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TO: Ms. Joanne Denison
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DATE: June 1, 2012

IN RE: Estate of Mary Sykes
No. 09 P 4585

JUDGE: Jane L. Stuart
COURTROOM: 1804 Richard J. Daley Center
DATE OF HEARING: April 13, 2012

TOTAL AMOUNT DUE: Pages 152 @ 3.15 = 478.80 - 400 deposit = \$ 78.80

RECEIVED BY: _____ DATE: _____

Thank you very much ! ! !

PAID
JUN 07 2012

1 STATE OF ILLINOIS)
) SS.
2 COUNTY OF C O O K)

3 IN THE CIRCUIT COURT OF COOK COUNTY, ILLINOIS
4 COUNTY DEPARTMENT - PROBATE DIVISION

5 IN THE MATTER OF THE ESTATE)
)
6 of) No. 09 P 4585
)
7 MARY SYKES,)
)
8 A Disabled Person.)

9
10 **BE IT REMEMBERED**, that the above-entitled
11 cause, came on for a hearing, before the Honorable
12 JANE L. STUART, Judge of said Court, on the 13th day
13 of April, 2012, at the Richard J. Daley Center,
14 Room 1804, Chicago, Illinois.

15
16 PRESENT:

17 MR. PETER J. SCHMIEDEL,
18 Appeared on behalf of the Guardian of
the Person, Carolyn Thorpe;

19 MR. ADAM M. STERN,
20 Guardian Ad Litem.

21 MS. CYNTHIA R. FARENGA,
Guardian Ad Litem.

22 MS. GLORIA JEAN SYKES,
23 Appeared pro se.

24 Paula A. Vering, CSR, RPR, Official Court Reporter
License No. 084-003159

1 THE COURT: Sykes.

2 Good afternoon all.

3 May I have the attorneys and any other party
4 who wants to appear before the Court.

5 Did you want to come up?

6 MS. SYKES: I am just here for
7 the protective order petition that was transferred
8 here, Your Honor.

9 THE COURT: All right.

10 MR. SCHMIEDEL: Judge, Peter Schmiedel,
11 S-c-h-m-i-e-d-e-l, on behalf of Carolyn Thorpe,
12 who is present, the guardian of the person
13 in the estate of her mother, Mary Sykes.

14 MR. STERN: Adam Stern, S-t-e-r-n, one of
15 the guardians ad litem.

16 MS. FARENGA: Good afternoon, Your Honor.

17 Cynthia Farenga, F-a-r-e-n-g-a, also
18 guardian ad litem for Mary Sykes.

19 THE COURT: I see that before me is
20 an amended second current accounting.

21 MR. SCHMIEDEL: No, that's not for today,
22 Judge.

23 THE COURT: It is not for today?
24

1 MR. SCHMIEDEL: No. Today is the hearing
2 on the motion.

3 THE COURT: That's what I thought.

4 MR. SCHMIEDEL: That's continued to May.

5 THE COURT: Until May?

6 MR. SCHMIEDEL: Until May.

7 THE COURT: All right. That sounds
8 reasonable.

9 MR. SCHMIEDEL: So we are ready to proceed.

10 THE COURT: Let me inquire.

11 Ms. Sykes seems to feel back there,
12 who doesn't want to come forth, that there is some
13 other proceeding that is here.

14 MR. SCHMIEDEL: She filed an order of
15 protection against my client. That was heard at
16 West Harrison. That apparently was --

17 THE COURT: 555?

18 MR. SCHMIEDEL: 555, thank you.

19 It was apparently sent to you, for you.
20 I don't know if you got the file yet, but we are not
21 going to proceed on that today, Judge.

22 We are going to proceed on the motion to set
23 aside the apportionment agreement.

24

1 THE COURT: Was there any -- I don't have
2 anything.

3 MR. SCHMIEDEL: Yes, I don't think it was
4 docketed. It was set for status is my understanding,
5 not for hearing. We can deal with that afterwards.

6 MS. SYKES: Correction, Your Honor.

7 It was set for hearing. The Judge ordered
8 that I be here in order to be heard. Otherwise,
9 it would be dismissed. And the attorney that was
10 representing Mr. Thorpe and Mrs. Thorpe is not here
11 in court.

12 The judge in the domestic relations court
13 was very clear to me because I said I had to work
14 today, and he said I had to change my schedule to be
15 here for this to be heard.

16 THE COURT: The problem you have, ma'am,
17 is that this date was previously set by this Court
18 for particular activities to take place and I believe
19 certain witnesses were to be called.

20 MR. SCHMIEDEL: Certainly witnesses are
21 here.

22 MS. SYKES: Mrs. Thorpe is the one --

23 THE COURT: Stop, ma'am.

24 Did you find anything?

1 THE CLERK: No.

2 THE COURT: All right. Do you have --

3 MS. SYKES: I sent you copies, Your Honor.

4 THE COURT: Stop it, ma'am, stop. That is
5 not the official document.

6 What I want you to do is go on the computer;
7 do we have the case number?

8 MR. SCHMIEDEL: I don't.

9 MS. SYKES: I have it, Your Honor.

10 MR. SCHMIEDEL: It appears, Judge, 12 OP --

11 THE COURT: Wait, wait. He is not ready
12 yet.

13 12 OP?

14 MR. SCHMIEDEL: 12 OP 71754.

15 THE CLERK: 71 --

16 THE COURT: 754.

17 No data on file?

18 THE CLERK: Oh.

19 MR. SCHMIEDEL: Judge, I have a copy of
20 the order here. If you look at it, it says a status
21 hearing was set for today.

22 THE COURT: Oh, let me see. This is a copy.

23 This is a copy of the order that was entered
24 by one of the judges over at the domestic relations

1 division. It says this is set for this petition for
2 order of protection case. There is no OP.

3 MR. SCHMIEDEL: No.

4 THE COURT: No order of protection entered.
5 No finding, in other words, on the petition.

6 MR. SCHMIEDEL: Right.

7 THE COURT: A status hearing for
8 the petition for order of protection is set for
9 this time today, and it says status hearing.

10 MR. SCHMIEDEL: Yes.

11 THE COURT: That's all that it is here for.

12 I do not have -- I don't believe I have...

13 MR. STERN: That order was entered on
14 April 9th. I don't know how long it takes to
15 transfer files between divisions.

16 THE COURT: Why don't you go in under
17 this case number -- I hate to do this, but
18 if something is on my docket then it should be
19 examined -- 09 P 4585, go to the last page. This was
20 over there, according to this copy, on April 9th.
21 So it will be anytime after April 9th, 2012.

22 Let me see page 147.

23 THE CLERK: This is the last page, Judge.

24

1 THE COURT: The last page in this case is
2 obviously March 30, when we set up other dates,
3 a date in May, et cetera.

4 So I truly don't know what to do about this.

5 I will note for the record -- Ms. Sykes,
6 since you are back there and don't want to come
7 forth -- I will note for the record that you are here
8 and that you preserve any rights that you might have
9 had to end the petition for the OP or order of
10 protection. And without more, I don't know that
11 I can do more.

