

1 So again I apologize to the Court, and
2 let's see if I can be a quick study.

3 BY MS. SYKES:

4 Q. The property at 6016 North Avondale,
5 no matter who owned the property was there not
6 an insurance contract?

7 MR. SCHMIEDEL: Objection, asked and
8 answered many times.

9 THE COURT: Proper question, but counsel is
10 correct. The objection is sustained.

11 Ask the real question.

12 BY MS. SYKES:

13 Q. Okay. Mr. Salam, you were brought into
14 this case because, you know, you are incredible and
15 have a lot of knowledge with insurance and insurance
16 contracts and legal things like that; correct?

17 A. Actually, I did not have as much knowledge
18 as I did until I got into this case.

19 I got into this case because I thought
20 what the insurance company had done with respect to
21 you was one of the most incredibly wrongful things
22 I've ever seen in my life and somebody should have --
23 It was wrong.

24

1 That was my view. That was Jean's view and
2 why she contacted me. That's why we got involved.

3 Q. But you did have more knowledge about
4 insurance than Jean did?

5 A. Yes, and I believe than you did, too,
6 at the time.

7 Q. Yes.

8 And the purpose of this lawsuit which was
9 brought on or this complaint that was brought on
10 by Lumbermans -- Let me requestion that again.

11 What was the --

12 THE COURT: Do you want to strike it and
13 start over again?

14 MS. SYKES: Strike. I'm sorry.

15 THE COURT: Start over?

16 MS. SYKES: I've got to get a quick study
17 here.

18 BY MS. SYKES:

19 Q. Why was this lawsuit...

20 Why did we file a countercomplaint?

21 A. Well, the counter --

22 MS. FARENGA: Objection, that's been asked
23 and answered also many times.

24

1 THE COURT: No, I don't think so. I am
2 going to overrule that.

3 Answer the question, if you can.

4 THE WITNESS: The countercomplaint was
5 already on file when Jean and I came in,
6 my understanding.

7 Lumbermans decided they did not -- no longer
8 wanted to pay what they had been paying under
9 the insurance contract. They had originally thought
10 that -- They originally indicated there was coverage
11 and that they would deal with cleaning the mold and
12 repairing the mold.

13 That was the general understanding they had
14 given you and my understanding why you moved out of
15 the house, et cetera.

16 They then changed their mind and filed
17 a lawsuit against you, okay, because that is how
18 they perceived their obligation is under applicable
19 law, all right?

20 Your prior lawyer wanted to assert
21 your claim that Lumbermans is obligated under
22 the insurance contract, and they asserted other
23 claims.

24

1 I believe the counterclaim, as it was laid
2 out, I believe for the most part was already
3 in existence when we -- Jean and I -- got involved.
4 I do not remember whether or not we changed it
5 substantially or not.

6 Q. So before your involvement, were you aware
7 that there was a settlement offering to me --

8 MR. SCHMIEDEL: Judge, I am going to object.

9 BY MS. SYKES:

10 Q. -- by Lumbermans?

11 MR. SCHMIEDEL: The issue here and
12 the narrow issue here and the Court identified
13 previously, did Mary Sykes have any interest in
14 the settlement proceeds and did she have the capacity
15 to execute the apportionment agreement on
16 October 15th.

17 There has never been an issue whether or not
18 Gloria Sykes was entitled to some of the proceeds.

19 The question is, is Mary Sykes entitled to
20 some of the proceeds. That's the narrow issue, and
21 I think we got the answer to that question through
22 this Mr. Salam. I think this testimony is
23 irrelevant.

24

1 MS. SYKES: Well, Your Honor, my argument,
2 please.

3 THE COURT: And he has made an argument, and
4 there is an objection to the continued question.

5 MR. SCHMIEDEL: Correct.

6 It is not whether or not Gloria Sykes is
7 entitled to any kind of money from the settlement of
8 the lawsuit or from the filing of the lawsuit.
9 That's not an issue.

10 THE COURT: Let me say this to you:

11 There is no argument there was a suit.
12 There is no argument that there was a settlement.
13 There is no argument that it sounds like you were
14 the first party involved in it and later your mother
15 came in.

16 Am I correct?

17 MR. SCHMIEDEL: Yes, that is all correct,
18 Judge.

19 THE COURT: The only issue is not the global
20 issue -- listen to me -- the narrow issue of did
21 Mary Sykes have any right to a portion of the money.

22 MS. SYKES: Okay.

23

24

1 BY MS. SYKES:

2 Q. Then let me ask you that question, okay,
3 to clarify because I think we answered that question
4 already.

5 The part that Mary Sykes was brought into
6 this Lumbermans versus Gloria Sykes was for
7 negligence in terms of damages to the building,
8 yes or no?

9 A. Yes.

10 Q. Therefore -- And this won't be my last
11 question.

12 But, therefore, did Mary Sykes at any point
13 in time, did you argue that she had rights to
14 compensation, actual money, from those damages
15 portion to the building?

