COMMENTARY

Inefficiency in the Courthouse: The Nonsense in Withholding Settlement Amounts From Non-Settling Tortfeasors

Timothy Capowski and Payne Tatich

At a time when judicial resources are unduly strained, a perfect starting point for clearing courtroom congestion is recognizing that delayed disclosure of settlement amounts in multi-tortfeasor litigations impedes, rather than encourages, settlement between the parties, and frustrates the legislative intent of the controlling statutes in this area.

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By Timothy Capowski and Payne Tatich

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A vexatious area of law is the faux confidentiality afforded to settlement amounts between settling plaintiffs and settling tortfeasors, as applied to non-settling tortfeasors. The issue is strictly one of timing, not privacy, since non-settling tortfeasors are ultimately entitled to this information to calculate damages awardable against them. Yet in the context where pre-trial disclosure would foster settlement and aid in the non-settling defendant's preparation of its defense, courts have struggled to consistently and logically determine when disclosure is permissible. At a time when judicial resources are unduly strained, a perfect starting point for clearing courtroom congestion is recognizing that delayed disclosure of settlement amounts in multi-tortfeasor litigations impedes, rather than encourages, settlement between the parties, and frustrates the legislative intent of the controlling statutes in this area.

The Law Governing Disclosure of Settlement Agreements

In multi-tortfeasor litigations, non-settling defendants are made privy to settlement amounts no later than upon a jury verdict in order to calculate damages awardable against them. Disclosure is governed by the interplay of General Obligations Law §15-108(a), CPLR 4533-b, and CPLR 2104.

GOL §15-108(a) generally provides that a settlement between an injured plaintiff and a tortfeasor reduces the non-settlors' liability to the plaintiff by the greater of either the amount of the settlement or the amount of the settling defendant's equitable share of damages under CPLR Article 14. The Court of Appeals has observed that the statute was created "to encourage settlements by altering or eliminating certain rules of prior law which had an inhibiting effect on the settlement process."[1] But the statute's reach extends beyond just the settling parties, as its "overall scheme and purpose ... is to promote settlements in multiple-party tort cases by clearly defining the effect the settlement will have on *collateral rights and liabilities in future litigation*."[2]

As a corollary, CPLR 4533-b provides that non-settling defendants are entitled to a hearing at which they are entitled to present proof as to payment by, or settlement with, another joint tortfeasor, offered in mitigation of its damages in connection with GOL §15-108(a). Neither the statute nor any of the scant decisions interpreting it discuss the manner or timing of disclosure. However, since a jury is discharged upon a verdict, the statutory language requiring such proof be "taken out of the hearing of the jury" suggests that the pre-verdict settlement be disclosed promptly, not *after* the verdict. In any event, at a minimum this requires disclosure of the settlement amounts to non-settling defendants *no later than* the time of the post-verdict hearing.

And CPLR 2104 was amended in 2003 to include language mandating that "the terms of such stipulation [of settlement] shall be filed by the defendant with the county clerk." Unsurprisingly, there is little decisional law discussing the required content of such stipulations.

All told, the statutes make two things abundantly clear. First, there is no true confidentiality protecting settlement amounts from a non-settling tortfeasor; in other words, it is not a matter of "if" but "when" the settlement amounts must be disclosed. Second, neither GOL §15-108, CPLR 4533-b nor CPLR 2104 address the timing of disclosure for either the fact or amount of settlement, save for 4533-b's prohibition against disclosure within the hearing of the jury.

Against the backdrop of statutory silence, it is self-evident that disclosure should be guided by the overarching legislative intent and public policy embodied in these statutes, that is, the encouragement and promotion of settlements.

Prompt Disclosure of Settlement Amounts Will Promote Settlement

The prompt disclosure of settlement amounts necessarily facilitates negotiation and settlement with the remaining defendants, and is consistent with the strong, longstanding public policy in this State "of encouraging and facilitating the settlement of legal controversies by compromise."[3] It allows them to meaningfully calculate risk and exposure posed by a potential trial and verdict. It further promotes open and honest communication during the settlement process. Conversely, the unnecessary withholding of this information until post-verdict undermines meaningful settlement negotiations after one or more parties have settled with the plaintiff, making trial a virtual certainty. More fundamentally, it is logically bewildering how a rule permitting secrecy and obfuscation in the false name of confidentiality promotes, rather than hinders, a meeting of the minds between two adversarial parties. Indeed, as pointed out earlier the "overall scheme and purpose ... is to promote settlements in multiple-party tort cases by clearly defining the effect the settlement will have on collateral rights and liabilities in future litigation."[4] The withholding of the settlement amount from the non-settling defendants has an inhibiting effect on settlement by rendering the effect of the settlement unclear to these defendants until after trial.[5]

