

Print Expert Sources

from LexisNexis® and Matthew Bender®

Your quick-start guide to using expert sources
for confident, cost-effective legal research



When you're assigned to research legal questions with which you have little or no experience, **where do you start?** If your first impulse is to perform a best-guess word search on the open Web, you're likely to spend hours sifting through dozens or even hundreds of irrelevant, outdated or unreliable results.

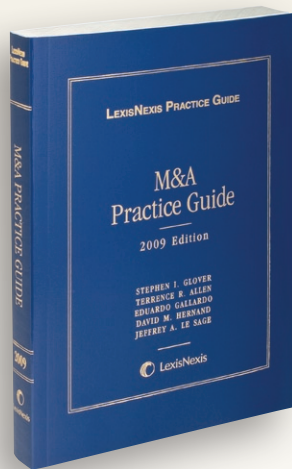
Wouldn't it be faster and easier to simply browse a topical table of contents and **go directly to comprehensive analysis** of the exact question you are researching? And wouldn't you feel more confident knowing that your resulting work product is based on **expert-authored sources** the courts cite as authoritative?

We've prepared this **quick-start guide** to help you understand how expert sources from LexisNexis® and Matthew Bender® can help you save time by researching more efficiently—and give you confidence that you are providing the most effective legal representation.

First Things First: What Are Expert Sources?

► Analytical Treatises

Deep-dive analysis of the laws pertaining to specific practice areas or jurisdictions, written by the most trusted names in their fields—Collier, Chisum, Moore, Larson, Nimmer and many others. Matthew Bender publications are regularly cited by leading courts, including the U.S. Supreme Court. And because they are updated on average three times a year, you can be confident that their coverage is up to date with the most recent cases, statutes and emerging issues.

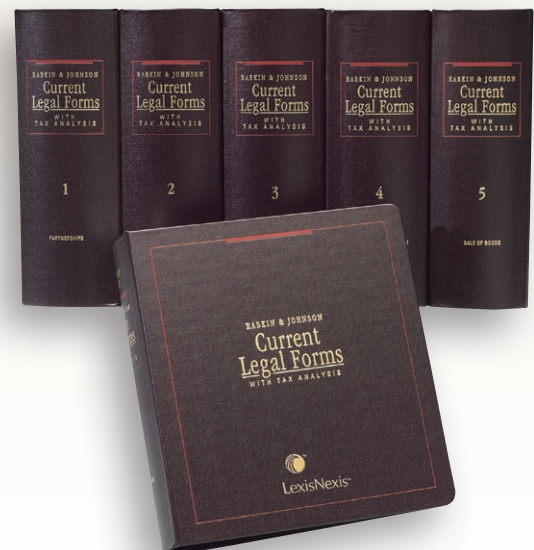


► Practice Guides

Designed to guide you step-by-step through a litigation matter or a business transaction, these portable, quick-answer Guides combine the authority of our analytical publications with practical, task-oriented guidance on a variety of subjects. The LexisNexis® AnswerGuide™ and Matthew Bender® Practice Guide publications offer a wealth of tips and practice guidance including checklists, strategic points, warnings, exceptions, traps, timing issues and prerequisites. You also get detailed, step-by-step instructions and sample searches for accessing relevant statutes, regulations, cases and other expert sources online via the LexisNexis services at lexis.com®.

► Forms Collections

Drafting forms are key tasks attorneys perform for their clients, company or agency. LexisNexis and Matthew Bender litigation and transactional forms products save time by helping you create critical forms in a fraction of the time it would take to create them from scratch, and help ensure that they are completed correctly.