12 MR. SCHMIEDEL: No.

13 MS. SYKES: Your Honor --

14 THE COURT: So you will know, ma'am,
15 no other judge has a right to determine what
16 this Court is going to hear on this date, which is
17 why that judge set it for status.

18 So you are here. I am glad you are here,
19 but we also had set this date previous I think some
20 months ago --

21 MR. SCHMIEDEL: Yes.

22 THE COURT: -- for various matters to be
23 considered by the Court.

24 MS. SYKES: Yes, but, Your Honor --

1 THE COURT: We will continue this to another
2 date.

3 MS. SYKES: Your Honor, Section 755 ILCS
4 5/11(a)10.1 clearly says in the domestic violence
5 order of protection, it says here:

6 "The Court shall appoint a temporary
7 substitute guardian if the appointed guardian
8 is named as a respondent in a petition for
9 an order of protection under the Illinois
10 Domestic Violence Act of 1986."

11 Now, this is the second time Ms. Carolyn
12 Thorpe, Mrs. Carolyn Thorpe, is a named respondent.
13 The first time is when Mary G. Sykes filed an order,
14 and it didn't make the docket to show up on
15 October 26th.

16 And, again, it is very clear here in
17 a mandate that the Court shall appoint a temporary
18 substitute guardian if the appointed guardian is
19 named as a respondent in a petition for an order of
20 protection under the Illinois Domestic Violence Act.

21 THE COURT: Do I have a copy of
22 the petition?

23 MR. SCHMIEDEL: Judge, first of all
24 the petition isn't filed on behalf of Mary Sykes.

1 It is filed on behalf of Gloria Sykes.

2 MS. SYKES: Not the 2009, Mr. Schmiedel.

3 MR. SCHMIEDEL: We already dealt with
4 the 2009.

5 MS. SYKES: No, they have not been dealt
6 with.

7 THE COURT: Excuse me.

8 MS. SYKES: It's never been dealt with.

9 THE COURT: Excuse me, excuse me.

10 For consideration of the court reporter,
11 who wants to make sure that we have a good record,
12 I told you before two people cannot talk at the same
13 time.

14 I am looking at what was filed on
15 April 13th, and it says:

16 "Mary G. Sykes, by an interested party,
17 Daughter Gloria Jean Sykes" --

18 MS. SYKES: What?

19 THE COURT: Yes, that is what it says
20 in the first line, that: "Mary G. Sykes,
21 by an interested party," and "interested party" is
22 in quotation marks.

23 MS. SYKES: Well, that's what's filed today.

24

1 THE COURT: No, April 12th -- pardon me --
2 April 13th, 2012, by Daughter Gloria Jean Sykes.

3 MS. SYKES: That was filed today.

4 THE COURT: No, it was filed -- Oh, today,
5 you are right, you are right.

6 MR. SCHMIEDEL: Yes, today is the 13th.

7 THE COURT: This was filed today.

8 MS. SYKES: I am an interested party.

9 THE COURT: But you don't have the authority
10 to bring anything in the name of Mary G. Sykes.

11 MS. SYKES: I am an interested party.

12 THE COURT: No, ma'am, there is no such --
13 there is no such standing.

14 MS. SYKES: Then --

15 THE COURT: And no such position in
16 this matter or in any matter.

17 MS. SYKES: Okay. Then I will cross out
18 Mary Sykes, initial it, and then just put "interested
19 party, Daughter Gloria Jean Sykes," and I will go
20 downstairs and refile with new initials; okay?

21 THE COURT: It is not going to change
22 anything, I don't believe.

23 Are you aware of any law to support that?

24 MR. SCHMIEDEL: No, Judge.

1 THE COURT: People just can't come in and
2 say, Judge, I want to talk about this.

3 MS. SYKES: Your Honor --

4 THE COURT: And I want to have certain
5 things happen in someone else's case.

6 MS. SYKES: The Illinois --

7 THE COURT: Excuse me, ma'am.

8 The ward of the Court was adjudicated
9 several years ago and a guardian was filed. There
10 have been -- and I will...

11 Let me acknowledge, take a moment to
12 acknowledge, that there was a multi-page document
13 that I hold in my hand. I don't know how many pages
14 this is. That came in about 11:30 this morning.

15 I did not get off the bench until 1:00.
16 So I did not have an opportunity to review it.

17 I do have something that was also faxed
18 over, and it is to ARDC and the Judicial Inquiry
19 Board. Neither one is here, and I don't have
20 the authority to take anything in for them.

21 MS. SYKES: Your Honor, that was faxed to
22 you --

23 THE COURT: Faxing it to me...

24

1 But you see, faxing it to me is not faxing
2 it where it belongs. If you want the ARDC and
3 the Judicial Inquiry Board to look at something,
4 then you should send it to them.

5 MS. SYKES: Your Honor --

6 THE COURT: Excuse me.

7 MS. SYKES: -- directly to you.

8 THE COURT: Excuse me, ma'am.

9 MR. SCHMIEDEL: We are ready to proceed.

10 THE COURT: All right. What did we set this
11 down for?

12 Do you have the order that set this matter
13 for hearing today?

14 MR. SCHMIEDEL: We do.

15 Judge, it is set for hearing on a motion to
16 set aside the apportionment agreement. I have two
17 witnesses to start off with, one is an attorney and
18 one is Dr. Shaw.

19 THE COURT: All right. Was Dr. Shaw to be
20 produced for other reasons as well today?

21 MR. SCHMIEDEL: No.

22 THE COURT: That is another date.

23 MR. SCHMIEDEL: No, this is the date --
24 This is the date that he was to be produced for

1 the hearing on the motion to set aside
2 the apportionment agreement.

3 THE COURT: Was he not also be to produced
4 at some point for --

5 MS. SYKES: Uh-huh.

6 THE COURT: -- Ms. Sykes to have her cross-
7 examination?

8 MR. SCHMIEDEL: She can cross-examine him,
9 Judge. I am going to put him on again.

10 MS. SYKES: Your Honor, that was --

11 MS. SCHMIEDEL: I am going to put him on
12 again. She can cross-examine him.

13 THE COURT: Stop, ma'am.

14 MS. SYKES: The --

15 THE COURT: Stop, ma'am. There is nothing
16 for you to respond to until he stops talking.

17 MR. SCHMIEDEL: If I could remind the Court
18 of where we were procedurally.

19 THE COURT: Yes, please.

20 MR. SCHMIEDEL: In March of last year,
21 you wanted to know in terms of freezing the account.

22 THE COURT: Right.

23 MR. SCHMIEDEL: You wanted to know if there
24 was some evidence that Mary lacked capacity to enter

1 into the apportionment agreement.

2 THE COURT: Exactly, exactly.

3 MR. SCHMIEDEL: So we put Dr. Shaw on.

4 Ms. Sykes had an opportunity to cross-examine him.

5 That issue seems to me has gone by the wayside

6 because you froze the accounts.

7 We then moved procedurally to producing

8 Dr. Shaw in order for us to be able to go forward on

9 our petition to set aside the apportionment

10 agreement.

