

**UNITED STATES DISTRICT COURT  
FOR THE DISTRICT OF COLUMBIA**

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In the matter of:	)	
	)	
UNITED STATES OF AMERICA,	)	
	)	Civil No.: 96-1415 (PLF)
STATE OF CALIFORNIA,	)	
by and through its Attorney General	)	Entered: March 7, 1997
Daniel E. Lungren,	)	
STATE OF CONNECTICUT,	)	
by and through its Attorney General	)	
Richard Blumenthal,	)	
STATE OF ILLINOIS,	)	
by and through its Attorney General	)	
Jim Ryan,	)	
COMMONWEALTH OF MASSACHUSETTS,	)	
by and through its Attorney General	)	
Scott Harshbarger,	)	
STATE OF NEW YORK,	)	
by and through its Attorney General	)	
Dennis C. Vacco,	)	
STATE OF WASHINGTON,	)	
by and through its Attorney General	)	
Christine O. Gregoire, and	)	
STATE OF WISCONSIN,	)	
by and through its Attorney General	)	
James E. Doyle, Jr.,	)	
	)	
Plaintiffs,	)	
	)	
vs.	)	
	)	
THE THOMSON CORPORATION and	)	
WEST PUBLISHING COMPANY,	)	
	)	
Defendants.	)	
	)	
-----X		

## **FINAL JUDGMENT**

WHEREAS plaintiffs, the United States of America (hereinafter "United States"), the State of California, the State of Connecticut, the State of Illinois, the Commonwealth of Massachusetts, the State of New York, the State of Washington, and the State of Wisconsin, having filed their Complaint herein, and defendants, by their respective attorneys, having consented to the entry of this Final Judgment without trial or adjudication of any issue of fact or law herein, and without this Final Judgment constituting any evidence against or an admission by any party with respect to any issue of law or fact herein;

AND WHEREAS, defendants have agreed to be bound by the provisions of this Final Judgment pending its approval by the Court;

AND WHEREAS, prompt and certain divestiture or license of certain assets to one or more third parties is the essence of this agreement;

AND WHEREAS, defendants acknowledge that plaintiffs' consent to the entry of this decree should not be read to suggest that plaintiffs believe that a license is required before a legal publisher may start paginating defendants' products and that plaintiffs expressly reserve the right to assert their views concerning the extent, validity, or significance of any intellectual property right claimed by defendants, in judicial proceedings or in any other forum. Plaintiffs and defendants further agree that this Final Judgment shall have no impact whatsoever on any adjudication concerning these matters. Defendants have agreed that they will not use the model

license contained in this Final Judgment, or the fact that any such license was included in the Final Judgment, in any litigation or negotiations with third parties to support the validity of their position on star pagination.

AND WHEREAS, the parties intend to require defendants to divest, as viable lines of business, certain assets so as to ensure, to the sole satisfaction of the plaintiffs, that the Acquirer will be able to publish and sell the assets as viable, ongoing product lines;

AND WHEREAS, defendants have represented to plaintiffs that the divestitures required below can and will be made as provided in this Final Judgment and that defendants will later raise no claims of hardship or difficulty as grounds for asking the Court to modify any of the divestiture provisions contained below;

NOW, THEREFORE, before the taking of any testimony, and without trial or adjudication of any issue of fact or law herein, and upon consent of the parties hereto, it is hereby ORDERED, ADJUDGED, AND DECREED as follows:

**I.**

**JURISDICTION**

This Court has jurisdiction over the subject matter of this action and over each of the parties hereto. The Complaint states a claim upon which relief may be granted against the defendants under Section 7 of the Clayton Act, as amended (15 U.S.C. § 18).