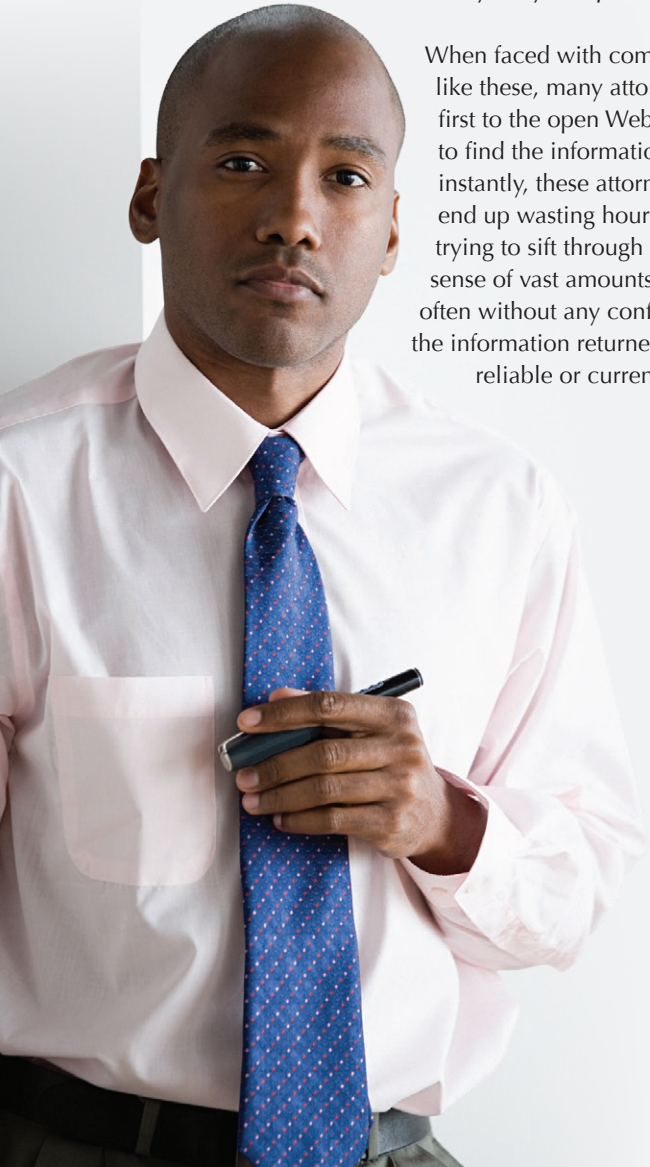


Why Incorporate Expert Sources into Your Legal Research?

Q: How do you begin researching a legal issue or transaction with which you have little or no experience?

Q: How to you proceed when you're assigned to prepare materials for a matter involving an emerging issue or one in which primary law is vague or ambiguous?

Q: Where can you find ideas on how to craft counter arguments when settled law is contrary to your position?



When faced with common situations like these, many attorneys turn first to the open Web. Expecting to find the information they need instantly, these attorneys instead end up wasting hours or even days trying to sift through and make sense of vast amounts of results, often without any confidence that the information returned is relevant, reliable or current.

Many successful attorneys know that using expert sources in print is the cost-effective and reliable way to research legal issues. Here's why:

► Expert Sources Save Time

Rely on expert sources to quickly locate authoritative analysis that provides the context and background on a topic or area of law, and sets the course and direction for the more detailed research to follow—without wasting time trying to weed out irrelevant and unreliable results from open Web searches.

► Expert Sources Save Money

Beginning your research with expert sources in print is cost-effective for your firm, company or agency. Turn to expert sources first to quickly gain a comprehensive understanding of the issue you are researching—complete with citations to the most relevant laws, regulations, cases and other sources—before going online.

► Expert Sources Provide Confidence

Expert sources from LexisNexis and Matthew Bender are written by leading authorities in their areas of law, and are frequently cited by the courts. Rely on the work product of experts who have analyzed the law, learn how the experts have applied the law to a number of different fact patterns, and get ideas on how to tailor that analysis to your situation. Feel confident that you are providing the most effective and efficient legal representation while saving yourself valuable research time in the process.

How to Jump-Start Legal Research Using Expert Sources in Print

Gain in-depth understanding of an issue with expert analysis.

CHAPTER 46
SEXUAL HARASSMENT

SCOPE
Sexual harassment is prohibited by Title VII and other federal and state laws. It can take many forms, from overtly conditioning job continuation on the acquiescence to sexual demands, to maintaining or tolerating an employment atmosphere that is hostile or oppressive to employees of one sex. The EEOC has issued extensive guidance on the subject that has been particularly influential in the development of this area of the law, and several recent Supreme Court decisions have helped define when an employer will be held liable for the actions of its supervisory employees. The cornerstone of a sexual harassment complaint is that the complainant must be unwelcome, and it must affect a term or condition of employment.