11 It is going to be exactly the same kind of

12 testimony that we had before, to the exact same

13 issue. It is going to be very much somewhat

14 repetitive of what happened before, but she will have

15 every opportunity after I put him on direct to

16 cross-examine him. And she has been on notice then

17 for how many -- for months now about her ability

18 to be able to cross-examine Dr. Shaw.

19 MS. SYKES: Your Honor, No. 1 is --

20 THE COURT: Let me see the record.

21 MS. SYKES: Excuse me, Your Honor.

22 THE COURT: Stop, stop please. Just stop.

23 MS. SYKES: I don't know anything about this

24 other witness list.

1 THE COURT: Stop please. Stop please,
2 ma'am. (Examining document.)

3 This is not the one.

4 MS. FARENGA: That's --

5 MS. SYKES: That's not the court order.

6 THE COURT: This is not the one because --

7 MS. SYKES: Your Honor --

8 THE COURT: Just stop talking.

9 MS. FARENGA: This is the last one,
10 but the one for Dr. Shaw was set before that.

11 MR. SCHMIEDEL: We had an order that I had
12 to disclose witnesses.

13 MS. SYKES: And you didn't.

14 MR. SCHMIEDEL: Yes, I did.

15 MS. SYKES: No, you didn't.

16 MR. SCHMIEDEL: I disclosed witnesses.
17 You asked me to mail.

18 MS. SYKES: You never disclosed this other
19 person, sir, No. 1.

20 No. 2, Your Honor, Carolyn Thorpe has seized
21 all my evidence, and there is an obstruction of
22 justice that they intentionally have seized all
23 my evidence, all my legal documents. Not just for
24 this court, but also for all the federal courts,

1 okay?

2 And No. 2 is I don't know anything about
3 any attorney.

4 And No. 3 is, I had never received any kind
5 of information on Dr. Shaw as to what he is going to
6 be testifying to.

7 I may be a pro se litigant, and I had never
8 been served with this and neither has
9 Jean Moskowitz, who was the attorney, neither has --

10 THE COURT: I don't know who Jean Moskowitz
11 is because you have no attorney of record, one.

12 MS. SYKES: She is my attorney of record.
13 She is part of the appropriation deal. So is
14 Kevin Salam, so is Legal Aid Foundation.

15 THE COURT: Did you ask him to come
16 so they can testify?

17 MS. SYKES: No one has been served summons.

18 THE COURT: They don't need them.

19 MS. SYKES: I don't have to serve summons?

20 THE COURT: It is their case. No, no,
21 ma'am.

22 MS. SYKES: You don't have to serve me when
23 you are trying to prosecute me?

24 THE COURT: I am not prosecuting you.

1 MS. SYKES: You sure are. You are vacating
2 a 2008 order.

3 THE COURT: No, I am not. That has always
4 been your problem, understanding that it is not.

5 MS. SYKES: We are not going to vacate it;
6 then what are we here for?

7 THE COURT: What is going on, this is
8 a question of the capacity.

9 MR. SCHMIEDEL: February 22nd.

10 MS. SYKES: He can't --

11 THE COURT: Excuse me, ma'am.

12 On February 22nd this order was entered.
13 I am told this relates to this.

14 "This cause coming on to establish
15 regarding Dr. Shaw's availability to
16 testify in this matter. Be present,
17 Gloria J. Sykes, Peter Schmiedel for
18 the Guardian, GAL Cynthia Farenga and
19 Adam Stern.

20 "Mr. Schmiedel reporting that Dr. Shaw
21 has not yet responded of his availability."

22 As I remember, I asked that this --
23 that Dr. Shaw be recalled so that Ms. Sykes would
24 have an opportunity to cross-examine him with

1 warning, and I believe I did that back as far as
2 February as to this matter --

3 MS. FARENGA: That's right, Your Honor.

4 THE COURT: -- be continued so that can be
5 arranged.

6 And it was ordered on February -- before
7 February, this order is from February 22nd.

8 This matter is continued to April 13th,
9 today, for Dr. Shaw's testimony and cross-exam by
10 Gloria Sykes.

11 And then it goes on:

12 Two, this matter is continued to April 13
13 at 2:00 o'clock on a petition to set aside
14 apportionment agreement.

15 Three, the parties shall exchange a written
16 list of the names of witnesses and copies of any
17 documents relied on and/or produced by the parties
18 and their witnesses in open court on March 30, 2012,
19 at 10:00 a.m.

20 Now, was that done?

21 MS. SCHMIEDEL: She wasn't here, Judge.

22 And if you recall --

23 MS. SYKES: Yes, I wasn't here.

24

1 MR. SCHMIEDEL: -- what you directed me to
2 do was to mail her to her last-known address and
3 I sent the -- and I have the original certificate
4 which contains a copy of the First Class Mail.
5 (Tendering document.)

6 That indicates that on April 3rd, that
7 the disclosure and the witness list and the documents
8 and the document package was sent to Ms. Sykes at
9 6016 North Avenue.

10 MS. SYKES: Uh-huh.

11 MR. SCHMIEDEL: And earlier at 6014. I have
12 the original. (Tendering document.)

13 They were sent to her on March 30th to
14 her address on North Avondale -- 6014 North Avondale.

15 MS. SYKES: I didn't receive them,
16 Your Honor. I still have never received summons.
17 I never received the next witness that they are now
18 bringing.

19 THE COURT: Thank you.

20 MS. SYKES: Did you serve me with
21 the information on this next witness?

22 MS. FARENGA: Your Honor, no.

23 THE COURT: That Court has advised all
24 parties and counsel and continued to February 22nd

1 order, advised all parties and counsel that the Court
2 received a fax, unfound option, bearing the date of
3 February 21, 2012, reportedly from Gloria Sykes,
4 next friend, drafted pursuant to a Rule 381.

5 Said document is not properly served, hadn't
6 been faxed, and does not state the release sought,
7 nor was it accompanied by a Notice of Motion.

8 So there we are.

9 MS. SYKES: Your Honor, I have not been
10 served summons.

11 THE COURT: So today --

12 MS. SYKES: I do not know who this other
13 witness is.

14 THE COURT: The date that is here today,
15 the reason this is here today --

16 MS. SYKES: And all my --

17 THE COURT: -- is for the calling of
18 Dr. Shaw and to give his testimony, and you will have
19 a free range to --

20 MS. SYKES: Your Honor, Ms. Thorpe has --

21 THE COURT: -- cross-examine Dr. Shaw.

22 MS. SYKES: -- Ms. Thorpe has confiscated
23 all of my evidence. I have proof of that and,
24 in fact, my transcripts.

1 If I was going to come here today and
2 do this, I do not have those available to me because
3 Ms. Thorpe has them all in her possession.

4 MR. SCHMIEDEL: Judge, we are ready to
5 proceed, and we have an attorney who is going to
6 testify first and that's Kevin Salam.

7 MS. SYKES: Who is the attorney, Your Honor?

8 MR. SCHMIEDEL: Kevin Salam.

9 THE COURT: And this was the attorney's name
10 in the --

11 MR. SCHMIEDEL: Yes, absolutely.

12 MS. SYKES: I never got his name.

13 THE COURT: Well --

14 MR. SCHMIEDEL: It is in the disclosures,
15 Judge.

16 THE COURT: -- they are not required to go
17 through heaven and earth to make sure you received
18 it. I require them to send it to you.