16 MR. SCHMIEDEL: Objection to the argument.
17 It wasn't a lawsuit at that point in time. There was
18 a settlement.

19 As the settlement agreement says, settled
20 all of the claims.

21 THE COURT: I am going to allow the question
22 to stand so that you may answer.

23 You may be absolutely right, but I am going
24 to allow you to answer, sir.

1 THE WITNESS: If I...

2 I am confused because when you say
3 did I ever argue, do you mean to the Court?

4 I am not sure which discussion or argument
5 we are talking about.

6 THE COURT: Why don't you let her clarify.

7 MS. SYKES: Thank you, Your Honor, and
8 thank you, Mr. Salam.

9 BY MS. SYKES:

10 Q. Was there any argument or discussion that
11 damaged money -- money that would go for damages
12 to that structure would not go to the rebuilding or
13 repairing of that structure and instead go to
14 Mary G. Sykes?

15 A. There was no such argument in the court
16 proceedings because such an argument wasn't relevant
17 to the issues that Jean and I were pursuing in that.

18 The issue was, are there damages to
19 the structure, what are those damages?

20 Q. Then was the purpose of that count, that
21 Mary G. Sykes participated in for negligence, given
22 a settlement, where were the moneys to be spent
23 on damages?

24 I mean, how were they to be spent?

1 A. I understand your question to be, how were
2 the settlement proceeds to be used?

3 Q. For the damages to the property.

4 MR. SCHMIEDEL: Judge, again, I have to
5 object.

6 The settlement is the settlement. There is
7 no differentiation in the settlement agreement that
8 has been identified to Mr. Salam as to how the money
9 is to be apportioned.

10 It is an unapportioned settlement agreement,
11 and it includes the claims that Mary Sykes had for
12 damages to the property.

13 THE COURT: You know, I think I want to hear
14 counsel's response to the question.

15 THE WITNESS: I am going to interpret
16 the question as what was my understanding of how
17 the settlement proceeds should be used.

18 Ms. Sykes, you are shaking your head;
19 is that the question you would like me to answer?

20 BY MS. SYKES:

21 Q. For that specific count that Mary G. Sykes
22 was involved in.

23 MR. SCHMIEDEL: And I would object to what
24 his understanding was with respect to how the money

1 should be used, if Mary Sykes, in fact, had
2 an interest in the proceeds.

3 THE COURT: Noted.

4 THE WITNESS: I had no understanding
5 as to -- because there was no apportionment of
6 the settlement proceeds.

7 My recollection of...

8 My opinion, my recollection, and what
9 I recall discussing with you because you had raised
10 an issue about attorney-client privilege, I would ask
11 your permission to repeat what I recall I discussed
12 with you about apportioning the settlement agreement.

13 THE COURT: Do you want to sit down and
14 think for a minute? Do you understand what he just
15 asked you?

16 MS. SYKES: Yes, and I don't want to --

17 THE COURT: You can say "no" or "yes,"
18 whichever you prefer.

19 MS. SYKES: I don't want to waive my rights
20 on that.

21 THE COURT: Okay.

22 BY MS. SYKES:

23 Q. But since they waived the rights to
24 Mary G. Sykes and your confidentiality agreement with

1 her, did you ever discuss how this money could go
2 to or where this money would go to on the property
3 to her?

4 MS. FARENGA: Your Honor, could I approach?

5 THE COURT: Yes.

6 MS. FARENGA: I am just wondering if we --
7 if the Court would ask Ms. Sykes if she knows who
8 drafted the apportionment agreement.

9 THE COURT: See, we went through that.

10 MS. SYKES: Yes.

11 THE COURT: We went through that.

12 This gentleman didn't do it.

13 MS. FARENGA: That's right.

14 THE COURT: That's his testimony.

15 MS. FARENGA: I am asking the Court to ask
16 Ms. Sykes if she knows who drafted it because
17 there is a lot of reliance on a document that
18 right now we have no idea what the origin --

19 THE COURT: Right.

20 MS. FARENGA: -- of it is.

21 THE COURT: I don't know that that is
22 appropriate at this time in the questioning of
23 this witness.

24 MS. FARENGA: Okay. Thank you.

1 MS. SYKES: Your Honor, I thank you for
2 that. We did go over that.

3 THE COURT: No, ask your next question.

4 BY MS. SYKES:

5 Q. Anyway, so --

6 A. I believe --

7 Q. Let's talk --

8 THE COURT: Were you in the midst of
9 an answer?

10 THE WITNESS: No.

11 I believe Ms. Sykes was asking me a question
12 about what I told her mother about apportioning
13 the settlement agreement.

14 THE COURT: You were trying to help her
15 to get back to where she was?

16 THE WITNESS: (Indicating.)

17 THE COURT: All right. I will make a note
18 of that.

19 Go ahead.

20 MS. SYKES: Thank you, thank you.

21 THE WITNESS: My recall is that I did not
22 actually have an opportunity to discuss that with
23 Mary.

24

1 My recall was that I had written something
2 that I do not recall if it went to both you and Mary
3 or to just you about the issue that had come up about
4 who was going to control the settlement proceeds or
5 how they would be distributed between you and Mary.

