terryl Brown Clemons
28-July-2008

OK PAB
7/20/08

AP
8/1/08
OK to pay
8/1/08

JUL 20 2008

~~20800471~~

Attachment D

SCHLAM STONE & DOLAN LLP

26 BROADWAY

NEW YORK, N.Y. 10004

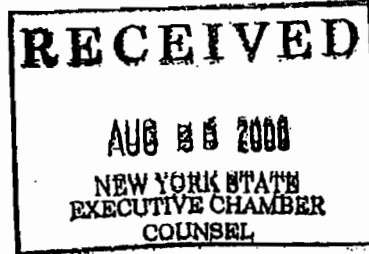
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ANDREW S. HARRIS



Ms. Terryl Brown Clemons
First Assistant Counsel to the Governor
Executive Chamber
State Capitol
Albany, NY 12224

August 19, 2008

Agency - 01000

Invoice # 24674

FOR PROFESSIONAL SERVICES RENDERED in connection with:

Kaye v. Silver

Contract C000229 New York State Executive Chamber and Schlam Stone & Dolan LLP for Legal Services for the period July 1, 2008 through July 31, 2008

Schlam Stone & Dolan LLP Tax ID # 13-3056013

	Hours	Amount
For Professional Services Rendered	94.90	\$30,210.00
Total Disbursements & Other Charges		\$1,737.88
Total Amount Due		\$31,947.88
Previous Balance		\$54,122.07
7/18/2008 Payment - thank you		(\$25,975.92)
8/15/2008 Payment - thank you		(\$28,146.15)
Total Amount Due		\$31,947.88

OK TO PAY
Terryl Brown Clemons
27 Aug. 2008

OK to pay
9/2/08

Handwritten signatures and initials

Handwritten numbers: 0801058, 20800588

Attachment E
SCHLAM STONE & DOLAN LLP

001343

26 BROADWAY

NEW YORK, N.Y. 10004

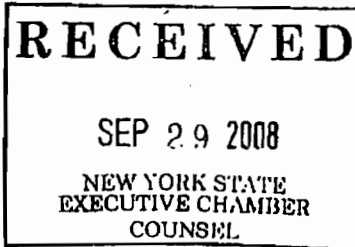
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 JOHN M. LUNDIN
 JONATHAN MAZER

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 OF COUNSEL
 RONALD G. RUSSO
 MARY W. ANDERSON
 DAVID J. KATZ
 ERIK S. GROOTHUIS
 HILLARY S. ZILZ
 ANDREW S. HARRIS



*Agency
01000*

Ms. Terryl Brown Clemons
 First Assistant Counsel to the Governor
 Executive Chamber
 State Capitol
 Albany, NY 12224

September 25, 2008

Invoice # 24799

FOR PROFESSIONAL SERVICES RENDERED in connection with:
 Larabee v, Governor
 Contract C000229 New York State Executive Chamber and Schlam Stone & Dolan LLP for Legal
 Services for the period August 1, 2008 through August 31, 2008
 Schlam Stone & Dolan LLP Tax ID # 13-3056013

	<u>Hours</u>	<u>Amount</u>
For Professional Services Rendered	12.20	\$3,326.00
Total Disbursements & Other Charges		\$639.63
Total Amount Due		\$3,965.63
Previous Balance		\$4,434.00
Total Amount Due		\$8,399.63

*ok to pay
Terryl Brown Clemons
6-01-2008
OK [initials]
10/7/08*

Current	30 Days	60 Days	90 Days	120+ Days
\$3,965.63	\$4,434.00	\$0.00	\$0.00	\$0.00

*OK to pay
[initials]
10/21/08*

*[initials]
10/21/08*

0801343

Attachment F

Ms. Terryl Brown Clemons

August 19, 2008

Invoice # 24675

**In Reference To: Larabee v, Governor
Contract C000229 New York State Executive Chamber and Schlam Stone
& Dolan LLP for Legal Services for the period July 1, 2008 through July
31, 2008
Schlam Stone & Dolan LLP Tax ID # 13-3056013**

Professional Services

		<u>Hours</u>
7/18/2008	ESG Review briefing in Maron and Larabee actions.	1.60
	RHD many t/cs re Larabee appeal and motion to be presented in App Div on Monday (Julie Silver, Joel Graber, Tom Bezanson); review motion papers; email to Gov's office et al re proposed response; confs DK and ESG; rec'd letter from Nussbaum to Court re Kaye v. Silver, emails re same	5.50
7/21/2008	DJK. Appeared at First Department with Richard re briefing schedule for Plaintiffs' motion to vacate automatic stay and expedite appeal.	1.50
	RHD prep for and attend conf in App Div, First Dep't; meeting with AG team (JGraber, JSheridan, LCohen); conf DK	1.50
7/31/2008	ESG Review plaintiffs' brief re motion to vacate stay and expedite appeal and cases cited in same; meet with Mr. Kuehnle re research for opposition papers.	3.60
	RHD conf DK and ESG re opposition to motion in App Div, emails re same	0.50
		<u>Amount</u>
	For professional services rendered	14.20 \$4,434.00
	Total Amount Due	\$4,434.00

Attachment G

0801344

SCHLAM STONE & DOLAN LLP

26 BROADWAY

NEW YORK, N.Y. 10004

(212) 344-5400

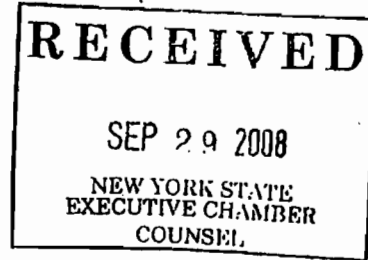
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JONATHAN MAZER

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MARY W. ANDERSON
DAVID J. KATZ
ERIK S. GROOTHUIS
HILLARY S. ZILZ
ANDREW S. HARRIS

Ms. Terryl Brown Clemons
First Assistant Counsel to the Governor
Executive Chamber
State Capitol
Albany, NY 12224



Agency:
07000

September 25, 2008

Invoice # 24800

FOR PROFESSIONAL SERVICES RENDERED in connection with:

Maron v. Silver

Contract C000229 New York State Executive Chamber and Schlam Stone & Dolan LLP for Legal Services for the period August 1, 2008 through August 31, 2008

Schlam Stone & Dolan LLP Tax ID # 13-3056013

	<u>Hours</u>	<u>Amount</u>
For Professional Services Rendered	6.40	\$2,240.00
Total Disbursements & Other Charges		\$38.47
Total Amount Due		\$2,278.47
Previous Balance		\$6,666.00
Total Amount Due		\$8,944.47

Ok to pay
Terryl Brown Clemons
6-000-2008
OK [Signature]
10/7/08

Current	30 Days	60 Days	90 Days	120+ Days
\$2,278.47	\$6,666.00	\$0.00	\$0.00	\$0.00

