

# Press Release

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## **Judge Shirley Strickland Saffold Files \$50 Million Law Suit Against The Plain Dealer and Advance Internet For Disclosing Private Information.**

On April 7, 2010 at 3:30 p.m., Cuyahoga Court of Common Pleas Judge Shirley Strickland Saffold and her daughter, Sydney Saffold, filed a complaint seeking \$25 million in damages and another \$25 million punitive damages against The Cleveland Plain Dealer, its parent company Advance Publications, Inc., and the various entities responsible for Cleveland.com. The Complaint alleges claims that the Plain Dealer, its editor Susan Goldberg, and unknown reporters conspired with the entities that controlled the confidential registration information, including Cleveland Live LLC, Advance Internet Inc., and Advance Publications, Inc. to release information that was promised to be anonymous. The Privacy Statement on Cleveland.com provides that “personally identifying information is protected” and contains promises to “protect your privacy.” A copy of the complaint will be available for review at [calltherightattorney.com](http://calltherightattorney.com).

Although Judge Saffold has been defending herself from attacks from the Plain Dealer since she began serving on the Cuyahoga County Court of Common Pleas bench in 1995, she has never taken legal action against it, and certainly not of this magnitude. What has changed? “Several things make this situation different,” said her personally retained attorney, Brian Spitz of The Spitz Law Firm, LLC and [calltherightattorney.com](http://calltherightattorney.com). “First and foremost, the Plain Dealer and the Cleveland.com related companies dragged Sydney into this. Judge Saffold has shown restraint in the past because she is a judge, but she is also a mother and will always see that as the most significant part of her life.”

In her only comments on this matter, Judge Saffold said, “I’m very disappointed that Sydney became publically involved after the Plain Dealer and Cleveland.com broke their promise not to disclose our personal information.” Judge Saffold directed all further comments to Spitz, who has been on the forefront of claims regarding internet privacy – including several cases against blogger and b-list celebrity Perez Hilton, whose real name is Mario Lavandeira.

According to Spitz, the previous ongoing friction between the Plain Dealer and Judge Saffold is different from the current issues from the legal standpoint as well. The focus of the claims in the Complaint, said Spitz, is on the contractual promises in the Privacy Statement, which expressly provides in the first paragraph that the website will “protect your privacy.” The Privacy Policy also expressly provides that “personally identifying information is protected.” In an April 3, 2010 article written by Ted Diadiun, The Plain Dealer admitted that “lawmiss ... clearly posted her remarks in the belief that they were, and would remain, anonymous.”

Spitz agrees, “there should be no dispute that all users posted remarks reasonably relying that their comments were anonymous.”

Noting irony in the fact that the Plain Dealer repeatedly referred to the lawmiss comments as “anonymous” while doing everything they could to breach the promised anonymity, Spitz said that, “once they make promises like that, they can’t just break them. While invasion of privacy and false light claims are extremely difficult to prosecute, especially when public figures or officials are involved, the claims that we are primarily pursuing on behalf of Judge Saffold and Sydney are based on the contractual promises contained in the Privacy Statement. They made promises that they knew its users would rely on, but never intended to keep those promises.”

According to Spitz, the User Agreement and Privacy Statement forms a contract between the website providers and the users, and is enforceable just like any other contract. The Plain Dealer and Advance are given information that they use to their benefit for advertising purposes and in exchange they promise to keep that information anonymous, says Spitz. “When Judge Saffold and Sydney jointly signed up for a user account, they provided information that they were expressly told would be kept private and they relied on that. The Defendants, for personal vendetta reasons, did not keep their promise and thus, breached the contract.”

The Plain Dealer has not disputed that the initial release of the confidential information on March 22, 2010, which triggered the breach according to Spitz, was for a personal vendetta.

According to various reports in the Plain Dealer and on Cleveland.com, on March 22, 2010, an unnamed online editor chose to access that information because he or she did not like the comment by an anonymous poster. In an April 3, 2010 article written by Diadiun, the Plain Dealer admitted that an unnamed “online editor encountered a disparaging remark about a relative of a Plain Dealer reporter, and went looking to see where it came from.” In that article, the Plain Dealer acknowledged that the “lawmiss comments about our reporter’s relative were clearly not in the public interest.”

After breaching the promise to “protect your privacy,” the Plain Dealer attempted to make this an ethical issue and focus on the general limited expectations of privacy for public officials. On March 26, 2010 at 12:27 p.m., the Plain Dealer, by and through a post made by Connie Shultz, stated “public officials should have no expectation of privacy when it comes to posting their opinions, anonymous or otherwise, in an online forum.”

