

**IN THE CIRCUIT COURT OF THE TWENTY-SECOND JUDICIAL CIRCUIT
MCHENRY COUNTY, ILLINOIS**

Received per local court rule 1.19(c)

Christine M. Interrante,)	
)	
Plaintiff,)	
)	
v.)	Case No. 18 LA 000370
)	Jury Demand
The Law Offices of Thomas J. Popovich, P.C.,)	Judge Thomas A. Meyer
and Thomas J. Popovich,)	(Room 201)
)	
Defendants.)	

**DEFENDANTS THE LAW OFFICES OF THOMAS J. POPOVICH, P.C.
AND THOMAS J. POPOVICH'S MOTION/MEMORANDUM IN SUPPORT OF
THEIR MOTION FOR SUMMARY JUDGMENT**

Defendants, The Law Offices of Thomas J. Popovich, P.C. and Thomas J. Popovich (collectively "Popovich") by and through their attorneys Karbal, Cohen, Economou, Silk, & Dunne, LLC, pursuant to 735 ILCS 5/2-1005, submit this Motion/Memorandum in Support of their Motion for Summary Judgment, and state as follows:

I. INTRODUCTION

Plaintiff Christine M. Interrante "Chris or Christine" was represented by Tom Popovich and Law Offices of Thomas J. Popovich, P.C. (collectively "Popovich") in a marriage dissolution action against her now ex-husband Tim Interrante "Tim." Popovich substituted as Christine's counsel on December 6, 2013. Discovery was undertaken, Popovich prosecuted motions to compel, and the case was tried over multiple days in early 2015. Popovich filed a 33 page closing argument, and Judge Kevin G. Costello issued a Memorandum Decision and Order "Judgment" on April 27, 2015. Christine was dissatisfied with the Judgment.¹

Popovich filed a motion to reconsider, which was granted in part and denied in part on November 10, 2015. Attorney Carl Gilmore substituted for Popovich on May 24, 2016. Over

¹ Christine never paid a dime for Popovich's services.

two years and 4 months later, on October 19, 2018, Christine untimely filed the instant legal malpractice action against Popovich. Christine's Complaint makes a vague and meager attempt to plead a late discovery of her claim and injury, but she falls remarkably short of meeting her burden. Here the overwhelming evidence establishes that Christine was dissatisfied with her counsel and disappointed with Judge Costello's Judgment. While still represented by Popovich, she sought the advice of a Craig Krandel, a business attorney, and learned that a large asset she was awarded in the dissolution was encumbered by a lien of over half a million dollars. Krandel informed her of the lien, and was critical of Popovich for not learning of the lien and reporting it to her. It was at that point, at the latest, that Christine knew or should have known of her claim and damages, and became obligated to inquire and investigate further. Moreover, the allegations surrounding her late discovery of the malpractice in October 2016, are not supported by her own testimony or the testimony of the bankruptcy lawyer she retained at that time. Under any analysis, her complaint was untimely filed. Summary Judgement is mandated.

II. STATEMENT OF CLAIM

Christine filed her 1(one) count Complaint at Law ("Complaint") (Exhibit 1) for Legal Malpractice on October 19, 2018. Christine alleges she was in a contentious divorce proceeding in McHenry County Illinois, case no. 13 DV 725. (Ex. 1, ¶1). She alleges during 2013 she consulted with Popovich regarding the handling of her divorce matter. (Ex. 1, ¶5). She alleges that Popovich on many occasions violated the standard of care in his representation by negligently performing many of his duties in connection with the handling of the dissolution matter, and breached his duty by committing the following negligent acts or omissions.

- (a) Charged unreasonable legal fees for unnecessary work well in excess of One Hundred Thousand (\$100,000.00) Dollars;
- (b) Failed to conduct the necessary discovery to not only determine the value of INTERRANTE's about to be ex-husband's business but to determine the

- value of many assets that INTERRANTE and her husband had accumulated during the period of marriage;
- (c) Of equal importance to the failure to discover the value of the aforesaid assets, POPOVICH also failed to discover loans and loan values existing on and over the subject assets of the marriage;
 - (d) Gave assets of INTERRANTE to her then former husband at a time when her husband owed substantial amounts of money to her;
 - (e) Demanded a commercial building that was an asset of the marriage for INTERRANTE giving away numerous other assets to INTERRANTE's former spouse without realizing that the aforesaid commercial building had over Five Hundred and Thirty Thousand (\$530,000.00) dollars in debt and which had not been being paid on time together with other numerous unpaid amounts of real estate taxes;
 - (f) Agreed with his opponent that INTERRANTE would refinance the aforesaid commercial building knowing full well that INTERRANTE did not have suitable credit in order to obtain such a loan; and
 - (g) Advised INTERRANTE to stop paying on her home equity line of credit on a home that had over Four Hundred Thousand (\$400,000.00) Dollars in equity.

(Ex. 1, ¶10)

Christine terminated her relationship with Popovich on April 4, 2016 and her new attorney substituted his appearance for Popovich on May 24, 2016. However, Christine then alleges that it was not until immediately filing complaints with a regulatory agency that she discovered during October of 2016 the wrongful behavior of Popovich which he had continued to conceal from her. (Ex. 1, ¶14). Popovich answered the Complaint in March 1, 2019, denying all material allegations and asserting affirmative defenses, including the Second Affirmative Defense, Statute of limitations.

III. UNDISPUTED MATERIAL FACTS

The following facts are gleaned from depositions and affidavits of witnesses below:

A. Christine Interrante Discovery Deposition (Exhibit 2)²

² Where deposition transcripts are attached to the Motion/Memorandum, they are attached without the deposition exhibits. The deposition exhibits will be furnished upon request and supplement the record if necessary.

Christine was first represented in her divorce from Tim by Attorney Scott Hiera in case no. 13 DV 725. (Ex. 2, pp. 24 and 25). The Popovich Law Office substituted as her counsel on December 6, 2013 after she terminated Hiera. (Ex. 2, p. 26). She did not pay Popovich initially or agree on an hourly rate or provide him money for costs that might be incurred in the case. (Ex. 2, p. 32). Her divorce from Tim was bitter and Tim was evasive with respect to doing what he was supposed to do in the lawsuit. (Ex. 2, p. 36). Popovich filed motions to compel discovery because Tim was not answering it properly and was not paying child support as required. (Ex. 2, p. 37). She has not paid Popovich for any of his services including a single text message, letter, meeting, drafting of pleadings and discovery, or subpoenas and trial. (Ex. 2, pp. 45-47). On January 21, 2014, Popovich filed a motion to compel because Tim was not properly answering discovery. (Ex. 2, p. 51).

Christine read Judge Costello's ruling on April 27, 2015. She does not recall whether she discussed it with Popovich shortly thereafter. (Ex. 2, pp. 61 and 62). In March 2016, there were 8 contested motions pending in the case. (Ex. 2, p. 62). She cannot recall when she filed for bankruptcy, but was represented by Attorney Thomas Lynch from Hickory Hills. (Ex. 2, pp. 64 and 65). She discovered Popovich's wrongful behavior in October 2016 when she was trying to consolidate debt and tried to file bankruptcy " ... and at the advice of the bankruptcy attorney ... he was looking at everything and ... on his advice ... they just said this does not look right." (Ex. 2, p. 73). Popovich withdrew on May 24, 2016, and Christine does not recall whether she ever spoke to Popovich after that date. (Ex. 2, p. 75). Popovich did not communicate with her or conceal anything during the five month period following his withdrawal. (Ex. 2, p. 77). Carl Gilmore substituted as her attorney on May 24, 2016. (Ex. 2, p. 77).

Tom Lynch did not specifically provide Chris an opinion as to how Popovich breached the standard of care in his representation, what he did wrong, or why the result was Popovich's fault. (Ex. 2, p. 81). On cross examination Chris was asked if there is any lawyer besides her lawyers in this case that have given her an opinion that the mess she was in was Popovich's fault. She testified, "I also had Craig Krandel, I believe yes." She consulted with Krandel while Popovich was still her attorney. At the time she met with Krandel she knew there was HELOC on the home. Krandel specifically told her that Popovich caused the damages to her. (Ex. 2, p. 85). Chris became aware that she was damaged as a result of Popovich committing legal malpractice when she found out that the Blue Star Building was going to be in foreclosure. (Ex. 2, p. 101). Chris never instructed or authorized Popovich to hire any expert private investigator, financial experts, or accountants. (Ex. 2, pp. 104 and 105). There was nothing preventing her from asking Carl Gilmore about any issues with the representation by Popovich. (Ex. 2, p. 109). Chris did not recall whether she fired Popovich. (E. 2, p. 136). Chris does not know whether Popovich actively concealed or hid information from her in any respect. (Ex. 2, p. 140).

B. Jack Misch Discovery Deposition (Exhibit 3)

Misch is Christine's godfather and brother-in-law (he is married to Christine's sister and sponsored Christine when she converted to Catholicism). (Ex. 3, pp. 9 and 10). Misch was in the office many times with Chris and Popovich in McHenry, Illinois. Chris and Popovich had difficulty throughout the divorce obtaining discovery from Tim and in obtaining income documentation during the divorce. Misch believes Tim hid a lot of things, including documents. (Ex. 3, p. 23). Misch is familiar with some of the difficulties Chris had with obtaining documents from Tim at that time, and was still satisfied with Popovich during 2014. (Ex. 3, p. 24). Misch attended court hearings before trial, and at trial. (Ex. 3 pp. 26 and 27). He may have attended four

or five trial dates. Misch believes that Tim Interrante was lying about most of his testimony and the subjects of his finances. At the time of trial, Misch thought Popovich was doing a good job, including during his cross-examination of Tim. (Ex. 3, pp. 29 and 30).

The judge issued a written opinion on April 27, 2015. Christine, Popovich, and Misch read the opinion in offices in the courtroom when the opinion was issued. The opinion was about 20 pages long. (Ex. 3, p. 32). On that day he remembers that at that time Chris did not know that there was debt on the building. He testified, “If I remember, we weren’t too happy because Chris got stuck with the HELOC loan too”, relative to the family home. Chris was awarded the home by Judge Costello. (Ex. 3, p. 33). She was awarded a commercial building in Johnsbury, Illinois known as the Blue Star Building. Chris was flabbergasted when she found out there was half a million dollars of debt on that building along with taxes. (Ex. 3, p. 34). “I believe when Chrissy found out about all the debt was when she – I don’t remember his name but when she got the other lawyer. I was sitting in the office with him. I forget his name. We were in there ten minutes and he brought up the debt on the building and we were thinking how could he bring up the debt that fast and Popovich never brought up the debt.” That attorney was Craig Krandel. (Ex. 3, pp. 35 and 36). Chris went to see Craig Krandel because, “We just were not satisfied with what Tom did. He kept telling us not to worry about the mortgage on the house. He even told Chrissy not to pay the payments on the building.” (Ex. 3, p. 39).

Chris consulted with Krandel while Popovich was still her lawyer. While in Krandel’s office, Mr. Krandel accessed something on his computer and was able in ten minutes to tell Chris and Misch what debt there was on the Blue Star Building. At that time Krandel said, “I don’t understand why Mr. Popovich couldn’t have told you this debt was on the building a year ago,

months ago.” He said, “It’s there and it’s not on new machinery, it’s on the building and so are the back taxes.” (Ex. 3, p. 41).

After attending meetings between Chris and Attorney Krandel, Misch had discussions with Chris about Popovich remaining as her divorce lawyer. Misch probably suggested to Chris that she find a new attorney. (Ex. 3, pp. 43 and 44). Chris then fired Popovich and went to see another divorce lawyer named Carl Gilmore. Misch testified that it was his understanding Judge Costello did not know there was debt on the building. Ultimately, Chris retained Mr. Krandel to help her with her foreclosure [on the home] at the same time Popovich was still representing her in the divorce. She became dissatisfied with Popovich and then met with Carl Gilmore once or twice and retained him for the ongoing dissolution proceedings. (Ex. 3, p. 50).

C. Craig Krandel Affidavit (Exhibit 4)

In connection with his law practice, he represented Christine M. Interrante between November 2015 through May 2016. Ms. Interrante sought his advice relative to business and financial matters. (Ex. 4, ¶3). Early in his representation, they discussed the value of an industrial building located at 5701 Weatherstone Way, Johnsburg, IL 60051 which she was awarded in her divorce. That building was once the business residence of a business owned by Tim Interrante, Ms. Interrante’s now ex-husband. (Ex. 4, ¶4). Early on in his representation of Ms. Interrante, he determined that there was a lien on the above referenced building. (Ex. 4, ¶5). Shortly after his initial meeting with Ms. Interrante, on or about December 11, 2015, Krandel sent a letter (Exhibit A to his Affidavit) to the lender holding the mortgage on the building located at 5701 Weatherstone Way, Johnsburg, IL 60051 noting that Ms. Interrante had just discovered the issue of the loan as existing against the property per his involvement in the matters related to the building. (Ex. 4, ¶5).