6 Let me finish my question, please.

7 THE COURT: Your answer.

8 THE WITNESS: My answer, sorry.

9 I do not believe that was resolved, okay?
10 I did not have an opportunity to discuss it with
11 Mary.

12 I recall that I was hoping you and Mary
13 would come in to meet with Jean and me. That did not
14 occur. I do...

15 So in respecting your request that I not
16 disclose what I discussed with you because I am not
17 sure whether or not what I wrote was to you and Mary
18 or to just you, I don't want to disclose my recall of
19 what I wrote.

20 BY MS. SYKES:

21 Q. Well, Mr. Salam, I have all the e-mails that
22 you wrote to me.

23 Given that -- Let me go back.

24

1 At any point in time -- and you answered
2 this already -- at any point in time was the money...

3 MR. SCHMIEDEL: I object, asked and
4 answered.

5 MS. SYKES: Well, there seems to be
6 confusion here, Your Honor.

7 THE COURT: You can make your best argument.
8 That is argument.

9 MS. SYKES: Okay.

10 THE COURT: But if he answered it already --

11 MS. SYKES: The question is --

12 THE COURT: You only get one time to ask
13 this one question, the same question.

14 BY MS. SYKES:

15 Q. The question is, if there is damage to
16 a property -- Let me...

17 And perhaps people aren't understanding
18 my question.

19 If I bought an insurance policy on
20 an automobile, my husband is under that same --
21 does not have a policy -- you know, he is named
22 on that policy but it's...

23 He is not named on that policy, but he is
24 named on the title of a car.

1 An individual who owns it, who has
2 the policy on the vehicle is in an automobile
3 accident, they prevail in a lawsuit so that the money
4 to damage the automobile as well as their personal
5 damages to self and whatever, the Court awards
6 a check for damages to that automobile.

7 Does not that money go to replace that
8 automobile?

9 MR. SCHMIEDEL: Objection to the form of
10 the question. It assumes so many facts that are not
11 in the evidence, and it doesn't have anything to do
12 with the nature of the settlement of this case.

13 MS. SYKES: Yes, it does. It was
14 a contract.

15 THE COURT: Stop responding.

16 BY MS. SYKES:

17 Q. Was this not a contract --

18 THE COURT: Ask another question.

19 BY MS. SYKES:

20 Q. Was this not a contract dispute?

21 MS. SCHMIEDEL: Objection.

22 THE COURT: Now you have moved on.

23 See, that's the problem when you ask
24 a question because first you asked a question,

1 then there was an objection.

2 MS. SYKES: I withdraw it.

3 BY MS. SYKES:

4 Q. Was there a contract? Was this not
5 a contract dispute?

6 MR. SCHMIEDEL: That was asked I think about
7 an hour and a half ago, and he answered that
8 question.

9 THE COURT: It is in the record.

10 BY MS. SYKES:

11 Q. If you have a contract dispute and it has to
12 go with damages on a particular piece of property,
13 is that property then -- the dispute is over whether
14 or not an insurance company should pay for
15 the replacement or repairs to that property?

16 MR. SCHMIEDEL: Objection to the form of
17 the question, Judge, and it is irrelevant to
18 the issues here.

19 THE COURT: If the Witness can answer
20 the question, I will allow him to answer.

21 THE WITNESS: I have no -- I cannot answer
22 the hypothetical car accident.

23

24

1 BY MS. SYKES:

2 Q. Okay. Your home burns down -- Let me go
3 to...

4 Kevin, at any point in time -- And I asked
5 this question, and this is the only place I will
6 allow you to release attorney-client privilege.

7 At any point in time did you come to me?

8 MR. SCHMIEDEL: Judge, do you want to say
9 something? If she walks down that road --

10 THE COURT: She opens the door.

11 MR. SCHMIEDEL: -- she opens the door.

12 THE COURT: And you can't open it a little
13 bit and close it.

14 MS. SYKES: At any point in time --

15 THE COURT: Let me make sure you understand,
16 you can't open the door and close it. Once you open
17 the door, they have a right to go in that door
18 as well.

19 MS. FARENGA: Your Honor, could I make
20 a continuing objection to this line of questioning?

21 The fact is that Mary Sykes was already
22 added to this cross or countercomplaint. And to beat
23 the horse of why, when it's been answered, and
24 when the question is how much of the money belongs to

1 Mary.

2 That is what the question is, not why
3 she was added.

4 She was added -- The witness explained
5 why she was added, and that is done. I personally
6 just don't see the relevance.