46.01 Introductory Matters
[1] Summary

46.02 Sexual Harassment vs. "Gender Harassment"

46.03 Sexual Harassment as Title VII Discrimination
[1] Background and Early Cases
[2] EEOC Guidelines

[1] Sex Discrimination Must Be Proved
[2] Sexual Advances
[a] What is an Advance?
46-1

- Browse the Table of Contents to find your topic in context.
- See other topics listed immediately above or below your topic that may be even more relevant to your question.

SEXUAL HARASSMENT § 46.01(1)

46.01 Introductory Matters

[1] Summary

Sexual harassment in the workplace can be broadly defined as abusive treatment of an employee, by the employer or by a person or persons under the employer's control, which would not occur but for the victim's sex. As the term is popularly understood, sexual harassment refers to demands for sexual favors either in return for employment benefits or under threat of adverse employment action. It also may refer to an oppressive atmosphere, whether created by sexual innuendo or intimidation, or by expressions of gender-based hostility, if the conduct is encouraged or at least tolerated by the employer.

Although Title VII of the Civil Rights Act of 1964 nowhere mentions the term "sexual harassment," the Supreme Court has ruled that sexual harassment can constitute illegal sex discrimination under that Act,¹ and the EEOC has issued extensive guidance on the subject.² Sexual harassment in the workplace is also prohibited by other federal³ and state laws.⁴

For sexual harassment to be actionable under Title VII, the complained-of conduct must be unwelcome and must affect a term or condition of employment. There are two types of sexual harassment recognized by the courts. The first, characterized by a loss (or threatened loss) of tangible economic benefits to the employee who rejects her employer's sexual demands, is termed "quid pro quo" harassment.⁵ The second, "hostile environment" harassment, occurs when there exists an offensive or intimidating work environment for employees of one particular gender,⁶ "to be actionable, it must be sufficiently severe or pervasive to alter the conditions of the victim's employment and create an abusive working environment."⁷

¹ Meritor Sav. Bank, FSB v. Vinson, 477 U.S. 57, 106 S. Ct. 2399, 91 L. Ed. 2d 49, 40 FEPP (1986). See discussion at *infra* § 46.02[3].

² 29 C.F.R. § 1604.11. See *infra* § 46.02[2].

³ See *infra* § 46.10[1] - [4].

⁴ See *infra* § 46.10[5].

⁵ We use female pronouns to refer to the victim of sexual harassment. This is done simply for ease of reference and because this reflects the vast majority of litigated cases. It is not meant to suggest that this is the only scenario for sexual harassment.

⁶ See *infra* § 46.05[3].

⁷ Meritor Sav. Bank, FSB v. Vinson, 477 U.S. 57, 67 106 S. Ct. 2399, 91 L. Ed. 2d 49, 40 FEPP (1986). 74-102266 Pub(07)

- Read in-depth analysis to become familiar with your research topic, discover new ideas or potential counter arguments to your position, and confirm answers—especially when confronted by complex or unresolved points of law.
- Get citations to leading cases, statutes and regulations that you can then *Shepardize*® online to ensure they are still good law.
- Understand the underlying policy reasons for the enactment of federal and state rules and regulations.
- More readily understand code-based law through expert reconciliations of multiple sections of the same code or related codes and the cases that interpret them.
- Quickly find references to terms or topics you can't locate in the table of contents using expert-drafted indexes.

12.01 Executive employment for national territory to be employed in absence

12.02 General employment of individual—analysis

12.03 CHECKLIST: Procedures Designed to Avoid Injured Contract Claims

12.04 FORM: Sample Handbook (Discipline and Termination Provisions)—Analysis and Alternative

Part IV. Forms

A. GENERAL EMPLOYMENT AGREEMENTS

Form 12.01 Basic employment agreement

Form 12.01A Employment agreement—incentives based on performance

Form 12.02 Fixed compensation—full time employment

Utilize timesaving forms and documents.

