

IN THE UNITED STATES DISTRICT COURT
FOR THE NORTHERN DISTRICT OF ILLINOIS
EASTERN DIVISION

63

----- X

THE UNIVERSITY OF ILLINOIS FOUNDATION, :

Plaintiff and :
Counterclaim Defendant, :

-against- :

BLONDER-TONGUE LABORATORIES, INC., :

Defendant and : Civil Action
Counterclaimant, : No. 66 C 567

-against- :

JFD ELECTRONICS CORPORATION, :

Counterclaim Defendant. :

----- X

CONTINUATION of EXAMINATION BEFORE TRIAL of
the Defendant and Counterclaimant, BLONDER-TONGUE
LABORATORIES, INC., by JEROME I. COHN, held at
the offices of Messrs. Ostrolenk, Faber, Gerb &
Soffen, 10 East 40th Street, New York, N.Y., on
February 17, 1967, at 12:30 P.M., pursuant to
adjournment, before Isaac H. Shapiro, a Notary
Public of the State of New York.

STONE REPORTING, INC.
IRWIN R. STONE
SHORTHAND REPORTERS - NOTARIES
150 NASSAU STREET
NEW YORK, N. Y. 10038
RECTOR 2-0448

2 A P P E A R A N C E S :

3 MESSRS. HOFGREN, WEGNER, ALLEN STELLMAN & McCORD
Attorneys for Defendant and Counterclaimant
4 BY: MESSRS. RINES & RINES
10 Post Office Square
5 Boston, Massachusetts
ROBERT H. RINES, ESQ., of Counsel
6 -and-
JULIUS E. FOSTER, ESQ., of Counsel and Local
7 Solicitor
420 Lexington Avenue
8 New York, New York

9 MESSRS. SILVERMAN & CASS
Attorneys for Counterclaim Defendant
10 BY: MESSRS. OSTROLENK, FABER, GERB & SOFFEN
10 East 40th Street
11 New York, New York
JEROME M. BERLINER, ESQ., of Counsel
12

13

14

15

16

17

18

19

20

21

22

23

24

25

IT IS STIPULATED AND AGREED by and between
counsel for the respective parties hereto that
the transcript of the record of the within
examination before trial may be subscribed and
sworn to by the witness before any officer
legally authorized to administer an oath with
the same force and effect as if subscribed and
sworn to before a Clerk or Justice of this
court.

2 J E R O M E I. C O H N, called as a witness,

3 being first duly sworn by the Notary Public, testi-

4 fied as follows:

5 EXAMINATION BY

6 MR. BERLINER:

7 Q Will you state your name and address for the
8 record, please?

9 A Jerome I. Cohn, 7 Osage Road, Rockaway, New
10 Jersey.

11 Q Who is your employer and in what capacity are
12 you employed?

13 A Blender-Tongue Laboratories, Inc. I am
14 presently employed as Product Manager, Distributor
15 Products.

16 Q How long have you been Product Manager of
17 Distributor Products?

18 A Since August 1st of last year, 1966.

19 Q Are TV and PM antennas included in Distributor
20 Products?

21 A Yes.

22 Q What position did you hold prior to being
23 Product Manager for Distributor Products?

24 A I was Eastern Regional Sales Manager.

25 Q Does that mean that you were in charge of sales

2 in the eastern region for products including TV and FM
3 antennas?

4 A I was responsible for the sale of all Blonder-
5 Tongue products in the eastern region which included
6 antennas, master antennas, closed circuit television and
7 all other distributor products.

8 Q Did Jerry Balash report to you?

9 A No.

10 Q Prior to the time when Jerry Balash left
11 Blonder-Tongue, had you and he had any conversations
12 during which Balash expressed dissatisfaction with his
13 position at Blonder-Tongue?