19 If you received something, then I would
20 believe that was included in that --

21 MS. SYKES: And I do not know what --

22 MS. FARENGA: In the package.

23 THE COURT: -- in the package, yes.

24 MS. SYKES: -- Mr. Salam's testimony is

1 going to be.

2 MR. SCHMIEDEL: You are about to find out.

3 THE COURT: That's okay, you will find out
4 in a second.

5 Please have a seat, ma'am.

6 MS. SYKES: Your Honor, I will not
7 participate in this proceeding.

8 THE COURT: That's your choice.

9 MS. SYKES: I do not have any evidence.

10 THE COURT: I want to warn you right now.

11 MS. SYKES: Go ahead.

12 THE COURT: I want to warn you right now
13 that if you don't proceed, that you will have passed
14 up your opportunity to cross-examine the doctor.
15 That's it.

16 MS. SYKES: And if I do proceed, you are
17 telling me that they can be in violation of
18 everything, steal my documents, and have an attorney
19 here --

20 THE COURT: Come up here. Don't sit down
21 yet.

22 MS. SYKES: -- by law is, you know,
23 an attorney-client confidentiality. And I do not
24 know --

1 THE COURT: Raise your right hand, please.

2 MS. SYKES: -- what he is going to be saying
3 to me.

4 THE COURT: Well, you know, all mysteries
5 will be solved in a moment.

6 MS. SYKES: You can't do that, Your Honor.

7 THE COURT: Thank you for raising your hand,
8 and I will ask you to swear him in.

9 (Witness duly sworn.)

10 THE CLERK: Be seated.

11

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1 KEVIN BRUCE SALAM,
2 called as a witness on his own behalf, having been
3 first duly sworn, was examined and testified as
4 follows:

5 DIRECT EXAMINATION

6 BY MR. SCHMIEDEL:

7 Q. Please state your full name and spell your
8 last name for the record.

9 A. Kevin Bruce Salem, S-a-l-a-m.

10 Q. And, Mr. Salam, how are you employed?

11 A. I am an attorney.

12 Q. For how long have you been an attorney?

13 A. I was admitted to the Bar in 1987.

14 Q. Turning your...

15 Do you know Gloria Sykes?

16 A. I do.

17 Q. And in what context?

18 A. In approximately I think it was 2004 or 5,
19 I myself and co-counsel Jean Moskowitz represented
20 her in a case that had already been on file
21 concerning damage to her home.

22 Q. Okay. And at some point in time subsequent
23 you entered an appearance on her behalf?

24 A. We did.

1 Q. And at some point in time did you also enter
2 an appearance on behalf of a Mary Sykes?

3 A. Subsequently -- and I don't recall the exact
4 date -- Mary Sykes, Gloria's mother, was added as
5 an additional counter-plaintiff to the case.

6 MR. SCHMIEDEL: May I approach, Judge?

7 THE COURT: Yes, you may.

8 BY MR. SCHMIEDEL:

9 Q. I am going to show you what I marked as
10 Exhibit No. 1.

11 I am going to lay this exhibit on the table.
12 Mrs. Sykes is free to -- Gloria Sykes is free to see
13 them.

14 So there is a copy right there for her.

15 THE COURT: Yes, if you want to see what
16 he is referring to, Ms. Sykes.

17 Let the record reflect that Ms. Sykes has
18 chosen to sit in the back row, in the audience
19 section of the courtroom, rather than at the attorney
20 table which is where the document is if she should
21 want to see it.

22 You may continue, counsel.

23

24

1 BY MR. SCHMIEDEL:

2 Q. Do you recognize Exhibit No. 1?

3 A. I believe I've seen it in the past.

4 Q. And why was Mary Sykes added as a plaintiff
5 in the...

6 Was she a plaintiff or a counter-plaintiff,
7 a plaintiff or a counter-plaintiff?

8 A. Well, I believe the terminology would be
9 cross-coplaintiff.

10 The insurance company had filed the
11 declaratory judgment action and was the plaintiff.
12 Gloria Sykes was the initial defendant. Gloria --
13 On Gloria's behalf, a counterclaim was filed.

14 Q. Okay.

15 A. That is the -- What Mary was ultimately
16 added to was the counterclaim back against
17 the insurance company.

18 Q. And one of the reasons she was added is
19 because she was on title -- that is, Mary -- was on
20 title to the house that was at issue?

21 A. You know, let me just ask the Court for
22 a little direction.

23 I do not believe there really is
24 an attorney-client privilege at this point because

1 it is a dispute between my two former clients.

2 I just wanted to -- to the extent I heard
3 Gloria express a concern about the attorney-client
4 privilege -- I wanted to ask the Court for direction.

5 I would assume that it is not a problem
6 answering questions about my work product or
7 decision-making process as to the matter.

8 MR. SCHMIEDEL: Judge, I can tell you as far
9 as Mary Sykes is concerned, Gloria -- excuse me --
10 Carolyn Thorpe owns the privilege as a guardian of
11 her estate, and we will waive the attorney-client
12 privilege on her behalf, Mary Sykes' behalf.

13 So I am asking the question regarding
14 Mary Sykes at this point in time.

15 THE COURT: As far as any interaction would
16 relate to Mary Sykes.

17 THE WITNESS: That's fine, Your Honor.

18 THE COURT: Then that would be...

19 I don't think that there would be any
20 violation, but that's my opinion and I am not
21 the ARDC.

22 THE WITNESS: I am not concerned with that.
23 I just wanted to, you know, ask for the Court's
24 direction.

1 THE COURT: But I would...

2 It is going to have to be that narrow.

3 You can appreciate why.

4 MR. SCHMIEDEL: I understand. I don't
5 believe I am going to get into conversations.

6 BY MR. SCHMIEDEL:

7 Q. But Mary was added; is that right?

8 THE COURT: Let me say one thing:

9 If at some point you think that it does go
10 into areas of concern, that it does breach --

11 THE WITNESS: I will let you know.

12 THE COURT: Yes. Thank you very much,
13 counsel.

14 I should finish the sentence, it does reach
15 a possible violation of the attorney-client
16 privilege. It has not been.

17 THE WITNESS: Well, I would ask counsel
18 if you could rephrase the question as to what I may
19 have advised Mary Sykes.

20 BY MR. SCHMIEDEL:

21 Q. Yes.

22 Would you tell us would you advise
23 Mary Sykes as to why she was there?

24 A. I recall what was explained was that

1 my understanding in part, based on what I was --
2 based on the part upon this deed, is that Mary had
3 some interest in the home according to the deed was
4 a co-tenant.

5 And that my co-counsel and I wished to add
6 her to the complaint, limited to damage to the home
7 that she apparently had some interest in.

8 And we added her, as I recall, just to the
9 counts involving negligent damage to the building.
10 My understanding was that the personal property
11 within the building was Gloria Sykes.