Pre-Verdict Collateral Source Discovery Is an Apt Analogy

The approach we endorse is not novel, and an apt analogy exists in the related context of collateral source reductions. Collateral source reductions, made only following a plaintiff's verdict on the issue of economic damages, are fully ventilated at a post-verdict hearing conducted pursuant to CPLR 4545. Despite having no relevance at the time of trial, it is undisputed that defendants are permitted to obtain collateral source information during pre-trial discovery[6]. What makes this more astonishing is that such materials may turn out to be entirely unnecessary, since the jury may return a defense verdict or refuse to award economic damages. The parallels are clear: collateral source materials touch on the issue of recovery and have no use at trial, yet the courts do not artificially limit their disclosure until the end of trial. This is because, as the court noted in *Fleming*, where plaintiff sought to delay disclosure of collateral source information until post-verdict, delaying disclosure of this information bearing on the value of the claim "can reasonably be expected to impede prospective settlement discussions in personal injury cases" and was "certainly counterproductive to judicial efficiency and expediency."[7] Having an accurate idea of the collateral source offset is, once again, a helpful factor that increases the parties' ability to reach a settlement; not having access necessarily decreases and unnecessarily delays such ability.

Despite the seemingly obvious reasons supporting prompt disclosure of settlement amounts, courts in this state have been too frequently reluctant to order the same. A brief explanation of the decisional law is provided here.

The Awkward Application of CPLR 3101

The problem arises from *Data Entry Worker*[8] and its narrow application of CPLR 3101. The First Department held that a settlement agreement in a mass torts products liability action (involving corporate competitors Sony, IBM, and Apple) to recover for repetitive stress injury could not be disclosed before a plaintiff's verdict because the agreement was not material and necessary to the non-settling defendants' defense of the action. Although the court recognized that "the materials would be useful to defendants in assessing their maximum exposure," it ultimately agreed with the IAS court that "such strategizing has no bearing on the underlying issues of fault and damages."[9]

The particularized facts at issue in *Data Entry Worker* do not support the long shadow it has since cast. The issues there involved products liability, and the defendants raised legitimate concerns that disclosing their settlements would subject them to further suits as part of a larger "mass tort litigation." As the Supreme Court noted, the "simple fact is that there are hundreds of RSI [repetitive stress injury] cases pending in this court alone, and the settlement agreements reached with SONY and A.B. Dick cannot be viewed in a vacuum."[10] In essence, *Data Entry Worker* could not have settled without these strict confidentiality provisions. Moreover, where defendants in *Data Entry Worker* were all direct competitors, Sony argued that IBM and Apple sought disclosure of the settlements for the purpose of frustrating settlement efforts in the larger RSI mass tort litigation, and incidentally gaining tactical advantages by obtaining improper insight into the litigation and settlement strategies of the settling-competitors.

The First Department undermined this holding eight years later in *Masterwear v. Bernard*, 298 A.D.2d 249 (1st Dep't 2002), where it held that the settling parties would not be prejudiced by the disclosure of confidential settlement terms because "the settling parties' remaining interest in confidentiality may be protected by an order limiting the disclosure of the settlement agreement to [defendant] and his counsel or by such other manner as Supreme Court directs."

Echoing the eminent Professor David D. Siegel's comments in his earlier C3101:18A Main Practice Commentary, the court further observed seven years later in *Mahoney v. Turner Const. Co.*, 61 A.D.3d 101, 102 (1st Dep't 2009) that "the law on the disclosure of settlement agreements to nonsettling parties is unclear and presents a thorny issue with which the trial courts are required to grapple." That the First Department (and Professor Siegel) described the law as unclear in 2009 may be seen to imply that *Data Entry Workers* is either limited to its particular facts or constitutes outdated precedent that has been overruled sub silentio by *Masterwear* and *Mahoney*[11] and/or by the subsequent 2003 amendment to CPLR 2104. That the *Mahoney* court did not have occasion to consider the issue of settlement amount disclosures and confidentiality is even more instructive; Justice Sallie Manzanet-Daniels, then sitting on the bench in the Supreme Court, Bronx County, recognized the relevancy of limited disclosure and ordered the settling parties disclose the settlement amounts to the non-settling parties. Significantly, no appeal was taken from this aspect of the court's order.