10/21/08

Ok to Pay
[Signature]
10/21/08

Attachment H

Ms. Terryl Brown Clemons

August 19, 2008

Invoice # 24676

In Reference To: Maron v. Silver
Contract C000229 New York State Executive Chamber and Schlam Stone
& Dolan LLP for Legal Services for the period July 1, 2008 through July
31, 2008
Schlam Stone & Dolan LLP Tax ID # 13-3056013

Professional Services

	<u>Hours</u>	
7/21/2008 ESG	1.40	✓ Review briefing in Maron action.
RHD	3.50	✓ work on reply brief, review petitioners' briefs, conf DK, review drafts by DK and EG, emails re same
7/22/2008 DJK	1.00	✓ Reviewed draft reply brief circulated by AG's Office; reviewed Plaintiffs' brief and lower court's opinion; provided comments to Richard.
ESG	3.40	✓ Read appeal briefs in Maron action; draft Speech or Debate Clause section of appeal brief and research re same.
RHD	6.50	✓ drafting reply brief, many emails, research; conf DK and ESG
7/23/2008 DJK	1.00	✓ Worked with Richard Dolan to finalize reply brief for filing.
RHD	3.30	✓ Vcs and emails with Julie Sheridan re reply brief, final edits and changes to same, t/c and letter to Clerk, 3d Dept re oversized filing; conf DK
7/25/2008 RHD	0.50	✓ rec'd record from AG's office, quick review

	<u>Amount</u>
For professional services rendered	20.60 \$6,666.00
Total Amount Due	<u>\$6,666.00</u> ✓

Attachment I
SCHLAM STONE & DOLAN LLP

L 0800754
V 0801420

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NEW YORK, N.Y. 10004

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BENNETTE D. KRAMER
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JOHN M. LUNDIN
JONATHAN MAZER

Division of the Budget
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OCT 20 2008

Ms. Terryl Brown Clemons
First Assistant Counsel to the Governor
Executive Chamber
State Capitol
Albany, NY 12224

Administrative Services Unit

*OK to pay
Terryl Brown Clemons
29 Oct 2008*

*OK PAY
10/30/08*

October 13, 2008

Invoice # 24898

FOR PROFESSIONAL SERVICES RENDERED in connection with:

Larabee v, Governor

Contract C000229 New York State Executive Chamber and Schlam Stone & Dolan LLP for Legal

Services for the period September 1, 2008 through September 30, 2008

Schlam Stone & Dolan LLP Tax ID # 13-3056013

	<u>Hours</u>	<u>Amount</u>
For Professional Services Rendered	68.30	\$23,273.00
Total Disbursements & Other Charges		\$3.33
Total Amount Due		\$23,276.33
Previous Balance		\$8,399.63
Total Amount Due		\$31,675.96
	Current	30 Days
	60 Days	90 Days
	120+ Days	
	\$27,241.96	\$4,434.00
	\$0.00	\$0.00
	\$0.00	\$0.00

*OK to pay
(OK)*

10/30/08

*this has
already been
p.d. (OK)*

*OK
10/31/08*

Attachment J
 SCHLAM STONE & DOLAN LLP

0801421

LO800755

26 BROADWAY
 NEW YORK, N.Y. 10004

(212) 344-5400

TELECOPIER: (212) 344-7677

www.schlamstone.com

PETER R. SCHLAM (1944-2008)

OF COUNSEL
 RONALD G. RUSSO
 MARY W. ANDERSON
 DAVID J. KATZ
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 HILLARY S. ZILZ
 ANDREW S. HARRIS

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 JOHN M. LUNDIN
 JONATHAN MAZER

Ms. Terryl Brown Clemons
 First Assistant Counsel to the Governor
 Executive Chamber
 State Capitol
 Albany, NY 12224

*OK to pay
 Service Rendered Clemons
 24-Oct-2008*

*OK [Signature]
 10/30/08*

October 13, 2008

Invoice # 24897

FOR PROFESSIONAL SERVICES RENDERED in connection with:

Kaye v. Silver
 Contract C000229 New York State Executive Chamber and Schlam Stone & Dolan LLP for Legal
 Services for the period September 1, 2008 through September 30, 2008
 Schlam Stone & Dolan LLP Tax ID # 13-3056013

	<u>Hours</u>	<u>Amount</u>
For Professional Services Rendered	0.50	\$175.00
Previous Balance		\$31,947.88
9/11/2008 Payment - thank you		(\$31,947.88)
Total Amount Due		<u>\$175.00</u>

Division of the Budget
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OCT 30 2008

Administrative Services Unit

*OK to pay
 (CW)
 10/30/08
 (Signature)
 10/31/08*

Attachment K
SCHLAM STONE & DOLAN LLP

0801422

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JOHN M. LUNDIN
JONATHAN MAZER

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RONALD G. RUSSO
MARY W. ANDERSON
DAVID J. KATZ
ERIK S. GROOTHUIS
HILLARY S. ZILZ
ANDREW S. HARRIS

Ms. Terryl Brown Clemons
First Assistant Counsel to the Governor
Executive Chamber
State Capitol
Albany, NY 12224

Administrative Services Unit

*OK to pay
Terryl Brown Clemons
29-Oct-2008*

*OK [Signature]
10/30/08*

October 13, 2008

Invoice # 24899

FOR PROFESSIONAL SERVICES RENDERED in connection with:
Maron v. Silver
Contract C000229 New York State Executive Chamber and Schlam Stone & Dolan LLP for Legal Services for the period September 1, 2008 through September 30, 2008
Schlam Stone & Dolan LLP Tax ID # 13-3056013

	<u>Hours</u>	<u>Amount</u>
For Professional Services Rendered	21.00	\$6,870.00
Total Disbursements & Other Charges		116.14 \$346.19
Total Amount Due		<div style="border: 1px solid black; border-radius: 50%; padding: 2px; display: inline-block;">\$6,986.14</div> \$7,216.19
Previous Balance		- \$8,944.47
Total Amount Due		\$16,160.66

*OK to pay \$6,986.14
CW*

10/31/08

10/31/08

*already pd.
CW*

Current	30 Days	60 Days	90 Days	120+ Days
\$9,494.66	\$6,666.00	\$0.00	\$0.00	\$0.00

Attachment L
SCHLAM STONE & DOLAN LLP

26 BROADWAY

NEW YORK, N.Y. 10004

(212) 344-5400

TELECOPIER: (212) 344-7677

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 JONATHAN MAZER

PETER R. SCHLAM (1944-2008)
 OF COUNSEL
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NOV 26 2008

Administrative Services Unit

Ms. Terryl Brown Clemons
 First Assistant Counsel to the Governor
 Executive Chamber
 State Capitol
 Albany, NY 12224

November 17, 2008

Invoice # 24987

FOR PROFESSIONAL SERVICES RENDERED in connection with:

Larabee v, Governor
 Contract C000229 New York State Executive Chamber and Schlam Stone & Dolan LLP for Legal
 Services for the period October 1, 2008 through October 31, 2008
 Schlam Stone & Dolan LLP Tax ID # 13-3056013