## II.

### **DEFINITIONS**

As used in this Final Judgment:

- A. "Acquirer" means the person(s) to whom Thomson shall sell the Divestiture Products (as defined below).
- B. "Divestiture Products" means the product lines listed on Exhibit A.1 and Exhibit A.2 attached hereto, in any medium, including all rights and interests in them, including all intellectual property rights, all existing work in progress, plates, films, master tapes, machine-readable codes for CD-ROM production, existing inventory, pertinent correspondence and files, a copy of the current subscriber list, all related subscriber information, advertising materials, contracts with authors, software, and, at Acquirer's option, computers and other physical assets used primarily for production of the Divestiture Product. Auto-Cite is a Divestiture Product and its divestiture shall include the sale of all Auto-Cite trademarks and service marks, the assignment of the Auto-Cite License Agreement if permitted by contract or otherwise the transfer of the economic benefits equivalent to those received by Thomson under the Auto-Cite License Agreement, and delivery of a transferrable sublicensable royalty-free perpetual license of the Auto-Cite case database as of the time of the divestiture and all software, trade secrets, and know-how used in producing and updating the Auto-Cite case database.

C. "Official Reporter Contract States" means California, Washington, and Wisconsin.

D. "Official Reporter Contract" means a contract between Thomson and an Official Reporter Contract State pursuant to which Thomson publishes the official case law reporters for that state.

E. "Retained Product" means any product offered for sale or in development by Thomson or West as of June 1, 1996, that is not a Divestiture Product.

F. "Auto-Cite License Agreement" shall mean the agreement by which Thomson currently licenses the use of Auto-Cite to Lexis-Nexis, specifically, the Thomson Legal Publishing License Agreement dated March 7, 1991, as amended by a letter agreement dated March 22, 1996 between Andrew G. Mills of Thomson and Louis J. Andreozzi of Lexis-Nexis.

G. "Thomson" means defendant The Thomson Corporation, a Canadian corporation with its headquarters in Toronto, Ontario, Canada, and includes its successors and assigns, their subsidiaries, affiliates, directors, officers, managers, agents and employees.

H. "West" means defendant West Publishing Company, a Minnesota corporation with its headquarters in Eagan, Minnesota, and includes its successors and assigns, their subsidiaries, affiliates, directors, officers, managers, agents and employees.

I. "Lexis-Nexis" means Lexis-Nexis, a division of Reed Elsevier Inc., a Massachusetts corporation with its headquarters in Newton, Massachusetts, and includes its successors and assigns, their subsidiaries, affiliates, directors, officers, managers, agents and employees.

J. "National Reporter System" means those printed case report series published by West that West has designated, or in future designates, as part of the National Reporter System.

### **III.**

#### **APPLICABILITY**

A. The provisions of this Final Judgment apply to the defendants, their successors and assigns, their subsidiaries, affiliates, directors, officers, managers, agents, and employees, and all other persons in active concert or participation with any of them who shall have received actual notice of this Final Judgment by personal service or otherwise.

B. Thomson, as a condition of the sale or other disposition of any or all of the Divestiture Products, shall require the Acquirer to agree to be bound by the provisions of this Final Judgment.

#### IV.

#### **DIVESTITURE OF ASSETS**

A. Thomson is hereby ordered and directed, within nine (9) months from the date this Final Judgment is filed with the Court, to divest the Divestiture Products listed on Exhibit A.1 and A.2. The United States, in its sole discretion, may agree to an extension of this time period of up to three (3) months, and shall notify the Court in such circumstances.

B. Divestiture under Section IV.A of the Divestiture Products listed on Exhibit A.1 shall be accomplished in such a way as to satisfy the United States, in its sole discretion after consultation with the state plaintiffs, (and, for state specific Divestiture Products, to satisfy the appropriate state plaintiff) that the Divestiture Products can and will be operated by the Acquirer as viable, ongoing product lines. Divestiture of the Divestiture Products under Section IV.A shall be made to a purchaser for whom it is demonstrated to the sole satisfaction of the United States after consultation with the state plaintiffs, (and, for state specific Divestiture Products, to the satisfaction of the appropriate state plaintiff) that (1) the purchase is for the purpose of competing effectively in the publication and sale of the Divestiture Products, and (2) the Acquirer has the managerial, operational, and financial capability to compete effectively in the publication and sale of the Divestiture Products. Defendants are prohibited from entering into any agreement with the Acquirer to license exclusively the Divestiture Products to the Defendants.