As Patrick M. Connors, successor to Professor Siegel, noted in his 2018 Practice Commentaries:

> It is difficult to reconcile the First Department's narrow application of CPLR 3101(a)'s relevance standard in *Hulse* [aka *Data Entry Worker*] with its decisions several years later in *Masterwear* and *Mahoney*. See Main Practice Commentary, C3101:18A. As noted by the Court of Appeals, CPLR Article 31 allows disclosure of "any facts bearing on the controversy which will assist preparation for trial by sharpening the issues and reducing delay and prolixity." *Allen v. Crowell-Collier Pub. Co.*, 21 N.Y.2d 403, 406, 288 N.Y.S.2d 449, 452 (1968); *see Andon ex rel Andon v. 302-304 Mott Street Associates*, 94 N.Y.2d 740, 746, 709 N.Y.S.2d 873, 877 (2000). *Mahoney* and *Masterwear* reach a sounder result by allowing the nonsettling defendant at least some limited disclosure of the settlement documents, which fall within the broad net of CPLR 3101(a)'s relevance standard. General Obligations Law section 15-108, by its own terms, makes such settlements relevant at trial. While the decisions in *Hulse* and *Henderson* [a trial court decision parroting *Hulse*] classify the requests under the umbrella of "trial strategy," a substantial amount of information is sought through disclosure for purposes of formulating trial strategy. The central inquiry in resolving these disclosure requests should focus on relevance. As recognized by the First Department in *Masterwear*, the nonsettling defendants should not have to wait until trial to obtain this information, which is material to the preparation of their case. ****
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> Strong public policy considerations favor settlements, which avoid costly litigation and preserve scarce judicial resources. *See, e.g., Denburg v. Parker Chapin Flattau & Klimpl*, 82 N.Y.2d 375, 604 N.Y.S.2d 900 (1993); *In re New York City Asbestos Litig.*, 153 A.D.3d 461, 470, 62 N.Y.S.3d 309, 315-16 (1st Dep't 2017). These public policy concerns can be accommodated short of denying a non-settling defendant information that is material and relevant to its case. The court can allow disclosure while protecting the confidential nature of the settlement agreement through a CPLR 3103(a) protective order. *See Masterwear, supra*. In any event, a party who has invoked the judicial process to resolve a dispute should not be able to dictate, with full authority, whether the terms of the resolution of that dispute can be disclosed."[12]

We thoroughly agree. Given New York's undisputed open disclosure policy[13] and its intent to eliminate surprise and substitute honesty and forthrightness for gamesmanship,[14] *Data Entry Worker* and its narrow application of CPLR 3101 should be the exception, not the rule, on

disclosure of settlement amounts. This is particularly true where the settling party has a slender thread of reason, if any, for keeping settlement amounts private, and insists upon this faux-confidentiality at the great expense of co-litigants and judicial resources.

'In re Steam Pipe Explosion at 41st Street and Lexington Avenue': A Perfect Illustration Why 'Data Entry Worker' Must Be the Exception, Not the Rule

The issues outlined here came to a head in *Matter of Steam Pipe Explosion at 41st St. & Lexington Ave.*, 128 A.D.3d 493 (1st Dep't 2015), rearg. and lv. den. 2017 NY Slip Op 73385(U) (1st Dep't, May 11, 2017).[15] The plaintiff involved, Margo Kane Talenti, was 70 years old at the time of the explosion of the Con Edison steam pipe that injured her. Because of the plaintiff's age, and because extensive summary judgment motion practice was still underway on liability, the trial court (Jaffe, J.) granted the plaintiff's motion for a trial preference and ordered reverse bifurcation and a damages-only trial against defendants, Con Edison, the City of New York and Team Industrial Services (TIS).[16] Plaintiff then proceeded to settle with the primary tortfeasor Con Edison prior to trial and filed a stipulation of discontinuance with prejudice (NYSCEF Doc. No. 69).