Exhibit 4A is a December 11, 2015 Letter from Krandel to American Chartered Bank, countersigned by Interrante and requesting a copy of the note and mortgage (Ex. 4A).

D. Tom Lynch Discovery Deposition (Exhibit 5)

Christine came to see Lynch in October 2016 attempting to keep a house, and at some point her bankruptcy case [he filed] was dismissed. (Ex. 5, p. 18). If a person believes that they have a claim against their attorney because they are not happy with the way things “came down”, Lynch lists the claim because that is a potential asset in the bankruptcy. (Ex. 5, p. 22). Lynch does not know exactly how the issue of the claim developed. Lynch did not tell Christine that Popovich breached the standard of care, committed malpractice, or that he damaged or injured her. (Ex. 5, p. 43). Lynch does not recall any discussion about suggesting that Christine make an ARDC complaint against Popovich, and he is generally not inclined as a lawyer to recommend people make ARDC complaints against people.

E. Tom Popovich Discovery Deposition (Exhibit 6)

Christine was awarded a lot of assets in the divorce judgment, but in his opinion, she was saddled with an unfair amount of the debt. (Ex. 6, p. 22). He did not obtain an appraisal on the marital home because he was worried the it would appraise higher than the \$495,000 the judge valued it (Ex. 6, p. 27). He argued that Tim Interrante was an incredible liar in the closing argument. (Ex. 6, p. 32). Both Popovich and Christine were disappointed in the result but they did not discuss it after Popovich withdrew. (Ex. 6, p. 53). Christine directed Popovich to serve a notice of eviction to the Blue Star tenant the day the judgment of dissolution was entered. (Ex. 6, p. 53). On the motion to reconsider, the judge reopened the proofs, the mortgages were introduced, and the court did not modify that portion of the award. (Ex. 6, p. 67). During the representation Christine never authorized Popovich to hire a vendor, expert, or investigator or spend money on

anything, including subpoenas. (Ex. 6, p. 68) She never authorized him to appeal any order entered in the case. (Ex. 6, p. 69).

IV. LEGAL STANDARD

The purpose of summary judgment is not to try a question of fact but to determine whether there is a genuine issue of material fact. *N. Ill. Emergency Physicians v. Landau, Omahana, & Kopka, Ltd.*, 216 Ill. 2d 294, 305 (2005). Summary judgment is proper if, when viewed in the light most favorable to the nonmovant, the pleadings, depositions, admissions, and affidavits on record establish that there is no genuine issue of material fact and that the movant is entitled to judgment as a matter of law. *Id.* A defendant moving for summary judgment may meet the initial burden of production by either affirmatively showing that some element of the case must be resolved in defendant's favor, or by showing the absence of evidence supporting the plaintiff's position on one or more elements of the cause of action. *Hutchcraft v. Independent Mechanical Industries, Inc.*, 312 Ill App. 3d 351, 355 (4th Dist.,2000). The plaintiff is not required to prove his case at the summary judgment stage; in order to survive a motion for summary judgment, he must present a factual basis that would arguably entitle him to a judgment. *Robidoux v. Oliphant*, 201 Ill. 2d 324, 335 (2002).

V. ARGUMENT

A. Christine's legal malpractice claim against Popovich is time barred by the two (2) year statute of limitations set forth in 735 ILCS 5/2-614.3.

735 ILCS 5/13-214.3(b) reads as follows:

- (b) An action for damages based on tort, contract or otherwise (i) against an attorney arising out of an act or omission in the performance of professional services [...] must be commenced within 2 years from the time the person bringing the action knew or reasonably should have known of the injury for which damages are sought.

735 ILCS 5/13-214.3(b).

While Popovich denies breaching any standard of care or proximately causing her any damages, assuming *arguendo* there was malpractice, Christine knew of her injury and that it was wrongfully caused when she fired Popovich. Though her allegations of various breaches of the standard of care are nebulous and unspecific in many ways, in summary, she is unhappy with Popovich's representation and the ultimate result (Judgment). The undisputed facts establish that everything she complains about, from the alleged lack of discovery in the marriage dissolution action, to Popovich's alleged failure to discover a lien on the commercial building she was awarded, was all known to her before she terminated Popovich. Her alleged injuries were discovered when the Judgment was rendered, modified, when she consulted with Popovich about the Judgment and when she consulted with Craig Krandel and he informed her of the lien greater than \$500,000.

In her Complaint, Christine alleged that Popovich concealed his malpractice from her, but her own testimony does not bear out any such concealment. She attempts to plead that she did not discover the malpractice and her injury until she met with a bankruptcy attorney, Tom Lynch, but her anticipatory pleading was not supported by his testimony, or more importantly, her own. Under any analysis, Christine knew or should have known of the alleged malpractice and her injury by the time she fired Popovich and immediately retained a new divorce attorney, Carl Gilmore, on May 24, 2016. Accord *Gale v. Williams*, 299 Ill. App. 3d 381, (3rd Dist. 1998) where the court found that Plaintiff, a signatory to a judgment for dissolution, knew or should have known of the alleged injury at the time of the judgment.

The two-year statute of limitations for legal malpractice under 735 ILCS 5/13-214.3(b) incorporates the discovery rule which delays commencement of the statute of limitations until the plaintiff knows or reasonably should have known of the injury or that may have been wrongfully

caused. *Scheinblum v. Schain Banks Kenny & Schwartz, Ltd.*, 2021 IL App. (1st) 200798 at [*P24], quoting *Dancor International, Ltd. v. Friedman, Goldberg & Mintz*, 288 Ill. App. 3d 666 (1st Dist. 1997). Under this rule, the statute of limitations begins to run when the injured party “has a reasonable belief that the injury was caused by wrongful conduct, thereby creating an obligation to inquire further on that issue.” *Scheinblum* at [*P24] citing *Janousek v. Katten Muchin Rosenman LLP*, 2015 IL App (1st) 142989. Under the discovery rule, “a statute of limitations may run despite the lack of actual knowledge of negligent conduct.” *SK Partners I, LP*, 408 Ill. App. 3d at 130 (1st Dist. 2011). A “person knows or reasonably should know an injury is ‘wrongfully caused’ when he or she possesses sufficient information concerning an injury and its cause to put a reasonable person on inquiry to determine whether actionable conduct had occurred.” *Janousek* at [*p13]. Under Illinois law, the burden is on the injured party to inquire further as to the existence of a cause of action. “When a plaintiff uses the discovery rule to delay the commencement of the statute of limitations, the burden is on the plaintiff to prove the date of discovery.” *Dancor* at 673. Identification of one wrongful cause of the plaintiff’s injuries initiates his limitations period as to all other causes. *Carlson v. Fish*, 2015 IL App (1st) 140526 at ¶39.

In *Blue Water Partners, Inc. v. Mason*, 2012 IL App (1st) 102165, the Appellate Court again had the occasion to examine the discovery rule under the two year legal malpractice statute of limitations. The court ruled that the statute of limitations begins to run when the purportedly injured party “has a reasonable belief that the injury was caused by wrongful conduct, thereby creating an obligation to inquire further on that issue.” *Blue Water Partners* at [*P51]. In that case, the court found little dispute that the plaintiff acted on its obligation to inquire further on possible wrongful conduct when consulting with an attorney about potential claims, albeit the Plaintiff lacked diligence in filing the suit.

In the recent Illinois Supreme Court case *Suburban Real Estate Servs. v. Carlson*, 2022 IL 126935, the court distinguished between transactional malpractice and legal malpractice arising out of litigation. The court explained that when the attorney’s negligence arises out of underlying litigation, no injury exists, and therefore no actionable claim arises, unless and until the attorney’s negligence results in a loss of the underlying cause of action. The court explained that in “this type of legal malpractice claim, commonly referred to as a ‘case within a case,’ the allegation is that the client suffered a monetary loss and but for the attorney’s negligence the client would have recovered in the underlying litigation.” *Suburban Real Estate* at [*P19] and [citing *Tri-G, Inc. v. Burke, Bosselman & Weaver*, 222 Ill. 2d 218 (2006). In *Fox v. Seiden*, 382 Ill. App. 3d 288 (1st Dist. 2008), the appellate court analyzed the requirement of actual damages and held that where malpractice was alleged in the prosecution of a case, the entry of judgment in that underlying case, as opposed to the payment of judgment, is sufficient to establish the element of damages in order to state a legal malpractice claim. *Fox* at 297, 299. Here, Christine was aware of the “adverse” judgment on April 27, 2015.

On its face, Christine’s legal malpractice complaint is time barred. She bears the burden of proving a date of discovery that can salvage her claim, but she has never met that burden. Her deposition testimony and pleadings are vague and inconsistent with respect to 1) how her attorney client relationship with Popovich was terminated, 2) how Popovich breached the standard of care, and 3) when and how she became aware that her injury was wrongfully caused.

B. TERMINATION

Obviously mindful of the statute of limitations defense that has been raised in this case, Christine’s testimony regarding her termination of Popovich is evasive, to say the least. But the burden here is hers. Christine’s testimony at pages 147-155 of Exhibit 2 in which she claims that she

does not know why Popovich ceased his representation and does not recall whether she terminated him or he withdrew, is contradicted by Jack Misch's testimony and her own May 3, 2016 text message to Popovich saying "Tom, I have decided to get a new attorney, his name is Carl Gilmore and Martin Coonan will be assisting him. They will be contact you shortly. Thank you." (Exhibit 7). Misch also testified at pages 41-44 that Chris was flabbergasted and upset when she learned that there was a lien of over \$500,000 on the Blue Star Building she was awarded by Judge Costello, and that Misch probably counseled her to get a new divorce attorney. At pages 151 and 152, her testimony was particularly evasive:

- Q. This is your opportunity to tell us and tell the Court why you terminated Popovich.
A. I don't know. We just parted ways.
...
Q. ...So would it be fair to say that Popovich was not delivering the results you wanted?
A. Possibly.
...
Q. Is there any other reason why you would have terminated him?
A. We just parted ways. That's my answer.

Moreover the Complaint alleges that Popovich withdrew because of a dispute over fees. However Christine testified that she does not recall any dispute over fees. (Ex. 2, p 72).

C. ALLEGED BREACHES BY POPOVICH

Questioning regarding the alleged breaches of the standard of care is contained in pages 63-69 of Exhibit 2. Mainly Christine complains that Popovich did not conduct proper discovery regarding the value of Tim's business and the assets (including the Blue Star Building and home). Ex. 2, pp. 65-66).

D. DATE OF DISCOVERY

While Christine attempts to salvage her claim by alleging that she did not discover that her "injury" was wrongfully caused until October 2016, her testimony does not satisfy her burden. Instead, her dissatisfaction with the April 27, 2015 Judgment, and learning in November 2015 by

way of a foreclosure notice that the marital home was encumbered (Ex. 2, p 101) establishes that she knew or should have known of her injury and its wrongful cause. Moreover, her testimony and the testimony of Misch and Krandel demonstrate that after she became dissatisfied with the April 27, 2015 Judgment, and after she learned in November 2015 of the HELOC on the marital home, she also learned by December 2015 of the large encumbrance on the Blue Star building. According to *Blue Water Partners, Dancor, Scheinblum, Janousek et al.*, Christine was on notice to inquire and investigate, and to an extent, she did. More importantly, the facts demonstrate that any reasonable person would have been on notice to inquire further.

Christine attempts to rely on some nebulous comments purportedly made by Tom Lynch in October 2016 (which Lynch does not support) “that this looked like a mess” ...” that this was not, you know, normal, that I should file with the ARDC, that things just did not add up, it should never have been like this.” (Ex. 2 pp 80-81). But from December 2015 to May 2016 while she was still represented by Popovich, Krandel informed her of the lien on the Blue Star Building, and according to Christine, Krandel was critical of Popovich’s representation:

- Q. Okay. So Craig Krandel told you that Popovich had not represented you properly?
- A. Yeah, that things didn’t seem right, yeah that I shouldn’t have been in the mess that I was in...(Ex. 2, p. 84).
- Q. Has any lawyer specifically told you that Popovich caused damages to you?
- A. Craig Krandel, yeah.
- Q. When was that? ...
- Q. So Popovich was still your lawyer?
- A. Yes. (Ex. 2, pp. 85-86)..

Again, while Christine is unable to support her vague allegations of an October 16, 2016 discovery date, and her deposition testimony fails to provide any specifics as to why and how she discovered the malpractice and damages then, she more specifically testifies that attorney Craig Krandel told her that Popovich caused her damage, well before Carl Gilmore substituted for Popovich on May 24, 2016. She also admitted that there was nothing preventing her from inquiring

of Gilmore about the cause of her injury in May, June, and July of 2016. She was asked whether Gilmore ever criticized Popovich's representation of her. She replied, "I think I discussed that with him, but not that I'm aware of, what his opinion was." Christine can bury her head in the sand, or "forget" what she knew and when she knew it, but the overwhelming evidence demonstrates that Christine can never sustain her burden of proof in her bid to claim that she discovered her claim and wrongfully caused damages in October 2016.

