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UNITED STATES DISTRICT COURT
SOUTHERN DISTRICT OF NEW YORK

SANFORD L.P. (d/b/a DYMO), DYMO B.V.B.A. and NEWELL RUBBERMAID, INC. Plaintiffs, v. ESSELTE AB, ESSELTE LEITZ GMBH & CO. KG, ESSELTE CORPORATION and DAVID BLOCK, Defendants.	14 Civ.07616-VSB

REPLY IN SUPPORT OF PLAINTIFFS' MOTION TO ENJOIN DEFENDANTS' PARTICIPATION IN *INTER PARTES* REVIEW ACTIONS

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This motion offers this Court an opportunity to put a stop to the injustice Defendants Esselte AB, Esselte GmbH, and Esselte Corporation ("Esselte") seek to unfurl on Plaintiffs Newell Rubbermaid, Inc., Sanford L.P. and DYMO B.V.B.A. ("Newell"). The logic and law that support the grant of this motion are easily outlined:

- In the Stock Purchase Agreement ("SPA"), Esselte warranted the validity of the patents it transferred to Newell for nearly three quarters of a billion dollars;
- Esselte agreed to a forum selection clause that *all* controversies *related to* the SPA would be determined exclusively in *this* forum;
- Esselte now seeks, both in this Court *and* in the Patent Trial and Appeal Board ("PTAB"), to invalidate the same patents in violation of the warranty and forum selection clauses and the doctrine of assignor estoppel;
- Absent this Court's interdiction of Esselte's wrongful validity attacks, Newell will sustain irreparable harm in several ways detailed below.

Esselte's scorched-earth strategy forces Newell to engage in a two-front litigation battle in contravention of the bargained-for SPA. Newell is left to defend the validity of the patents that Esselte sold to Newell, as an important part of a $730 million dollar transaction, in both the PTAB and this Court. Esselte's present strategy to challenge the validity of the very patents it assigned to Newell is unusually egregious, particularly because Esselte warranted the validity of the patents and now challenges validity based on documents and systems that it had in its possession but withheld from Newell at the time of the SPA. At its core, Esselte's strategy eviscerates the principle of fair dealing between a buyer and seller of intellectual property. The Court should rebuke Esselte for its actions. The grant of this preliminary injunction motion is the only means by which this Court can fairly protect Newell from the irreparable harm it will face if forced to defend these claims, notwithstanding the agreement to limit any actions to this Court.

In its opposition, Esselte ignores Newell's central arguments in order to obscure the

injustice of Esselte's actions. First, the SPA's forum selection clause requires the parties to bring any action that either "arises out of" *or* "relates to" the SPA in a New York federal or state court. The petitions for *inter partes* review manifestly "relate to" if not "arise out of" the SPA – likely both – because Esselte's standing to bring the petitions necessarily originated from its transfer of the patents to Newell pursuant to the SPA. Second, because the forum selection clause applies, it precludes *inter partes* review at the PTAB. Esselte then ignores case law showing that courts have consistently applied forum selection clauses to preclude parties from bringing adversarial actions before administrative law judges, including the analogous International Trade Commission ("ITC"). Third, Esselte's actions belie the warranty clause of the SPA and the principle of assignor estoppel. Esselte should accordingly be precluded from attempting to invalidate the very patents it previously warranted were valid when it assigned them to Newell for consideration despite concealing information which it then possessed and on which it now relies in its petitions for *inter partes* review. Fourth, Esselte's rebuke of the SPA irreparably harms Newell by depriving Newell of its bargained-for forum, including the forum's rules and equitable doctrines.

Esselte's calculated actions – withholding information about the validity of its patents at the time of the assignment, disregarding the forum selection clause, evading its warranty of the validity of the patents, ignoring the doctrine of assignor estoppel, and subsequently forcing Newell to litigate on two fronts in violation of the clear terms of the SPA – should not be tolerated. Accordingly, Plaintiffs' motion for a preliminary injunction restraining Esselte from participating in the *inter partes* review actions at the PTAB should be granted, and Esselte should be enjoined from further breaches of its promise to litigate its disputes with Plaintiffs in New York courts.