Hoping to obviate the need for such a trial, defendants approached plaintiff's counsel, who was similarly eager to negotiate a settlement, and requested to learn the amount of the settlement with co-defendant Con Edison to ascertain the G.O.L. 15-108 set-off so that negotiations could begin in earnest.

Plaintiff's counsel, however, advised defendants that he was bound by a confidentiality provision in the settlement agreement drafted by Con Edison. The parties then approached Con Edison, which indicated that the confidentiality provision prevented it or the plaintiff from divulging the amount of the settlement. After the trial court denied its oral application for disclosure of the settlement amount, TIS then submitted a motion to compel disclosure of the entire settlement agreement and any side agreements and, in the alternative, requested just the limited disclosure of the amount of the settlement—to this end, TIS offered to agree to a protective order to preserve confidentiality and limit the use of the settlement amount to the single purpose for which it was sought (NYSCEF Doc. No. 96-107, 115). Con Edison opposed the motion, arguing that, "In th[e] agreement, Con Edison and Ms. Kane agreed that the terms of the Kane Settlement Agreement would remain confidential" (NYSCEF Doc. No. 108, pp. 2-3; Doc. No. 110, pp. 1-2, 4) and that "Con Edison and Ms. Kane expressly agreed that the terms of the Kane Settlement Agreement would remain confidential" (Doc. No. 110, p. 4).

The trial court partly granted the motion to the extent of compelling production of the confidential settlement agreement for purely in camera inspection by the court (NYSCEF Doc. No. 117-118). Upon in camera inspection, the court denied the motion to compel, presumably on the constraint of *Data Entry Worker*, holding that "nothing contained therein is material or necessary to defendant [TIS]'s defense" (NYSCEF Doc. No. 122).

TIS appealed (NYSCEF Doc. No. 133), and expressly limited its argument to seeking disclosure of the amount only of the settlement agreement (it had previously sought the entirety of the documents as well for other reasons). TIS based its arguments on *Masterwear* and *Mahoney*, as well as the cogent analyses of both Profs. David Siegel from his N.Y. Practice hornbook (s. 345, 5th ed.) and Patrick M. Connors in his excellent Practice Commentaries to CPLR 3101:18. TIS posed the question thus (App's. Br. at p. 1):

Are non-settling parties entitled to prompt disclosure of settlement amounts only, consistent with G.O.L. §15-108(a)'s purpose and New York's strong public policy favoring settlement, or must they unnecessarily wait until after a trial and verdict, thereby undermining the statute and public policy, ignoring CPLR 2104, and further burdening an already overburdened court system?

The respondent, Con Edison, tellingly ignored the express limitation of the relief sought by TIS on appeal and persistently re-framed the dispute on at least forty occasions throughout its brief as directed to the discoverability of the overall terms of the settlement agreement or the entire settlement document itself. This misdirection was undertaken to try and frame the controversy more neatly within the *Data Entry Worker* framework. Two interesting facts further differentiate this case from those prior. First, TIS explicitly offered to enter into the same confidentiality order that plaintiff and Con Edison had agreed to, consistent with *Mahoney* and *Masterwear*. Effectively, this eliminated any concerns that extraneous parties might become privy to this information. Second, in response to TIS's appeal, plaintiff did not bother to submit a respondent's brief, nor did plaintiff join in Con Edison's respondent's brief. This repudiates the phantom fear that plaintiffs are disincentivized from settlement if they know their agreements will be disclosed post-settlement. Ironically, the interests underlying this phantom fear – typically advanced by settling tortfeasors—are only protected if stipulations of confidentiality are entered into by the parties, since non-settling defendants who obtain a verdict are certainly under no such limitation from disclosure post-verdict.

In any event, Con Edison's misdirection was ultimately an effective tactic. In a two-paragraph decision, the First Department maintained its adherence to an overly narrow interpretation of CPLR 3101 and summarily ignored the tripartite interplay of GOL §15-108(a), CPLR 4533-b, and CPLR 2104. *Matter of Steam Pipe Explosion at 41st St. & Lexington Ave.*, 128 A.D.3d 493 (1st Dep't 2015), rearg. and lv. den. 2017 NY Slip Op 73385(U) (1st Dep't May 11, 2017). Even worse, the court refused to discuss the legislative intent and public policy embodied in these statutes. In other words, the court disavowed the importance the Legislature placed on settling civil actions in the State of New York.