7 MS. SYKES: Objection to Ms. Farenga coming
8 forward and trying to influence the Court with
9 her opinion.

10 THE COURT: You are trying to influence
11 the Court with your statement.

12 MS. SYKES: With her opinion.

13 THE COURT: Just stop, ma'am; just stop;
14 just stop.

15 Ms. Farenga, I want to get this done, and
16 we have 18 more minutes and then we are all leaving.

17 MS. FARENGA: Are we finishing with
18 this witness?

19 THE COURT: Yes, we are going to finish with
20 this witness today.

21 MS. FARENGA: Okay.

22 MS. SYKES: I have a couple of questions.

23 THE COURT: Do you two have anything?

24 MR. SCHMIEDEL: No.

1 THE COURT: You have nothing more.

2 BY MS. SYKES:

3 Q. Was there a final order in this case?

4 A. I believe there was -- Yes, there is a final
5 order at the trial court level in this case.

6 Q. Okay. Was there any cause to believe,
7 whether you were present or not present when
8 the final order was issued, was there any cause
9 to believe that I was not entitled to the moneys from
10 the settlement of Lumbermans?

11 MR. SCHMIEDEL: Objection to any cause to
12 believe.

13 THE COURT: Sustained.

14 BY MS. SYKES:

15 Q. Was there any...

16 Did you at any point or Ms. Moskowitz come
17 to me and say, "Gloria, you are not entitled to
18 this money;" or did Judge Mulhern ever come to me and
19 say, "You are not entitled to this money, you cannot
20 rebuild your home"?

21 MR. SCHMIEDEL: Objection, Judge.

22 He's answered the question about the apportionment
23 agreement a number of times, both on direct and
24 cross-examination. He had no knowledge of it.

1 BY MS. SYKES:

2 Q. So you have no --

3 THE COURT: I think also that this very same
4 question had been asked before and answered before.

5 The objection is sustained.

6 BY MS. SYKES:

7 Q. Okay. Did you write an affidavit regarding
8 this settlement?

9 A. I did prepare an affidavit with respect
10 to...

11 Q. Do you see that affidavit in front of you?

12 A. Exhibit 4, the joint affidavit of Kevin B.
13 Salam and Jean K. Moskowitz, is an affidavit that
14 we both signed; but I recall doing a lot of
15 the drafting on it.

16 Q. No. 5, would you please read No. 5.

17 A. "On or about April 13th, 2006, we met
18 with Mary Sykes and her attorney,
19 Lawrence Abramowitz, to discuss adding her
20 to the case with respect to Counts 4 through
21 7 of the counterclaim (the "joint negligence
22 counts"), and she retained us to represent
23 her solely with regard to those counts."

24 Q. So you acknowledge that Mr. Abramowitz was

1 Mary's counsel of choice regarding this matter in
2 retaining you?

3 A. Yes, I understood Mr. Abramowitz to be
4 representing Mary and advising her with respect to
5 her decision to enter into the contract for legal
6 services, which is Exhibit No. 2.

7 Q. Would you please read No. 9.

8 A. "All settlement funds were disbursed
9 in accordance with the Court's October 17th,
10 2008, order."

11 THE COURT: Read that again.

12 THE WITNESS: "All settlement funds
13 were disbursed in accordance with the Court's
14 October 17th, 2008, order."

15 BY MS. SYKES:

16 Q. And to your knowledge the Court had all
17 the information in front of them to write this order?

18 MR. SCHMIEDEL: Judge, objection. That's
19 been asked. We have been over -- He wasn't in court
20 on the day that the order was entered.

21 THE COURT: Sustained, asked and answered.

22 BY MS. SYKES:

23 Q. Was this court order ever challenged?

24 MR. SCHMIEDEL: Asked and answered.

1 THE COURT: I don't think so.

2 MR. SCHMIEDEL: She asked if there was ever
3 a 214.01 filed.

4 BY MS. SYKES:

5 Q. At any point during the four years/
6 five years that you represented me, did I ever voice
7 any kind of concern, disdain, or do anything that
8 would suggest to you that I would steal, financially
9 exploit, or otherwise mistreat my mother in regarding
10 the Lumbermans case?

11 MR. SCHMIEDEL: Objection to the form of
12 the question, and it would call also for him to
13 elicit attorney-client conversation.

14 MS. SYKES: No, this is an observation.

15 THE COURT: I am going to sustain that.

16 BY MS. SYKES:

17 Q. At any point in time, knowing me
18 as you know me -- this has nothing to do with
19 attorney-client privilege, on a personal level --
20 did you ever see me as an individual or hear me or
21 anything that I said to you that would suggest that
22 I was going to in any way financially exploit,
23 do harm to my mother in any way, or had done harm to
24 my mother in any way?

1 MR. SCHMIEDEL: Same objection and it also
2 calls for -- relevance, but it also calls for
3 the same kind of eliciting of Mr. Salam's opinion
4 as to whether or not Gloria Sykes would exploit her
5 mother is not an issue before the Court.

6 THE COURT: Assumes a fact not in evidence
7 relevant to the relationship.

8 I am going to sustain your objection.

9 BY MS. SYKES:

10 Q. At any point in time would you see me...

11 You claim that I felt that I was entitled to
12 all this money.

13 Is there any point in time that there was
14 any court order or any other document or pleading or
15 suggestion that I was not entitled to all this money?