Under well-established Illinois law, Christine's dissatisfaction with the April 27, 2015 Judgment triggered her obligation to inquire further whether any wrongful conduct caused her "injury" and whether any actionable conduct occurred. The overwhelming evidence demonstrates that she sought seek legal assistance from a business attorney, where she learned that a six-figure lien and back taxes were owed on a building which she was awarded. All of this occurred before Popovich withdrew on May 24, 2016. She is unable to present a factual basis that will entitle her to judgment. Christine's October 19, 2018 Complaint is untimely, and Summary Judgment must be entered in favor of defendants, pursuant to 735 ILCS 5/2-1005.

VI. CONCLUSION

Wherefore, Defendants, The Law Offices of Thomas J. Popovich, P.C. and Thomas J. Popovich, pray that the motion for summary judgment be granted, summary judgment be entered in its favor and against Plaintiff, and for any other relief that this court deems just and appropriate.

Dated: April 29, 2022

Respectfully submitted,
KARBAL, COHEN, ECONOMOU SILK & DUNNE, LLC

By: /s/ George K. Flynn
George K. Flynn (ARDC #6239349)

150 So. Wacker Drive, Suite 1700
Chicago, Illinois 60606
Tel: (312) 431-3700/gflynn@karballaw.com

THE UNITED STATES OF AMERICA
IN THE CIRCUIT COURT OF THE TWENTY SECOND JUDICIAL CIRCUIT
MCHENRY COUNTY, ILLINOIS

CHRISTINE M. INTERRANTE,)
)
Plaintiff,)
v.)
)
LAW OFFICES OF)
THOMAS J. POPOVICH, P.C. and)
THOMAS J. POPOVICH, individually,)
)
Defendants.)

Case No.: 18LA000370

Plaintiff hereby demands a trial by jury of
twelve (12) persons

COMPLAINT AT LAW
(LEGAL MALPRACTICE)

NOTICE
THIS CASE IS HEREBY SET FOR A
SCHEDULING CONFERENCE IN
COURTROOM TBD ON
1-18-2019, AT 9:00 a.m.
FAILURE TO APPEAR MAY
RESULT IN THE CASE BEING
DISMISSED OR AN ORDER OF
DEFAULT BEING ENTERED.

NOW COMES your Plaintiff, CHRISTINE M. INTERRANTE (hereinafter known as "INTERRANTE"), by and through her attorneys, THE GOOCH FIRM, and as for her Complaint against the LAW OFFICES OF THOMAS J. POPOVICH, P.C. and THOMAS J. POPOVICH, individually (herein collectively referred to as also "POPOVICH") states the following:

1. That at all times relevant to the allegations in this Complaint, your Plaintiff CHRISTINE M. INTERRANTE was a resident of McHenry County, Illinois, and involved in a contentious divorce proceeding in McHenry County, Illinois, commonly referred to as Case Number 13 DV 725.
2. THOMAS J. POPOVICH, at all relevant times herein, was a licensed attorney in the State of Illinois and engaged in the practice of law in McHenry County, Illinois.
3. POPOVICH was known at the relevant period of time as a Personal Injury and Medical Malpractice attorney and handled little matrimonial matters.
4. The LAW OFFICES OF THOMAS J. POPOVICH, P.C. is a professional corporation existing under the laws of the State of Illinois. Plaintiff alleges on information and belief that

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EXHIBIT 1

THOMAS J. POPOVICH is the principal in the aforesaid professional corporation and therefore the actions complained of herein by THOMAS J. POPOVICH individually are the actions of the LAW OFFICES OF THOMAS J. POPOVICH, P.C.

5. At some time during 2013, your Plaintiff INTERRANTE consulted with POPOVICH regarding the handling of her divorce matter having been referred to POPOVICH by a third-party.
6. POPOVICH at no time disclosed to INTERRANTE that he had little experience in the handling of divorce matters and was principally engaged in the Person Injury and Medical Malpractice business in the practice of law.
7. Nevertheless, INTERRANTE and POPOVICH agreed that POPOVICH would represent her in the dissolution of marriage proceeding that she was about to file against her then husband. INTERRANTE is not in possession of a written retainer agreement between she and POPOVICH but believes POPOVICH is in possession of the aforesaid agreement.
8. The agreement referenced immediately in the paragraph immediately above required INTERRANTE to cooperate with POPOVICH in all ways possible keeping him fully informed of any relevant information relating to her marriage and the pending dissolution of marriage proceeding. POPOVICH on his part agreed to adhere to the standard of care governing Illinois lawyers in the practice of law being basically described as conducting himself in the fashion that a reasonable attorney would conduct himself in handling the same type of law in the same general geographic area as Defendant POPOVICH. POPOVICH further agreed to charge only for reasonable and necessary legal fees in the handling of the matrimonial matter.
9. POPOVICH on many occasions violated his standard of care and his representation of INTERRANTE by a negligence performance of many of his duties in connection with the

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handling of the dissolution matter and acting in such a fashion that no reasonable divorce lawyer would do under similar circumstances.

10. In fact, POPOVICH breached the aforesaid agreement and his duty owed INTERRANTE by committing the following negligent acts and/or omissions amongst others:

- a) Charged unreasonable legal fees for unnecessary work well in excess of One Hundred Thousand (\$100,000.00) Dollars;
- b) Failed to conduct the necessary discovery to not only determine the value of INTERRANTE's about to be ex-husband's business but to determine the value of many assets that INTERRANTE and her husband had accumulated during the period of marriage;
- c) Of equal importance to the failure to discover the value of the aforesaid assets, POPOVICH also failed to discover loans and loan values existing on and over the subject assets of the marriage;
- d) Gave assets of INTERRANTE to her then former husband at a time when her husband owed substantial amounts of money to her;
- e) Demanded a commercial building that was an asset of the marriage for INTERRANTE giving away numerous other assets to INTERRANTE's former spouse without realizing that the aforesaid commercial building had over Five Hundred and Thirty Thousand (\$530,000.00) dollars in debt and which had not been being paid on time together with other numerous unpaid amounts of real estate taxes;
- f) Agreed with his opponent that INTERRANTE would refinance the aforesaid commercial building knowing full well that INTERRANTE did not have suitable credit in order to obtain such a loan; and
- g) Advised INTERRANTE to stop paying on her home equity line of credit on a home that had over Four Hundred Thousand (\$400,000.00) Dollars in equity.

11. Throughout the time of his representation of INTERRANTE, POPOVICH continued to advised INTERRANTE that everything he was doing was appropriate and proper and that in the end she would be greatly pleased with quantity of assets in her name and the life style she would be able to live.

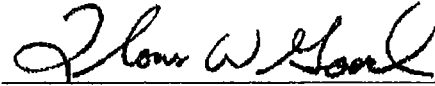
12. POPOVICH continued this advice literally to the date of his withdraw on or about May 24, 2016, having a dispute with INTERRANTE regarding fees.
13. Even following May 24, 2016, POPOVICH continued to cooperate and render advice to INTERRANTE's new attorney who had filed his appearance on behalf of the Plaintiff and was not in a position to advise INTERRANTE regarding POPOVICH's negligence nor did he advise of POPOVICH's wrongful behavior.
14. It was not until immediately filing complaints with a regulatory agency that INTERRANTE discovered during October of 2016 the wrongful behavior of POPOVICH which POPOVICH had continued to conceal from her.
15. But if not for all the wrongful actions of POPOVICH, INTERRANTE would not have suffered:
- a) The loss of a commercial building with substantial value and that equity in excess of Three Hundred Thousand \$300,000.00 Dollars;
 - b) The expense of saving her home from foreclosure and the loss of her savings in order to bring the home out of foreclosure when she had the suitable assets to make the monthly payments and only failed to do so on the direction of POPOVICH;
 - c) Incurring substantial legal fees and costs as a result of POPOVICH's wrongful behavior in an amount in excess of Fifty Thousand (\$50,000.00) Dollars;
 - d) The loss of substantial amounts of maintenance and child support which she was entitled to both during the pendency of the divorce and following;
 - e) The loss of her marital interests in a business operated by husband which in actuality was making substantial amounts of money and did in fact continue to make substantial amounts of money following the divorce.
16. The aforesaid list of damages total in excess Four Hundred Thousand (\$400,000.00) Dollars directly caused by the wrongful acts and/or omissions of POPOVICH as set forth above.

WHEREFORE your Plaintiff prays this Honorable Court enter Judgment in her favor and against THOMAS J. POPOVICH and the LAW OFFICES OF THOMAS J. POPOVICH, P.C.

Complaint at Law Page | 4

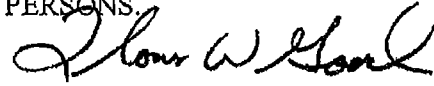
in such an amount as a jury of twelve (12) shall determine, plus costs of suit and other relief which may be just and appropriate.

Respectfully submitted by,
THE GOOCH FIRM, on behalf of
CHRISTINE INTERRANTE, Plaintiff,



THOMAS W. GOOCH, III

PLAINTIFF DEMAND A JURY OF TWELVE (12) PERSONS.



THOMAS W. GOOCH, III

THE GOOCH FIRM
209 S. Main Street
Wauconda, IL 60084
847-526-0110
ARDC No.: 3123355
gooch@goochfirm.com
office@goochfirm.com

CHRISTINE INTERRANTE
INTERRANTE vs LAW OFFICES OF POPOVICH

January 20, 2021
1-4

<p style="text-align: right;">Page 1</p> <p>1 STATE OF ILLINOIS) 2) SS: 3 COUNTY OF McHENRY) 4 IN THE CIRCUIT COURT OF THE 22ND JUDICIAL CIRCUIT 5 McHENRY COUNTY, ILLINOIS 6 CHRISTINE M. INTERRANTE,) 7 Plaintiff,) 8 vs.) No. 18 LA 370 9 LAW OFFICES OF THOMAS J. POPOVICH,) 10 P.C., and THOMAS J. POPOVICH,) 11 Individually,) 12 Defendants.) 13 The deposition of CHRISTINE INTERRANTE, 14 called for examination, taken pursuant to the 15 provisions of the Code of Civil Procedure and the 16 Rules of the Supreme Court of the State of Illinois 17 pertaining to the taking of depositions for the 18 purpose of discovery, taken before CHRISTINE R. 19 MACINTYRE, CSR No. 84-2776, a Notary Public within 20 and for the County of Cook, State of Illinois, and 21 a Certified Shorthand Reporter of said state, at 22 800 South Illinois Route 31, Crystal Lake, 23 Illinois, on the 20th day of January, A.D. 2021, 24 at 1:00 p.m.</p>	<p style="text-align: right;">Page 3</p> <p>1 (WHEREUPON, the witness was duly 2 sworn.) 3 MR. FLYNN: Let the record reflect that this 4 is the discovery deposition of Miss Christine 5 Interrante taken by agreement of the parties and 6 pursuant to notice. This deposition is being taken 7 pursuant to the rules of the Illinois Supreme 8 Court, the Illinois Code of Civil Procedure, and 9 any applicable local McHenry County rules. 10 CHRISTINE INTERRANTE, 11 called as a witness herein, having been first duly 12 sworn, was examined and testified as follows: 13 EXAMINATION 14 BY MR. FLYNN: 15 Q. Ma'am, can you state your name for the 16 record and spell your last name. 17 A. Christine Interrante, I-n-t-e-r- 18 r-a-n-t-e. 19 Q. Have you gone by any other name? 20 A. Before I was married, Harvey, my maiden 21 name. 22 Q. How do you -- 23 A. H-a-r-v-e-y. 24 Q. Thank you. What is your current</p>
<p style="text-align: right;">Page 2</p> <p>1 PRESENT: 2 THE GOOCH FIRM, 3 (209 South Main Street, 4 Wauconda, Illinois 60084, 5 847-526-0110), by: 6 MS. SABINA WALCZYK, 7 appeared on behalf of the Plaintiff; 8 9 KARBAL COHEN ECONOMOU SILK DUNNE, LLC, 10 (150 South Wacker Drive, Suite 1700, 11 Chicago, Illinois 60606, 12 312-431-3700), by: 13 MR. GEORGE K. FLYNN, 14 appeared on behalf of the Defendants. 15 16 17 18 19 20 21 22 23 REPORTED BY: CHRISTINE R. MACINTYRE, C.S.R., 24 Certificate No. 84-2776.</p>	<p style="text-align: right;">Page 4</p> <p>1 address? 2 A. 3909 Boone Creek Circle in McHenry, 3 60050. 4 Q. What was the first word of the street 5 address? 6 A. Boone Creek. 7 Q. Okay. Have you ever given a deposition 8 before? 9 A. I believe I have during possibly the 10 divorce. 11 Q. Okay. I'll just remind you of a few 12 rules. 13 A. Okay. 14 Q. I'm sure your attorney has already gone 15 over those with you. As you can see, the court 16 reporter is here to take down everything that you 17 and I say. She cannot take down hand gestures, 18 shrugs of the shoulders, any kind of signals, so 19 your answers have got to be verbal. Fair enough? 20 A. Yes. 21 Q. Okay. If you do not understand a 22 question, I just ask that you ask me to rephrase 23 it. 24 A. Okay.</p>