12 Q. Got you.

13 And what was the address of the building
14 we are talking about? You can look at the deed.

15 A. Well, if the deed is -- There were two
16 buildings. There was one in the front and one in
17 the back. When I refer to the back is the one that
18 was damaged by the mold. I do not recall the exact
19 address.

20 Q. Okay. And if you...

21 I show you Exhibit No. 2. I will leave it
22 on the table for Ms. Sykes, if she wants to take
23 a look at it.

24 THE COURT: So noted.

1 THE WITNESS: (Examining document.) Yes.

2 BY MR. SCHMIEDEL:

3 Q. Do you recognize what it is?

4 A. Yes, I do.

5 Q. And what is it?

6 A. It is the contract for legal services
7 between Mary Sykes. Although, the copy you have is
8 not executed by myself or co-counsel. I believe that
9 somewhere there is, in fact, an executed copy.

10 Q. And does Mary Sykes execute that document?

11 A. As I recall, she did.

12 Q. Okay. And that was a contract between
13 you and Mary Sykes for your representation of her
14 in the underlining Lumbermans lawsuit?

15 A. In my co-counsel, Jean Moskowitz.

16 Q. Very good.

17 At some point in time Mary was added as
18 a party to the action?

19 A. Yes, she was.

20 Q. Was it at some point in time following
21 her being added as a party to the action where
22 a settlement offer was made?

23 A. Yes.

24 Q. And how much was the settlement offer made

1 for?

2 A. Well, there was negotiations and different
3 settlement offers. The final settlement was,
4 I believe, \$1.3 million.

5 Q. And was the proceeds of the settlement to be
6 apportioned between Mary and Gloria?

7 A. When you say "apportioned," by whom or --

8 Q. By the terms of the settlement agreement
9 itself.

10 A. My recollection -- I don't have
11 the settlement agreement in front of me, but
12 my recollection is that there was no apportionment of
13 the settlement amongst -- of the proceeds amongst
14 Gloria and Mary under its terms.

15 MR. SCHMIEDEL: Give me one second, Judge.

16 THE COURT: Yes.

17 BY MR. SCHMIEDEL:

18 Q. Showing you what's been marked as No. 3, and
19 if you will give me one second I will put one of
20 these copies on the table.

21 It is being placed on the table for
22 Ms. Sykes' review.

23 THE COURT: So noted.

24

1 BY MR. SCHMIEDEL:

2 Q. Take your time and look at that, Mr. Salam.

3 A. Well, it appears to be the final signed
4 settlement agreement that I recall seeing at some
5 point attached to a final order of Judge Mulhern
6 in the case.

7 Q. Is that settlement agreement apportioning
8 the damages at all between Mary and Gloria?

9 A. I had not read the whole agreement.

10 Q. If you would.

11 A. If you will give me a moment. I haven't
12 read it since I sat down. (Examining document.)

13 I do not see any provision that discusses
14 apportionment among -- between Gloria and Mary as to
15 the settlement proceeds.

16 Q. Did any issue arise in the context of
17 the settlement about apportioning the damages?

18 A. At which time and when?

19 Q. At the point after the settlement offer was
20 made, at the point the case was settled for
21 \$1.3 million, was there any dispute or any issue with
22 respect to how the settlement agreement was going to
23 be executed?

24 A. After the settlement agreement...

1 After the settlement amount and
2 the agreement was reached -- I don't know if you call
3 it in principle or on the record in court --
4 but before it was drafted, I don't believe there was
5 a problem.

6 At some point the settlement agreement --
7 a settlement agreement was drafted, there became
8 an issue as to getting it signed by Gloria and Mary.

9 Q. And what was the issue?

10 A. At least one of the issues had to do with
11 Gloria had wanted control over the proceeds,
12 all the proceeds.

13 Q. Meaning?

14 A. Meaning, Gloria wanted control over
15 the proceeds. She was concerned that the money --
16 the check, I believe I explained, the check would be
17 payable to her and her mother.

18 Q. And how did she react to that?

19 A. It was not the way she wanted it to occur.

20 Q. She wanted the check to be made to her
21 personally?

22 A. Well, she did not -- She wanted to have
23 control over the proceeds is what I recall.

24 Q. Okay. Was it ever your understanding at any

1 time, from the time you were representing Mary Sykes,
2 that Mary Sykes was not entitled to any of
3 the proceeds from the settlement of the lawsuit?

4 A. It was not my understanding that Mary Sykes
5 was not entitled to the proceeds. I will make clear
6 that I am not sure...

7 My understanding was that Mary was
8 on this deed, and that was the reason we added her
9 to the case.

10 I do not know how she came to be on that
11 deed or what agreement there was between Gloria and
12 her mother as to ownership of that house.

13 But my understanding was she had some
14 interest in that house. And because we were suing
15 over negligent damage to that house, at some point
16 we made the decision that we thought it would be
17 proper to add her to that part of the lawsuit.

18 Q. And at any point in either the lawsuit
19 itself or negotiating the settlement of the lawsuit,
20 did you calculate what the approximate damages to
21 the property were?

22 A. As preparing...

23 In preparing the lawsuit, we obviously put
24 together -- prepared a damage claim and disclosed

1 experts. I do not recall the details.

2 I do recall at some point preparing
3 an affidavit that lays out what counts Mary was added
4 to, what the damages claim were, et cetera,
5 in providing that affidavit I believe to a former
6 lawyer of Gloria's.

7 Q. Would seeing that affidavit refresh
8 your recollection as to the calculations of damages?

9 A. I believe it would.

10 MR. SCHMIEDEL: May I approach?

11 THE COURT: Yes, you may.

12 MR. SCHMIEDEL: Exhibit No. 4, and putting
13 it on the table for Ms. Sykes.

14 THE COURT: So noted.

15 THE WITNESS: (Examining document.) Yes,
16 this does refresh my recollection.

17 BY MR. SCHMIEDEL:

18 Q. What was the damages to the property that
19 Mary had an interest in?

20 THE COURT: Counsel, will you put
21 the document down.

22 THE WITNESS: According to the expert that
23 we had disclosed and his name as Allen Schillerman,
24 he had done a calculation of cost of replacement of

1 the building. And I do not, as I sit here, recall
2 the exact amount. Having read the affidavit,
3 I believe that is the correct amount.

4 BY MR. SCHMIEDEL:

5 Q. What was that amount?

6 A. The amount stated in the affidavit is
7 234,000 -- excuse me -- \$234,039.81. That is
8 the cost of replacing the structure.

9 I believe the expert report also added
10 an analysis of the cost to repair because we were
11 not sure which measure of damages would or would not
12 be awarded by what at the time was to be a jury
13 trial.

14 Q. Okay. And that amount of money,
15 the \$234,000 and change, related to the piece of
16 property and to the counts that Mary was named as
17 a party to the action?

18 A. That related to the cost to replace
19 the structure that was damaged by the insurance
20 company's actions and -- That was the damage claim
21 related to the cost to replace the structure.

22 The negligence claims related to the cost to
23 replace that structure, and that would be the damages
24 related to those claims.