16 MR. SCHMIEDEL: Objection, asked and
17 answered.

18 THE COURT: I am going to --

19 BY MS. SYKES:

20 Q. Okay. At any point in time we met --
21 Although, I am not asking for attorney-client
22 privilege here.

23 But there was an actual settlement
24 discussion with Judge Mulhern present; is that

1 correct?

2 A. There were settlement discussions with
3 Judge Mulhern present.

4 Q. Of which Judge Mulhern was going back and
5 forth between Lumbermans and --

6 A. Our side?

7 Q. -- our side? Yes.

8 A. Yes.

9 Q. At any point in time did Judge Mulhern
10 bring up or discuss that moneys had to be -- there
11 was money allocated to Mary G. Sykes, Mary G. Sykes?

12 A. I do not recall that being part of
13 the discussions.

14 Q. At any point in time did Judge Mulhern
15 discuss with me that I may not be able to rebuild
16 my house given that we were settling and I was
17 getting "X" amount of dollars for damages on that
18 house?

19 A. I do not recall that being part of
20 the discussion as well.

21 Q. That settlement agreement, do you recall
22 at the end of it that I thanked Judge Mulhern?

23 A. Yes.

24 Q. Do you also recall at any point in time me

1 bringing up that this settlement will help obviously
2 me but also take a lot of pressure off my mother
3 because of the whole situation as a whole
4 emotionally?

5 A. I do recall that.

6 Q. You also recall that during that settlement
7 and prior to, I was concerned about my mother?

8 A. You always have been concerned about
9 your mother.

10 Q. And you also recall that when Lumbermans
11 determined that they were no longer going to pay
12 the hotel, that my mother offered me use and
13 occupancy in her home?

14 MR. SCHMIEDEL: Objection to the relevance.

15 THE COURT: Sustained.

16 BY MS. SYKES:

17 Q. So there is nothing in this affidavit --
18 Of course, Ms. Moskowitz isn't here so I can't ask
19 for her.

20 MR. STERN: Objection to the statements.

21 THE COURT: Noted, and they will be stricken
22 from the record.

23 BY MS. SYKES:

24 Q. So Count 1 is breach of contract, correct?

1 MR. SCHMIEDEL: Judge, please, this has gone
2 over so many different times.

3 MS. SYKES: Well, Your Honor --

4 THE COURT: I don't know what Count --

5 MR. SCHMIEDEL: Cumulative.

6 THE COURT: I don't know what Count 1 refers
7 to.

8 MS. SYKES: That's why I am asking.

9 THE COURT: There are several documents that
10 are out here; and just to say Count 1, I don't know
11 what Count 1 refers to.

12 BY MS. SYKES:

13 Q. Count 1 of the Lumbermans suit, what is
14 Count 1?

15 A. I am referring to the affidavit which is
16 Exhibit 4, paragraph 3, where I do reference that
17 the counts were as follows:

18 As to Count 1 it says breach of contract
19 concerning the homeowner's policy, which only named
20 Gloria Sykes as a named insured.

21 Q. Thank you.

22 Count 2, please.

23 THE COURT: The document will speak for
24 itself.

1 MR. SCHMIEDEL: Yes, Judge. It is not
2 necessary --

3 MS. SYKES: I'd like to read it into
4 the record.

5 MR. SCHMIEDEL: I will offer it into
6 evidence into the record, Judge. There is no reason
7 for it to be read into the record.

8 THE COURT: And that's much better.

9 BY MS. SYKES:

10 Q. Mr. Salam, the three, four, five years that
11 you represented me in Lumbermans versus Gloria Sykes,
12 would you have participated in this or kept going
13 if you believed at any point in time I would not be
14 able to prevail and remodel or refix or rebuild
15 my home and move back into it?

16 MR. SCHMIEDEL: Objection, relevance to
17 the question.

18 MS. SYKES: It is very relevant, Your Honor.
19 It is very relevant.

20 THE COURT: No, not really.

21 MS. SYKES: Your Honor...

22 BY MS. SYKES:

23 Q. Okay. Mr. Salam, did my mother ever or
24 through her attorney Larry -- I can't pronounce

1 his last name -- did they ever come to you and
2 they say that we want a portion of the damages
3 to the property?

4 MS. FARENGA: Objection, hearsay.

5 MR. SCHMIEDEL: Objection.

6 MS. SYKES: Again, we are talking about
7 the appropriation deal.

8 THE COURT: Sustained, sustained.

9 BY MS. SYKES:

10 Q. And at no time prior to or after this
11 settlement did anybody -- including Carol Thorpe,
12 who was familiar with this case -- come to you or
13 the Court and object on any level?