14 A Yes.

15 Q Do you recall any specific complaints that he
16 made?

17 A From the day I met Jerry he complained but
18 specifically it was in the nature of dissatisfaction
19 with either communications or the tools with which he
20 had to operate. This wasn't specific in any one par-
21 ticular area but just generally.

22 Q Did he ever advise you that he intended to
23 terminate his employment with Blonder-Tongue?

24 A Not specifically that I can remember.

25 Q Did he ever advise you that he had contact

2 with any other companies with the idea of possibly being
3 employed by them?

4 A I don't remember any such specific statements
5 by Jerry, that he had such contact.

6 My personal contact with Jerry during that time
7 was fairly limited because I was in the field 99 per cent
8 of the time and I would see Jerry only when he was in the
9 field with me for a day or two days or at a show on
10 antennas or I would come into the office. Other than that
11 I had limited contact with Jerry Balash and other product
12 managers.

13 Q Did you work with Balash in any cooperative
14 effort between Blonder-Tongue and JFD?

15 A We did have some cooperative meetings in UMF
16 markets in which we had meetings, as I said, with other
17 manufacturers, one of them being JFD to promote indi-
18 vidual products for the particular month that we were
19 working for.

20 Two specific ones was the Philadelphia market
21 and the Washington, D.C. market.

22 Q Did you ever have the impression that Mr.
23 Balash was overly friendly towards JFD?

24 A Our contact with JFD in these particular cases
25 that I mentioned was mainly through Herb Yasky at JFD

1
2 and I would say that Jerry knew Herb very well over a
3 number of years but I was also friendly with Herb.
4 Whether he was more or less, it would be hard to judge.

5 Q Going back to the Atlantic City Telerama
6 Seminar, did you feel that Mr. Balash was overly friendly
7 toward JFD at that particular time?

8 A I wouldn't want to really judge as to whether
9 he was overly friendly or underly friendly. He was
10 friendly with Herb Yasky.

11 Q On that occasion was he any more friendly with
12 Mr. Yasky than he had been prior to that time?

13 A I think so because he spent, I would say, more
14 than a proportionate amount of normal time with Herb
15 Yasky. He didn't neglect any of his duties at Blonder-
16 Tongue at the suite or helping to sell our product, but
17 whenever he was not there he was with Herb, usually.

18 Q Do you know the position that Herb Yasky had
19 at that time with JFD?

20 A I believe he was the sales manager of the
21 eastern region or whatever titles they have.

22 Q Do you have direct contact with Blonder-Tongue
23 customers?

24 A Yes.

25 Q In your contact with Blonder-Tongue customers

2 have any of them ever advised you that JFD threatened not
3 to sell them antennas if they purchased Blender-Tongue
4 antennas?

5 A I have no direct knowledge of any of the custom-
6 ers that I dealt with in the eastern region specifically
7 telling me that JFD threatened to discontinue the sale of
8 products to them.

9 I do know that several customers advised me as
10 the Regional Manager that we were being sued by JFD, and
11 what is it all about.

12 I was also advised by several customers that
13 "I don't want to get involved" if I may quote them as
14 such basically. We had one or two cases, possibly more,
15 in the eastern region in which customers or potential
16 customers had asked for letters of indemnification if
17 we were sued.

18 Q What explanation did you give in respect to
19 suit involving JFD and Blender-Tongue?

20 A My answer was that we were in good company
21 along with a lot of good other people and I was sure
22 whatever the ramifications or patents or lawsuits were
23 involved, I wasn't fully aware of them. I knew that we
24 had antennas and JFD had antennas and if they were
25 going to fight anything out in Court, that Blender-Tongue

1
2 would give no hurt to any customers as such.

3 Q Do you know of any instances where JFD
4 threatened not to ship antennas unless the customer also
5 purchased additional equipment such as converters and
6 amplifiers?

7 A In the eastern region I know of no specific
8 case that I could put my finger on today.

9 I do know that JFD usually tried to use what I
10 personally call aggressive selling to package the entire
11 antenna line with their amplifiers and other components.

