

ReedSmith

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The Honorable Orrin G. Hatch, Chairman
U.S. Senate Committee on the Judiciary
224 Dirksen Senate Office Building
Washington, D.C. 20510

Dear Chairman Hatch:

In response to Question 1.B. of Senator Kennedy's written questions, I stated that "I continue to be unaware of any occasion other than the one mentioned in the Riga case in which I or my colleagues issued an *ex parte subpoena*." In response to Senator Leahy's Question 2.A., I stated: "To the best of my knowledge, [September 6, 1996] was the only occasion when I committed such an error." I write to supplement my answers to these questions.

I have undertaken a detailed review of the Riga file and discovered that two additional *ex parte subpoenas* were issued in that case. I learned that on November 12, 1996, we served a document *subpoena* upon the Pennsylvania Human Relations Commission. In addition, on November 19, 1996, we faxed a document *subpoena* to Merit Protective Systems. The following day, November 20, 1996, I took the deposition of the Plaintiff, Ronald Alexander. At the completion of that deposition, opposing counsel notified me of this error. I agreed to consult the Rules of Civil Procedure and after recognizing our error, on November 22, 1996, we sent to opposing counsel all of the requested documents and agreed to provide notice of all other *subpoenas*. I understand that opposing counsel may have claimed that five *ex parte subpoenas* were sent in this case, but my research indicates that after the issue was brought to our attention, we issued 21 more *subpoenas* and according to the correspondence file, all were served upon opposing counsel. Moreover, I continue to be unaware of any instance in any other case where I or my colleagues repeated this honest mistake.

I also understand that there may be some confusion regarding my statement in my Senate Questionnaire that I "worked to broker a settlement" in the case of Edgewood v. Cisneros. So there is no misunderstanding, I want to clarify that there was no formal written settlement agreement to conclude the matter. Instead, I was advised by the Allegheny County Housing Authority that the Department of Housing and Urban Development had agreed to limit the number of homes in Edgewood to three. I was further advised that this agreement could not be memorialized in writing because it was against HUD's policy to do so. Nonetheless, the matter was concluded without further litigation in reliance upon the verbal assurance that there would be no more than three homes in Edgewood. It was in this context that I used the word "settlement" in my Senate Questionnaire.

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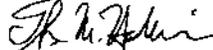
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I apologize for any confusion that may have arisen with respect to these matters. I would be happy to answer any further questions the Committee may have regarding these cases or any other matter.

Respectfully submitted,



Thomas M. Hardiman

cc: The Honorable Patrick J. Leahy
The Honorable Edward M. Kennedy