14 MR. SCHMIEDEL: Judge, please, that has been
15 absolutely asked five or six different times.

16 THE COURT: I don't think --

17 BY MS. SYKES:

18 Q. Was Carol --

19 THE COURT: Oh, you are going to withdraw
20 the question?

21 Go ahead.

22 MS. SYKES: Your Honor, first I am going to
23 ask this question.

24

1 BY MS. SYKES:

2 Q. Was Carol Thorpe ever brought up in any kind
3 of depositions by Lumbermans?

4 MR. SCHMIEDEL: Objection, relevance.

5 MS. SYKES: It is very relevant, Your Honor.

6 MR. SCHMIEDEL: It is not relevant.

7 THE COURT: I am going to let you answer.

8 THE WITNESS: Not that I recall.

9 BY MS. SYKES:

10 Q. Do you not recall that when we had
11 my Dr. Diamond, that Lumbermans was trying to say
12 that my situational post traumatic stress disorder
13 was not also due to the problems with Carolyn Thorpe?

14 A. I do not recall the details of that
15 deposition.

16 Q. Okay. Was there any reason for you to
17 believe that Carolyn Thorpe was not familiar with
18 this lawsuit?

19 MR. SCHMIEDEL: Judge, it has nothing to do
20 with Mary's entitlement. She was not under --

21 MS. SYKES: It does.

22 MR. SCHMIEDEL: -- guardianship at the time.

23 THE COURT: Sustained.

24

1 BY MS. SYKES:

2 Q. Kevin, was there any point in time --
3 this is not attorney-client privilege -- after
4 we settled, do you recall that we went out and
5 had a glass of wine?

6 MR. SCHMIEDEL: Objection, asked and
7 answered and totally irrelevant.

8 THE COURT: Sustained.

9 BY MS. SYKES:

10 Q. While we were there having a glass of wine
11 and celebrating, who purchased the wine?

12 MR. SCHMIEDEL: Objection, who cares?

13 MS. SYKES: Because it is important.

14 MR. SCHMIEDEL: Relevance.

15 THE COURT: And I will sustain
16 the objection.

17 BY MS. SYKES:

18 Q. At any point in time when we were talking
19 after the settlement meeting prior to the signing of
20 any of these contracts, when we were there
21 celebrating did you discuss with me that I --
22 that moneys from this should be appropriated to
23 Mary G. Sykes?

24

1 MR. SCHMIEDEL: Objection, relevance and
2 the door is opening up.

3 THE COURT: She is opening up the door --

4 MS. SYKES: No.

5 THE COURT: -- for invasion of
6 the attorney-client privilege.

7 MS. SYKES: No, it is not. We are
8 celebrating.

9 THE COURT: No, you are.

10 MS. SYKES: It is over with.

11 THE COURT: No.

12 BY MS. SYKES:

13 Q. Okay. After you no longer...

14 After the court order was signed, you wrote
15 me e-mails and you also told me at this point
16 your services to me were complete; is that correct?

17 A. I believe at some point after that --
18 what I believe the last order we have been referring
19 to, now based on the affidavit I believe it would
20 have been October 17th, 2008 -- I do believe at some
21 point I did indicate to you I was no longer
22 your lawyer and was done.

23 Q. Okay. So after that was done, we still had
24 some conversations, correct? You weren't my lawyer

1 anymore, but we had conversations?

2 A. Well, I recall you sent some e-mails.
3 I don't recall if I responded to them. I remember
4 there was numerous calls or e-mails over the course
5 of the next year and a half about you getting
6 your file.

7 Q. Getting a file.

8 Do you recall conversations now about me
9 rebuilding my property?

10 MR. SCHMIEDEL: Objection, relevance.
11 It has nothing to do with whether or not Mary Sykes
12 was entitled to settlement proceeds.

13 MS. SYKES: Your Honor --

14 THE COURT: Also it is not clear when
15 these conversations took place.

16 MS. SYKES: Your Honor --

17 THE COURT: I am going to sustain
18 the objection to the question as it was posed.

19 MS. SYKES: Your Honor --

20 MR. SCHMIEDEL: Judge, I also make another
21 objection. This is not an endurance test.

22 At some point in time I think we have to
23 control -- we have to end the cross-examination.
24 We have gone well beyond the scope of my examination.

1 We have been here --

2 THE COURT: That is an excellent point.
3 You are absolutely right. You are absolutely right.

4 MS. SYKES: Your Honor --

5 THE COURT: This is beyond the scope.

6 MR. SCHMIEDEL: Well beyond the scope.

7 MS. SYKES: Your Honor, my argument is this,
8 how is it that --

9 THE COURT: It is not time for argument yet.

10 MS. SYKES: How is it, Your Honor --

11 THE COURT: It is not time for argument yet.

12 MS. SYKES: Okay. It is not anything about
13 arguing this case.

14 THE COURT: Then it doesn't belong here.

15 MS. SYKES: My concern is that Mr. Schmiedel
16 here is directing as to what can be asked,
17 what cannot be asked. So it is so narrow that --