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EXHIBIT 2

<p style="text-align: right;">Page 5</p> <p>1 Q. Okay. If you answer a question, I will 2 assume that you have understood it. Is that fair? 3 A. Yes. 4 Q. Okay. And then I would just ask that 5 you wait to respond to my question until I've 6 completed it, even if you think you know where I'm 7 going with the question -- 8 A. Okay. 9 Q. -- because she can only take one at a 10 time down. 11 A. Got it. 12 Q. Okay. If you need a break at any time, 13 just let me know, and I'll be happy to accommodate 14 you. I just ask that it not be in the middle of a 15 question and answer. 16 A. Okay. 17 Q. Okay. Who lives with you at the Boone 18 Creek address? 19 A. My children. 20 Q. Okay. And you have four children? 21 A. Yes. 22 Q. Okay. What are their names? 23 A. Aannah -- do you want me to spell it? 24 Q. Sure.</p>	<p style="text-align: right;">Page 7</p> <p>1 A. I have twins, so she's a twin, and 2 that's Aannah. Cameron, C-a-m-e-r-o-n, he's 20. 3 He goes to Iowa State University. 4 Q. Okay. 5 A. Ava, she's 19. She goes to Valparaiso 6 University in Indiana. And then my youngest, who 7 is home, he's 15, Cal, C-a-l. He goes to Marian 8 Central Catholic. 9 Q. Okay. And you were married to Tim 10 Interrante on January 18, 1992, is that correct? 11 A. Yes. 12 Q. Okay. And you're currently divorced? 13 A. Correct. 14 Q. Okay. And we're here to discuss a legal 15 malpractice lawsuit arising out of that divorce 16 case. Is that your understanding? 17 A. Correct. 18 Q. Okay. And you have sued the Popovich 19 law firm in the instant case? 20 A. Correct. 21 Q. Okay. And Tom Popovich represented you 22 at the point in time during the underlying divorce 23 case? 24 A. Correct.</p>
<p style="text-align: right;">Page 6</p> <p>1 A. First name is A-a-n-n-a-h, same last 2 name. 3 Q. How old is she? 4 A. 20. They're in college. She goes to 5 Bradley. She's a junior in college. 6 Q. I'm an Illinois State Redbird, so that's 7 a rival of mine. 8 A. We just beat you guys. 9 Q. This year, that's not a surprise. 10 And she lives at home when she's not at 11 school? 12 A. No, she's at school. 13 Q. Okay. 14 A. So you want just -- because I have three 15 in college that are at college. 16 Q. Do they live at home with you at any 17 time during -- 18 A. Yes. Yeah. 19 Q. During the summers? 20 A. Yeah, and like, on breaks and 21 everything. 22 Q. Okay. Why don't you go down the list? 23 A. Okay. For the kids? 24 Q. Yes. From the oldest to the youngest.</p>	<p style="text-align: right;">Page 8</p> <p>1 Q. Okay. And at times, I'll refer to the 2 underlying case as the divorce case or the 3 underlying case, and you'll understand that that 4 means -- 5 A. Means this case. 6 Q. -- the lawsuit -- the underlying case 7 means the lawsuit between you and Tim. You'll 8 understand that? 9 MS. WALCZYK: The divorce. 10 BY THE WITNESS: 11 A. Okay. 12 BY MR. FLYNN: 13 Q. The divorce case. 14 A. Okay. 15 Q. And who filed for divorce? 16 A. I did. 17 Q. Okay. And did he countersue? 18 A. No. 19 Q. Okay. So, again, I'm just referring to 20 your lawsuit for divorce or marriage dissolution 21 against him. 22 A. Okay. 23 Q. Okay. What is your date of birth? 24 A. August 13th, 1962.</p>

<p style="text-align: right;">Page 9</p> <p>1 Q. Okay. And do you currently own the home 2 at Boone Creek? 3 A. Yes. 4 Q. What is the highest level of education 5 that you have attained? 6 A. High school. 7 Q. Okay. Where did you go to high school? 8 A. Mother McAuley. 9 Q. So did my wife. Did you grow up on the 10 South Side? 11 A. Yes. 12 Q. Okay. What year did you graduate Mother 13 McAuley? 14 A. 1980. 15 Q. 1980? 16 A. Yes. 17 Q. And do you hold any professional 18 licenses? 19 A. No. 20 Q. Okay. After you graduated from high 21 school, what did you do? 22 A. I was a flight attendant for 18 years. 23 Q. Who did you work for? 24 A. United and TWA.</p>	<p style="text-align: right;">Page 11</p> <p>1 A. Wheeling, Illinois. And then he built a 2 building out in Johnsburg. 3 Q. And does he hold any professional 4 licenses? 5 A. He's a welder, but -- yeah. 6 Q. Where did you first reside as a married 7 couple? 8 A. In East Dundee, 214 Water Street in East 9 Dundee. 10 Q. And how long did you live there? 11 A. Five, six years. 12 Q. That takes you to about 1987 or so? 13 A. And then we moved to Lake in the Hills. 14 And then from there we were in Johnsburg, and we 15 were there probably -- I don't -- maybe 15 years in 16 Johnsburg. 17 Q. Okay. What was the address in 18 Johnsburg? 19 A. 1420 Old Bay Road. 20 Q. Can you describe that residence? 21 A. Yeah, it was beautiful. It was on 22 Pistakee Bay. We had probably two and a half 23 acres, a built-in pool, infinity edge, hot tub, and 24 it was probably close to 5,000 square feet, just a</p>
<p style="text-align: right;">Page 10</p> <p>1 Q. Okay. When did you meet Tim? 2 A. Prior to being a flight attendant, I met 3 him at Stuart Anderson's Cattle Company in Des 4 Plaines. I was a disk jockey, and he was a 5 doorman. 6 Q. What is Stuart Anderson's? 7 A. It's a restaurant. 8 Q. Okay. I'm sorry. You were a disc 9 jockey, and what was he? 10 A. A doorman. He was 19 years old. 11 Q. Okay. What do you know about Tim's 12 education and work background? 13 A. He has a high school education. He went 14 to Maine West. He graduated in 1981. And then he 15 started his own business, window well covers. 16 Q. Are those, like, the plastic covers 17 for -- 18 A. And steel, he did steel and fiberglass. 19 Q. Okay. And where was his business 20 located initially? 21 A. Initially in -- well, he started in the 22 garage, but then in Des Plaines, and then it was in 23 Wheeling. 24 Q. Okay.</p>	<p style="text-align: right;">Page 12</p> <p>1 beautiful house. 2 Q. How many bedrooms and bathrooms? 3 A. Four bedrooms, four baths. 4 Q. And you lived there for -- I'm sorry -- 5 how many years did you say? 6 A. Approximately maybe 15 years, 14, 15 7 years. 8 Q. Until what year? 9 A. I've been in this house -- Cal is a 10 sophomore -- like, four years, since four years 11 ago. 12 Q. So approximately 2016, 2017? 13 A. '17, I would say, yeah. 14 Q. Okay. And what became of the home? 15 A. I sold it. 16 Q. Okay. And were you awarded possession 17 of that home in the divorce? 18 A. Yes. 19 Q. Okay. That was by Judge Costello? 20 A. Yes. 21 Q. You went through a trial, actually, in 22 the divorce case, correct? 23 A. Yes. 24 Q. Okay. At the time -- I know we'll talk</p>

<p style="text-align: right;">Page 13</p> <p>1 more specifically about the liens and mortgages on 2 various properties, but at the time you were 3 awarded that -- Old Bay, did you say? Can we call 4 it the Old Bay property? 5 A. Yes. 6 Q. When you were awarded the Old Bay 7 property, was it owned outright, or was -- 8 A. There was a \$350,000 HELOC on that home. 9 Q. Otherwise, there was no mortgage on it? 10 A. It was paid off when we purchased it 11 initially, and then my husband took a HELOC on it 12 and was paying on a HELOC, yeah. 13 Q. Okay. What was the HELOC used for? 14 A. He bought -- and actually, in the 15 divorce, we -- Tom Popovich got the copy of what he 16 actually used the HELOC for. He bought a \$350 -- 17 \$300,000 machines. He bought all machines with 18 that HELOC, but he told me that he was going to, 19 you know, pay the HELOC off, which he never did. 20 But, you know -- and Tom Popovich always 21 said, "We'll take the HELOC. We'll take the HELOC. 22 We'll take the HELOC." I was a stay-at-home mom, 23 high school education, hadn't worked in 16 years. 24 My taxes on that home were \$19,000 a year. How am</p>	<p style="text-align: right;">Page 15</p> <p>1 Q. Okay. And then you had possession of it 2 when it was sold, sole possession; it was not 3 joint? 4 A. Right, but at the -- yeah, but it went 5 into -- Mr. Popovich also put that house into 6 foreclosure. He told me not to pay another penny 7 on that HELOC. 8 Q. Okay. 9 A. And I have -- my godfather and my sister 10 were on every meeting with me with Mr. Popovich. 11 Q. I just asked you how much -- 12 A. Okay. 13 Q. -- you paid for it. 14 A. We paid 690, and I sold it for 550. 15 Q. Okay. What were your proceeds from the 16 sale, if any? 17 A. \$116,000. 18 Q. Okay. So \$116,000 profit, so to speak, 19 okay. 20 So the HELOC was paid off -- 21 A. Right. 22 Q. -- with the sale? 23 A. Yup, and back taxes. 24 MS. WALCZYK: Just wait for him to finish the</p>
<p style="text-align: right;">Page 14</p> <p>1 I going to afford to pay his HELOC and \$20,000 a 2 year in taxes? But at the time I listened to 3 everything that Mr. Popovich told me, like, by the 4 letter. 5 Q. Understood. 6 A. Okay. 7 Q. What year was the home purchased? 8 A. My daughter Ava was nine months when we 9 purchased it. She's 19 now. So I think we 10 purchased it in 2001, I would say. 11 Q. Okay. 12 A. That's when she was born. 13 Q. And you paid cash in 2001 for the home? 14 A. Eventually, within a few months, it was 15 paid for, yes. 16 Q. Okay. 17 A. Because we sold another house, and then 18 he -- we didn't have a mortgage on that house. 19 Q. Was the Old Bay Road home new 20 construction, or was it -- 21 A. No. It's old. It's, like, a hundred 22 years old. 23 Q. Okay. How much did you pay for it? 24 A. \$690,000.</p>	<p style="text-align: right;">Page 16</p> <p>1 question. 2 THE WITNESS: Okay. Sorry. 3 BY MR. FLYNN: 4 Q. What other marital properties were there 5 at the time? 6 A. We had nine pieces of real estate. I 7 know for sure at least three or four were free and 8 clear, and I was awarded the two that were, like, a 9 million dollars in debt. 10 I was awarded -- that's the thing, the 11 building that I was awarded which never came up in 12 the trial that it had debt, and that's why Judge 13 Costello awarded it to me, because he thought it 14 was -- its worth was, like, 1.1 million, and he 15 thought that, you know, either I could sell it or 16 maybe rent it out, but never did it come out that 17 it had 500 -- \$540,000 in debt, and also, it had 18 \$40,000 of taxes in arrears from the previous year. 19 Q. So what was the address of that 20 building? 21 A. It's -- I don't know the exact address. 22 It's BlueStar. It's on Commercial Drive in 23 Johnsburg. 24 Q. And what is the BlueStar property?</p>

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1 A. It was a building that my husband worked
2 out of. He had his two businesses. He had
3 Innerweld Cover Company, and he had BlueStar
4 Machinery, and he worked out of that property.
5 Q. And what did he keep in the building?
6 A. He had machines. Like, he would buy and
7 sell used machinery. And then the other was he
8 welded, and he did fabrication, and he built window
9 well covers.
10 Q. And did he store inventory and
11 product --
12 A. Yes.
13 Q. -- for the window well covers in the
14 building?
15 A. Yes.
16 Q. You were awarded that building in the
17 divorce by Judge Costello, approximately 1.1
18 million value at the time, you thought?
19 A. Yes.
20 Q. And based on what I think you testified
21 to a minute or two ago, you believe that Judge
22 Costello didn't think there was any debt on the
23 building, correct?
24 A. It never came out in the -- in the trial

Page 18

1 that there was any debt on this building.
2 Q. Okay. Ultimately, you sold the
3 building, and --
4 A. I got --
5 Q. -- what did you clear?
6 A. -- \$100.
7 Q. I'm sorry?
8 A. \$100.
9 Q. Because of the debt on the building?
10 A. Yes. It was almost in foreclosure,
11 also, so I got -- by the time -- I was lucky just
12 to get it off. So it affected my credit.
13 Everything has affected -- you know, all of this
14 has affected -- I can't -- I had to go into -- my
15 home that I am in, I had to give them \$50,000
16 because I didn't have credit, you know, and I had
17 to sell my house because -- or else what would I
18 have? I couldn't stay -- it was -- yeah, so yeah.
19 Q. So the math isn't adding up.
20 A. It's \$100 that I got for that
21 building --
22 Q. Okay.
23 A. -- by the time -- yeah.
24 Q. Okay. You said it was worth 1.1

Page 19

1 million, and I think you testified to a little over
2 a half a million dollars in mortgages and taxes
3 that were due. How is it that you only got \$100
4 out of selling that building?
5 A. Nobody wanted to buy it. We had it up,
6 and nobody -- there was nobody that wanted to buy
7 that building. And then, you know, I'm left with
8 this empty building, and I'm trying to scramble.
9 So I'm trying to think, like, maybe I rent it out.
10 And then I tried to go -- and actually,
11 that building was never in my name, so my
12 ex-husband was getting -- wasn't paying on the
13 payments anymore, but I hadn't -- I wasn't
14 notified, because my name's not on it. Right? And
15 it wasn't -- none of the documents were legally,
16 even after the divorce, like, this is your
17 building, and it wasn't until my husband -- he
18 FedEx'ed all the payments he didn't pay. So the
19 building was going into foreclosure, too.
20 So I asked Tom Popovich, "Tom, this
21 building is going into foreclosure." He told me,
22 "Don't pay another penny. Don't pay another
23 penny," just like he told me to not pay another
24 penny on my house. He put that into foreclosure.