ARGUMENT

I. PLAINTIFFS ARE LIKELY TO SUCCEED ON THEIR CLAIM TO ENFORCE THE FORUM SELECTION CLAUSE.

The SPA contains a forum selection clause through which Esselte agreed that, except for arbitration specified in the agreement, not here relevant, "it shall not bring any action relating to this Agreement or any of the Transactions in any court other than a federal or state court sitting in the State of New York." SPA § 10.8. Section 9.1 specifies that "'Transactions' shall mean all the transactions provided for or contemplated by this Agreement." The Transactions provided for or contemplated by the SPA undeniably include transfer of the patents-in-suit. Am. Comp. ¶14-15. The forum selection clause thus requires that if there is no arbitration, "any action" related to the transfer of the patents in-suit must be brought in a New York federal or state court. Esselte's attempts to evade this plain forum selection clause fail both legally and factually.

A. Esselte's Petitions For *Inter Partes* Review "Arise Out Of" or "Relate To" the SPA.

Esselte argues that the forum selection clause should be narrowly construed to include only claims that "require consideration" of the SPA. D.I. 120 at 12. There is no authority supporting that self-serving argument. Even the cases cited by Esselte make clear that courts construe the term "related to" far more broadly than Esselte admits. *Id.* at 9 (citing *John Wyeth & Bro. Ltd. v. CIGNA Int'l Corp.*, 119 F.3d 1070, 1074 (3d Cir. 1997).[1] In *John Wyeth*, although the dispute did not require construction of the contract, the court found that the claim related to the underlying contract because the "origin of the dispute" had "some logical or causal

[1] *See also Coregis Ins. Co. v. Am. Health Found., Inc.,* 241 F.3d 123, 128 (2d Cir. 2001) (finding "related to" includes anything "connected by reason of an established or discoverable of relation"); *Boehringer Ingelheim Vetmedica, Inc. v. Merial, Ltd.,* No. 09–CV–212, 2010 WL 174078, at *11 (D. Conn. Jan. 14, 2010) ("Courts have…described the term 'relating to' as equivalent to the phrases 'in connection with' and 'associated with', and synonymous with the phrases 'with respect to' and 'with reference to.'") (citations omitted).

connection" to the underlying agreement. *John Wyeth*, 119 F.3d at 1074. Tellingly, in nearly every case cited by Esselte, the forum selection clause depended upon the more narrow "arising out of" language.[2] As the court in *Cfirstclass* explained, the Second Circuit interprets the term "arising out of" as "relatively narrow and not encompassing all claims that have some possible relationship with the contract, including claims that may only 'relate to,' be 'associated with,' or 'arise in connection with' the contract." *Cfirstclass Corp.*, 560 F. Supp. 2d at 330. Here, the forum selection clause broadly covers any dispute "relating to" the SPA.

The dispute regarding the validity of the asserted patents between Esselte and Newell originated from and is related to Esselte's transfer of the patents to Newell pursuant to the SPA. Indeed, Esselte's standing to file the *inter partes* petitions is explicitly premised on its transfer of the patents through the SPA. Before filing the petitions Esselte certified that it was not the owner of the intellectual property at issue. *See* IPR2015-00766; IPR2015-00781; IPR2015-00779; IPR2015-00771, §III, entitled "GROUNDS FOR STANDING UNDER 37 C.F.R. § 42.104(a)." Without the SPA, Esselte would still be the patent owner, and by statute, would not have standing to file an *inter partes* review. *See* 37 C.F.R. §42.101. Although Esselte argues it "could have transferred the patents to anyone under essentially any terms and then filed the petition," Esselte chose to transfer the patents to Newell through the SPA, which included the forum selection clause in §10.8. D.I. 120 at 8. Esselte is now seeking to benefit far beyond what it agreed to in the SPA.