	<u>Hours</u>	<u>Amount</u>
For Professional Services Rendered	62.20	\$20,442.00
Total Disbursements & Other Charges		\$612.98
Total Amount Due		\$21,054.98
 Previous Balance		 \$31,675.96
10/30/2008 Payment - thank you		(\$8,399.63)
11/10/2008 Payment - thank you		(\$23,276.33)
Total Amount Due		\$21,054.98

*OK to pay
 Serge Brann Clemons
 25-Nov-2008*

[Signature]
 11/25/08

*OK to pay
 [Signature]
 11/25/08*

*OK to pay
 [Signature]
 12/1/08*

*L 0800849
 VO 0801612*

Attachment M
SCHLAM STONE & DOLAN LLP

V 0201630

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NEW YORK, N.Y. 10004

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THOMAS A. KISSANE
BENNETTE D. KRAMER
JEFFREY M. EILENDER
JOHN M. LUNDIN
JONATHAN MAZER

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RONALD G. RUSSO
MARY W. ANDERSON
DAVID J. KATZ
ERIK S. GROOTHUIS
HILLARY S. ZILZ
ANDREW S. HARRIS

Ms. Terryl Brown Clemons
First Assistant Counsel to the Governor
Executive Chamber
State Capitol
Albany, NY 12224

November 17, 2008

Invoice # 24986

FOR PROFESSIONAL SERVICES RENDERED in connection with:

Kaye v. Silver

Contract C000229 New York State Executive Chamber and Schlam Stone & Dolan LLP for Legal Services for the period October 1, 2008 through October 31, 2008
Schlam Stone & Dolan LLP Tax ID # 13-3056013

	<u>Hours</u>	<u>Amount</u>
For Professional Services Rendered	1.00	\$350.00
Previous Balance		\$175.00
11/10/2008 Payment - thank you		(\$175.00)
Total Amount Due		\$350.00

*Ok to pay
Terryl Brown Clemons
25-Nov-2008*

*RC [Signature]
11/25/08*

*Ok to pay
[Signature]
11/24/08*

*OK [Signature]
12/1/08*

Attachment N

SCHLAM STONE & DOLAN LLP

26 BROADWAY

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(212) 344-5400

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JOHN M. LUNDIN
JONATHAN MAZER

PETER R. SCHLAM (1944-2005)

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ANDREW S. HARRIS

Ms. Terry Brown Clemons
First Assistant Counsel to the Governor
Executive Chamber
State Capitol
Albany, NY 12224

December 15, 2008

Invoice # 25130

FOR PROFESSIONAL SERVICES RENDERED in connection with:
Larabee v, Governor
Contract C000229 New York State Executive Chamber and Schlam Stone & Dolan LLP for Legal
Services for the period November 1, 2008 through November 30, 2008
Schlam Stone & Dolan LLP Tax ID # 13-3056013

	<u>Hours</u>	<u>Amount</u>
For Professional Services Rendered	25.10	\$8,457.00
Total Disbursements & Other Charges		\$5,896.66
Total Amount Due		\$14,353.66
Previous Balance		\$21,054.98
12/12/2008 Payment - thank you		(\$21,054.98)
Total Amount Due		\$14,353.66

Attachment O

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ANDREW S. HARRIS

Ms. Teryl Brown Clemons
First Assistant Counsel to the Governor
Executive Chamber
State Capitol
Albany, NY 12224

Butler P. Klein
OK to pay

December 15, 2008

Invoice # 25129

FOR PROFESSIONAL SERVICES RENDERED in connection with:

Kaye v. Silver

Contract C000229 New York State Executive Chamber and Schlam Stone & Dolan LLP for Legal Services for the period November 1, 2008 through November 30, 2008

Schlam Stone & Dolan LLP Tax ID # 13-3056013

	<u>Hours</u>	<u>Amount</u>
For Professional Services Rendered	9.90	\$3,449.00
Total Disbursements & Other Charges		\$57.38
Total Amount Due		\$3,506.38
Previous Balance		\$350.00
12/11/2008 Payment - thank you		(\$350.00)
Total Amount Due		\$3,506.38

\$3,506.38

20801044

Attachment P
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SAMUEL L. BUTT

Peter Kiernan, Esq.
Chief Counsel to the Governor
Executive Chamber
State Capitol
Albany, NY 12224

Peter A. Kiernan
OK to pay

January 23, 2009

Invoice # 25289

FOR PROFESSIONAL SERVICES RENDERED in connection with:

Kaye v. Silver

Contract C000229 New York State Executive Chamber and Schlam Stone & Dolan LLP for Legal Services for the period December 1, 2008 through December 31, 2008
Schlam Stone & Dolan LLP Tax ID # 13-3056013

For Professional Services Rendered

Previous Balance

Total Amount Due

<u>Hours</u>	<u>Amount</u>
0.20	\$70.00 ✓
<i>November Charges</i> →	\$3,506.38 ✓
<i>See attached for renew + approval.</i>	\$3,576.38

Current	30 Days	60 Days	90 Days	Total
\$70.00	\$3,506.38	\$0.00	\$0.00	\$0.00

OK to pay

Chamber 01000
Contract C000229

80801045
FOIL 110599 000086

Attachment Q

SCHLAM STONE & DOLAN LLP

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Ms. Terry Brown Clemons
First Assistant Counsel to the Governor
Executive Chamber
State Capitol
Albany, NY 12224

Frank Kim
OK today

December 15, 2008

Invoice # 25131

FOR PROFESSIONAL SERVICES RENDERED in connection with:

Maron v. Silver

Contract C000229 New York State Executive Chamber and Schlam Stone & Dolan LLP for Legal Services for the period November 1, 2008 through November 30, 2008

Schlam Stone & Dolan LLP Tax ID # 13-3056013

	<u>Hours</u>	<u>Amount</u>
For Professional Services Rendered	1.80	\$630.00
Total Disbursements & Other Charges		\$61.14
Total Amount Due		\$691.14 Q
Previous Balance		\$16,160.66
10/30/2008 Payment - thank you		(\$8,944.47)
11/10/2008 Payment - thank you		(\$6,986.14)
11/10/2008 Credit for prior billing adjustment		(\$230.05)
Total Amount Due		\$691.14

Attachment R
SCHLAM STONE & DOLAN LLP

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Peter Kiernan, Esq.
 Chief Counsel to the Governor
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 Albany, NY 12224

Peter Kiernan
OK to pay

January 23, 2009

Invoice # 25290

FOR PROFESSIONAL SERVICES RENDERED in connection with:

Maron v. Silver
 Contract C000229 New York State Executive Chamber and Schlam Stone & Dolan LLP for Legal
 Services for the period December 1, 2008 through December 31, 2008
 Schlam Stone & Dolan LLP Tax ID # 13-3056013

	<u>Hours</u>	<u>Amount</u>
For Professional Services Rendered	33.40	\$10,626.00
Total Disbursements & Other Charges		\$265.82
Total Amount Due		\$10,891.82 ✓ (R)