C. Thomson shall include in any purchase agreement made in connection with the divestiture obligations in Section IV.A the option to the Acquirer, exercisable at the time of the closing of the purchase agreement, to require Thomson to continue, for a reasonable period of time and for reasonable compensation, to produce the Divestiture Product on behalf of the Acquirer, provided that the Acquirer shall control all non-production-related aspects of the Divestiture Product, including pricing, promotion, sales, and order fulfillment.

D. The Acquirer of any Divestiture Product which Thomson currently uses, in whole or in part, in any Retained Product (e.g., for purposes of supplying a Retained Product with primary law content or copies or indices of annotations or headnotes from a Divestiture Product) shall grant Thomson a royalty-free license to continue to use the Divestiture Product to the same extent for another twelve (12) months immediately following the closing of the sale of the Divestiture Product (twenty-four (24) months in the case of Auto-Cite).

E. In accomplishing the divestiture ordered by this Final Judgment, the defendants shall make known, by usual and customary means, the availability of the Divestiture Products. The defendants shall provide any person making inquiry regarding a possible purchase a copy of the Final Judgment. The defendants shall also offer to furnish to any bona fide prospective purchaser, subject to customary confidentiality assurances, all reasonably necessary information regarding the Divestiture Products, except such information subject to attorney-client privilege or attorney work product privilege. Defendants shall make available such information to the plaintiffs at the same time that such information is made available to any other



person. Defendants shall permit bona fide prospective purchasers of the Divestiture Products to have access to personnel and to make such inspection of physical facilities and any and all financial, operational, or other documents and information as may be relevant to the divestiture required by this Final Judgment.

F. Defendants shall make available to plaintiffs and to Acquirer information about the personnel involved in editorial production of each of the Divestiture Products to enable Acquirer to make offers of employment. Defendants shall not interfere with any negotiations by the Acquirer to employ any West or Thomson employee whose primary responsibility is the production, sale or marketing of such Divestiture Product.

G. Thomson shall take all reasonable steps to accomplish quickly the divestitures contemplated by this Final Judgment.

H. Defendants shall not claim or assert any right to prohibit an Acquirer from including in any of the Divestiture Products or any other publications cross-references to the Defendant's products of the type contained in Thomson's Total Client Service Library ("TCSL") or Integrated Legal Research System ("ILRS"). Defendants shall not claim or assert any right to prohibit an Acquirer from including in Auto-Cite cross-references to Thomson's American Law Reports or other annotations of the type that are now included in Auto-Cite.

V.

**APPOINTMENT OF TRUSTEE**

A. In the event that Thomson has not divested the Divestiture Products within nine (9) months from the date this Final Judgment is filed with the Court, Thomson shall notify the plaintiffs of that fact in writing. Upon application of the United States, the Court shall appoint a trustee selected by the United States to effect the divestiture of the Divestiture Products. Unless the plaintiffs otherwise consent in writing, the divestiture shall be accomplished in such a way as to satisfy the United States, in its sole discretion after consultation with the state plaintiffs, (and, for state specific Divestiture Products, to satisfy the appropriate state plaintiff), that the Divestiture Products can and will be used by the Acquirer as viable on-going product lines. The divestiture shall be made to an Acquirer for whom it is demonstrated to the United States' sole satisfaction after consultation with the state plaintiffs, (and, for state specific Divestiture Products, to the satisfaction of the appropriate state plaintiff) that the Acquirer has the managerial, operational, and financial capability to compete effectively in the publication and sale of the Divestiture Products, and that none of the terms of the divestiture agreement interfere with the ability of the purchaser to compete effectively in the publication and sale of the Divestiture Products.