In response to this statement, Spitz explained, “this shows the fraud that was perpetrated. When it is good for them, they promise in writing that all users’ registration information would be protected and kept private. The contract does not say ‘unless you are a public official.’ They want everyone to feel comfortable and safe giving over personal information for them to use. And then, without warning, they just want those promises not to apply to public officials. That’s not the way the law works.” Spitz further wondered if this meant that the Plain Dealer would be willing to further justify breaking this promise if they wanted to run a story about a local public high school teacher, fire fighter or a secretary at a suburban town hall. “Everyone has to wonder who is guarding the hen house.”

By publication of a March 26, 2010 article by James F. McCarty, the Plain Dealer acknowledged that the “investigation represents a departure from the newspaper’s general practice of allowing commenters on Cleveland.com to remain anonymous.”

According to a March 26, 2010 post on Cleveland.com, John Hassell, Vice President of Content at Advance Internet, said company officials are taking steps to block reporters and editors from seeing e-mail addresses in the future.

“Too late,” says Spitz. “While I appreciate the recognition of wrongdoing, this should have been done long ago.”

Sydney Saffold became involved when the Plain Dealer released a family American On Line email address that was created by her father, Oscar Saffold, and which she still shares with her mother since her parents’ divorce. As part of her application process to various law schools,

Sydney used the family AOL account to submit materials to various schools. That family email address, which contains Oscar's initial, was used to create a joint user account on Cleveland.com by Shirley and Sydney Saffold under the screen name lawmiss. While the Plain Dealer had been informed that the family email address was created by Oscar Saffold and contained his initial, it has and continues to report that the email address was strictly Judge Saffold's "personal" email address.

To date, the Plain Dealer has declined to explain its choice to selectively exclude this information from its coverage. "The Plain Dealer's ongoing refusal to report that the AOL address was created by Oscar and that his initial is in the email address is not surprising because the Plain Dealer continues to misstate that the email address was used to make the lawmiss postings." Spitz added that the AOL email address did not contain any reference by initials or otherwise to Shirley or Sydney Saffold.

As recently today, the Plain Dealer stated in an anonymous editorial that there were "[c]omments posted on Cleveland.com from an e-mail address that Saffold is known to use."

In response, Spitz said, "it is certainly ironic that the Plain Dealer is now making comments that it wants to keep anonymous, but the Plain Dealer is certainly aware that comments cannot be submitted by email and must be posted through the online submission form." According to the Complaint, the selective omission of the fact that Oscar Saffold's initial is part of the AOL email address, and the ongoing misstatements that the email address was used to make the posts were attempts by the defendants to disparage Judge Saffold.

Spitz further declined to get too far into the journalistic ethical issues. "As far back as 1784, Thomas Jefferson wrote anonymous letters published in various newspapers. John Adams, Ben Franklin, both repeatedly had anonymous letters published in newspapers. Anonymous publications have always been a strong foundation for the open exchange of ideas in the United States. I don't think any ethical issues have changed since then."

Nonetheless, Spitz says that the ethical issues are not the point. "Regardless of any journalistic ethical issues or obligations that they think they might have, there was a contract and they breached it. In fact, they never intended to live up to those promises, and that's fraud."

Sydney, who briefly attended law school and is currently reapplying, often spent time observing open judicial proceedings and discussing those proceedings with parties, attorneys and observers to gain a better perspective for the legal field. Based on her observations or discussions with parties, attorneys and observers, Sydney posted some comments on Cleveland.com believing that those comments were anonymous.

Spitz also discounts that this case will be any different because a judge is involved. "I have had the pleasure of working with and representing the Honorable former Northern District Court Judge Thomas Lambros. Robert Shea, of my firm, is running for the open seat on the Eighth District Court of Appeals. I have found that judges are people too and should have the same rights to a fair trial. We expect nothing more or less."

Advance Internet, a creator of local news and information web sites, has affiliations and the same online policies in place with The Birmingham News, The Huntsville Times and the Press-Register, The Express-Times, The Republican, Advance Newspapers, Booth Michigan, The Ann Arbor News, The Bay City Times, The Flint Journal, The Grand Rapids Press, Jackson Citizen Patriot, Kalamazoo Gazette, Michigan Business Review, Muskegon Chronicle, The Saginaw News, The Star-Ledger, The Times, The Jersey Journal, The Express-Times, Gloucester County Times, The News of Cumberland County, Today's Sunbeam, Hunterdon County Democrat, The Warren Reporter, The Reporter (Somerset), Independent Press, Suburban News, Cranford Chronicle, The Times-Picayune, The Oregonian, Hillsboro Argus, The Patriot News, Staten Island Advance, and The Post-Standard.

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