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[2] *See Altvater Gessler-J.A. Baczewski Int'l (USA) Inc. v. Sobieski Destylarnia S.A.*, 572 F.3d 86, (2d Cir. 2009); *Corcovado Music Corp. v. Hollis Music, Inc.*, 981 F.2d 679 (2d Cir. 1993); *Cfirstclass Corp. v. Silverjet PLC*, 560 F. Supp. 2d 324, 330 (S.D.N.Y. 2008). Esselte takes its chosen quotation from *Anselmo v. Univision Station Grp., Inc.* out of context. In *Anselmo* the court stressed the broad scope of "related to," explaining that a forum selection clause "*should not be defeated by artful pleading of claims* . . . if those claims grow out of the contractual relationship, or if 'the gist' of those claims is a breach of that relationship." No. 92 CIV. 1471 (RLC), 1993 WL 17173, at *2 (S.D.N.Y. Jan. 15, 1993) (emphasis added).

Defendants' petitions for *inter partes* review also "*relate to*" the SPA because they concern the validity of patents transferred by the SPA. *See Cuno, Inc. v. Hayward Indus. Prods., Inc.,* No. 03–CV–3076, 2005 WL 1123877, at *5 (S.D.N.Y. May 10, 2005) (forum selection clause covering disputes "related to" the contract covered plaintiff's patent claims). Esselte asserts that there "was no transaction involving the patents under the SPA beyond Newell's purchase of the stock in the entire DYMO business." D.I. 120 at 10. But the patents were indisputably and specifically included in Newell's purchase of DYMO. Moreover, the present dispute – whether Esselte has the legal standing to challenge the validity of the patents it assigned and warranted validity – necessarily requires interpretation of the SPA. Newell contends that Esselte's challenge of the validity of the patents constitutes a breach of Esselte's warranty of validity in the SPA. Esselte disagrees, asserting that the warranty clause is inapplicable and has expired. Thus, Esselte's attempts to invalidate patents that Newell contends Esselte warranted the validity of through the SPA necessarily "relates to" the SPA.[3]

B. The Forum Selection Clause Precludes Participation in *Inter Partes* Reviews at the PTAB.

Esselte disparages Newell's motion as unique and unprecedented, but ignores the strong line of cases in which courts have enforced forum selection clauses and enjoined plaintiffs from participating in ITC proceedings. *See Texas Instruments Inc. v. Tessera, Inc*., 231 F.3d 1325, 1327 (Fed. Cir. 2000) (applying forum selection clause that stated, "any litigation between the parties relating to this Agreement shall take place in California," to enjoin participation in ITC); *Gen. Protecht Grp. v. Leviton Mfg. Co.*, 651 F.3d 1355, 1359 (Fed. Cir. 2011) (applying forum

[3] Esselte's reliance on *Armco Inc. v. N. Atl. Ins. Co.*, 68 F. Supp. 2d 330 (S.D.N.Y. 1999) is misplaced. There, the "plaintiffs assert[ed] tort claims that also allegedly grew out of events and acts by defendants preceding the execution of the contract." *Id.* at 338. Here, the present litigation and Esselte's challenge of the validity of the patents occurred after the transfer of the patents to Newell, and thus the SPA is connected to these disputes.

selection clause that stated, "any dispute between the Parties relating to or arising out of this [Settlement Agreement] shall be prosecuted exclusively in the United States District Court for the District of New Mexico," to enjoin participation in ITC). Like ITC proceedings, *inter partes* reviews are actions that involve an adversarial trial before three administrative law judges, discovery, as well as the filing of briefs, motions and evidence. ITC proceedings and *inter partes* reviews are adversarial administrative proceedings that clearly qualify as "disputes" and "actions" contemplated by the SPA. *See Ciena Corp. v. Nortel Networks Inc.*, No. 2:05 CV 14, 2005 WL 1189881 (E.D. Tex. May 19, 2005) (finding an ITC proceeding qualified as an "action for patent infringement").

