

SUPREME COURT OF THE STATE OF NEW YORK
COUNTY OF NEW YORK

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MILO YIANNOPOULOS,	:	Index No. 654668/2017
	:	Motion Sequence: 003
Plaintiff,	:	
	:	Honorable Barry R. Ostrager
- against -	:	Part 61
	:	
SIMON & SCHUSTER, INC.,	:	AFFIDAVIT OF MITCHELL
	:	IVERS IN OPPOSITION TO
Defendant.	:	PLAINTIFF’S MOTION FOR
	:	SUMMARY JUDGMENT
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STATE OF NEW YORK)
) ss.:
COUNTY OF NEW YORK)

MITCHELL IVERS, being duly sworn, deposes and says as follows:

1. I am the Vice President, Editorial Director for Threshold Editions, which is an imprint of Simon & Schuster, Inc. (“Simon & Schuster”). Threshold Editions specializes in publishing conservative non-fiction. Its bestselling authors include Glenn Beck, Mark R. Levin, Rush Limbaugh, Dick Cheney, Karl Rove and President Trump.
2. I submit this Affidavit in Opposition to Plaintiff’s Motion for Summary Judgment filed by Plaintiff Milo Yiannopoulos (“Mr. Yiannopoulos”).
3. I have personal knowledge of the facts stated herein, except where noted, in which case I also describe how I gained my knowledge.
4. I have worked in book publishing for over 30 years and have substantial experience as an editor. I have worked in my present role at Simon & Schuster since 1997, beginning as a Senior Editor and ultimately being promoted to my current role. I have edited hundreds of books, including 105 New York Times bestsellers and many books on controversial topics.

5. In my capacity as Editorial Director at Threshold Editions, I was involved in the decision to acquire Mr. Yiannopoulos' proposed work. I was the principal editor who interacted with him in connection with the negotiation of the financial terms of his agreement with Threshold, as well as the manuscript he produced pursuant to the publishing agreement dated December 13, 2016 and fully executed on January 18, 2017 (the "Agreement").

6. After reviewing a proposal submitted to Simon & Schuster by Mr. Yiannopoulos' agent, Thomas Flannery, and participating in what was represented to be an "auction," on November 30, 2016, Mr. Yiannopoulos and Simon & Schuster agreed in principle to its acquisition and publication of Mr. Yiannopoulos' work. Mr. Yiannopoulos was a well-known provocateur and writer at Breitbart News who had become an outspoken critic of "political correctness." The proposed book was to be a serious work addressing political correctness and related free speech issues that had embroiled our culture, particularly on college campuses.

7. In December 2016, the Agreement was negotiated. Simon & Schuster's Contracts department representatives took the lead on the negotiations, in consultation with me. Mr. Yiannopoulos was represented by Mr. Flannery, an experienced agent from the well-established AGI Vigliano Literary Agency, as well as legal counsel.

8. The parties entered into the Agreement intending to publish the work on an expedited basis, which is called a "crash" schedule in the publishing industry. The Agreement required that the manuscript be delivered soon after the parties reached an agreement; it would be published within a mere few months, as opposed to the normal publishing cycle that may extend for one or more years. Thus, the work was due to be delivered to us on December 31, 2016.

9. On January 2, 2017, Mr. Yiannopoulos sent me an e-mail, attaching a first draft of the manuscript for “Dangerous.” In the e-mail, Mr. Yiannopoulos characterized the first draft as “the manuscript as it currently stands.” A true and correct copy of Mr. Yiannopoulos’s January 2, 2017 e-mail is attached hereto as **Exhibit A**.

10. The submitted draft was a complete first draft of his proposed work. There was no question in my mind that it was intended to commence the editorial process envisioned by Paragraph 13 of the Publishing Agreement. To that end, I spent significant time over the next two weeks reviewing the draft manuscript and beginning to edit and identify my serious concerns with the work. As was evident from my mark-up of the draft (as described below), I was disappointed with the work. It was not the serious and substantial commentary on free speech and political correctness that we expected and discussed. Instead, it was a superficial reworking of Mr. Yiannopoulos’ various speeches where he fed one-liners to crowds and made incendiary comments. Most troubling, it was riddled with highly offensive commentary and “jokes” that were distractions and many would see as racist, misogynist, anti-immigrant, anti-Semitic, or homophobic. Others at Simon & Schuster also read this draft and concurred with my views.

11. On January 13, 2017, I sent Mr. Yiannopoulos my first set of detailed comments, objections, and requests for revision by sending him an e-mail attaching a draft of the manuscript, in Microsoft Word format, that I marked up in “Track Changes.” Virtually every page had proposed revisions and editorial comments (often in “comment bubbles”); in many instances, I proposed deleting or substantially re-working entire chapters or significant portions of chapters. A true and correct copy of my January 13, 2017 e-mail, including the marked-up manuscript containing my editorial comments, objections, and requests for revisions, changes or supplements, is attached hereto as **Exhibit B**.