1 Q. And Mary was a party to those claims?

2 A. She was a party as stated in the affidavit
3 to the counts related to the negligence claims for
4 damage to that structure.

5 Q. Thank you.

6 Now, at some point in time did you see
7 an apportionment agreement between Mary Sykes and
8 Gloria Sykes?

9 A. At some point in time I did see a document
10 that appears to be an agreement between Gloria and
11 Mary about Gloria having control over the proceeds of
12 the settlement.

13 Q. Okay. Let me show you what is now marked
14 No. 5. I am putting it on the table for Ms. Sykes.

15 Exhibit No. 5.

16 A. I have seen this agreement before.

17 Q. Prior to the execution of this agreement,
18 did you consult with Mary Sykes about executing that
19 agreement?

20 A. Well, let me say (1) I am not sure when
21 it was executed. I see the date of October 15th,
22 2008. I was not involved in this agreement in any
23 way.

24 The first time I saw this agreement was

1 when it was attached -- I believe it was attached as
2 an exhibit to the final order entered by
3 Judge Mulhern in the case.

4 Q. And so then prior to your first seeing that
5 as attached to an order entered by Judge Mulhern,
6 you had no knowledge of the apportionment agreement;
7 is that right?

8 A. That is correct.

9 Q. And you didn't counsel Mary about whether or
10 not she's executed it or not executed it?

11 A. I did not.

12 Q. Do you know if Jean Moskowitz did?

13 A. My understanding is neither did
14 Jean Moskowitz.

15 Q. Did Jean Moskowitz counsel Mary about
16 signing the apportionment agreement?

17 A. Correct.

18 My understanding is that the first time
19 Jean saw it was when it was brought to court
20 the day -- the final order that I keep referring
21 to -- the order that entered that settlement and
22 provided for payment of the attorney fees, et cetera.
23 And I don't have a copy of it. I think you know
24 which one I am referring to.

1 Q. And -- Give me one second.

2 Do you know Joanne Denison?

3 A. I do not believe so.

4 Q. Do you know who wrote the apportionment
5 agreement?

6 A. No, I do not.

7 MR. SCHMIEDEL: I have nothing else, Judge.

8 THE COURT: Cross-examination, ma'am.

9 MS. SYKES: I am delighted.

10 CROSS-EXAMINATION

11 BY MS. SYKES:

12 Q. Hello, Mr. Salam; how are you today?

13 A. Fine, thank you, Gloria.

14 Q. First what I'd like to know is,
15 did I actually retain you?

16 Let me reask the question then, who did I
17 initially go to to represent me on this?

18 A. I was contacted about --

19 Q. I asked you, who did I go to?

20 A. I don't know who you -- who you did or
21 didn't go to.

22 Q. You don't know who I went to. So I didn't
23 go to Jean Moskowitz.

24 You don't know that I went to

1 Jean Moskowitz initially?

2 A. I know that Jean Moskowitz contacted me
3 about your matter.

4 Q. So then we can pretty much presume the fact
5 that I went to her first?

6 MR. SCHMIEDEL: Objection to the form of
7 the question.

8 MS. SYKES: Okay. I went to Jean --

9 THE COURT: Yes, it is going to be stricken.

10 BY MS. SYKES:

11 Q. At any point in time as far as you know,
12 did Jean Moskowitz ever say to you...

13 When did she contact you, by the way?

14 A. I do not recall the exact date.

15 Q. You don't know, but it was someplace around
16 2003-2004?

17 A. It would have been when we -- shortly before
18 we filed our appearance on your behalf.

19 Q. Right, okay. You filed an appearance. Now,
20 I had been...

21 Who did the Lumbermans file an injunction
22 against, was is it Mary G. Sykes or Gloria Jean
23 Sykes?

24 A. I don't recall.

1 Q. So you don't recall the fact that
2 the initial -- that Lumbermans initially was suing
3 me?

4 A. I recall the Lumbermans filed a suit against
5 you, but I do not recall it being an injunction.

6 Q. Well, whatever.

7 They filed something regarding a contract,
8 right?

9 A. My recall is that they sued you to get
10 a declaration from a court that they did not owe you
11 coverage under the insurance policy you had on
12 the home at issue.

13 Q. Okay. So it was basically a contract
14 dispute; is that correct?

15 A. It involved whether or not they met
16 the obligations under the insurance contract that
17 you had purchased from them.

18 Q. Okay. Do you know of any insurance contract
19 that Mary G. Sykes had on that property?

20 A. No, I do not.

21 Q. Okay. So, in other words, this is
22 a contract.

23 And so I can better understand, Kevin,
24 because I am not sure what's all going on here.

1 THE COURT: I think it would be better
2 if you call him by his last name.

3 What's your last name?

4 THE WITNESS: Thank you.

5 THE COURT: Thank you.

6 BY MS. SYKES:

7 Q. Mr. Salam, I'd also like to say we didn't
8 end on good terms, did we, Mr. Salam?

9 A. I don't believe you were happy with
10 my representation of you at the end.

11 Q. Well, I really wasn't happy of
12 your representation because I was -- I got maybe --

13 THE COURT: Is there a question, ma'am?

14 BY MS. SYKES:

15 Q. -- 20 million e-mails.

16 THE COURT: Is there a question, ma'am?

17 MS. SYKES: Yes.

18 BY MS. SYKES:

19 Q. The question is, you are saying I was not
20 happy with your representation.

21 So if I came to court today, had I known
22 that you were going to be a witness for them and
23 what you were going to say, I would have been very
24 much more prepared.

1 But if I could -- Because I saved all
2 my e-mails and everything.

3 Are you telling me all those years
4 you represented me I was unhappy with you?

5 A. I am not saying that, no.

6 Q. Are you saying that when we reached that
7 settlement agreement for 1.3 million, that you and
8 Ms. Moskowitz and I didn't go out and celebrate?

9 A. I am not saying that at all.

10 Q. Okay. So we did go out and celebrate?

11 A. We did go out and have a glass of wine.

12 Q. So, in other words, something happened at
13 the end which caused the problem between you and I?

14 A. I am not aware of exactly what you are
15 referring to.

16 Q. You just made a statement that I was unhappy
17 with your representation, and now I am saying that
18 that happened someplace at the end and it really had
19 nothing to do with your representation; is that
20 correct?

21 A. I am not sure what you think, Gloria, or
22 what -- I gave you my answer.

23 THE COURT: Ms. Sykes.

24 THE WITNESS: Ms. Sykes, I'm sorry.

1 Ms. Sykes, I am not sure what -- I gave you
2 the answer as to what I understood or perceived
3 your views of my representation were at the end.
4 I have no way of knowing what it is or isn't based
5 on.

6 BY MS. SYKES:

7 Q. In other words, if I was prepared today
8 because I would have received some kind of document
9 which would have had given me just an ounce of
10 information as to how you were going to testify
11 today, I would have been able to pull out, you know,
12 the hundreds of e-mails that we have between you and
13 I.