Page 20

1 He put the building into foreclosure. So here's
2 Chris. What do I do? Right?
3 And another thing that he did -- okay.
4 Go ahead. I'm sorry.
5 Q. So we're here to ask a series of
6 questions and answers.
7 A. I got it. I apologize.
8 Q. Okay. Let me just get it in before you
9 answer so she can take it down. Just try to
10 remember. I'll point to the court reporter as a
11 reminder if we are talking over each other just so
12 you know.
13 A. Yes.
14 Q. But if you could just let me ask my
15 question and then try to answer it --
16 A. Yes. Sorry.
17 Q. -- as specifically as you can. I know
18 you have probably a lot of things to say.
19 A. Yes.
20 Q. That may come out at trial, or your
21 lawyer may ask you some questions to follow up on
22 what I am asking, but I just want you to answer my
23 questions as best you can.
24 A. Okay.

Page 21

1 Q. I appreciate it. Let me back up in time
2 to when things started to go bad with the marriage.
3 What happened and when?
4 A. Actually, things didn't really go bad
5 with the marriage. I had no idea. My husband was
6 not acting nice. He wasn't, you know -- and when I
7 tried to say, "What's going on," you know, "Oh, I
8 lost my mom," this or that. Well, I found out he
9 was having an affair with his secretary.
10 Q. And this was someone who worked in
11 the --
12 A. In that --
13 Q. -- in the building, the BlueStar
14 building?
15 A. Yes. And that's what happened.
16 Q. What was her name?
17 A. Terry Schneider, Teresa Schneider.
18 Q. Okay. And you ended up filing for
19 divorce --
20 A. Well --
21 Q. Let me just try to get it on the record.
22 A. Yes, sir.
23 Q. (Continuing) -- September 9, 2013, is
24 that right?

Page 22

1 A. Yes.
2 Q. Okay. How long prior thereto did you
3 discover that there had been an affair?
4 A. I didn't really find out that there was
5 an affair until, like, after, like, discovery, and
6 even to this day, he doesn't admit he had an affair
7 even, you know. So, you know, he just acted
8 strange, and then what he did was he moved out of
9 our home.
10 Q. When did he do that?
11 A. Probably sometime in August, like, and
12 the thing is is he controlled all the money. I
13 didn't have joint anything. The only thing I had
14 was, at United, I put a lot away in my 401(k),
15 thankfully, and that's what my kids and I lived off
16 of, because I got no support.
17 Another thing Tom Popovich told me was
18 not to register with the State of Illinois child
19 support. "They can only keep track, Chris. They
20 can't enforce."
21 Q. You remember I just asked you about one
22 thing, when you filed for divorce.
23 A. I'm sorry.
24 Q. So try to confine your answers.

Page 23

1 A. I'm trying, but there's so much.
2 Q. I know.
3 MS. WALCZYK: Try to keep your answers
4 specific to his questions. I know you want to get
5 a lot out.
6 BY MR. FLYNN:
7 Q. We got three hours, and believe it or
8 not, we are going to cover a lot of different
9 subjects later on, and you might be able to tell me
10 what you want to then.
11 So, to your knowledge, is Tim still
12 with --
13 A. I have no contact with him.
14 Q. So you have no idea?
15 A. No.
16 Q. He never remarried?
17 A. I have no idea.
18 Q. You have not remarried?
19 A. No.
20 Q. Okay. Who were you first represented by
21 in the divorce?
22 A. He's right across the street from Tom
23 Popovich. I can't remember his name.
24 Q. Was it Scott --

Page 24

1 A. Yes.
2 Q. -- Hiera?
3 A. Yes.
4 Q. Is that how you say his name?
5 A. Yes.
6 Q. Is it H-i-e-r-a?
7 A. Yes.
8 Q. Okay. And did you come to an agreement
9 with Mr. Hiera on an hourly rate?
10 A. I just don't recall, you know. I had a
11 meeting with him. I did use my debit card to have
12 a down payment, and I retained him for a period of
13 time.
14 Q. Does \$275 per hour sound familiar?
15 A. Yeah, I don't --
16 Q. You're not sure?
17 A. Yeah.
18 Q. Do you know how much you paid him?
19 A. I think maybe, like, \$2500 or 3,000.
20 Q. And did you have an agreement or an
21 understanding as to how far that would take you in
22 the divorce or what the scope of services that
23 would be provided for that amount of money would
24 be?

Page 25

1 A. I don't recall.
2 Q. Okay. When the case was filed, I
3 believe the case number was 13 DV 725. Is that
4 your understanding?
5 A. That's my case number from my divorce?
6 Q. Yes.
7 A. It sounds familiar, yes.
8 Q. Okay. So we'll refer to that, again, as
9 the underlying divorce, the divorce, or the
10 underlying case.
11 A. Okay.
12 Q. Okay. And I don't want to ask you about
13 every document that was filed or exchanged in the
14 underlying divorce case, but would it be fair to
15 say that the court file would reflect what was
16 filed by both sides in that case?
17 A. Yes.
18 Q. Okay. So it was the Court orders, too?
19 A. Um-hmm.
20 MS. WALCZYK: You have to answer verbally.
21 BY THE WITNESS:
22 A. Yes.
23 BY MR. FLYNN:
24 Q. Sorry. She cannot take down an uh-huh

Page 26

1 and things like that.
2 A. I know.
3 Q. How long was Scott Hiera your lawyer in
4 the divorce case?
5 A. Possibly a couple of months.
6 Q. Okay. Is it accurate that Popovich
7 substituted in as your counsel on December 6, 2013?
8 A. Yes.
9 Q. Why did -- did you fire Scott Hiera, or
10 did he fire you, or how did the relationship
11 terminate?
12 A. Yeah, I terminated.
13 Q. You did?
14 A. Yeah.
15 Q. Why did you do that?
16 A. Well, actually, I was -- I thought Tom
17 Popovich was a friend. My kids and his kids
18 attended the same school in Johnsburg, St. John's.
19 We actually coached basketball together, my
20 daughter's team. So I felt safe with him.
21 I went and talked to him just to get
22 some insight as a friend, and he said, "Oh, Chris,
23 I can do a great job. I can do a better job. I
24 have -- I have a minor," or whatever, "in

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1 accounting." He owns a lot of different
2 properties. So I was all in.
3 Q. Okay. When did you first meet Tom
4 Popovich?
5 A. When did I meet him?
6 Q. Yes.
7 A. My daughter and his daughter were, like,
8 best friends growing up. Probably -- Ava and his
9 daughter, Julia, was -- since preschool, I met him,
10 so I've known him probably close to 19 years -- not
11 19, maybe -- preschool, 16 years.
12 Q. Okay. And when did you begin coaching
13 basketball together?
14 A. When Ava was in second grade, which --
15 what's that? Seven. So she's 19. Maybe nine
16 years, ten years.
17 Q. What was the name of the school?
18 A. St. John's in Johnsburg, Illinois.
19 Q. Is that a Catholic school?
20 A. Yes.
21 Q. Were either you or Mr. Popovich employed
22 by the school?
23 A. No.
24 Q. You were volunteer coaches?

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1 A. Yes.
2 Q. Were you paid to coach?
3 A. No.
4 Q. Okay. So was he the head coach or you
5 the head coach?
6 A. I was the head coach.
7 Q. He was the assistant?
8 A. Yes. I asked him to help me.
9 Q. Had you coached basketball before?
10 A. I played in high school.
11 Q. At Mother McAuley?
12 A. Yeah, I did. And they needed a coach,
13 and my daughter -- I have two daughters. One plays
14 at Bradley and one plays at Valparaiso off of
15 scholarships. So, yes, I volunteered. I was a
16 stay-at-home mom.
17 Q. Okay. Did you express any
18 dissatisfaction to Mr. Popovich with the services
19 provided by Mr. Hiera at any time?
20 A. I just felt like some of the advice Tom
21 was giving me seemed, like, a lot better, like, you
22 know, like, as far as the -- what he owned, like,
23 the businesses that he owned and the homes and
24 everything. So I just felt safer, yeah, with Tom.

<p style="text-align: right;">Page 29</p> <p>1 Like, just I felt, like, he was my friend and 2 that -- I just felt, like, this load was off my 3 shoulders because I could trust him. That's how I 4 felt. So I followed his -- dot every "I," I 5 followed it all the way. I followed everything. 6 Q. For the three months or so that Scott 7 Hiera was your lawyer in the divorce case, what did 8 he do? 9 A. Not much. 10 Q. Okay. He filed the lawsuit? 11 A. Yeah, he filed, like, for divorce. He, 12 you know -- and he really didn't do that much, 13 yeah. 14 Q. Okay. And you understand the divorce 15 case to be a lawsuit? You file a complaint -- 16 A. I didn't really understand that, no. 17 Q. Okay. Did you review any of the 18 pleadings or documents that were filed in the case 19 by Mr. Hiera? 20 A. No. 21 Q. Did you meet with him before he filed 22 for divorce? 23 A. I think we met, yeah. 24 Q. And do you remember signing any</p>	<p style="text-align: right;">Page 31</p> <p>1 BY MR. FLYNN: 2 Q. Okay. What was your reason for 3 terminating Scott? 4 A. I just felt safer with Tom Popovich. 5 Like, he actually just, you know -- 6 Q. At that time Popovich didn't make you 7 any promises as far as what the outcome would be? 8 A. Oh, yes, he did. 9 Q. What did he say? 10 A. He said that we're going to win big. 11 "You won't have to work again, Chris. Don't worry 12 about anything." And I have my godfather and -- 13 they were in on every -- they were sold by him, 14 too. They were conned. 15 Q. Who is "they"? 16 A. Jack Misch, he's my godfather. 17 Q. Can you spell that for the record? 18 A. Jack, J-a-c-k, Misch, M-i-s-c-h, and 19 Barb Misch, B-a-r-b M-i-s-c-h. They were at every 20 meeting. 21 Q. Okay. When did you first meet with 22 Popovich where Jack and Barb were also at the 23 meeting? 24 A. I can't give you an exact date.</p>
<p style="text-align: right;">Page 30</p> <p>1 documents or approving any documents at that time? 2 A. Not that I recall. 3 Q. Okay. 4 A. I really don't. 5 Q. After the divorce case was filed and 6 before you retained or had an agreement with 7 Mr. Popovich, what, if anything, happened in the 8 divorce case? Did Tim answer the complaint? 9 A. Nothing really. 10 Q. Okay. 11 A. Yeah. 12 Q. When did you first meet with Popovich 13 and agree that he would be your lawyer? 14 A. It was actually verbal for a very long 15 time. I mean, he told me that I needed to go 16 across the street, because he was right across the 17 street, and I think -- I am trying to recall if I 18 had to, like, give Scott paperwork or whatever that 19 Tom was going to take over my case, so, you know -- 20 and I was so happy that Tom was going to take my 21 case. 22 Q. What did you say to Scott? 23 MS. WALCZYK: I'm going to object to any 24 attorney/client privilege with Scott Hiera.</p>	<p style="text-align: right;">Page 32</p> <p>1 Q. Was it before Popovich substituted as 2 your counsel? 3 A. No. It was after. 4 Q. Okay. So you met with Popovich before 5 that to discuss his representation of you? 6 A. Correct. 7 Q. Okay. So the Mischs were not at every 8 meeting that you had with Popovich, correct? 9 A. Pretty close. 10 Q. Okay. Did you -- initially, when you 11 first decided for Popovich to be your lawyer, did 12 you pay him anything? 13 A. No. 14 Q. Okay. Did you agree on an hourly rate? 15 A. No. 16 Q. Did you give him any money for costs 17 that might be incurred in the case? 18 A. What he told me, he said, "Chris, don't 19 worry about anything." He said, "When Cal," my 20 youngest son -- at the time Cal was in third grade. 21 Cal is a sophomore. He said, "When Cal graduates 22 high school, we'll, you know, settle things up." 23 But then later on, which I didn't even 24 remember, I think he did have me sign, you know, to</p>