B. After the appointment of a trustee becomes effective, only the trustee shall have the right to sell the Divestiture Products. The trustee shall have the power and authority to accomplish the divestiture at the best price then obtainable upon a reasonable effort by the trustee, subject to the provisions of Sections IV, V and VI of this Final Judgment, and shall have

such other powers as the Court shall deem appropriate. The trustee shall have the power and authority to hire at the cost and expense of defendants any investment bankers, attorneys, or other agents reasonably necessary in the judgment of the trustee to assist in the divestiture, and such professionals and agents shall be solely accountable to the trustee. The trustee shall have the power and authority to accomplish the divestiture at the earliest possible time to a purchaser acceptable to the United States after consultation with the state plaintiffs, (and, for state specific Divestiture Products, acceptable to the appropriate state plaintiff), and shall have such other powers as this Court shall deem appropriate. Defendants shall not object to a sale by the trustee on any grounds other than (1) the trustee's malfeasance, or (2) that the sale is contrary to the express terms of this Final Judgment. Any such objections by defendants must be conveyed in writing to the plaintiffs and the trustee within ten (10) days after the trustee has provided the notice required under Section VI.

C. The trustee shall serve at the cost and expense of Thomson, on such terms and conditions as the Court may prescribe, and shall account for all monies derived from the sale of the assets sold by the trustee and all costs and expenses so incurred. After approval by the Court of the trustee's accounting, including fees for its services and those of any professionals and agents retained by the trustee, all remaining money shall be paid to Thomson and the trust shall then be terminated. The compensation of such trustee and that of any professionals and agents retained by the trustee shall be reasonable in light of the value of the Divestiture Products and based on a fee arrangement providing the trustee with an incentive based on the price and terms of the divestiture and the speed with which it is accomplished.

D. Thomson shall use its best efforts to assist the trustee in accomplishing the required divestiture. The trustee and any consultants, accountants, attorneys, and other persons retained by the trustee shall have full and complete access to the personnel, books, records, and facilities of Thomson and West, and defendants shall develop financial or other information relevant to such assets as the trustee may reasonably request, subject to reasonable protection for trade secret or other confidential research, development, or commercial information. Defendants shall take no action to interfere with or to impede the trustee's accomplishment of the divestiture.

E. After its appointment, the trustee shall file monthly reports with the parties and the Court setting forth the trustee's efforts to accomplish the divestiture ordered under this Final Judgment. If the trustee has not accomplished such divestiture within six (6) months after its appointment, the trustee shall thereupon promptly file with the Court a report setting forth (1) the trustee's efforts to accomplish the required divestiture, (2) the reasons, in the trustee's judgment, why the required divestiture has not been accomplished, and (3) the trustee's recommendations. The trustee shall at the same time furnish such report to the parties, who shall each have the right to be heard and to make additional recommendations consistent with the purpose of the trust. The Court shall thereafter enter such orders as it shall deem appropriate in order to carry out the purpose of the trust, which may, if necessary, include extending the trust and the term of the trustee's appointment by a period requested by the United States.

## VI.

### NOTIFICATION

A. Within two (2) business days following execution of a definitive agreement, Thomson or the trustee, whichever is then responsible for effecting the divestiture required herein, shall notify the plaintiffs of any proposed divestiture required by Section IV or V of this Final Judgment. If the trustee is responsible, it shall similarly notify Thomson. The notice shall set forth the details of the proposed transaction and list the name, address, and telephone number of each person not previously identified who offered or expressed an interest in or desire to acquire any ownership interest in the Divestiture Products, together with full details of the same. Within fifteen (15) days after receipt of the notice, the plaintiffs may request additional information concerning the proposed divestiture, the proposed purchaser, and any other potential purchaser. Thomson or the trustee shall furnish the additional information within fifteen (15) days of the receipt of the request. Within thirty (30) days after receipt of the notice or within fifteen (15) days after receipt of the additional information, whichever is later, the United States (or, for state specific Divestiture Products, the appropriate state plaintiff) shall notify in writing Thomson and the trustee, if there is one, if it objects to the proposed divestiture. If the United States (or, for state specific Divestiture Products, the appropriate state plaintiff) fails to object within the period specified, or if the United States (or, for state specific Divestiture Products, the appropriate state plaintiff) notifies in writing Thomson and the trustee, if there is one, that it does not object, then the divestiture may be consummated, subject only to Thomson's limited right to object to the sale under Section V.B. Upon objection by the United States (or, by the state specific Divestiture Products, the appropriate state plaintiff) or by

Thomson under Section V.B, the proposed divestiture shall not be accomplished unless approved by the Court.