Defendants' reliance on *Joy Mfg Co. v. Nat'l Mine Serv. Co., Inc.*, 810 F.2d 1127, 1129 (Fed. Cir. 1987) is likewise misplaced.[4] The Court's holding in *Joy* was specific to an *ex parte* reexamination, a unique process in the Patent Office that precludes participation from any parties other than the patent owner.[5] Thus, for *ex parte* reexaminations, injunctions are ineffective because there is no activity to enjoin once such a petition is filed as there will be no further participation by the petitioner. Unlike *ex parte* reexaminations, ITC proceedings and actions for *inter partes* review are adversarial proceedings, with active involvement from a petitioner and a patentee. Therefore, an injunction can preclude participation in actions for *inter partes* review, just like ITC proceedings.

Esselte also does not dispute that "[t]he Second Circuit has endorsed an expansive reading of the scope of forum selection clauses, in keeping with the public policy favoring their

[4] The forum selection clause in *Joy Manufacturing* used the term "suit" which at least has a more narrow connotation than the SPA's "action" or "dispute." *See Dungey, et al. v. Gorzegno, et al.*, 191 U.S.P.Q. 225, 1972 WL 17647, at *3 (Apr. 12, 1972) ("If it were found necessary to recognize such a distinction, we incline to consider 'action' broader than 'suit.'").

[5] As Esselte explains, the court in *Joy Manufacturing* only distinguished an *ex parte* "request for administrative reexamination" from "filing a suit in a United States Court." D.I. 120 at 14.

use." *Universal Grading Serv. v. eBay, Inc.,* No. 08–CV–3557, 2009 WL 2029796, at *14 (E.D.N.Y. June 10, 2009). Instead, Esselte incorrectly argues that the "other court[s]" language of the forum selection does not preclude its filing *inter partes* review actions with the PTAB. D.I. 120 at 12-15. However, the forum selection clause forbids a party from bringing "any action relating to this Agreement or any of the Transactions" outside of a federal or state court in New York. Thus, "any action" must be brought in federal or state court sitting in the State of New York. Even if "other court" somehow further limits the forum selection clause, the PTAB clearly acts as a court in *inter partes* review proceedings. Esselte improperly attempts to narrow the term "court" to mean "Article III Court," when in fact, this state has long-employed a much broader use of the term. *See* Ex. 3-A (brochure describing the non-traditional "New York State Problem-Solving Courts," presided over by a Deputy Chief Administrative Judge). Esselte's self-serving attempt to define "court" to exclude adversarial, pleadings-based PTAB proceedings and trials defies this state's expansive understanding and usage of that term.[6]

The forum selection clause plainly does *not* allow for duplicative proceedings of disputes to be addressed in other forums, such as the *inter partes* review actions initiated at the PTAB. Therefore, because the petitions for *inter partes* review clearly arise out of and relate to the SPA, and because *inter partes* review actions should clearly be considered within the scope of actions governed by the forum selection clause of the SPA, Plaintiffs are likely to succeed in their action to enforce the forum selection clause and enjoin Esselte's participation in the *inter partes* reviews.

[6] Notwithstanding Esselte's cherry-picking of SPA provisions using the term, "Governmental Entity," section 6.1 (a) of the SPA, entitled "Court Orders," is fairly understood to explain that Governmental Entities – which, Esselte argues includes the PTAB – are also "courts" that issue "orders."

II. PLAINTIFFS ARE LIKELY TO SUCCEED ON THE CLAIM TO ENFORCE THE WARRANTY CLAUSE AND ASSIGNOR ESTOPPEL.

Plaintiffs are also likely to succeed on their claim to enforce the warranty clause of the SPA. *See* D.I. 108 at § I.A. Under a proper reading of the warranty clause, Esselte warranted that it owned—*i.e.* had a sufficient valid right to use—the patents. Though Esselte has breached this warranty by challenging the validity of the patents, Esselte nonetheless argues that public policy supports their ability to abdicate the SPA. D.I. 120 at 16-18. That remarkable assertion ignores reality. The promises made by Esselte in the SPA are the starting point of this analysis and no public policy can trump upholding those promises.

