

William Collins

From: Kirschner, Kenneth [kenneth.kirschner@hoganlovells.com]
Sent: Monday, June 04, 2012 11:47 AM
To: William Collins
Subject: RE: initial suggested changes to counterproposal

Bill,

Short answer is yes. You will need to provide another paragraph making any breaches of the agreement subject to arbitration (why not make it a JAMS arbitrator or Margaret Shaw) and all parties consent that they are giving up any right to bring said action in court and waiver of jury trial.

I would keep the requirement not to re-apply in the agreement. What may happen is that they could re-apply, not get hired, then bring a retaliation claim against the Assembly or the Member for raising claims of harassment. Hence, you will be right back "in the soup" with them. Therefore, I suggest keeping the language and let the Senate deal with them!

Ken

From: William Collins [mailto:collinsw@assembly.state.ny.us]
Sent: Monday, June 04, 2012 11:30 AM
To: Kirschner, Kenneth
Subject: FW: initial suggested changes to counterproposal

Ken,

Here is Wang's counterproposal (now in blue) and my initial suggestions for how to deal with some of here proposed changes now in red. Seems like most vexing issue will be how to deal with "secrecy enforcement"; Vito's lawyers want liquidated damages. Can we propose arbitration of amount of actual damages in event of breach?

Thanks, Bill

From: William Collins [mailto:collinw@assembly.state.ny.us]
Sent: Monday, June 04, 2012 11:24 AM
To: 'Gerald Lefcourt'; 'Sheryl E. Reich'
Cc: 'James Yates'; 'Carolyn Kearns'
Subject: initial suggested changes to counterproposal

I'm not sure how to address the elimination of the liquidated damages clause.

The attached contains some of my thoughts and some suggested tax language and agreement approval from the Comptroller's Counsel's office.

Our administrative folks and OSC seem to think this can be done within 30 calendar days but I suggest counterproposing 30 business days for a start (don't know about the Assdemblyman's timing on getting his money together).

Would challenge **why** they need "record retention" of training when we commit to do it.

Personally, I don't really care if they apply for re-employment elsewhere in Assembly; others may disagree.

Wang caught my typo in [REDACTED] release; sorry.

Still waiting for corrected [REDACTED] reference letter from Jonathan.

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