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1 pay him, and that was, like, a later date or
2 whatever.
3 Q. An engagement agreement or contract or
4 something?
5 A. Yeah, something.
6 Q. Initially, did you have an understanding
7 that you were not going to be charged anything at
8 all?
9 A. Just that -- I actually thought, like --
10 I mean, no, that we would settle -- what he told
11 me, he told me that we would settle up when my
12 youngest son graduated from high school. And you
13 know, I was thinking, like, yeah, then -- but I
14 wasn't thinking that it was going to be an
15 astronomical amount of money. I just wish I would
16 have had some counsel to be very clear, like,
17 here's the debt. Here's not the debt. You don't
18 want any debt, Chris. You can sell all the
19 properties and have cash, Chris. There should have
20 been options for me.
21 Q. Okay. I am just asking you about the
22 understanding of the arrangement at the beginning,
23 so let me --
24 A. The arrangement was --

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1 MS. WALCZYK: Hold on.
2 BY MR. FLYNN:
3 Q. Let me just ask so I can get it on the
4 record.
5 Cal was how old at the time?
6 A. He was in third grade.
7 Q. And you said that Popovich told you you
8 would settle up after he was graduated from high
9 school --
10 A. Correct.
11 Q. -- when he was around 18?
12 A. Yes.
13 Q. How old is a third-grader?
14 A. Maybe eight.
15 Q. Okay. So was it your understanding that
16 at the time you -- when I say "retained," it
17 doesn't necessarily mean that money was exchanged,
18 but you retained Popovich to be your lawyer?
19 A. That's what he said.
20 Q. Okay. So you wouldn't have to pay him
21 anything for ten years, is that right?
22 A. I wasn't thinking about the timeframe at
23 the time, but I was going by his word, what he
24 said. That's what he said, so that's what I went

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1 by, yes.
2 Q. So you had a belief that you wouldn't
3 have to pay him anything for the divorce
4 representation for at least ten years?
5 A. Well, if that's ten years, that's
6 correct.
7 Q. That was your understanding?
8 A. Yes.
9 Q. Okay. Did he have you file a financial
10 affidavit or sign a financial affidavit in December
11 of 2013?
12 A. I believe, yes.
13 Q. And at the time you wanted to have full
14 custody of all four children, is that right?
15 A. Yes.
16 Q. Do you know what Tim's intentions were
17 with respect to custody at that time?
18 A. We didn't even know where Tim was. He
19 was -- he just went and -- he said he was living at
20 his building. So we didn't know where he was. He
21 didn't show up. He didn't pay support. He would
22 come and, like, show up at maybe one of the kid's
23 football games. Other than that, he was out of the
24 picture.

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1 Q. He wasn't parenting the children at the
2 time?
3 A. Not one bit, no.
4 Q. Did he parent the children at any time
5 from 2013 until the divorce --
6 A. Not really.
7 Q. -- was tried?
8 A. No.
9 Q. Would it be fair to say that it was a
10 contentious divorce overall?
11 A. Contentious meaning?
12 Q. Well, what's your definition of
13 contentious?
14 A. Bitter?
15 Q. Yes.
16 A. I would say yeah.
17 Q. You would say it was bitter? Yes?
18 A. Yes.
19 Q. Would you say that Tim was difficult
20 with respect to being your opponent in the divorce
21 case?
22 A. Yes.
23 Q. Was he evasive with respect to doing
24 what he was supposed to in the lawsuit?



<p style="text-align: right;">Page 37</p> <p>1 A. Yes.</p> <p>2 Q. He was evasive in answering discovery?</p> <p>3 A. That, I don't know, but likely yes,</p> <p>4 yeah.</p> <p>5 Q. Do you recall Mr. Popovich filing any</p> <p>6 motions to compel discovery because Tim wasn't</p> <p>7 answering discovery properly?</p> <p>8 A. I think, yes.</p> <p>9 Q. Okay. And you had already testified</p> <p>10 that Tim wasn't paying child support as required,</p> <p>11 correct?</p> <p>12 A. Correct.</p> <p>13 Q. Was that in connection with several</p> <p>14 Court orders throughout the history of the case?</p> <p>15 A. I believe, yes.</p> <p>16 Q. And he refused or didn't pay child</p> <p>17 support as ordered, correct?</p> <p>18 A. Right.</p> <p>19 Q. Did he ever end up in jail for not</p> <p>20 paying child support?</p> <p>21 A. That was -- I represented myself, and</p> <p>22 yes, he did.</p> <p>23 Q. When was that?</p> <p>24 A. That was just maybe a year and a half,</p>	<p style="text-align: right;">Page 39</p> <p>1 A. Texts.</p> <p>2 Q. Text messages?</p> <p>3 A. Um-hmm.</p> <p>4 Q. Yes?</p> <p>5 A. Yes.</p> <p>6 MS. WALCZYK: Verbal.</p> <p>7 BY MR. FLYNN:</p> <p>8 Q. Did you often text with Mr. Popovich</p> <p>9 when he was representing you --</p> <p>10 A. I did.</p> <p>11 Q. -- in the divorce?</p> <p>12 A. Because I felt like he was also my</p> <p>13 friend, so it was, like, a comfortable -- you know,</p> <p>14 and I always felt better when he said, "Chris,</p> <p>15 everything's going to be okay. Don't worry.</p> <p>16 Everything's going to be great." So then I would</p> <p>17 just -- I always felt better, yeah.</p> <p>18 Q. Have you reviewed any documents in this</p> <p>19 case that have been produced by either side?</p> <p>20 A. I have looked at documents.</p> <p>21 Q. Have you looked at printouts of text</p> <p>22 messages that have been produced?</p> <p>23 A. I have, yes. I have. I have looked at</p> <p>24 all those. A lot of them are just very, like --</p>
<p style="text-align: right;">Page 38</p> <p>1 two years ago, he did. But he bailed himself out.</p> <p>2 But he did -- I did represent myself. I got the</p> <p>3 district attorney, and they actually kind of helped</p> <p>4 me, because he was so in arrears of child support.</p> <p>5 Q. And he was in arrears when Mr. Popovich</p> <p>6 was your lawyer?</p> <p>7 A. Yes.</p> <p>8 Q. You do recall motions to compel,</p> <p>9 correct --</p> <p>10 A. Um-hmm.</p> <p>11 Q. -- with respect to discovery? Yes?</p> <p>12 A. Yes.</p> <p>13 Q. Okay. While Tom Popovich was</p> <p>14 representing you in the divorce, were any arrest</p> <p>15 warrants ever issued for Tim?</p> <p>16 A. I don't believe so, not that I know of</p> <p>17 or remember.</p> <p>18 Q. Was he ever held in contempt?</p> <p>19 A. Not that I recall.</p> <p>20 Q. Okay. How did you communicate with</p> <p>21 Mr. Popovich aside from meeting with him when Jack</p> <p>22 and -- I forgot her name.</p> <p>23 A. Barb.</p> <p>24 Q. Barb?</p>	<p style="text-align: right;">Page 40</p> <p>1 MS. WALCZYK: Wait for a question.</p> <p>2 THE WITNESS: All right.</p> <p>3 BY MR. FLYNN:</p> <p>4 Q. You didn't produce any text messages in</p> <p>5 this case, though, correct?</p> <p>6 A. Right.</p> <p>7 Q. But Popovich did?</p> <p>8 A. Correct.</p> <p>9 Q. Why didn't you produce any?</p> <p>10 A. I think that's been so many phones ago.</p> <p>11 Like, yeah, I -- I don't have the same phone. That</p> <p>12 was many years ago.</p> <p>13 Q. So you don't have access to those text</p> <p>14 messages?</p> <p>15 A. I do not.</p> <p>16 Q. Okay. Are you familiar with any text</p> <p>17 messages that were exchanged between you and Tom</p> <p>18 Popovich while he represented you in the divorce</p> <p>19 case that were not produced in this case?</p> <p>20 A. Not that I know of. I don't know.</p> <p>21 Q. So, as you reviewed the full text</p> <p>22 messages that my office produced to your lawyer --</p> <p>23 A. Right.</p> <p>24 Q. -- was there anything that you noted to</p>

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1 be missing, anything that stood out in your mind?

2 A. I couldn't recall, to tell -- you know,

3 there was -- there was so many, and that was a

4 while ago, so I don't know.

5 Q. The texts that were produced appeared to

6 be the full universe of text messages between you

7 and Tom during that time?

8 A. I couldn't say yes or no.

9 Q. Were there over 5,000 or so text

10 messages that have been produced?

11 A. Could possibly be.

12 Q. Okay. Did you also call Popovich when

13 he represented you?

14 A. Yes.

15 Q. How often would you talk to him?

16 A. Not that often. I mean, we would talk,

17 but I mean, not -- you know, texting was easier.

18 Q. Okay. Did you stop in at his office?

19 A. He would ask, like -- if he asked --

20 every month, in the divorce decree, I was supposed

21 to get 60 percent. My husband was supposed to pay,

22 like, 60 percent for school, for sports,

23 miscellaneous, like, educational needs.

24 So by Popovich's direction, he told me

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1 to write the checks, itemize everything, and then

2 give it to him, and he would put in for the 60

3 percent reimbursement. Well, that went on for,

4 like, a year. I never got reimbursed. Because I

5 would go into his office, and I'd say, "Hey, what

6 about the 60 percent?"

7 "I lost that, Chris. I lost that. Can

8 you get it again?"

9 And at the time -- I'm better at online

10 banking -- I, you know, wasn't, so I would go to

11 the bank, get the whole copies, do it again. He

12 would lose it and lose it and lose it. So

13 something like that, I was always stopping in to

14 his office to drop paperwork off or what he needed,

15 you know, things that he would ask for.

16 Q. From the time that you first retained

17 Popovich in December of 2013, how often would you

18 typically stop in to his office to talk to him or

19 deliver papers?

20 A. Maybe once a week or so.

21 Q. Okay. And how long would you meet with

22 him when you met him once a week at his office?

23 A. Sometimes not long at all. I would just

24 drop the stuff off. He was busy. He's busy a lot.

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1 Q. Sometimes you would meet with him

2 longer?

3 A. Yes, sometimes longer than a few

4 minutes, but not necessarily, unless we had that

5 meeting -- we would have a scheduled meeting, and

6 usually, like, my sister and brother-in-law would

7 be at those scheduled meetings, you know, but

8 otherwise, I was just basically dropping things

9 off.

10 He would, actually -- he saved all the

11 pictures of my daughter in all the newspapers. He

12 had a box, and he showed me. "Chris, I saved

13 everything," you know.

14 Q. Do you know when Popovich ceased being

15 your lawyer?

16 A. I don't know the exact date.

17 Q. Do you know approximately how long he

18 represented you?

19 A. A year and a half.

20 Q. And is it fair to say that you would

21 stop into his office once a week for a year and a

22 half?

23 A. I wouldn't say once a week for a year

24 and a half, no. Sometimes -- because I'm too busy

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1 with having four kids, but it wasn't --

2 Q. Was it once a week initially for some

3 period of time?

4 A. I can't recall.

5 Q. How many meetings did you have with

6 Popovich along with Jack and Barb?

7 A. I want to say at least eight.

8 Q. And were those meetings at least, say, a

9 half hour long or an hour long?

10 A. Yes, I would say that, yes.

11 Q. At least an hour?

12 A. Half hour to an hour, yes.

13 Q. Okay. And how often would you text

14 message with Popovich for that year and a half or

15 so that he represented you?

16 A. Probably -- I mean, I looked at the text

17 messages. A lot of them were just, like, one

18 little bleep. Like I said, I was going through --

19 my husband left. I had no job. I have four kids.