Previous Balance *Nonmember Charges* → \$691.14 ✓

Total Amount Due *See attached for renew + approval.* **\$11,582.96**

Current	30 Days	60 Days	90 Days	120+ Days
\$10,891.82	\$691.14	\$0.00	\$0.00	\$0.00

Chamber Exec
Contract C000229
OK to pay
5/17/09

V# Q1001A

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Terri Brennan
Director of Administrative Services
NYS Executive Chamber
State Capitol, Room 252
Albany, NY 12224

Division of the Budget
RECEIVED
JAN 20 2010
Administrative Services Unit

January 20, 2010

Invoice # 26821

FOR PROFESSIONAL SERVICES RENDERED in connection with:
Maron v. Silver
Contract C000229 New York State Executive Chamber and Schlam Stone & Dolan LLP for Legal
Services for the period
December 1, 2009 through January 15, 2010
Schlam Stone & Dolan LLP Tax ID # 13-3056013

	<u>Hours</u>	<u>Amount</u>
For Professional Services Rendered	27.80	\$7,506.00
Total Disbursements & Other Charges		\$1,131.44
Total Amount Due		\$8,637.44
Previous Balance		\$40,867.67
Total Amount Due		\$49,505.11

<u>Current</u>	<u>30 Days</u>	<u>60 Days</u>	<u>90 Days</u>	<u>120+ Days</u>
\$8,915.99	\$37,510.08	\$0.00	\$1,079.00	\$2,000.04

21

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Division of the Budget
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JAN 08 2010
Administrative Services Unit

Terri Brennan
Director of Administrative Services
NYS Executive Chamber
State Capitol, Room 252
Albany, NY 12224

October 22, 2009

Invoice # 26550

FOR PROFESSIONAL SERVICES RENDERED in connection with:

Larabee v, Governor
Contract C000229 New York State Executive Chamber and Schlam Stone & Dolan LLP for Legal
Services for the period September 1, 2009 through September 30, 2009
Schlam Stone & Dolan LLP Tax ID # 13-3056013

	<u>Hours</u>	<u>Amount</u>
For Professional Services Rendered	0.40	\$140.00
Previous Balance		\$14,866.01
Total Amount Due		\$15,006.01

	<u>Current</u>	<u>30 Days</u>	<u>60 Days</u>	<u>90 Days</u>	<u>120+ Days</u>
	\$2,882.82	\$0.00	\$2,702.19	\$9,421.00	\$0.00

24

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SCHLAM
DOLAN
LADEN
C. SHERWOOD
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Terri Brennan
Director of Administrative Services
NYS Executive Chamber
State Capitol, Room 252
Albany, NY 12224

October 22, 2009

Invoice # 26551

FOR PROFESSIONAL SERVICES RENDERED in connection with:
Maron v. Silver
Contract C000229 New York State Executive Chamber and Schlam Stone & Dolan LLP for Legal
Services for the period September 1, 2009 through September 30, 2009
Schlam Stone & Dolan LLP Tax ID # 13-3056013

	<u>Hours</u>	<u>Amount</u>
For Professional Services Rendered	2.70	\$729.00
Previous Balance		\$2,350.04
Total Amount Due		\$3,079.04

<u>Current</u>	<u>30 Days</u>	<u>60 Days</u>	<u>90 Days</u>	<u>120+ Days</u>
\$1,079.00	\$0.00	\$0.00	\$70.00	\$1,930.04

27

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ANDREW S. HARRIS
SAMUEL L. BUTT

...AN
...EN
...SHERWOOD
...A. KISSANE
...ENNETTE D. KRAMER
...JEFFREY M. ELENDEER
...JOHN M. LUNDIN
...JONATHAN MAZER

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JAN 08 2010
Administrative Services Unit

Terri Brennan
Director of Administrative Services
NYS Executive Chamber
State Capitol, Room 252
Albany, NY 12224

October 22, 2009

Invoice # 26549

FOR PROFESSIONAL SERVICES RENDERED in connection with:

Kaye v. Silver
Contract C000229 New York State Executive Chamber and Schlam Stone & Dolan LLP for Legal
Services for the period September 1, 2009 through September 30, 2009
Schlam Stone & Dolan LLP Tax ID # 13-3056013

	<u>Hours</u>	<u>Amount</u>
For Professional Services Rendered	16.60	\$5,205.00
Total Disbursements & Other Charges		\$44.90
Total Amount Due		\$5,249.90
Previous Balance		\$41,219.08
Total Amount Due		\$46,468.98

<u>Current</u>	<u>30 Days</u>	<u>60 Days</u>	<u>90 Days</u>	<u>120+ Days</u>
\$33,635.89	\$0.00	\$7,158.75	\$4,641.90	\$1,032.44

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ANDREW S. HARRIS

SAMUEL L. BUTT

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BRANE
G. KRAMER
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H. LUNDIN
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Peter Kiernan, Esq.
Chief Counsel to the Governor
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State Capitol
Albany, NY 12224

August 20, 2009

Invoice # 26265

FOR PROFESSIONAL SERVICES RENDERED in connection with:

Kaye v. Silver

Contract C000229 New York State Executive Chamber and Schlam Stone & Dolan LLP for Legal

Services for the period July 1, 2009 through July 31, 2009

Schlam Stone & Dolan LLP Tax ID # 13-3056013

	<u>Hours</u>	<u>Amount</u>
For Professional Services Rendered	24.80	\$6,991.00
Total Disbursements & Other Charges		\$167.75
Total Amount Due		\$7,158.75
 Previous Balance		 \$5,674.34
 Total Amount Due		 \$12,833.09

<u>Current</u>	<u>30 Days</u>	<u>60 Days</u>	<u>90 Days</u>	<u>120+ Days</u>
\$7,158.75	\$4,641.90	\$677.82	\$25.64	\$328.98

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OCT 23 2009

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Peter Kiernan, Esq.
Chief Counsel to the Governor
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Albany, NY 12224

July 20, 2009

Invoice # 26086

FOR PROFESSIONAL SERVICES RENDERED in connection with:

Larabee v, Governor

Contract C000229 New York State Executive Chamber and Schlam Stone & Dolan LLP for Legal Services for the period June 1, 2009 through June 30, 2009

Schlam Stone & Dolan LLP Tax ID # 13-3056013

For Professional Services Rendered
Total Disbursements & Other Charges
Total Amount Due

Hours	Amount
37.50	\$9,414.00
	\$7.00
	\$9,421.00

Clerical non-chargeable expense

Division of the Budget
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OCT 9 2009

Administrative Services Unit

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Peter Kiernan, Esq.
 Chief Counsel to the Governor
 Executive Chamber
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 Albany, NY 12224

May 29, 2009

Invoice # 25888

FOR PROFESSIONAL SERVICES RENDERED in connection with:
 Silverman
 Contract C000229 New York State Executive Chamber and Schlam Stone & Dolan LLP for Legal
 Services for the period April 1, 2009 through April 30, 2009
 Schlam Stone & Dolan LLP Tax ID # 13-3056013