B. Thirty (30) days from the date when this Order becomes final, and every thirty (30) days thereafter until the divestiture has been completed or a trustee is appointed, Thomson shall deliver to the plaintiffs a written report as to the fact and manner of compliance with Section IV of this Final Judgment. Each such report shall include, for each person who during the preceding thirty (30) days made an offer, expressed an interest or desire to acquire, entered into negotiations to acquire, or made an inquiry about acquiring any ownership interest in all or any portion of the Divestiture Products, the name, address, and telephone number of that person and a detailed description of each contact with that person during that period. Thomson shall maintain full records of all efforts made to divest all or any portion of the Divestiture Products.

## **VII.**

### **FINANCING**

Thomson shall not finance all or any part of any purchase made pursuant to Sections IV or V of this Final Judgment without the prior written consent of the United States.

## VIII.

### **PRESERVATION OF ASSETS**

Until the divestitures required by Section IV.A of the Final Judgment have been accomplished:

A. Defendants shall take all steps necessary to ensure that each Divestiture Product listed on Exhibit A.1 will be maintained as an independent, ongoing, economically viable and active competitor in its respective line of business in the United States and that, except as necessary to comply with Section IV.B of this Final Judgment, the product management for all Divestiture Products, including the marketing and pricing information and decision-making, be kept separate and apart from, and not influenced by, Thomson's and West's businesses in other products.

B. Defendants shall use all reasonable efforts to maintain and increase sales of the Divestiture Products, and shall maintain at 1995 or previously approved levels for 1996, whichever are higher, promotional advertising, sales, marketing, and merchandising support for the Divestiture Products.

C. Defendants shall take all steps necessary to ensure that the Divestiture Products are fully maintained. Defendants shall not establish, prior to divestiture, any license of any of the Divestiture Products to themselves. Defendants' production, sales and marketing employees with primary responsibility for the Divestiture Products shall not be transferred or

reassigned to any Retained Product, except for transfer bids initiated by employees pursuant to defendants' regular, established job posting policy, provided that defendants give the United States (and, for the state specific Divestiture Products, the appropriate state plaintiff) and Acquirer ten (10) days' notice of such transfer.

D. Defendants shall not, except as part of a divestiture approved by the United States, sell any Divestiture Products.

E. Defendants shall take no action that would jeopardize the sale of the Divestiture Products.

## **IX.**

### **STAR PAGINATION**

A. Beginning no later than ten (10) business days after the entry of the Final Judgment, defendants shall grant to any third party a license in the form attached as Exhibit B to star paginate to West's National Reporter System publications subject to license fees not to exceed the price indicated below per format per year per 1,000 Characters (as defined in Exhibit B) contained in the material being star paginated:

First year of license:	\$0.04
Second year of license:	\$0.04
Third year of license:	\$0.06



Fourth year of license:	\$0.06
Fifth year of license:	\$0.08
Sixth year of license:	\$0.08
Seventh and later years of license:	\$0.09

The license fees may increase at a rate based upon, but not to exceed, the change in the United States Department of Labor Producer Price Index for Finished Goods.

B. Any existing star pagination licensee may elect to modify its existing license on star pagination by substituting the terms and conditions of the license contained in Exhibit B on 120 days' notice.