18 THE COURT: That's right.

19 MS. SYKES: -- that he can fall into
20 a situation.

21 THE COURT: That is right.

22 MS. SYKES: Okay.

23 THE COURT: That's the way this works.

24

1 MS. SYKES: Which is not fair. It is not
2 due process.

3 BY MS. SYKES:

4 Q. And, again, was there a final order
5 in this case?

6 MR. SCHMIEDEL: Judge, please.

7 THE COURT: Asked and answered.

8 MR. SCHMIEDEL: Argumentative.

9 THE COURT: And I sustain your objection.
10 I think we pretty much have covered
11 everything.

12 Thank you very much for coming.

13 THE WITNESS: Thank you, Your Honor.

14 THE COURT: All right. It is 5:00 o'clock.

15 MR. STERN: I have one question.

16 THE COURT: You have one question?

17 MR. STERN: I do.

18 THE COURT: What is your one question?

19 CROSS-EXAMINATION

20 BY MR. STERN:

21 Q. Did Larry Abramowitz file an appearance
22 in the Lumbermans case?

23 A. Not that I am aware of.

24 MS. SYKES: I have a question after that.

1 THE COURT: Now, what you ask has to relate
2 to what was just asked by Mr. Stern.

3 RE CROSS-EXAMINATION

4 BY MS. SYKES:

5 Q. Mary G. Sykes, at all time he was
6 her counsel regarding anything that had to do with
7 this Lumbermans case?

8 A. I am not aware of exactly what he did or
9 didn't represent her in. I am aware of his
10 representation of her with respect to advising her
11 on this contract for legal services.

12 Q. And did you know or not know that
13 Mary G. Sykes went and spoke with Mr. Larry,
14 can't remember his name --

15 MS. FARENGA: Objection, beyond the scope.

16 BY MS. SYKES:

17 Q. -- prior to?

18 Do you know if Mary G. Sykes spoke with
19 anybody, any attorney, prior to signing any of these
20 documents?

21 MR. SCHMIEDEL: Objection, it is certainly
22 beyond the scope.

23 THE WITNESS: I do not know.

24 MS. SYKES: No, it is not beyond the scope.

1 MR. SCHMIEDEL: All right.

2 MS. SYKES: Because Mary G. Sykes --

3 THE COURT: The answer was "no."

4 MR. SCHMIEDEL: Okay.

5 THE COURT: This is not the day for
6 argument. This was a day for questioning a witness.

7 Thank you very much for staying, sir.

8 THE WITNESS: Thank you.

9 THE COURT: And the next time you are here
10 is May what?

11 MS. FARENGA: April 23rd.

12 MR. SCHMIEDEL: Which is an issue.

13 THE COURT: April 23rd.

14 It is an issue?

15 MR. SCHMIEDEL: It is an issue with me
16 at this point.

17 THE COURT: And thank you again.

18 THE WITNESS: Have a nice day.

19 MR. SCHMIEDEL: I don't know if Dr. Shaw is
20 going to be available.

21 THE COURT: Okay. Do you want to strike
22 the 23rd?

23 MR. SCHMIEDEL: I would like to strike
24 the 23rd.

1 THE COURT: Are you listening, Ms. Sykes?
2 I want to make sure you hear this.

3 MS. SYKES: I am listening; I am listening.

4 MR. SCHMIEDEL: And when are we up --
5 when are we up next?

6 THE COURT: You know, my clerk is gone and
7 I cannot operate this computer.

8 It is May something, isn't it?

9 MR. STERN: I have May 11th at 10:00 o'clock
10 in my calendar, Your Honor.

11 MR. SCHMIEDEL: I would suggest that we pick
12 a day on May 11th and continue the hearing. Then
13 I will have enough time between now and then to talk
14 to Dr. Shaw.

15 THE COURT: All right. May 11th is the next
16 time.

17 MS. SYKES: Your Honor, I am not going to be
18 around. There is extraordinary circumstances going
19 on right now in my life, and I will not be around.
20 It is part of work and it is...

21 THE COURT: Let me ask you to do this:

22 Will you give an address even if it is
23 someone else's address.

24

1 MS. SYKES: I've got my address. It is
2 6016 North Avondale. That's my home. That's where
3 I get my mail and, you know, that's my address.

4 THE COURT: And I would even ask you, sir,
5 if I get a second address.

6 I want to see if there is another way so
7 we can be sure that you receive any mail sent to you.
8 Particularly when we are setting up a time when
9 the Doctor will be coming back, when Mr. Schmiedel
10 appears here again on May 11th, and you can explain
11 you won't be able to be here.

12 MS. SYKES: They can e-mail me, Your Honor.
13 We have e-mail. It is Gloami@msn.com. They can
14 communicate with me.

15 THE COURT: I know you think that and
16 you would think the courts would be participating
17 in all this new stuff, but -- not very new now --
18 but they aren't and paper is required.