Form 12.01 Basic employment agreement

Form 12.01A Employment agreement—incentives based on performance

Form 12.02 Fixed compensation—full time employment

FORM 12.01
Basic employment agreement

§ 12.51 EMPLOYMENT AND COMPENSATION

§ 12.51 FORM: Analysis of a Basic Employment Agreement

PARAGRAPH	COMMENT
THIS EMPLOYMENT AGREEMENT ("Agreement") is made this _____ day of _____ [Month], 19____, by and between _____ a _____ corporation ("Employer") and _____ ("Employee").	This agreement outlines new terms and conditions of employment for an existing relationship, already covered by an employment agreement. The existing agreement is superseded by the new one simultaneously with its execution (see paragraph 1 and below).
WHEREAS, Employee is presently employed by Employer pursuant to an employment agreement dated [Date], 19____, between the parties ("Old Employment Agreement")	
NOW, THEREFORE, in consideration of the mutual covenants and obligations hereinafter set forth, the parties agree as follows:	
1. Termination of Old Employment Agreement. The parties agree that the Old Employment Agreement shall be terminated concurrently with the execution of this	As previously stated, this language voids the existing employment agreement of the parties.

- Browse the Table of Contents of a forms collection to locate current, practice-proven forms you can use to draft litigation filings or transactional agreements.
- Get expert, clause-by-clause commentary on when and how to use each form.

Table of Contents

PART M: MOVING FOR PROTECTIVE ORDER
§ 6.45 Checklist for Moving for Protective Order
§ 6.46 Moving for Protective Order

CHAPTER 7 MOTION PRACTICE

PART A: PROCEDURAL CONTEXT

PART B: MAKING PRETRIAL MOTIONS GENERALLY
§ 7.02 Checklist for Pretrial Motions Generally

§ 7.03 Making Pretrial Motions Generally
§ 7.04 Serving Motion Papers
§ 7.05 Filing Motion Papers

PART C:
§ 7.06
§ 7.07

PART D:
§ 7.08
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PART E:
§ 7.10
§ 7.11

PART F:
§ 7.12
§ 7.13

PART G:
§ 7.14
§ 7.15

PART H:
§ 7.16
§ 7.17

CHAPTER 7

Acquire concise, how-to procedural guidance.

● Browse the Table of Contents of a practice guide to get step-by-step guidance on procedural matters.

● Utilize checklists that guide you through complex procedures and help ensure you don't miss any critical steps.

● Find tips, warnings and other practical advice for dealing with situations you're likely to encounter in practice.

● More readily understand important points by reading real-life examples with citations throughout the text.

● Get timing indicators to make sure you don't miss critical deadlines.

§ 7.02 NEW YORK CIVIL LITIGATION 7-6

PART B: MAKING PRETRIAL MOTIONS GENERALLY

§ 7.02 Checklist for Pretrial Motions Generally

- Prepare motion papers
 - Determine whether motion should be on notice or ex parte. See § 7.03[1] below.
 - Make ex parte motion in proper county. See § 7.03[1] below.
 - Ascertain whether judge has been assigned to case; if not, serve and file request for intervention and pay fee. See § 7.05[1][a] below.
 - If seeking emergency or interim relief, prepare order to show cause. See § 7.03[2] below.
 - Ascertain whether order to show cause must be used. See § 7.03[2] below.
 - If moving on notice, prepare notice of motion. Provide all necessary information in notice of motion or order to show cause.

7-13 MOTION PRACTICE § 7.03[3]

⚠ Warning: The provisions in § 7.04[1], [2] concern service of interlocutory papers. They do not involve service of a summons and complaint. See Ch. 2, §§ 2.09-2.18 above.

Papers must be served on all parties who have appeared, except as provided in CPLR 3012, 3215(f) or by court order, CPLR 2103(e).

PRACTICE RESOURCES:

- *Weinstein, Korn & Miller, New York Civil Practice: CPLR Ch. 210*
- *CPLR Manual* § 15.03.

[3] **Serving Party's Attorney**

Papers to be served upon a party in a pending action are to be served upon that party's attorney. CPLR 2103(b). If the same attorney appears for two or more parties, only one copy need be served upon that attorney. If, for example, the defendant does not know the identity of the attorneys representing the other defendants, the plaintiff, upon demand, is required to provide a list of those parties who have appeared and the names and addresses of their attorneys. CPLR 2103(e).

2. By regular mail, which is complete upon deposit of the paper in a postpaid, properly addressed wrapper in a post office or official depository under the exclusive care and custody of the United States post office within the state (CPLR 2103(b)(2); see CPLR 2103(f) (definition of mailing)); or

⌚ Timing: If a period of time prescribed by law is measured from the service of a paper and service is by regular mail, five days are added to the prescribed period. In the case of a motion, the additional five-day requirement applies only to the service of the original motion papers. As discussed in § 7.03[c], there is no need to add five



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