The Enormous Waste of Party and Judicial Resources Resulting From Withholding Disclosure

A powerful incentive for revisitation of this issue is the practical impact of the courts' decisions to preclude disclosure in *Steam Pipe*, which is as follows. The City and TIS were unable to reach a settlement with plaintiff, and proceeded through a full two-week-long damages trial (Feb. 5, 2015 through Feb. 19, 2015; NYSCEF Doc. No. 149), that resulted in a verdict of $11,742,000 for pain and suffering and $378,000 for past lost earnings, for a total of $12,120,000 (NYSCEF Doc. No. 164). The parties engaged in extensive post-trial motion practice (NYSCEF Docs. 146-198), which resulted in a remittitur of the award to $4,165,000 (NYSCEF Doc. 199). Appeals were taken, which resulted in a final remittitur of the award to $4,915,000 (NYSCEF Doc. No. 209; *Matter of Steam Pipe Explosion at 41st St. & Lexington Ave.*, 147 A.D.3d 421, 422 (1st Dep't 2017).

The matter still could not settle even following all of this because the amount of the GOL §15-108 settlement set-off remained unknown and undisclosed. Finally, in late 2019 when the mass tort litigation was ultimately disposed of, it was learned that the Margo Kane Talenti settlement operated as a complete GOL §15-108 set-off against the entire $4,915,000 award.

The waste and inefficiency derived from the withholding of the settlement amount is staggering: (1) the combined parties, including the plaintiff, City, TIS, and Con Edison wasted well over a million dollars of litigation costs involved in numerous motions, a two-week-long

damages-only trial, and multiple appeals that served no earthly purpose and should never have taken place; (2) the court system was needlessly bogged down and court resources were wasted on same; and (3) the then-76-year-old plaintiff was subjected to an unnecessary and irrelevant two-week trial.

As an aside, when seeking in camera review by the court, litigants should also always be sure to inquire and request that the court confirm whether the confidentiality term in question binds both parties, and to what extent. While the details surrounding a settlement may be salacious, [17] the settlement itself is generally only of interest for the sum paid, which means that typically, only one party is eager to keep the amount in question out of the public's eye, and in many instances may not have bound itself in the agreement's confidentiality provision.

Conclusion

The six years since *Steam Pipe* have seen no change. It is abundantly clear that, absent a change in the statutory language or a sea change in the minds of the Appellate Division, the underlying purposes of GOL §15-108(a) will not be achieved. Given the looming avalanche of cases that may topple in the post-pandemic world, the failure to assume a more logical and consistent approach to disclosure of settlement amounts in multiple tortfeasor litigations may contribute to an untenable backlog that deprives all parties the ability to resolve disputes in a timely and efficient manner consistent with New York's strong public policy.

Endnotes:

[1] *Rock v. Reed-Prentice Div. of Pkg. Machinery Co.*, 39 N.Y.2d 34, 40-41 (1976).

[2] Id. at 41 (emphasis added).

[3] *White v. Old Dominion S.S. Co.*, 102 N.Y. 660, 662 (1886); see *In re Eighth Judicial Dist. Asbestos Litig.*, 8 N.Y.3d 717, 723 (2007) ("State's public policy of encouraging the expeditious settlement of claims"); *Mahoney v. Turner Const. Co.*, 61 A.D.3d 101, 106 (1st Dep't 2009) ("We recognize that '[s]trong public policy considerations favor settlements, which avoid costly litigation and preserve scarce judicial resources' (Connors, Practice Commentaries, supra, CPLR C3101:18A, at 35)."). Moreover, §15-108(a) assists the courts in avoiding practices that strain their already scarce time and resources. See, e.g., *Buckley v. Natl. Frgt.*, 220 A.D.2d 155 (2d Dep't 1996), aff'd 90 N.Y.2d 210 (1997).

[4] Id. at 41.

[5] This is precisely the opposite of the statute's specific stated purpose "to encourage settlements by altering or eliminating certain rules of prior law which had an inhibiting effect on the settlement process." *Rock v. Reed–Prentice*, 39 N.Y.2d at 40-41; see also *Williams v. Niske by Niske*, 81 N.Y.2d 437, 442 (1993) (same); *Whalen v. Kawasaki Motors*, 92 N.Y.2d 288, 292 (1998) (same).