Likewise, Plaintiffs are likely to succeed in applying assignor estoppel in this court to prevent Esselte from arguing that the very patents it assigned to Newell are invalid. "[A]n assignor should not be permitted to sell something and later to assert that what was sold is worthless, all to the detriment of the assignee." *Diamond Scientific Co. v. Ambico, Inc.*, 848 F.2d 1220, 1224 (Fed. Cir. 1988). The intrinsic unfairness of obtaining value for a patent upon transfer and later claiming it is worthless when asserted by the transferee creates a "presumption that an estoppel will apply" on the equities scale. *Mentor Graphics Corp. v. Quickturn Design Sys., Inc.,* 150 F. 3d 1374, 1378 (Fed. Cir. 1998). Courts continue to apply the equitable doctrine. *See CA, Inc. v. New Relic, Inc.*, No. CV 12-5468 AKT, 2015 WL 1611993, at *8-13 (E.D.N.Y. Apr. 8, 2015) (applying assignor estoppel in stock purchase agreement that included transfer of patents to preclude defendant from arguing invalidity of the transferred patents). "The principle of fair dealing as between assignor and assignee of a patent whereby the assignor will not be allowed to say that what he has sold as a patent was not a patent ha[s] been part of the fabric of our law throughout the life of this nation." *Diamond Scientific Co.*, 848 F.2d at 1224. Thus, the principles behind assignor estoppel are firmly rooted in American jurisprudence and

the importance of fair dealing between assignor and assignee trump other public policy issues.

III. PLAINTIFFS WILL SUFFER IRREPARABLE HARM IF THE INJUNCTION IS NOT GRANTED.

If the Court does not issue injunctive relief, Plaintiffs will be irreparably harmed by the deprivation of their bargained-for, exclusive forum. *See Int'l Fashion Prods., B.V. v. Calvin Klein, Inc.*, 95 Civ. 0982 (JFK), 1995 WL 92321, at *2 (S.D.N.Y. Mar. 7, 1995) (irreparable injury where value of forum selection clause is lost once litigation in non-selected jurisdiction has commenced). Despite Esselte's hand-waving, courts have consistently found that forcing a party to litigate on two fronts in derogation of a forum selection clause constitutes irreparable harm. *See Texas Instruments, Inc. v. Tessera, Inc.,* No. C–00–2114 CW, slip. op. at 6 (N.D. Cal. Mar. 6, 2001) ("[L]itigating simultaneously in California and the ITC will cause financial and business hardship to TI. Even if its attorneys' fees and costs are eventually recoverable in damages, the inconvenience and disruption to its business is irreparable.").

Esselte attempts to distinguish other cases because they involve forum selection clauses that compel "arbitration." The distinction is irrelevant. As in this case, the parties bargained for a particular forum – arbitration in those cases, New York courts here – and the court found irreparable harm because a party ignored the bargained-for forum. *See* D.I. 110, n. 7; *J.P. Morgan Sec. LLC v. Quinnipiac Univ.*, No. 14 CIV. 429 PAE, 2015 WL 2452406, at *6 (S.D.N.Y. May 22, 2015) (irreparable harm where party was "compelled to arbitrate…without having agreed to arbitration"). Likewise, the courts in *McLaughlin Gormley King Co.* and *Ciena Corp.* found irreparable harm when a party was forced to defend ITC proceedings and thus was deprived of its bargained-for forum, a district court. *McLaughlin Gormley King Co. v. Terminix Int'l Co.*, 105 F.3d 1192, 1194 (8th Cir. 1997); *Ciena Corp. v. Nortel Networks Inc.,* 2005 WL 1189881, at *7.