**X.**

**OPTIONS TO LEXIS-NEXIS**

Within ten (10) business days after the entry of the Final Judgment, Thomson shall grant to Lexis-Nexis the options to extend the License Agreements for Investext, ASAP, and Predicasts databases or any successor, follow-on, replacement, or substitute databases for an additional five (5) years beyond their current expiration dates, exercisable within one year of the date of the entry of this Final Judgment. Should Lexis-Nexis elect to exercise this option, all other terms and conditions of such License Agreement shall be no less favorable than the current terms and conditions. Nothing contained in any Lexis-Nexis agreement with Thomson

shall be deemed to prohibit Lexis-Nexis from negotiating and contracting, but not implementing, the direct or indirect sourcing of information in those databases.

## **XI.**

### **OPTION TO OFFICIAL REPORTER CONTRACT STATES**

Within ten (10) business days after the entry of the Final Judgment, Thomson shall grant to the Official Reporter Contract States the option to terminate the contracts presently held by Thomson for the publication of the official state case law reporters (listed in Exhibit A.3) in those states without cause upon ninety (90) days' notice, notwithstanding anything to the contrary in those contracts. This option may be exercised at any time prior to the expiration of the current Official Reporter Contract. In the event any of the Official Reporter Contract States elect to exercise this option:

A. Thomson shall undertake all reasonable efforts to assist the Official Reporter Contract State in finding a substitute publisher for the product(s) at issue.

B. Upon the identification of a substitute publisher:

1. Thomson shall provide that entity with copies of all existing work in progress, plates, films, master tapes, machine-readable codes for CD-ROM production, existing inventory, pertinent correspondence and files, a current copy of the subscriber list, all related subscriber information, advertising materials, Official Reporter Contracts,

software, and, at the substitute publisher's option, computers and other physical assets used primarily for production of the respective official state case law reporters.

2. Thomson shall make available to the United States (and, for state specific Divestiture Products, the appropriate state plaintiff) and to that entity information about the personnel involved in editorial production of the respective official state case law reporter to enable that entity to make offers of employment. Thomson shall not interfere with any negotiations by that entity to employ any Thomson employee whose primary responsibility is the production, sale or marketing of such official state case law reporter.

3. Thomson shall not transfer or reassign production, sales and marketing employees with primary responsibility for the official state case law reporter to any Retained Product, except for transfer bids initiated by employees pursuant to Thomson's regular, established job posting policy, provided that Thomson gives the United States (or, for state specific Divestiture Products, the appropriate state plaintiff) and that entity ten (10) days' notice of such transfer.

4. Thomson shall grant that entity an option to acquire Thomson's inventory of the official reports at its cost to Thomson; and

5. Thomson shall divest the digest product for that state set forth in Exhibit A.4, within the time periods and pursuant to the procedures set forth in Sections IV, V, VI, VII, and VIII of this Judgment.

C. Thomson shall transfer to the Official Reporter Contract State a license, which shall be perpetual in term, sublicensable, assignable, and royalty-free, to the use of any intellectual property rights which Thomson holds pertaining to the headnotes, case notes, and/or case summaries in the product(s) at issue.

## **XII.**

### **COMPLIANCE INSPECTION**

For the purpose of determining or securing compliance with this Final Judgment, and subject to any legally recognized privilege, from time to time:

A. Duly authorized representatives of the plaintiffs, including consultants and other persons retained by the United States, shall, upon the written request of the Assistant Attorney General in charge of the Antitrust Division, or the appropriate State Attorney General with respect to the state specific Divestiture Products, and on reasonable notice to Thomson made to its principal offices, be permitted:

1. access during office hours to inspect and copy all books, ledgers, accounts, correspondence, memoranda, and other records and documents in the

possession or under the control of defendants, which may have counsel present, relating to any matters contained in this Final Judgment; and

2. subject to the reasonable convenience of Thomson and without restraint or interference from it, to interview directors, officers, employees, and agents of defendants, which may have counsel present, regarding any such matters.

B. Upon the written request of the Assistant Attorney General in charge of the Antitrust Division, or the appropriate State Attorney General with respect to the state specific Divestiture Products, made to Thomson at its principal offices, Thomson shall submit written reports, under oath if requested, with respect to any of the matters contained in this Final Judgment as may be requested.