14 MR. SCHMIEDEL: Objection to the form of
15 the question, to the extent it is a question.

16 BY MS. SYKES:

17 Q. So the question is again --

18 THE COURT: Let me say this, ma'am:

19 Without a preamble, ask the question.

20 BY MS. SYKES:

21 Q. The question is again:

22 You made a statement that I was unhappy with
23 your representation and, yet, you don't know when
24 it was that you claim that I was unhappy with

1 your representation.

2 MS. FARENGA: Your Honor, now I am objecting
3 because it's been asked and answered and --

4 THE COURT: Sustained.

5 Move on.

6 MS. SYKES: Great. Let's move on.

7 BY MS. SYKES:

8 Q. Okay. So this was a contract dispute, and
9 I was the only person that had a contract with
10 Lumbermans; is that correct?

11 A. No.

12 Q. Who else had a contract with Lumbermans?

13 A. The complaint was for more than just
14 breach of contract.

15 Q. But I...

16 Again, let me go back, who had
17 the insurance?

18 A. The insurance policy was in your name.

19 Q. And what was I insuring?

20 A. You had a homeowner's policy, a standard
21 homeowner's policy, on the property which I believe
22 is located at -- as indicated on that deed.

23 Q. So the entire procedure was regarding --

24

1 MR. SCHMIEDEL: Judge, can I say,
2 referring to Exhibit No. 1.

3 THE COURT: Let her finish the question.

4 MR. SCHMIEDEL: I'm sorry.

5 I am just trying to clarify Mr. Salam.
6 He said "that deed," and I want to clarify
7 "that deed" being Exhibit No. 1.

8 THE WITNESS: If somebody can stipulate to
9 what the property address is that we are dealing
10 with, I would be happy.

11 MS. SYKES: It is 6016 North Avondale,
12 Your Honor -- I mean, Mr. Salam.

13 MR. SCHMIEDEL: So stipulated.

14 THE COURT: All right. It is stipulated
15 that that is indeed the address of the property.

16 THE WITNESS: Thank you.

17 THE COURT: Say that again.

18 MR. SCHMIEDEL: I just wanted --

19 THE COURT: What is the address?

20 MR. SCHMIEDEL: 6016 North Avondale.

21 THE COURT: 6016.

22 BY MS. SYKES:

23 Q. So I was the only one insured
24 on 6016 North Avondale, and we were basically

1 in court so prayerfully that I can receive money to
2 repair 6016 North Avenue Avondale, under my contract,
3 my policy with Lumbermans; correct?

4 A. That was part of what the lawsuit was about.

5 Q. Okay. Was there any other part of
6 the lawsuit that my mother entered into for damages
7 or something that happened to her?

8 A. Your mother's involvement in the lawsuit was
9 limited to whatever interest she may or may not have
10 had in 6016 North Avondale.

11 Q. Again, let's go back.

12 Her interest was for survivorship. If you
13 look at the deed, it says joint tenancy for
14 survivorship only.

15 MS. FARENGA: Objection. This is not
16 a question. It is a statement.

17 BY MS. SYKES:

18 Q. Did you not know that it was a joint tenancy
19 for survivorship only?

20 THE COURT: Wait a minute. Excuse me,
21 ma'am. There has been an objection.

22 I am going to let her finish her question.

23 MS. FARENGA: Okay.

24

1 THE COURT: I would prefer for you to let
2 her do that.

3 MS. FARENGA: Certainly.

4 THE COURT: Do you want the court
5 reporter -- Excuse me.

6 Do you want me to have the court reporter
7 read back?

8 MS. SYKES: No, I know my question exactly.

9 BY MS. SYKES:

10 Q. Let me just break it up.

11 Who had the contract, the insurance policy,
12 with Lumbermans Insurance Company regarding
13 6016 North Avondale?

14 MR. SCHMIEDEL: Objection, asked and
15 answered about five times.

16 THE COURT: Sustained.

17 BY MS. SYKES:

18 Q. Okay. So we agreed that the contract was
19 under my name, Gloria Jean Sykes. We agree that...

20 Please say "yes" or "no" because you nodded.

21 A. That was my testimony.

22 Q. Okay. Jean Moskowitz was retained
23 in a countersuit that I brought initially where
24 my mother again was never named so I can receive

1 moneys for damages on the 6016 North Avondale
2 so I can repair that property and move back into it?

3 MS. FARENGA: Objection as to form and
4 asking the witness to confirm the questioner's
5 thoughts. It's totally wrong.

6 BY MS. SYKES:

7 Q. Okay. Why did I spend six years --

8 THE COURT: Are you withdrawing
9 the question?

10 Okay. Continue.

11 BY MS. SYKES:

12 Q. Why did I spend six years in a lawsuit?

13 Did you not believe at any point in time
14 that I did not want to repair that home and move back
15 into it?

16 A. Answering your first question, why you did
17 something, that would be speculation on my part.

18 As to the second question, part of
19 the question, did I understand that you wanted to
20 repair the house and move back into it?

21 Q. Uh-huh.

22 A. And that that was part of why you were
23 suing?

24 Q. Uh-huh.

1 A. Yes.

2 Q. Was there any point in time when my mother
3 came to you and she was represented by an attorney;
4 is that not true?

5 A. At the time that we entered -- that she
6 entered the retainer agreement with Jean and myself,
7 yes, we did -- she did have an attorney advise her
8 as to that agreement.

9 Q. At that point when she had an attorney and
10 I believe it was in 2006 or maybe it was 2005,
11 when she had an attorney did my mother or through
12 my mother -- or, through her attorney, did she ask
13 you to file any additional claims on her behalf?

14 A. No.

15 Q. And I am going to be skipping around here
16 because I again cannot be prepared being that I did
17 not know what you were --

18 THE COURT: Hold on, ma'am. Move on and
19 ask a question.

20 MR. SCHMIEDEL: I am going to object.

21 BY MS. SYKES:

22 Q. When you were with the settlement agreement
23 with just Judge Mulhern, was I there?

24 A. I am not -- I don't understand the question.

1 Q. When you were doing the pretrial stuff,
2 whatever it is called, was either my mother or I
3 present?

4 MS. FARENGA: Objection as to when,
5 Your Honor. I don't know if this took more than
6 a day.

7 MS. SYKES: A pretrial. It was in October.

8 BY MS. SYKES:

9 Q. When you and the attorney Jean Moskowitz --

10 MS. FARENGA: Same objection.

11 BY MS. FARENGA:

12 Q. -- was sitting down with Lumbermans and
13 Judge Mulhern and you were going to pretrial,
14 arguments, and what can be said and what we were
15 fighting for and ta-da-da-da-da, was I present or
16 was my mother present?

17 THE COURT: You can answer if you understand
18 the question. I don't know if there is a particular
19 date that this is referring to.

20 THE WITNESS: In general you and your mother
21 were not there while Jean and I were dealing with
22 what are called motions in limine.

23 I believe we were arguing over
24 jury instructions just prior to the ending settlement

1 negotiations. I do not believe you or your mother
2 was there in open court at those times.