12 Q Do you know of any instance where a particular
13 JFD antenna could not be purchased as a single item?

14 A It was my understanding from customers that
15 the low end antennas could not be purchased without
16 across-the-board purchasing from JFD.

17 Q Who were these customers that you just referred
18 to?

19 A I think this was generally all customers.

20 Q Well, be specific as to one or two. Let us
21 start off with one.

22 A The name of a customer who could not buy one
23 single antenna?

24 Q Yes.

25 A The customers usually bought JFD across-the-board

1
2 if they were JFD customers.

3 If they were not JFD customers, they could not
4 buy a single antenna as such without buying across-the-
5 board. They couldn't buy a conical antenna by itself.
6 This is what is considered a low end of the antenna line.

7 JFD's policy, I believe, was, because there
8 was nothing in writing, that you could not buy conical
9 or the very cheap antennas by themselves but you bought
10 these because you were a broad base JFD customer.

11 The names specifically I would have to go back
12 and give you a complete list of every JFD account in the
13 territory. Jim Wessels, Arlington Electronics in Arling-
14 ton, Virginia. He was a JFD account. But he bought
15 across-the-board. He bought broad band antennas,
16 conicals, V's, the whole bit.

17 Q I am asking you to name a specific customer who
18 tried to buy just an antenna from JFD and JFD refused to
19 sell him.

20 A Just a single line of antennas or just a single
21 antenna?

22 Q Start with a single line.

23 A Offhand I can't name him.

24 Q How about the single antenna?

25 A You mean a customer who was refused the sale of

1

2 a single antenna; I can't specifically name it.

3

Q Do you know if there is anyone in Blonder-
4 Tongue that could name customers of this type who were
5 refused sales by JFD?

6

A Possibly Dick Helhoski, possibly Jerry Balash
7 before he left Blonder-Tongue.

8

Q Do you remember when John Linneman was hired
9 by Blonder-Tongue?

10

A Yes.

11

Q When did you first learn that John Linneman
12 was hired by Blonder-Tongue?

13

A In the early part of May, 1966.

14

Q Was that before Mr. Linneman reported to work?

15

A I believe so.

16

Q Were you consulted about hiring Mr. Linneman?

17

A No, I was Eastern Regional Sales Manager at
18 that time.

19

MR. BERLINER: No further questions.

20

EXAMINATION BY

21

MR. RINES:

22

Q Where did you get the information on the basis
23 of which you expressed your belief, Mr. Cohn, as to the
24 JFD sales policy? Was it out of your own head?

25

A No.

1
2
3
4
5
6
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25

Q How did you glean that information?

A I would say through personal contacts with customers in the field.

MR. RINES: No further questions.

Subscribed and sworn to
before me this ____ day
of _____ 1967.

1
2
3
4
5
6
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25

CERTIFICATE

State of New York)
)ss
County of New York)

I, Isaac H. Shapiro, a Notary Public duly
commissioned and qualified in and for the County of
Kings, State of New York, do hereby certify that
pursuant to adjournment, there came before me the
following person, to wit, JEROME I. COHN, who was
by me duly sworn to testify to the truth and nothing
but the truth of his knowledge touching and con-
cerning the matters in controversy in this cause;
that he was thereupon carefully examined upon the
interrogatories submitted and his examination
reduced to writing under my supervision; that the
deposition is a true transcript of the record of
the testimony given by the witness.

I further certify that I am neither
attorney nor counsel for, nor related to or em-
ployed by any of the parties to the action in
which this deposition has been taken, and further
that I am not a relative or employee of any
attorney or counsel employed by the parties hereto,
or financially interested in the action.

IN WITNESS WHEREOF, I have hereunto set

1
2
3
4
5
6
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25

my hand and affixed my notarial seal this 2nd day of
March, 1967.

Isaac H. Shapiro
Notary Public
State of New York
No. 24-3613000
Commission expires
March 30, 1967.