C. No information nor any documents obtained by the means provided in this Section XII shall be divulged by any representative of the plaintiffs to any person other than a duly authorized representative of the Executive Branch of the United States or of each state government, except in the course of legal proceedings to which the plaintiffs are a party (including grand jury proceedings), or for the purpose of securing compliance with this Final Judgment, or as otherwise required by law.

D. If at the time information or documents are furnished by Thomson to the plaintiffs, Thomson represents and identifies in writing the material in any such information or

documents for which a claim of protection may be asserted under Rule 26(c)(7) of the Federal Rules of Civil Procedure, and Thomson marks each pertinent page of such material, "Subject to claim of protection under Rule 26(c)(7) of the Federal Rules of Civil Procedure," then the plaintiffs shall give ten (10) days' notice to Thomson prior to divulging such material in any legal proceeding (other than a grand jury proceeding) to which Thomson is not a party.

### **XIII.**

#### **RETENTION OF JURISDICTION**

Jurisdiction is retained by this Court for the purpose of enabling any of the parties to this Final Judgment to apply to this Court at any time for such further orders and directions as may be necessary or appropriate for the construction, implementation, or modification of any of the provisions of this Final Judgment, for the enforcement of compliance herewith, and for the punishment of any violations hereof.

### **XIV.**

#### **TERMINATION OF PROVISIONS**

Paragraphs IV, V, VI, VII, VIII, and XI, of this Final Judgment will expire on the tenth anniversary of the date of its entry.

**XV.**

**PUBLIC INTEREST**

Entry of this Final Judgment is in the public interest.

Dated: 3/7/97

Court approval subject to procedures of  
Antitrust Procedures and Penalties Act, 15  
U.S.C. § 16.

/s/

\_\_\_\_\_  
United States District Judge

## **EXHIBIT A**

### **Exhibit A.1**

U.S. Code Service  
U.S. Reports, L.Ed.  
U.S. Digest  
Manual of Federal Practice, 4th Ed.  
Bankruptcy Law & Practice, 6th Ed.  
Bankruptcy (Epstein, Nickels & White)  
Corbin on Contracts  
Insurance Law (Appleman)  
Search & Seizure (Thomson)  
Ballantine's Law Dictionary  
Auto-Cite  
Deering's Annotated California Code  
California ADR Practice Guide  
California Civil Practice Handbook: Choice Between State and Federal Courts  
California Civil Trialbook  
California Litigation By the Numbers Court Rules Companion  
California Negligence & Settlement  
California Products Liability Law & Practice  
California Trial  
California Tort Law  
Modern California Discovery  
Colorado Trial Handbook  
Trial Handbook for Connecticut Lawyers  
Florida Criminal Practice & Procedure  
Florida Evidence 2d  
Illinois Jurisprudence  
Indiana Appellate Handbook 2d  
Kentucky Probate PSL  
Kentucky Workers' Compensation PSL  
Louisiana Code of Evidence -- Annotated  
Louisiana Successions  
Louisiana Workers' Compensation  
Annotated Laws of Massachusetts  
Massachusetts Corporations PSL  
Massachusetts Domestic Relations PSL  
Massachusetts Landlord-Tenant Law  
Massachusetts Real Estate PSL  
Michigan Criminal Law  
Michigan Statutes Annotated  
Michigan Digest



New Jersey Criminal Procedure  
New York Consolidated Laws Service  
New York Wills and Trusts  
Ohio Family Law  
Ohio Probate  
Modern Texas Discovery  
Texas Civil Pre-Trial Procedure  
Texas Trial and Appellate Practice  
Washington Trial Handbook

**Exhibit A.2**

Michigan Law & Practice  
New York Estate Administration  
Pennsylvania Law Encyclopedia

**Exhibit A.3**

California Appellate Reports  
California Reports  
California Reports Advance Sheets  
Washington Appellate Court Reports  
Washington Supreme Court Reports  
Wisconsin Official Reports  
Wisconsin Official Reports Advance Sheets

**Exhibit A.4**

California Digest  
Wisconsin Digest