The balance of the hardships also favors Newell. Esselte's concealment and subsequent abdication of the SPA deprives Newell of its bargained-for forum. Further, enforcing the forum selection clause and warranty provision of the SPA will not cause a material hardship on Esselte, given that they specifically bargained for those provisions in the SPA in consideration for the $730 million payout, and as an assignor, they are estopped from challenging the validity of the patents they assigned. *Gen. Protecht Grp.*, 651 F.3d at 1365.

New York has a well-established public policy of enforcing forum selection agreements. *Int'l Fashion Prods.*, 1995 WL 92321, at * 2; *M/S Bremen v. Zapata Off-Shore Co.*, 407 U.S. 1,1 (1972); N.Y. Gen. Oblig. Law § 5–1402. The forum selection clause in the agreement underlying this action clearly specifies New York as the only appropriate forum. Unlike the authorities that Esselte relies on, this case is unique as it involves the assignment of patents from Esselte to Newell, a warranty of validity, *and* a bargained for forum to resolve disputes. The principles behind assignor estoppel have been firmly rooted in American jurisprudence for well over a century. The warranty Esselte provided as well demonstrates that the public interest is best served by enforcing the warranty and traditional equitable law to bar defendants further participation in the *inter partes* review proceedings.

CONCLUSION

For the foregoing reasons, Plaintiffs' Motion to Enjoin Defendants' Participation in *Inter Partes* Review Actions should be granted.

DATED: May 27, 2015

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DECLARATION OF RICHARD GOLDSTUCKER

1. My name is Richard Goldstucker. I am an associate with Kilpatrick Townsend & Stockton LLP ("Kilpatrick Townsend"). I am over the age of twenty-one and competent to make this declaration based on my personal knowledge.

2. Kilpatrick Townsend represents Plaintiffs Newell Rubbermaid, Inc., Sanford L.P. (d/b/a DYMO) and DYMO B.V.B.A. in the above-styled action, and I am counsel of record.

3. Attached as Exhibit A is a true and correct copy of the brochure entitled "New York State Problem-Solving Courts" from www.nycourts.gov/courts/problem_solving/.

I declare under penalty of perjury that the foregoing is true and correct.

Executed on this 27th day of May 2015.

/s/Richard Goldstucker
Richard Goldstucker

Community Courts

Community Courts combine conventional punishments with alternative sanctions and on-site treatment and training in an effort to break the "revolving door" cycle of crime. They are a collaboration of traditionally separate entities, including citizens, criminal justice agencies, businesses, local civic organizations, government entities and social service providers, resulting in neighborhood-focused problem solving.

Many Community Courts house an array of non-traditional programs, such as mediation, job training and placement, drug treatment and homeless outreach, all of which are rigorously monitored by the court in order to address problems that often underlie criminal behavior. Services specifically targeted for youth include job readiness, substance abuse, HIV prevention and tutoring and mentor programs.

NEW YORK STATE PROBLEM–SOLVING COURTS

NEW YORK STATE

PROBLEM-SOLVING COURTS

www.nycourts.gov/courts/problem_solving/

NEW YORK STATE PROBLEM–SOLVING COURTS

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PROBLEM-SOLVING COURTS

Problem-Solving Courts look to the issues that bring litigants into the justice system and seek to implement new approaches, including judicial monitoring and the incorporation of community resources. This comprehensive approach increases offender accountability, enhances community safety and improves outcomes while protecting the rights of all litigants.

Hon. Judy Harris Kluger, Deputy Chief Administrative Judge for Court Operations and Planning, is responsible for implementation and oversight of all Problem-Solving Courts in New York State.