3 MS. SYKES: Okay. For clarification of
4 the Court, I was not there.

5 MR. SCHMIEDEL: Objection, objection.

6 MS. SYKES: I cannot answer for my mother.

7 MR. SCHMIEDEL: Objection, motion to strike.

8 BY MS. SYKES:

9 Q. With that said, was --

10 THE COURT: I am going to allow the last
11 comment from Gloria Sykes to be stricken.

12 Continue.

13 MS. SYKES: Because obviously there is
14 nobody here to question me, Your Honor.

15 BY MS. SYKES:

16 Q. So with that said, so if I -- I do have
17 the transcripts from that, and those were kept in
18 a very safe place.

19 So I have four volumes of transcripts from
20 your pretrial discussions, arguments, however they
21 are called legally.

22 Was there ever a time during those pretrial
23 arguments that you ever said Mary G. Sykes is due
24 "X" amount of dollars in damages for the property?

1 A. Not that I recall.

2 Q. At any point in time was Mary G. Sykes' name
3 even brought up?

4 A. I do not recall.

5 Q. So if I tell you right now the only time
6 it was brought up was once when Lumbermans' attorney
7 asked the Court -- and I don't know if you remember
8 this -- asked the Court if Mary G. Sykes wanted any
9 damages, punitive damages; do you remember that
10 question?

11 MR. SCHMIEDEL: Objection.

12 THE WITNESS: I do not.

13 MR. SCHMIEDEL: Never mind.

14 BY MS. SYKES:

15 Q. So the question, though, if I had those
16 files -- and I will get them for the Court,
17 if it pleases the Court and I will fax them to you --
18 at that point Judge Mulhern's response is --

19 MR. SCHMIEDEL: Objection, Judge.

20 BY MS. SYKES:

21 Q. -- no, she's only an interested party;
22 do you recall that?

23 THE COURT: Excuse me, there is
24 an objection.

1 in evidence. That question is conditioned on
2 Gloria Sykes' recollection of something that
3 occurred.

4 MS. SYKES: It is a very good recollect,
5 as I recall. And like I said, had I been able to be
6 prepared, had I known what Mr. Salam was going to be
7 doing today, which I was not, of course, which that
8 does not follow the procedure of law.

9 BY MS. SYKES:

10 Q. With that said, do you recall --

11 THE COURT: All right. Now I have
12 an objection pending.

13 I believe the question points to one
14 particular date, and the witness is either going to
15 remember or not.

16 And I think I am going to allow him to
17 answer it.

18 THE WITNESS: I do not recall what
19 Judge Mulhern or opposing counsel said at what time
20 I believe you are referring to.

21 THE COURT: Next question.

22 BY MS. SYKES:

23 Q. You do agree that at no point you argued for
24 damages that Mary G. Sykes, should she prevail

1 in this lawsuit, should she receive?

2 MS. FARENGA: Objection.

3 THE COURT: Basis of your objection?

4 MS. FARENGA: The form of the question,
5 a double negative. I don't even know what
6 the question is.

7 BY MS. SYKES:

8 Q. The question is, Ms. Farenga --

9 THE COURT: Excuse me, ma'am. No.

10 BY MS. SYKES:

11 Q. The question is --

12 THE COURT: You have been in this courtroom
13 many times. We have spoken many times about
14 the appropriate way to conduct yourself in court, and
15 I know you know the appropriate way to conduct
16 yourself.

17 At this point Ms. Farenga is making
18 an objection. If you want to respond to
19 the objection, you respond to me.

20 MS. SYKES: Your Honor, the --

21 THE COURT: You make your arguments to me
22 because I am the one who will have to determine
23 whether her objection is going to be sustained or
24 overruled.

1 MS. SYKES: Well, Your Honor, a double
2 negative. I am a writer, and I know what double
3 negatives are. I asked a very direct question.

4 BY MS. SYKES:

5 Q. At any point in time did you argue for
6 Mary G. Sykes --

7 THE COURT: I will allow you to restate
8 the question.

9 BY MS. SYKES:

10 Q. At any point in time during...

11 How many years did we have? How many years
12 did you represent me and then ultimately --

13 A. I don't recall when exactly.

14 Q. At any point in time did you argue during
15 those pre-settlement -- I do have the transcripts
16 that cost me \$999...

17 At any point in time did you argue that
18 Mary G. Sykes should get punitive damages, that
19 the cost to repair the home or replace the home, that
20 half of that money should go to Mary G. Sykes?

21 MS. FARENGA: Objection.

22 Your Honor, I am objecting because it is
23 a compound question. I am objecting because
24 Gloria Sykes should be admonished to cease referring

1 to alleged facts concerning her transcripts which
2 completely just destroys the integrity of
3 her question.

4 THE COURT: Well, that is a problem with
5 her question, and I am going to overrule you.

6 Answer the question if you will, if you can.

7 THE WITNESS: As to the first part of
8 the question, did I ever argue that Mary Sykes was
9 entitled to punitive damages, I do not believe so.

10 As to the second part of the question, I do
11 not recall.

12 BY MS. SYKES:

13 Q. So you do not recall whether or not
14 you argued at any point at any motion once
15 you brought Mary G. Sykes into the case, whether or
16 not she should receive half the money if we did
17 prevail on the property rather than the money going
18 to fix up the home or replace the home?

19 MR. SCHMIEDEL: Objection to the relevance.

20 THE COURT: Excuse me.

21 MS. SCHMIEDEL: On relevancy grounds because
22 there was a settlement.

23 What was argued relative to what was going
24 to be jury instructions or what was going to happen

1 at trial is one thing. There was a settlement,
2 an unapportioned settlement, where the proceeds were
3 not split between Mary -- and the settlement
4 agreement were not split between Mary or Ms. Sykes.

5 So the question relative to what happened or
6 not happened had the matter gone to trial is
7 irrelevant.

8 THE COURT: And I would note that settlement
9 discussions are generally not anything that the Court
10 can consider.

11 MR. SCHMIEDEL: Correct.

12 THE COURT: And so I am going to sustain
13 the objection.

14 If you have another question --

15 MS. SYKES: Yes, I do.

16 THE COURT: -- in another area, you may ask
17 it.

18 BY MS. SYKES:

19 Q. Did you ever come to me, Mr. Salam, and say,
20 Gloria, if we prevail on this you are not going to be
21 able to rebuild your house or your life?

22 A. No, I --

23 MS. FARENGA: Objection.

24 THE WITNESS: -- did not say that.

1 BY MS. SYKES:

2 Q. At any point in time --

3 THE COURT: Excuse me, there was
4 an objection.

5 MS. FARENGA: I will withdraw it,
6 Your Honor.

7 THE COURT: Thank you.

8 Go ahead, please.

9 BY MS. SYKES:

10 Q. At any point in time did you or Ms. -- Well,
11 I can't ask about Ms. Moskowitz, who should be here
12 by the way.

13 But at any point in time did you confer with
14 me and say, "Gloria, we are bringing your mother in
15 as only a person of interest should something happen
16 to you so we don't lose the damaged portion of
17 the property"?

18 MS. FARENGA: Objection.

19 THE COURT: On what basis?

20 MS. FARENGA: The witness has already
21 answered why Mary Sykes was added to the litigation.

22 THE COURT: I believe that was in direct
23 testimony. It wasn't -- It wasn't now in cross.

24