12. On the same day, I had a long conversation with Mr. Yiannopoulos and his agent during which I explained my serious concerns with the draft and the revisions that would need to be made to the manuscript. I followed that conversation with an email that I sent on January 14, 2017 (the “January 14 Email”). This email reiterated my serious concerns, including seven key substantive changes that would need to be made in a revised draft. A true and correct copy of my January 14, 2017 E-mail is attached hereto as **Exhibit C**. As was evident from my extensive changes and comments on the draft manuscript, and expressly made clear in my January 14 Email where I reserved the right to further review the work and discuss acceptability, Mr. Yiannopoulos’ first draft was not acceptable to Simon & Schuster.

13. About a month later, on February 14, 2017, Mr. Yiannopoulos sent me an e-mail in which he attached a second draft of the manuscript (the “February 14 Email”). In the February 14 Email, Mr. Yiannopoulos indicated that this draft was about 80,000 words. A true and correct copy of Mr. Yiannopoulos’s February 14, 2017 e-mail, including the second draft manuscript, is attached hereto as **Exhibit D**.

14. In his February 14 E-mail, Mr. Yiannopoulos disagreed with certain revisions I requested, including my request that he fully explain his infamous attack on the actress Leslie Jones, that ultimately led to his being banned from Twitter. Yiannopoulos wrote: “My response to my critics isn’t: “Oh no, let me explain!” It is: FUCK YOU!” *Id.*

15. I promptly read the revised draft after I received it. While Plaintiff had attempted to address a number of my proposed comments and edits, it remained a superficial and non-substantive work. Of particular concern were his failures to adequately rethink and revise the chapters regarding contemporary gay men and feminists. In addition, he left in many of the incendiary remarks which he believed were funny. I had specifically asked that those comments

be removed, and Mr. Yiannopoulos initially agreed to the removal. Now, however, he insisted on reinstating them, despite my repeated urging that he not reinstate them. These comments gave the manuscript an overall tone of superciliousness. Because of that tone and, more important, because of the lack of substance in these two most important chapters, I believed that the second draft was not editorially satisfactory. Nor did it seem to me that further revisions would yield any deeper insights.

16. I was not the only or final person to reach that conclusion. Multiple Simon & Schuster employees reviewed Mr. Yiannopoulos's second draft, including Carolyn Reidy, Simon & Schuster's President and Chief Executive Officer. After reviewing the second draft, my colleagues and I concluded that many of our editorial concerns remained. In particular, we were concerned with the incendiary speech that remained peppered throughout the work.

17. Compounding these serious concerns, it was now evident that we would be unable to market "Dangerous" in the manner we and the Publishing Agreement envisioned. For an author like Mr. Yiannopoulos, it is critical that he personally market the work with public appearances. That is why we included an obligation to promote the work in the Publishing Agreement. However, after signing the book, Mr. Yiannopoulos made a number of public appearances, which resulted in significant violence. It was evident that a book tour was no longer possible or advisable.

18. In addition, I understood from others at Simon & Schuster that some booksellers wanted to see and review the work before agreeing to sell it.

19. After reviewing the second draft of the manuscript, for these and multiple other reasons, we collectively were of the firm view that the manuscript was unsatisfactory and

unacceptable for Simon & Schuster to publish. We agreed that we needed to terminate the Publishing Agreement.

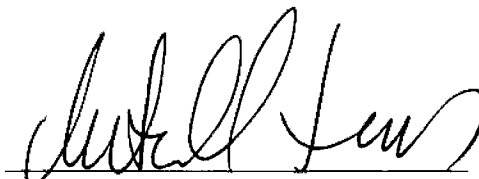
20. Before any action was taken to notify Mr. Yiannopoulos of our decision or to formalize it, the news broke concerning the video interviews of Mr. Yiannopoulos where he appeared to be condoning pedophilia. These interviews were of particular concern to my colleagues and me given that the draft manuscript flippantly addressed sexual abuse.

21. In short order, Mr. Yiannopoulos was disinvited from speaking at the Conservative Political Action Conference (“CPAC”) (scheduled from February 22, 2017 to February 25, 2017) and was let go from Breitbart News (he later said he “resigned”). In addition to the reasons noted above, the news of Mr. Yiannopoulos’ comments regarding pedophilia further influenced us our decision to provide Mr. Yiannopoulos with notice that we were terminating the Agreement.

22. On February 20, 2017, I called Mr. Flannery and informed him that Simon & Schuster was terminating the Agreement since we concluded that the second, revised draft manuscript was still unacceptable for Simon & Schuster to publish. On February 22, 2017, our

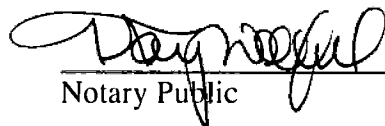
Contracts Department followed this call with a letter confirming the termination.

Dated: New York, New York
December 20, 2017



Mitchell Ivers

Subscribed and sworn to before me
this 20th day of December 2017



Notary Public

TRACY WOELFEL
NOTARY PUBLIC-STATE OF NEW YORK
No. 01WO6204420
Qualified in New York County
My Commission Expires 04-20-2021