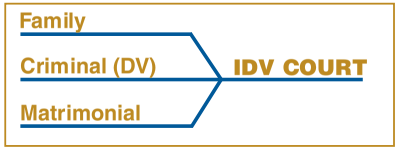
Problem-Solving Courts in New York State include: Integrated Domestic Violence Courts, Domestic Violence Courts, Drug Treatment Courts, Mental Health Courts, Sex Offense Courts, Youthful Offender Domestic Violence Courts and Community Courts.

Hallmarks of all Problem-Solving Courts include a dedicated judge who, along with court staff, is trained in issues unique to that court type; increased engagement with litigants; and close coordination between the Problem-Solving Court and outside groups, including prosecutors, defense attorneys, civil attorneys, law guardians, service providers, victim services organizations and law enforcement, as well as other courts in the county and state.

NEW YORK STATE PROBLEM–SOLVING COURTS

Integrated Domestic Violence Courts

Integrated Domestic Violence ("IDV") Courts serve families by allowing a single judge to hear multiple case types - criminal, family and matrimonial - which relate to one family where the underlying issue is domestic violence. Dedicated



to the "one family – one judge" model, IDV Courts respond to a historic problem in the court system, where domestic violence victims and their families traditionally had to appear in different courts before multiple judges, often located in different parts of a county, to address their legal issues. By connecting one judge with one family, IDV Courts aim to provide more informed judicial decision-making and greater consistency in court orders, while reducing the number of court appearances. In addition, these courts facilitate access to enhanced services for litigants and help to ensure offender accountability.

Sex Offense Courts

Sex Offense Courts handle eligible criminal cases where the defendant has been charged with a sex offense. These courts seek to enhance public safety through monitoring offenders on probation supervision, providing consistent and swift intervention and enhancing offender accountability. Sex Offense Courts work with probation departments to encourage the use of a combination of intensive supervision, treatment and behavioral verification to control offending behavior.

Sex Offense Court Judges and Staff coordinate with all relevant stakeholders, such as prosecutors, departments of probation, defense attorneys and victim service agencies to ensure a uniform approach to the management of eligible sex offense cases and to promote the development and use of best practices.

NEW YORK STATE PROBLEM–SOLVING COURTS

Domestic Violence Courts

Domestic Violence ("DV") Courts adjudicate criminal offenses involving intimate partners. Domestic Violence Courts have been developed as part of the justice system's coordinated response to domestic violence. Dedicated to enhancing safety and offender accountability, DV Courts facilitate access to needed services, ensure intensive judicial monitoring and promote increased coordination among the courts, community stakeholders and service providers.

Youthful Offender Domestic Violence ("YODV") Courts handle exclusively those domestic violence cases involving defendants aged 16 through 19. Like in all DV Courts, the presiding judge in a YODV Court is trained in the dynamics of domestic violence and in addition is sensitive to the characteristics of the population of adolescent defendants. YODV Courts work closely with providers of mandated programs geared toward young offenders and the distinct issues they face.

NEW YORK STATE PROBLEM–SOLVING COURTS

Drug Treatment Courts

Drug Treatment Courts provide court-mandated substance abuse treatment to non-violent addicted offenders, as well as to juveniles and to parents charged in Family Court child neglect cases, in an effort to end the cycle of addiction and recidivism. What distinguishes Drug Courts is their uniquely collaborative approach to treatment: upon voluntary entry into court-supervised programs, appropriate non-violent addicted offenders become part of an intervention process. This process involves coordination between defense attorneys, prosecutors, treatment and education providers and law enforcement officials. Rules of participation are defined clearly in a contract agreed upon by the defendant, the defendant's attorney, the district attorney and the court.

NEW YORK STATE PROBLEM–SOLVING COURTS

Mental Health Courts

The goal of Mental Health Courts is to link defendants to treatment when mental illness is the underlying cause of their criminal activity. These courts build on the Drug Court model by seeking to break the cycle of criminal behavior through treatment. Mental Health Courts facilitate access to psychological services, provide intensive judicial monitoring and promote collaboration among the court, community stakeholders, local mental health departments, mental health service providers and social service providers.