	<u>Hours</u>	<u>Amount</u>
For Professional Services Rendered	0.40	\$140.00
Previous Balance		\$1,592.00
Total Amount Due		\$1,732.00

<u>Current</u>	<u>30 Days</u>	<u>60 Days</u>	<u>90 Days</u>	<u>120+ Days</u>
\$140.00	\$140.00	\$1,092.00	\$360.00	\$0.00

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OCT 23 2009

Administrative Services Unit

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Chief Counsel to the Governor
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State Capitol
Albany, NY 12224

May 29, 2009

Invoice # 25887

FOR PROFESSIONAL SERVICES RENDERED in connection with:

Kaye v. Silver
Contract C000229 New York State Executive Chamber and Schlam Stone & Dolan LLP for Legal
Services for the period April 1, 2009 through April 30, 2009
Schlam Stone & Dolan LLP Tax ID # 13-3056013

	<u>Amount</u>
Total Disbursements & Other Charges	\$12.82
Previous Balance	\$354.62
Total Amount Due	\$367.44

Current	30 Days	60 Days	90 Days	120+ Days
\$12.82	\$25.64	\$315.00	\$13.98	\$0.00

Division of the Budget
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OCT 23 2009
Administrative Services Unit

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10/23/09

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ANDREW S. HARRIS

Peter Kiernan, Esq.
Chief Counsel to the Governor
Executive Chamber
State Capitol
Albany, NY 12224

June 18, 2009

Invoice # 25968

FOR PROFESSIONAL SERVICES RENDERED in connection with:

Silverman

Contract C000229 New York State Executive Chamber and Schlam Stone & Dolan LLP

for Legal Services for the period May 1, 2009 through May 31, 2009

Schlam Stone & Dolan LLP Tax ID # 13-3056013

	<u>Hours</u>	<u>Amount</u>
For Professional Services Rendered	0.50	\$175.00
Previous Balance		\$1,732.00
Total Amount Due		\$1,907.00

<u>Current</u>	<u>30 Days</u>	<u>60 Days</u>	<u>90 Days</u>	<u>120+ Days</u>
\$315.00	\$140.00	\$0.00	\$1,452.00	\$0.00

Division of the Budget
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OCT 23 2009

Administrative Services Unit

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Peter Kiernan, Esq.
Chief Counsel to the Governor
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State Capitol
Albany, NY 12224

June 18, 2009

Invoice # 25967

FOR PROFESSIONAL SERVICES RENDERED in connection with:

Kaye v. Silver

Contract C000229 New York State Executive Chamber and Schlam Stone & Dolan LLP for Legal Services for the period May 1, 2009 through May 31, 2009

Schlam Stone & Dolan LLP Tax ID # 13-3056013

	<u>Hours</u>	<u>Amount</u>
For Professional Services Rendered	1.90	\$665.00
Previous Balance		\$367.44
Total Amount Due		\$1,032.44

Current	30 Days	60 Days	90 Days	120+ Days
\$677.82	\$25.64	\$0.00	\$328.98	\$0.00

Division of the Budget
RECEIVED

OCT 23 2009

Administrative Services Unit

11 10123109

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 ANDREW S. HARRIS
 SAMUEL L. BUTT

Peter Kiernan, Esq.
 Chief Counsel to the Governor
 Executive Chamber
 State Capitol
 Albany, NY 12224

July 20, 2009

Invoice # 26087

FOR PROFESSIONAL SERVICES RENDERED in connection with:
 Maron v. Silver
 Contract C000229 New York State Executive Chamber and Schlam Stone & Dolan LLP for Legal
 Services for the period June 1, 2009 through June 30, 2009
 Schlam Stone & Dolan LLP Tax ID # 13-3056013

	<u>Hours</u>	<u>Amount</u>
For Professional Services Rendered	0.20	\$70.00

Division of the Budget
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Administrative Services Unit

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PETER R. SCHLAM (1844-2008)
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Peter Kiernan, Esq.
Chief Counsel to the Governor
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State Capitol
Albany, NY 12224

July 20, 2009

Invoice # 26085

FOR PROFESSIONAL SERVICES RENDERED in connection with:

Kaye v. Silver

Contract C000229 New York State Executive Chamber and Schlam Stone & Dolan LLP for Legal

Services for the period June 1, 2009 through June 30, 2009

Schlam Stone & Dolan LLP Tax ID # 13-3056013

	<u>Hours</u>	<u>Amount</u>
For Professional Services Rendered	13.80	\$4,614.00
Total Disbursements & Other Charges		\$27.90
Total Amount Due		\$4,641.90
Previous Balance		\$1,032.44
Total Amount Due		\$5,674.34

<u>Current</u>	<u>30 Days</u>	<u>60 Days</u>	<u>90 Days</u>	<u>120+ Days</u>
\$4,641.90	\$677.82	\$25.64	\$0.00	\$328.98

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SAMUEL L. BUTT

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LEANE
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LUNDIN
KATZ
MAZER

Terri Brennan
Director of Administrative Services
NYS Executive Chamber
State Capitol, Room 252
Albany, NY 12224

March 17, 2010

Invoice # 27072

FOR PROFESSIONAL SERVICES RENDERED in connection with:

Maron v. Silver

Contract C000229 New York State Executive Chamber and Schlam Stone & Dolan LLP for Legal Services for the period

February 1, 2010 through February 28, 2010

Schlam Stone & Dolan LLP Tax ID # 13-3056013

	<u>Hours</u>	<u>Amount</u>
For Professional Services Rendered	2.00	\$564.00 ✓
Previous Balance		\$49,505.38
Total Amount Due		<u>\$50,069.38</u>

<u>Current</u>	<u>30 Days</u>	<u>60 Days</u>	<u>90 Days</u>	<u>120+ Days</u>
\$564.27	\$8,637.44	\$278.55	\$37,510.08	\$3,079.04

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Terri Brennan
Director of Administrative Services
NYS Executive Chamber
State Capitol, Room 252
Albany, NY 12224

March 17, 2010

Invoice # 27073

FOR PROFESSIONAL SERVICES RENDERED in connection with:

Silverman

Contract C000229 New York State Executive Chamber and Schlam Stone & Dolan LLP for Legal Services for the period February 1, 2010 through February 28, 2010

Schlam Stone & Dolan LLP Tax ID # 13-3056013

	<u>Hours</u>	<u>Amount</u>
For Professional Services Rendered	0.20	\$70.00 ✓✓
Previous Balance		\$1,907.00
Total Amount Due		<u>\$1,977.00</u>

Current	30 Days	60 Days	90 Days	120+ Days
\$70.00	\$0.00	\$0.00	\$0.00	\$1,907.00

V#Q1004

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Terri Brennan
Director of Administrative Services
NYS Executive Chamber
State Capitol, Room 252
Albany, NY 12224

February 26, 2010

Invoice # 27062

FOR PROFESSIONAL SERVICES RENDERED in connection with:

Larabee v, Governor

Contract C000229 New York State Executive Chamber and Schlam Stone & Dolan LLP for Legal

Services for the period January 16, 2010 through January 31, 2010

Schlam Stone & Dolan LLP Tax ID # 13-3056013

	<u>Hours</u>	<u>Amount</u>
For Professional Services Rendered	4.00	\$1,080.00
Total Disbursements & Other Charges		\$1,433.10
Total Amount Due		\$2,513.10
Previous Balance		\$98,291.55
Total Amount Due		\$100,804.65

<u>Current</u>	<u>30 Days</u>	<u>60 Days</u>	<u>90 Days</u>	<u>120+ Days</u>
\$2,513.10	\$53,756.58	\$29,528.96	\$0.00	\$15,006.01

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Administrative Services Unit

Terri Brennan
Director of Administrative Services
NYS Executive Chamber
State Capitol, Room 252
Albany, NY 12224

January 20, 2010

Invoice # 26820

FOR PROFESSIONAL SERVICES RENDERED in connection with:

Larabee v, Governor

Contract C000229 New York State Executive Chamber and Schlam Stone & Dolan LLP for Legal Services for the period December 1, 2009 through January 15, 2010

Schlam Stone & Dolan LLP Tax ID # 13-3056013

	<u>Hours</u>	<u>Amount</u>
For Professional Services Rendered	110.60	\$31,978.00 ✓
Total Disbursements & Other Charges		\$6,360.57 ✓
Total Amount Due		\$38,338.57 ✓
Previous Balance		\$59,952.98
Total Amount Due		\$98,291.55

*pd
38,338.57*

Current	30 Days	60 Days	90 Days	120+ Days
\$53,756.58	\$29,528.96	\$0.00	\$2,882.82	\$12,123.19

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JAN 20 2010

Administrative Services Unit

January 20, 2010

Invoice # 26819

FOR PROFESSIONAL SERVICES RENDERED in connection with:
Kaye v. Silver
Contract C000229 New York State Executive Chamber and Schlamm Stone & Dolan LLP for Legal
Services for the period
December 1, 2009 through January 15, 2010
Schlam Stone & Dolan LLP Tax ID # 13-3056013

	<u>Hours</u>	<u>Amount</u>
For Professional Services Rendered	103.80	\$34,554.00
Total Disbursements & Other Charges		\$1,522.45
Total Amount Due		\$36,076.45
Previous Balance		\$115,715.80
Total Amount Due		\$151,792.25

<u>Current</u>	<u>30 Days</u>	<u>60 Days</u>	<u>90 Days</u>	<u>120+ Days</u>
\$89,232.23	\$16,091.04	\$0.00	\$33,635.89	\$12,833.09

V# Q1006

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MAR 11 2010

Administrative Services Unit

Terri Brennan
Director of Administrative Services
NYS Executive Chamber
State Capitol, Room 252
Albany, NY 12224

February 26, 2010

Invoice # 27063

FOR PROFESSIONAL SERVICES RENDERED in connection with:
Kaye v. Silver
Contract C000229 New York State Executive Chamber and Schlam Stone & Dolan LLP for Legal
Services for the period
January 16, 2010 through January 31, 2010
Schlam Stone & Dolan LLP Tax ID # 13-3056013

	<u>Hours</u>	<u>Amount</u>
For Professional Services Rendered	✓ 12.00	\$3,240.00 ✓
Total Disbursements & Other Charges	✓ 147.145	\$2,838.09
Total Amount Due	✓ \$4651.48	\$6,078.09
Previous Balance	ch to 578	\$151,792.25
Total Amount Due	less travel	\$157,870.34

Current	30 Days	60 Days	90 Days	120+ Days
\$6,078.09	\$89,232.23	\$16,091.04	\$0.00	\$46,468.98

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Terri Brennan
Director of Administrative Services
NYS Executive Chamber
State Capitol, Room 252
Albany, NY 12224

March 17, 2010

Invoice # 27071

FOR PROFESSIONAL SERVICES RENDERED in connection with:

Kaye v. Silver
Contract C000229 New York State Executive Chamber and Schlam Stone & Dolan LLP for Legal Services for the period February 1, 2010 through February 28, 2010
Schlam Stone & Dolan LLP Tax ID # 13-3056013

	<u>Hours</u>	<u>Amount</u>
For Professional Services Rendered	5.00	\$1,750.00 ✓
Total Disbursements & Other Charges		\$125.48
Total Amount Due		\$1,875.48
Previous Balance		\$157,870.34
Total Amount Due		<u>\$159,745.82</u>

ok 1.18
\$1,756

Current	30 Days	60 Days	90 Days	120+ Days
\$7,953.57	\$36,076.45	\$53,155.78	\$16,091.04	\$46,468.98

29 J#Q1005

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Administrative Services Unit

Terri Brennan
Director of Administrative Services
NYS Executive Chamber
State Capitol, Room 252
Albany, NY 12224

pay only
\$ 13,293.45 ✓
Other
part
paid
earlier
(cl)

January 05, 2010

Invoice # 26771

FOR PROFESSIONAL SERVICES RENDERED in connection with:
Kaye v. Silver
Contract C000229 New York State Executive Chamber and Schlam Stone & Dolan LLP for Legal
Services for the period
November 1, 2009 through November 30, 2009
Schlam Stone & Dolan LLP Tax ID # 13-3056013

	<u>Hours</u>	<u>Amount</u>
For Professional Services Rendered	170.10	\$50,455.00
Total Disbursements & Other Charges		\$2,700.78
Total Amount Due		\$53,155.78
Previous Balance		\$62,560.02
Total Amount Due		\$115,715.80

\$ 39,868.33
already paid

Current	30 Days	60 Days	90 Days	120+ Days
\$69,246.82	\$0.00	\$5,249.90	\$28,385.99	\$12,833.09

25

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Director of Administrative Services
NYS Executive Chamber
State Capitol, Room 252
Albany, NY 12224

December 16, 2009

Invoice # 26706

FOR PROFESSIONAL SERVICES RENDERED in connection with:
Maron v. Silver
Contract C000229 New York State Executive Chamber and Schlam Stone & Dolan LLP for Legal Services for the period
October 1, 2009 through October 31, 2009
Schlam Stone & Dolan LLP Tax ID # 13-3056013

	<u>Hours</u>	<u>Amount</u>
For Professional Services Rendered	123.50	\$36,409.00
Total Disbursements & Other Charges		\$1,101.08
Total Amount Due		\$37,510.08
Previous Balance		\$3,079.04
Total Amount Due		\$40,589.12

	<u>Current</u>	<u>30 Days</u>	<u>60 Days</u>	<u>90 Days</u>	<u>120+ Days</u>
Division of the Budget	\$37,510.08	\$729.00	\$350.00	\$0.00	\$2,000.04

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Director of Administrative Services
NYS Executive Chamber
State Capitol, Room 252
Albany, NY 12224

December 16, 2009

Invoice # 26705

FOR PROFESSIONAL SERVICES RENDERED in connection with:

Larabee v, Governor

Contract C000229 New York State Executive Chamber and Schlam Stone & Dolan LLP for Legal Services for the period October 1, 2009 through October 31, 2009

Schlam Stone & Dolan LLP Tax ID # 13-3056013

	<u>Hours</u>	<u>Amount</u>
For Professional Services Rendered	95.10	\$28,693.00
Total Disbursements & Other Charges		\$835.96
Total Amount Due		\$29,528.96
Previous Balance		\$15,006.01
Total Amount Due		\$44,534.97

	<u>Current</u>	<u>30 Days</u>	<u>60 Days</u>	<u>90 Days</u>	<u>120+ Days</u>
	\$29,528.96	\$140.00	\$2,742.82	\$2,702.19	\$9,421.00

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Administrative Services Unit

Handwritten note: only part \$39,862.33 (C11)

Terri Brennan
Director of Administrative Services
NYS Executive Chamber
State Capitol, Room 252
Albany, NY 12224

January 05, 2010

Invoice # 26771

FOR PROFESSIONAL SERVICES RENDERED in connection with:

Kaye v. Silver
Contract C000229 New York State Executive Chamber and Schlam Stone & Dolan LLP for Legal Services for the period November 1, 2009 through November 30, 2009
Schlam Stone & Dolan LLP Tax ID # 13-3056013

	<u>Hours</u>	<u>Amount</u>
For Professional Services Rendered	170.10	\$50,455.00
Total Disbursements & Other Charges		\$2,700.78
Total Amount Due		\$53,155.78
Previous Balance		\$62,560.02
Total Amount Due		\$115,715.80

Current	30 Days	60 Days	90 Days	120+ Days
\$69,246.82	\$0.00	\$5,249.90	\$28,385.99	\$12,833.09

Partial payment as add'l funds needed

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Director of Administrative Services
NYS Executive Chamber
State Capitol, Room 252
Albany, NY 12224

December 16, 2009

Invoice # 26704

FOR PROFESSIONAL SERVICES RENDERED in connection with:

Kaye v. Silver
Contract C000229 New York State Executive Chamber and Schlam Stone & Dolan LLP for Legal Services for the period
October 1, 2009 through October 31, 2009
Schlam Stone & Dolan LLP Tax ID # 13-3056013

	<u>Hours</u>	<u>Amount</u>
For Professional Services Rendered	56.30	\$15,601.00
Total Disbursements & Other Charges		\$490.04
Total Amount Due		\$16,091.04
Previous Balance		\$46,468.98
Total Amount Due		\$62,560.02

	<u>Current</u>	<u>30 Days</u>	<u>60 Days</u>	<u>90 Days</u>	<u>120+ Days</u>
Division of the Budget	\$16,091.04	\$5,249.90	\$28,385.99	\$7,158.75	\$5,674.34

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Administrative Services Unit

Terri Brennan
Director of Administrative Services
NYS Executive Chamber
State Capitol, Room 252
Albany, NY 12224

January 05, 2010

Invoice # 26772

FOR PROFESSIONAL SERVICES RENDERED in connection with:
Larabee v, Governor
Contract C000229 New York State Executive Chamber and Schlam Stone & Dolan LLP for Legal
Services for the period November 1, 2009 through November 30, 2009
Schlam Stone & Dolan LLP Tax ID # 13-3056013

	<u>Hours</u>	<u>Amount</u>
For Professional Services Rendered	55.40	\$15,366.00
Total Disbursements & Other Charges		\$52.01
Total Amount Due		\$15,418.01
Previous Balance		\$44,534.97
Total Amount Due		\$59,952.98

<u>Current</u>	<u>30 Days</u>	<u>60 Days</u>	<u>90 Days</u>	<u>120+ Days</u>
\$44,946.97	\$0.00	\$140.00	\$2,742.82	\$12,123.19

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Terri Brennan
Director of Administrative Services
NYS Executive Chamber
State Capitol, Room 252
Albany, NY 12224

Division of the Budget
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JAN 08 2010

Administrative Services Unit

January 05, 2010

Invoice # 26773

FOR PROFESSIONAL SERVICES RENDERED in connection with:

Maron v. Silver

Contract C000229 New York State Executive Chamber and Schlam Stone & Dolan LLP for Legal Services for the period

November 1, 2009 through November 30, 2009

Schlam Stone & Dolan LLP Tax ID # 13-3056013

	<u>Hours</u>	<u>Amount</u>
For Professional Services Rendered	1.00	\$270.00
Total Disbursements & Other Charges		\$8.55
Total Amount Due		\$278.55
Previous Balance		\$40,589.12
Total Amount Due		\$40,867.67

<u>Current</u>	<u>30 Days</u>	<u>60 Days</u>	<u>90 Days</u>	<u>120+ Days</u>
\$37,788.63	\$0.00	\$729.00	\$350.00	\$2,000.04

10/20/09

7

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Peter Kiernan, Esq.
Chief Counsel to the Governor
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State Capitol
Albany, NY 12224

August 20, 2009

Invoice # 26266

FOR PROFESSIONAL SERVICES RENDERED in connection with:
Larabee v, Governor
Contract C000229 New York State Executive Chamber and Schlam Stone & Dolan LLP for Legal
Services for the period July 1, 2009 through July 31, 2009
Schlam Stone & Dolan LLP Tax ID # 13-3056013

	<u>Hours</u>	<u>Amount</u>
For Professional Services Rendered	7.60	\$1,445.00
Total Disbursements & Other Charges		\$1,257.19
Total Amount Due		\$2,702.19
Previous Balance		\$9,421.00
Total Amount Due		\$12,123.19

Current	30 Days	60 Days	90 Days	120+ Days
\$2,702.19	\$9,421.00	\$0.00	\$0.00	\$0.00

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March 17, 2009

Invoice # 25502

FOR PROFESSIONAL SERVICES RENDERED in connection with:

Silverman

Contract C000229 New York State Executive Chamber and Schlam Stone & Dolan LLP for Legal Services for the period February 1, 2009 through February 28, 2009

Schlam Stone & Dolan LLP Tax ID # 13-3056013

	<u>Hours</u>	<u>Amount</u>
For Professional Services Rendered	4.20	\$1,092.00
Previous Balance		\$360.00
Total Amount Due		<u>\$1,452.00</u>

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Chief Counsel to the Governor
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State Capitol
Albany, NY 12224

March 17, 2009

Invoice # 25501

FOR PROFESSIONAL SERVICES RENDERED in connection with:
Kaye v. Silver
Contract C000229 New York State Executive Chamber and Schlam Stone & Dolan LLP for Legal
Services for the period February 1, 2009 through February 28, 2009
Schlam Stone & Dolan LLP Tax ID # 13-3056013

	<u>Hours</u>	<u>Amount</u>
For Professional Services Rendered	0.90	\$315.00
Previous Balance		\$13.98
Total Amount Due		<u>\$328.98</u>

Division of the Budget
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State Capitol
Albany, NY 12224