20 So I looked at him like he was my friend, and he

21 never said, like, you know -- he always assured me,

22 "Chris, everything's going to be fine. Chris, no

23 problem. 99.5 percent, you know, you're going to

24 be great," you know. So after I would text him, I

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1 felt really great. I felt great that I don't have
2 to worry about anything.
3 Q. So, as your friend, was Popovich also
4 providing you some moral support throughout the
5 divorce?
6 A. Yes.
7 Q. Okay. As you sit here today, did you
8 ever pay Popovich for any of his services?
9 A. No.
10 Q. Okay. So you haven't paid a dime,
11 correct?
12 A. Nope.
13 Q. So you haven't paid for a single text
14 message, correct?
15 A. No.
16 Q. You haven't paid for a letter?
17 A. (No audible response.)
18 Q. No?
19 MS. WALCZYK: Verbal.
20 BY THE WITNESS:
21 A. No.
22 BY MR. FLYNN:
23 Q. You didn't pay for any of the meetings
24 that you had with him personally without Jack and

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1 Barb?
2 A. No. Like, going back -- go ahead.
3 Okay.
4 Q. You didn't pay him for any of the
5 meetings you had with Jack and Barb?
6 A. No.
7 Q. You didn't pay him for any of the
8 pleadings that he filed, correct?
9 A. Correct.
10 Q. You didn't pay costs for any of the
11 subpoenas or any other discovery he conducted in
12 the case, correct?
13 A. Correct.
14 Q. How long was the trial?
15 A. Months, I would say.
16 Q. How many hearings, do you know?
17 A. I'm guessing. Four.
18 Q. Okay. Did you testify at the trial?
19 A. I did.
20 Q. And you testified in a deposition prior
21 to trial?
22 A. I believe, yes.
23 Q. Did Popovich represent you in the
24 deposition prior to trial?

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1 A. Yes.
2 Q. He represented you at trial defending
3 your testimony, correct?
4 A. Yes.
5 Q. He prosecuted the case against Tim,
6 correct?
7 A. Yes.
8 Q. Did you read the trial memorandum that
9 he filed on your behalf?
10 A. I believe, yes.
11 Q. Okay. It was, like, a 33-page closing
12 argument, I think.
13 A. I read a lot of it. I don't know if I
14 read it in its entirety.
15 Q. Okay. You didn't pay him for
16 representing you at the deposition, prosecuting any
17 of the subpoenas, conducting discovery, taking the
18 case to trial, representing you at trial, or
19 preparing the 33-page closing argument, correct?
20 A. Correct.
21 Q. Okay. Are you familiar with any of the
22 subpoenas that Tom issued on your behalf?
23 A. Such as?
24 Q. He issued a subpoena to American

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1 Chartered Bank. Does that sound familiar?
2 A. Yes.
3 Q. Did you review any of the documents that
4 were produced in response to that subpoena?
5 A. I don't recall.
6 Q. Did you know what the purpose of sending
7 a subpoena to American Chartered Bank was?
8 A. Was American Chartered Bank the loan
9 on -- I don't know. I am just guessing.
10 Q. Did Innerweld and BlueStar do business
11 with American Chartered Bank?
12 A. I believe they did.
13 Q. Is that why the subpoena was sent to
14 that bank probably?
15 A. Probably, yeah.
16 Q. What about FirstMerit Bank; do you know
17 why a subpoena would have been sent to that bank?
18 A. I think that was the HELOC on our house.
19 Q. And State Bank Group, do you know why
20 that subpoena would have been sent --
21 A. No.
22 MS. WALCZYK: Let him finish.
23 THE WITNESS: Okay.
24 BY MR. FLYNN:



<p style="text-align: right;">Page 49</p> <p>1 Q. First Bank, are you familiar with --</p> <p>2 A. I think that's the HELOC on the house.</p> <p>3 I don't know about the FirstMerit Bank, but the</p> <p>4 First Bank was the HELOC.</p> <p>5 Q. Okay. And all these were aimed at</p> <p>6 discovering financial records, to your knowledge?</p> <p>7 A. To my knowledge, yes.</p> <p>8 Q. They were. Okay. So Popovich was</p> <p>9 attempting to discover information -- financial</p> <p>10 information relative to what Tim was doing, right?</p> <p>11 A. Correct.</p> <p>12 Q. What assets existed, what debts there</p> <p>13 were, right?</p> <p>14 A. Right.</p> <p>15 Q. Did you also testify at a hearing on</p> <p>16 January 2, 2014, on a motion for temporary support,</p> <p>17 if you recall? The date doesn't matter, but does</p> <p>18 that sound familiar?</p> <p>19 A. For temporary support from Tim?</p> <p>20 Q. Yes.</p> <p>21 A. Yeah, I believe, yes.</p> <p>22 Q. And you testified in front of Judge</p> <p>23 Costello for that?</p> <p>24 A. I believe, yes.</p>	<p style="text-align: right;">Page 51</p> <p>1 A. No.</p> <p>2 Q. January 21, 2014, Popovich filed a</p> <p>3 motion to compel because Tim was not properly</p> <p>4 answering discovery, does that sound familiar?</p> <p>5 A. Yes.</p> <p>6 Q. Did you authorize Tom to file that</p> <p>7 motion?</p> <p>8 A. Yes.</p> <p>9 Q. Do you know what became of it?</p> <p>10 A. It was just very hard to get child</p> <p>11 support from my ex-husband, so --</p> <p>12 Q. Was it also hard to get financial</p> <p>13 information from your ex-husband during that time?</p> <p>14 A. Probably, yeah.</p> <p>15 Q. Is that why Popovich was sending</p> <p>16 subpoenas to banks and filing motions to compel</p> <p>17 discovery?</p> <p>18 A. I would say most likely yes.</p> <p>19 Q. Who was Tim's lawyer initially when Tom</p> <p>20 started representing you?</p> <p>21 A. I can't think of his name. Do you have</p> <p>22 it there?</p> <p>23 Q. Well, Tom Loizzo -- is that how</p> <p>24 you pronounce his name?</p>
<p style="text-align: right;">Page 50</p> <p>1 Q. So that hearing was separate than any</p> <p>2 deposition or trial testimony?</p> <p>3 A. Right. Right.</p> <p>4 Q. Okay. And Tom represented you at that</p> <p>5 hearing?</p> <p>6 A. Right.</p> <p>7 Q. You didn't pay for that, either, right?</p> <p>8 A. No.</p> <p>9 Q. Okay. Did you go to a mediation in</p> <p>10 January of 2014?</p> <p>11 A. With who?</p> <p>12 Q. In connection with the divorce case.</p> <p>13 A. And where was that at? At the --</p> <p>14 Q. I am just asking if you recall.</p> <p>15 A. I don't recall.</p> <p>16 Q. Okay. Do you recall being awarded</p> <p>17 \$2,000 a month -- I believe \$2,000 a month or</p> <p>18 \$4,000 a month in child support on January 8th of</p> <p>19 2014? Does that sound familiar?</p> <p>20 A. Yes.</p> <p>21 Q. Okay. And that was a motion for support</p> <p>22 that Popovich prosecuted on your behalf?</p> <p>23 A. Right.</p> <p>24 Q. Did Tim pay after that?</p>	<p style="text-align: right;">Page 52</p> <p>1 A. He wasn't the first.</p> <p>2 Q. Right, but he -- Loizzo came in --</p> <p>3 A. Loizzo.</p> <p>4 Q. -- January 23, 2014. He substituted.</p> <p>5 Do you know who the lawyer was that he substituted</p> <p>6 for?</p> <p>7 A. That's who I am trying to think of.</p> <p>8 Q. Well, we can come back to it. Tim filed</p> <p>9 a motion requesting that the Court order you to</p> <p>10 seek full-time employment at some point in time in</p> <p>11 the winter of 2014, is that correct?</p> <p>12 A. I don't recall.</p> <p>13 Q. That request for relief doesn't sound</p> <p>14 familiar?</p> <p>15 A. Yeah, I just can't recall.</p> <p>16 Q. Okay. Do you recall at any time Tim --</p> <p>17 A. Wanted me to work? Yes.</p> <p>18 Q. -- asking the Court to force you to</p> <p>19 work?</p> <p>20 A. I don't recall. I really don't.</p> <p>21 Q. Okay. Do you know if Popovich filed a</p> <p>22 written response on your behalf responding to the</p> <p>23 request to force you to find employment?</p> <p>24 A. Yeah, I don't recall. I don't recall</p>

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1 that.
2 Q. Do you recall June 20 -- I'm sorry --
3 June 13, 2014, Tim sought temporary relief due to a
4 so-called change in circumstances, and that motion
5 was denied? Do you recall that?
6 A. I believe yes.
7 Q. Okay. Do you know if it was Popovich
8 that opposed that motion for you?
9 A. I believe yes.
10 Q. Okay. And at that time he claimed --
11 Tim claimed that there was no more income from
12 BlueStar? Does that sound familiar?
13 A. Yes.
14 Q. Why did he say there was no income from
15 BlueStar?
16 A. I think he's a liar is what I believe.
17 Q. So he was lying, and he was not being
18 forthright with his discovery answers, correct?
19 A. Right.
20 Q. And meanwhile, he's also not paying
21 child support --
22 A. Correct.
23 Q. -- or giving you any other financial
24 support?

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1 A. Correct.
2 Q. Was he paying the mortgage on the house
3 at that time?
4 A. No.
5 Q. Was he paying any other household
6 expenses?
7 A. No.
8 Q. Was he paying any other expenses for the
9 children?
10 A. No.
11 Q. Health insurance?
12 A. No.
13 Q. Okay. February 13, 2015, did you sign a
14 stipulation for trial?
15 A. If my name is there, then I would say
16 yes.
17 Q. There were certain facts or agreements
18 that were made between the lawyers, and you signed
19 it; does that sound familiar?
20 A. It sounds familiar.
21 Q. Okay. Do you know if on February 17,
22 2015, Tom filed a petition for rule to show cause
23 for failure to pay child support against Tim?
24 A. Possibly, yes.

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1 Q. Would it be fair to say all the things
2 we have talked about today, Tom did a lot of work
3 on the case for you, correct?
4 A. Yeah, he did work on the case, but if I
5 can interject something, it should never have gone
6 to this because I wish -- in the beginning, there
7 were properties that were free and clear that were
8 never -- it could have -- or it should have been --
9 you know, as a high school education, four small
10 kids, and no job, I should not have been awarded
11 the two buildings that put me a million dollars in
12 debt and while there is a piece of land that he
13 told me not to take that, "You don't want that,
14 Chris because it's only worth nine grand." My
15 husband sold it for 93,000 cash.
16 There were two other homes that were
17 free and clear, one in McHenry -- there was no
18 mortgage on that. Okay?
19 Tom Loizzo, I've spoken with him, all
20 those machines that were on the BlueStar -- on the
21 floor there, they were bought by my HELOC on that
22 house, and he's, like -- because my ex-husband sued
23 Tom Loizzo and actually got a settlement for the
24 same reason I am suing Tom Popovich, because of

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1 the -- it never came out in trial that there was a
2 loan on this building. So everything that I was
3 put into -- this should never have occurred, all of
4 this.
5 Q. Okay.
6 A. It should have -- right away, as a
7 friend --
8 Q. Let me just --
9 A. -- and a lawyer and I have a high school
10 education, so I looked at this lawyer, like, hey,
11 you know --
12 Q. Okay.
13 A. -- I am going to listen to everything he
14 tells me until I'm almost homeless.
15 Q. Let me just try to rein it in.
16 A. Okay. That's all I have to say, but I
17 will listen to your -- the rest.
18 Q. Okay. I appreciate it. The case was
19 tried, and Judge Costello ruled --
20 A. But during that trial --
21 Q. Let me just --
22 MS. WALCZYK: Hold on. Hold on.
23 BY MR. FLYNN:
24 Q. Judge Costello ruled after hearing the