19 MS. SYKES: That's fine.

20 Then mail it to my property. I get
21 my property unless, of course, they continue to take
22 my mail.

23 But at such point I have been getting
24 my mail, and again I am working with the U.S.

1 Postmaster. There is still an inspection about mail
2 being removed, unauthorized control of my mail, but
3 I have been getting the mail.

4 THE COURT: There is no other address?

5 MS. SYKES: No, no other address.

6 THE COURT: The next date, so you know, is
7 May 11th. And keep that in mind because you might
8 even want to call the court and the receptionist to
9 give you the next date that has been set.

10 MS. SYKES: Right.

11 THE COURT: I am trying to give you
12 alternative ways that you can keep track of
13 what's going on in case there is going to be a trial.

14 MS. SYKES: Your Honor, I look at the docket
15 all the time.

16 THE COURT: Okay.

17 MR. SCHMIEDEL: Judge, the other thing
18 I would like, I would move for admission of
19 Exhibits 1 through 5. Mr. Salam identified them.

20 THE COURT: Any objection?

21 MS. SYKES: I do have an objection, that
22 I didn't receive these prior to and therefore --

23 THE COURT: That's not now...

24

1 They were timely prepared,
2 timely presented in court --

3 MS. SYKES: No, they weren't, Your Honor.

4 THE COURT: -- on the 30th of March. I was
5 here, and it was at my request that they were mailed
6 out.

7 MS. SYKES: I was given no advanced notice.

8 THE COURT: That was in the order.

9 They were to be exchanged on that date.

10 I will enter -- I will allow these exhibits
11 to be entered into the record over your objection.

12 MS. SYKES: Oh.

13 MR. SCHMIEDEL: Thank you, Judge.

14 THE COURT: Thank you.

15 (Whereupon, Exhibit Nos. 1
16 through 5 marked for
17 identification were
18 received into evidence.)

19

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24

1 MR. SCHMIEDEL: I will hold onto
2 the exhibits and do it all at once when the clerk is
3 here.

4 THE COURT: Yes, exactly. We will ask you
5 to do that.

6 MR. SCHMIEDEL: Thank you, Judge. Thank you
7 for your patience and your time.

8 MS. SYKES: Thank you, Your Honor.

9 THE COURT: You're welcome.

10 MS. SYKES: Have a wonderful weekend.

11 THE COURT: I hope whatever is going on
12 in your life -- you said something new is going on --
13 I hope it turns out to be a good thing.

14 MS. SYKES: Your Honor, it all will be taken
15 care of.

16 MR. SCHMIEDEL: Yes, it will.

17 MS. SYKES: According to the law.

18 Please e-mail me a copy of today's order.

19 MR. SCHMIEDEL: I will mail you a copy
20 because you say you don't respond to e-mails.

21 MS. SYKES: Your Honor, I am so sorry.

22 They used to in the past always e-mail me
23 courtesy copies even though they put it in the mail.

24

1 I would really respect that they can e-mail
2 me a courtesy copy like they used to in the past.

3 THE COURT: I don't know if I have
4 the authority to require them.

5 MR. SCHMIEDEL: Judge --

6 MS. SYKES: I am not asking you to require.
7 I am just saying, let's get some courtesy here.

8 THE COURT: I don't know if that is required
9 in the rules of the Circuit Court.

10 MR. SCHMIEDEL: Here is my point:

11 We did that before for Ms. Sykes and
12 then she e-mailed us back and said this was not
13 proper service, that we had to mail it to her.

14 MS. SYKES: That was a motion, okay? It was
15 not an order, Mr. Schmiedel. Quit trying to lie.

16 THE COURT: His only responsibility is to
17 mail it to you.

18 Thank you very much.

19 MS. SYKES: Okay. Your Honor, if I am
20 not --

21 MS. FARENGA: Thank you.

22 MS. SYKES: Your Honor, if I am not in town,
23 okay, somebody else is picking up my mail.

24

1 THE COURT: That's good. That's a good
2 thing.

3 Good night, everybody.

4 MS. SYKES: That's fine, that's fine.

5 THE COURT: The court is now -- more than
6 recessed -- down. Court is down. This is over.

7 MR. STERN: Thank you, Your Honor.

8 (Whereupon, which were all
9 the proceedings had in
10 the above-entitled cause.)

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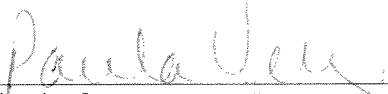
1 STATE OF ILLINOIS)
2) SS.
3 COUNTY OF C O O K)

4 I, PAULA A. VERING, an Official Court
5 Reporter for the Circuit Court of Cook County,
6 Illinois, do hereby certify that I reported in
7 shorthand the proceedings had on the hearing in
8 the above-entitled cause; that I, therefore, caused
9 the foregoing to be transcribed into typewriting,
10 which I hereby certify to be a true and accurate
11 transcript of the proceedings.

12

13

14



Official Court Reporter
C.S.R. No. 084-003159
Circuit Court of Cook County
County Department-Probate Division

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23 Dated this 1st day

24 of June, 2012.