September 23, 2009

Invoice # 26423

FOR PROFESSIONAL SERVICES RENDERED in connection with:

Kaye v. Silver

Contract C000229 New York State Executive Chamber and Schlam Stone & Dolan LLP for Legal

Services for the period August 1, 2009 through August 31, 2009

Schlam Stone & Dolan LLP Tax ID # 13-3056013

	<u>Hours</u>	<u>Amount</u>
For Professional Services Rendered	79.20	\$21,527.00
Total Disbursements & Other Charges		\$6,858.99
Total Amount Due		\$28,385.99
Previous Balance		\$12,833.09
Total Amount Due		\$41,219.08

<u>Current</u>	<u>30 Days</u>	<u>60 Days</u>	<u>90 Days</u>	<u>120+ Days</u>
\$28,385.99	\$7,158.75	\$4,641.90	\$677.82	\$354.62

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Albany, NY 12224

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MAY 11 2009
NEW YORK STATE
EXECUTIVE CHAMBER
COUNSEL

April 27, 2009

Invoice # 25729

FOR PROFESSIONAL SERVICES RENDERED in connection with:

Kaye v. Silver

Contract C000229 New York State Executive Chamber and Schlam Stone & Dolan LLP for Legal Services for the period March 1, 2009 through March 31, 2009

Schlam Stone & Dolan LLP Tax ID # 13-3056013

	<u>Amount</u>
Total Disbursements & Other Charges	<u>\$25.64</u>
Previous Balance	\$328.98
Total Amount Due	<u>\$354.62</u>

<u>Current</u>	<u>30 Days</u>	<u>60 Days</u>	<u>90 Days</u>	<u>120+ Days</u>
\$25.64	\$315.00	\$13.98	\$0.00	\$0.00

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State Capitol
Albany, NY 12224

February 26, 2009

Invoice # 25479

FOR PROFESSIONAL SERVICES RENDERED in connection with:

Silverman

Contract C000229 New York State Executive Chamber and Schlam Stone & Dolan LLP for Legal Services for the period January 1, 2009 through January 31, 2009

Schlam Stone & Dolan LLP Tax ID # 13-3056013

	<u>Hours</u>	<u>Amount</u>
For Professional Services Rendered	0.90	\$217.00
Total Amount Due		\$217.00

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Division of the Budget
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OCT 21 2009

Administrative Services Unit

April 27, 2009

Invoice # 25727

FOR PROFESSIONAL SERVICES RENDERED in connection with:

Silverman

Contract C000229 New York State Executive Chamber and Schlam Stone & Dolan LLP for Legal Services for the period March 1, 2009 through March 31, 2009

Schlam Stone & Dolan LLP Tax ID # 13-3056013

	<u>Hours</u>	<u>Amount</u>
For Professional Services Rendered	0.40	\$140.00
Previous Balance		\$1,452.00
Total Amount Due.		\$1,592.00

Current	30 Days	60 Days	90 Days	120+ Days
\$140.00	\$1,092.00	\$360.00	\$0.00	\$0.00

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Division of the Budget
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OCT 21 2009

Administrative Services Unit

February 26, 2009

Invoice # 25477

FOR PROFESSIONAL SERVICES RENDERED in connection with:

Kaye v. Silver

Contract C000229 New York State Executive Chamber and Schlam Stone & Dolan LLP for Legal Services for the period January 1, 2009 through January 31, 2009
Schlam Stone & Dolan LLP Tax ID # 13-3056013

	<u>Amount</u>
Total Disbursements & Other Charges	\$13.98
Previous Balance	\$3,576.38
2/27/2009 Payment - thank you	(\$3,506.38)
2/27/2009 Payment - thank you	(\$70.00)
Total Amount Due	<u>\$13.98</u>

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 Albany, NY 12224

Division of the Budget
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OCT 21 2009

Administrative Services Unit

April 27, 2009

Invoice # 25728

FOR PROFESSIONAL SERVICES RENDERED in connection with:
 Maron v. Silver
 Contract C000229 New York State Executive Chamber and Schlam Stone & Dolan LLP for Legal
 Services for the period March 1, 2009 through March 31, 2009
 Schlam Stone & Dolan LLP Tax ID # 13-3056013

	<u>Amount</u>
Total Disbursements & Other Charges	\$12.89
Previous Balance	\$1,917.15
Total Amount Due	\$1,930.04

<u>Current</u>	<u>30 Days</u>	<u>60 Days</u>	<u>90 Days</u>	<u>120+ Days</u>
\$12.89	\$0.00	\$1,917.15	\$0.00	\$0.00

12

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Peter Kiernan, Esq.
Chief Counsel to the Governor
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State Capitol
Albany, NY 12224

September 23, 2009

Invoice # 26425

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FOR PROFESSIONAL SERVICES RENDERED in connection with:

Maron v. Silver

Contract C000229 New York State Executive Chamber and Schlam Stone & Dolan LLP for Legal Services for the period August 1, 2009 through August 31, 2009

Schlam Stone & Dolan LLP Tax ID # 13-3056013

	<u>Hours</u>	<u>Amount</u>
For Professional Services Rendered	1.00	\$350.00
Previous Balance		\$2,000.04
Total Amount Due		\$2,350.04

Current	30 Days	60 Days	90 Days	120+ Days
\$350.00	\$0.00	\$70.00	\$0.00	\$1,930.04

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Administrative Services Unit

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September 23, 2009

Invoice # 26424

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FOR PROFESSIONAL SERVICES RENDERED in connection with:

Larabee v, Governor

Contract C000229 New York State Executive Chamber and Schlam Stone & Dolan LLP for Legal

Services for the period August 1, 2009 through August 31, 2009

Schlam Stone & Dolan LLP Tax ID # 13-3056013

	<u>Hours</u>	<u>Amount</u>
For Professional Services Rendered	8.10	\$2,643.00
Total Disbursements & Other Charges		\$99.82
Total Amount Due		<u>\$2,742.82</u>
Previous Balance		\$12,123.19
Total Amount Due		<u>\$14,866.01</u>

Current	30 Days	60 Days	90 Days	120+ Days
\$2,742.82	\$2,702.19	\$9,421.00	\$0.00	\$0.00

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Division of the Budget
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OCT 21 2009

Administrative Services Unit

February 26, 2009

Invoice # 25478

FOR PROFESSIONAL SERVICES RENDERED in connection with:

Maron v. Silver

Contract C000229 New York State Executive Chamber and Schlam Stone & Dolan LLP for Legal

Services for the period January 1, 2009 through January 31, 2009

Schlam Stone & Dolan LLP Tax ID # 13-3056013

	<u>Hours</u>	<u>Amount</u>
For Professional Services Rendered	5.10	\$1,785.00
Total Disbursements & Other Charges		\$132.15
Total Amount Due		\$1,917.15
Previous Balance		\$11,582.96
2/27/2009 Payment - thank you		(\$691.14)
2/27/2009 Payment - thank you		(\$10,891.82)
Total Amount Due		\$1,917.15