[6] See *Stolowski v. 234 E. 178th St.*, 89 A.D.3d 549, 549 (1st Dep't 2011) ("'[p]retrial discovery is available so defendants can acquire information and documents that may later be used to support a motion for a collateral source hearing'"), quoting *Firmes v. Chase Manhattan Auto. Fin.*, 50 A.D.3d 18, 35, 37 (2d Dep't 2008) ("As a general rule, discovery of collateral source issues is to be conducted prior to the filing of a note of issue, and posttrial discovery is disallowed"), citing *Scalone v. Phelps Mem. Hosp. Ctr.*, 184 A.D.2d 65, 75 (2d Dep't 1992) and *Fleming v. Bernauer*, 138 Misc.2d 267, 269 (Sup. Ct. 1987); see also Alexander, Practice Commentaries, McKinney's Cons Laws of N.Y., Book 7B, CPLR C4545:3, at 349 ("Although collateral source payments usually will not become relevant, if at all, until after a trial that ends in plaintiff's favor, pretrial discovery on the issue is appropriate.").

[7] *Fleming*, supra at 269.

[8] *In re New York Cnty. Data Entry Worker Prod. Liab. Litig. (aka Hulse v. A.B. Dick Co.)*, 222 A.D.2d 381 (1st Dep't 1995).

[9] Id.

[10] *Data Entry Worker*, 162 Misc.2d 263, 268 (Sup. Ct. N.Y. Cty. 1994).

[11] It was also undermined further in *Osowski v. AMEC Constr. Mgt.*, 69 A.D.3d 99, 106-07 (1st Dep't 2009) (citing *Masterwear*, supra) (this office appeared as appellate counsel to defendant/third-party plaintiff), where the court approved the disclosure of an entire confidential settlement agreement. Importantly, in distinguishing *Data Entry Workers*, the court observed in passing that, while the overall terms of the settlement agreement in *Data Entry Workers* "had no relevance to a possible postverdict apportionment under [GOL 15-108]," "the amount of settlement" *did*.

[12] See Patrick M. Connors, Practice Commentary, CPLR C3101:18A (McKinney Supp. 2018).

[13] A review of the basic tenets of the CPLR and, more specifically, Article 31 confirms that "The civil practice law and rules shall be liberally construed to secure the just, speedy and inexpensive determination of every civil judicial proceeding." CPLR 104. Moreover, "[t]he purpose of [Article 31] disclosure procedure is to advance the function of a trial to ascertain truth and to accelerate the disposition of suits." *Rios v. Donovan*, 21 A.D.2d 409, 411 (1964). As the Court of Appeals long ago observed, "The words, 'material and necessary', are, in our view, to be interpreted liberally to require disclosure, upon request, of any facts bearing on the controversy which will assist preparation for trial by sharpening the issues and reducing delay and prolixity. The test is one of usefulness and reason. CPLR 3101 (subd. (a)) should be construed, as the leading text on practice puts it, to permit discovery of testimony 'which is sufficiently related to the issues in litigation to make the effort to obtain it in preparation for trial reasonable' (3 Weinstein-Korn-Miller, N.Y. Civ. Prac., par. 3101.07, p. 31-13)." *Allen v. Crowell-Collier Pub. Co.*, 21 N.Y.2d 403, 406-07 (1968); see *Andon v. 302-304 Mott Street Associates*, 94 N.Y.2d 740, 746 (2000). The amount of settlement plainly meets this broad standard.

[14] *DiMichel v. South Buffalo Ry. Co.*, 80 N.Y.2d 184 (1992).

[15] This office appeared as appellate counsel for TIF.

[16] *Talenti v. Consol. Edison*, 2014 NY Slip Op 31394[U], *2 (Sup. Ct. NY County 2014); Index No. 102536/2008 (NYSCEF Doc. No. 59).

[17] For example, in the settlement between publisher Judith Regan and News Corp. over her termination, which became public due to a clerical error, Ms. Regan presumably wanted to keep quiet that she accepted $10.75 million to settle her $100 million claim, but News Corp. presumably wished to keep quiet that Ms. Regan allegedly possessed an audio-recording of Roger Ailes asking her to lie to federal investigators to benefit the careers of Bernard Kerik and Rudolph Giuliani. See https://www.nytimes.com/2011/02/25/nyregion/25roger-ailes.html. Again, such details are unusual: Typically, it is just the sum that is of interest.

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