<p style="text-align: right;">Page 57</p> <p>1 trial on April 27th, 2015, does that sound about 2 right? 3 A. That sounds about right. 4 Q. Okay. You just discussed several 5 properties and what debt they may or may not have 6 had on them. Did you know at the time the case was 7 tried what debt those properties had? 8 A. No, I did not know about the building, 9 what debt that had. I listened to Tom to advise 10 me. He always said -- and that's where my sister 11 and brother-in-law can attest to -- he always said, 12 "We'll take the HELOC. We'll take the HELOC." Why 13 did I -- I never questioned him. Why would I want 14 a HELOC? 15 Q. You didn't know what mortgages or debts 16 there may or may not have been at the time of 17 trial, correct? 18 A. I would say correct. I knew in my head 19 possibly that I knew that, you know, there was a 20 few homes that didn't have anything on them, you 21 know, and also, I knew the \$350,000 HELOC, but I 22 thought the building was free and clear. So, you 23 know -- 24 Q. And Tim was not answering discovery</p>	<p style="text-align: right;">Page 59</p> <p>1 building and Tom Popovich was helping me -- we 2 tried to sell it. We still didn't know -- you know 3 what he told me? "Go over there and clean that up, 4 Chris. Clean the building up." The building was, 5 like, a mess inside. I had my four kids -- 6 Q. When was this, though, I want to know. 7 A. It was after -- after, like, I received 8 the building after the divorce was final. I got 9 the building, and I got the house. And after the 10 divorce was final, we didn't know there was any 11 debt on the building. 12 So the building was up for sale, and 13 Chris is thinking I'm going to have a million 14 dollars. He even said to me, "How does it" -- 15 after we got awarded that building and my house -- 16 and Barb and Jack were in the car with me; I had it 17 on speaker -- Tom's, like, "How does it feel to be 18 a millionaire, Chris?" 19 Q. My question was: When did you find out 20 that it had debt on it? 21 A. It was probably not until eight or nine 22 months later, because what happened -- like I said, 23 it goes back to my husband wasn't paying on that. 24 Nothing ever came to me. Tom never settled it and</p>
<p style="text-align: right;">Page 58</p> <p>1 throughout the history of the case, correct? 2 A. Tim was not being fair. 3 Q. He was lying, right? 4 A. He was. 5 Q. Okay. And Popovich was doing what he 6 could to try to uncover the facts for you, correct? 7 A. I disagree, no. I will say no. 8 Q. Popovich conducted discovery on your 9 behalf? He conducted investigation? 10 A. But not a very good one if he didn't 11 discover that there was a \$540,000 loan on the 12 building and back taxes in arrears and especially 13 when he owns 30 properties himself and claimed to 14 be -- that he owned all these properties and he has 15 a minor in accounting. 16 Q. Okay. And which building are you 17 talking about? 18 A. The building, the commercial building in 19 Johnsburg. 20 Q. BlueStar? 21 A. BlueStar. 22 Q. When is it that you found out about the 23 debt on that building? 24 A. It wasn't until I was awarded the</p>	<p style="text-align: right;">Page 60</p> <p>1 said, "Hey, Chris, this is the -- this is your 2 building. Here's the deed. This is free and 3 clear." All he told me was, "Go clean it up." 4 So it was eight or nine months later, 5 I'm at the property on Old Bay Road. I get a FedEx 6 truck pull up and hands me, like, the bank is 7 putting the -- it in foreclosure. 8 Q. Okay. When did you -- 9 A. When was that? 10 MS. WALCZYK: Hold on. 11 BY MR. FLYNN: 12 Q. When was that FedEx package -- 13 MR. FLYNN: Sorry. Go ahead. 14 MS. WALCZYK: No, I'm sorry. Can we take a 15 break really quick after this question and answer? 16 MR. FLYNN: After this, yeah. 17 MS. WALCZYK: Just a quick one. 18 BY THE WITNESS: 19 A. I would say at least -- I think my 20 divorce was finalized in May -- November. 21 BY MR. FLYNN: 22 Q. November of 2015? 23 A. I believe, yeah, in that timeframe, 24 November, you know, yeah.</p>

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1 Q. And you received a notice of foreclosure
2 at that time?
3 A. In -- yeah, that they wanted payment.
4 And Tom, his advice was, "Don't give them another
5 penny, Chris." I learned my lesson with my house.
6 My house, he put in foreclosure.
7 MR. FLYNN: Okay. We are going to take a
8 small break.
9 (WHEREUPON, a recess was had.)
10 (WHEREUPON, certain documents were
11 marked Plaintiff's Deposition
12 Exhibit Nos. 1 through 5, for
13 identification, as of 01/20/2021.)
14 BY MR. FLYNN:
15 Q. We are going to mark some exhibits.
16 Before we do that, though, I just want to ask you a
17 few questions, Ms. Interrante.
18 Did you read Judge Costello's ruling on
19 April 27, 2015?
20 A. I believe yes, I did.
21 Q. Okay. Did you discuss it with Tom
22 Popovich shortly thereafter?
23 A. I don't recall.
24 MS. WALCZYK: Put that down, and listen to the

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1 question.
2 THE WITNESS: Oh, I'm sorry.
3 BY THE WITNESS:
4 A. I thought you wanted me to look at that.
5 BY MR. FLYNN:
6 Q. Not yet. After the judge ruled and
7 issued his opinion, did you talk to Tom about it?
8 A. Most likely yes.
9 Q. What did you say, and what did he say?
10 A. I don't recall.
11 Q. Okay. Fast forward to March 16, 2016.
12 This is after the trial. Popovich filed a motion
13 for sanctions. Do you recall that?
14 A. I don't recall.
15 Q. Do you recall at any point in time in
16 March of 2016 that there were eight contested
17 motions pending in the case at that time?
18 A. I believe yes. I don't know the amount
19 exactly.
20 Q. Do you know why there were eight
21 contested motions pending at that time?
22 A. No.
23 Q. Okay. Showing you what's been marked as
24 Exhibit 1 in front of you, that is the complaint in

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1 this case against Popovich.
2 Do you recognize that lawsuit?
3 A. Yes.
4 Q. Okay. Did you review it and authorize
5 its filing?
6 A. Yes.
7 Q. And that was filed on October 19, 2018,
8 is that correct?
9 THE WITNESS: Is the date on there?
10 MS. WALCZYK: Yes.
11 BY MR. FLYNN:
12 Q. It's on the top right.
13 A. Yes.
14 Q. Is that when that lawsuit was filed?
15 A. Yes.
16 Q. Okay. Okay. I want to jump to Page 3
17 of Exhibit 1. Do you see, in Paragraph 10, the
18 allegation states, quote, "In fact, Popovich
19 breached the aforesaid agreement and his duty owed
20 Interrante by committing the following negligent
21 acts and/or omissions amongst others," colon, and
22 then there's a list of A through G? Do you see
23 that?
24 A. Yes.

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1 Q. The first one, A, says, quote, "Charged
2 unreasonable legal fees for unnecessary work well
3 in excess of \$100,000." Do you see that?
4 A. Yes.
5 Q. Did you ever receive a bill from
6 Popovich?
7 A. No. However, I think that I -- I tried
8 to file for bankruptcy, and I think Popovich had an
9 attorney come there and try to put in money, like,
10 his fees, into the bankruptcy.
11 Q. Like a lien?
12 A. Pardon?
13 Q. A lien of some sort?
14 A. No, just wanted his fees into the
15 bankruptcy.
16 Q. Okay. Again, you paid Popovich nothing
17 for any of his representation in the divorce case,
18 correct?
19 A. Correct.
20 Q. Okay. And you never received a bill
21 from him until you received something in connection
22 with your bankruptcy?
23 A. Correct.
24 Q. When did you file for bankruptcy?

<p style="text-align: right;">Page 65</p> <p>1 A. I can't recall. I don't know the exact 2 date. 3 Q. Who represented you in that? 4 A. His name was Lynch, Thomas Lynch. 5 Q. And where is he from? 6 A. He is from Hickory Hills. 7 Q. Okay. Is the bankruptcy over? 8 A. Yeah. 9 Q. Okay. And what was the result? 10 A. I couldn't even get approved for the 11 bankruptcy. I was trying at the very end to 12 consolidate all the debt and trying to get people 13 into the building, and possibly maybe I could save 14 everything, but I think it was too much debt, and 15 it was not approved. 16 Q. Okay. The next subparagraph of 17 Paragraph 10 of the complaint alleges Popovich 18 "failed to conduct the necessary discovery to not 19 only determine the value of Interrante's about to 20 be ex-husband's business, but to determine the 21 value of many assets that Interrante and her 22 husband had accumulated during the period of 23 marriage." Do you see that? 24 A. Yes.</p>	<p style="text-align: right;">Page 67</p> <p>1 that what was on the -- that there was debt on the 2 marital property during the divorce. 3 Q. How should he have done that? 4 MS. WALCZYK: I am going to object, calls for 5 a legal conclusion. If she knows, then she knows, 6 but -- 7 BY MR. FLYNN: 8 Q. If you know. 9 A. Do I know? I don't know. I'm not a 10 lawyer. 11 Q. Okay. Jumping down to Subparagraph D, 12 it says, quote, "Gave assets of Interrante to her 13 then former husband at a time when her husband owed 14 substantial amounts of money to her." What do you 15 mean by that? 16 A. Well, I would just say that he got many 17 properties that were free and clear while I got all 18 the debt. 19 Q. And those were awarded by the judge, 20 correct? 21 A. They were awarded by the judge, but on 22 the advice of Tom Popovich. 23 Q. What do you mean by "the advice of Tom 24 Popovich"?</p>
<p style="text-align: right;">Page 66</p> <p>1 Q. What necessary discovery is it that 2 Popovich didn't do? 3 A. On the building, the debt on the 4 building, the taxes in arrears, also the -- how 5 much BlueStar was actually worth with all the 6 machines. 7 Q. Do you know what Popovich did, if 8 anything, to discover financial information 9 relative to the building? 10 A. No. 11 Q. How is it that you're able to make this 12 allegation then? 13 A. Because that's what happened. I found 14 out that there was \$540,000 of debt on the building 15 after I was awarded it. 16 Q. So what discovery should have been done 17 that wasn't done? 18 A. The discovery on all the properties, 19 what was free and clear and what had debt. 20 Q. And what is it that Popovich should have 21 done that he didn't do, given that Tim was not 22 answering discovery properly and was lying? 23 A. He should have made sure that -- it 24 wasn't until -- he could have definitely found out</p>	<p style="text-align: right;">Page 68</p> <p>1 A. As my attorney, I listened to him. 2 Q. Now, the allegation is that Popovich 3 gave assets of Interrante to her then former 4 husband. Popovich didn't give any assets to Tim 5 Interrante, correct? 6 A. On his advice, I would say yes, he did. 7 Q. How did he give -- strike that. 8 How is it that Popovich gave you advice 9 that resulted -- 10 A. He actually told me, like, you know -- 11 you know, he never -- he actually just -- whatever 12 he said, I went along with. He never gave me the 13 option of, like, looking at what assets were free 14 and clear and how, you know, moving forward, like, 15 to be in a good state with my children. 16 Q. Again, so the case and the trial lasted 17 several months, is that right? 18 A. Yes. 19 Q. Okay. And the judge ultimately ruled 20 and gave you a written opinion as to what his 21 ruling was, correct? 22 A. Correct. 23 Q. So it was the judge that awarded any 24 assets whether they be to you or to Tim, is that</p>

<p style="text-align: right;">Page 69</p> <p>1 right?</p> <p>2 A. Correct. And I just want to interject,</p> <p>3 however, like I said, during that trial, I think it</p> <p>4 was the -- my attorney that should have been</p> <p>5 forthcoming that there was -- it never came out --</p> <p>6 because what the judge is receiving is what the</p> <p>7 lawyers are putting in front of him, and it never</p> <p>8 came out that I had -- the judge, I believe,</p> <p>9 wouldn't have awarded me that building if there was</p> <p>10 \$600,000 of debt on it.</p> <p>11 Q. Have you read the court file on the</p> <p>12 divorce case?</p> <p>13 A. I have read parts of it.</p> <p>14 Q. You haven't read it in its entirety?</p> <p>15 A. What court file are you speaking of?</p> <p>16 Q. The file that is actually housed at the</p> <p>17 courthouse relative to the divorce case.</p> <p>18 A. No, I don't think I have.</p> <p>19 Q. Okay. You have seen some documents from</p> <p>20 it, though?</p> <p>21 A. Yes.</p> <p>22 Q. But you don't know everything that was</p> <p>23 filed and every document or piece of paper that was</p> <p>24 filed in the case on your behalf or on Tim's</p>	<p style="text-align: right;">Page 71</p> <p>1 And her name is Sheila Adams from First</p> <p>2 Bank, because I would call her and I would ask her</p> <p>3 her advice, and she would say, "I've seen this</p> <p>4 before." She goes, "If you want to stay in your</p> <p>5 home, don't stop paying on that."</p> <p>6 But then I would go to Tom, and he's,</p> <p>7 like, "Don't worry, Chris. Don't pay another</p> <p>8 dime."</p> <p>9 The timeframe, I know you're asking me,</p> <p>10 I'm not sure, but I did pay -- I do have copies of</p> <p>11 the checks. I was paying for a while until, you</p> <p>12 know, he's, like, "Don't give them another dime."</p> <p>13 So I didn't.</p> <p>14 Q. And this was by verbal advice or written</p> <p>15 advice or otherwise?</p> <p>16 A. Verbal. And I have my witnesses were in</p> <p>17 on those meetings, too. They heard that, too.</p> <p>18 Q. Okay. Moving on to Paragraph 12 on the</p> <p>19 next page, there's a reference to the advice being</p> <p>20 continued until Popovich withdrew on or about</p> <p>21 May 24, 2016, having a dispute with Interrante</p> <p>22 regarding fees. What dispute are you referring</p> <p>23 to --</p> <p>24 A. I don't recall that. I don't recall.</p>
<p style="text-align: right;">Page 70</p> <p>1 behalf, correct?</p> <p>2 A. Correct.</p> <p>3 Q. Okay. So it's fair to say that you</p> <p>4 don't know everything that Tom did on your behalf?</p> <p>5 Is that a fair statement?</p> <p>6 A. I guess that's a fair statement.</p> <p>7 Q. Let's move on to Subparagraph G of</p> <p>8 Paragraph 10. When is it that Tom advised you to</p> <p>9 stop paying on your home equity line of credit, and</p> <p>10 how did he tell you?</p> <p>11 A. He told me not to give them another</p> <p>12 dime, another penny, Chris.</p> <p>13 Q. I understand that's what he said. I</p> <p>14 said when and how did he tell you.</p> <p>15 A. I would say shortly after Mr. Interrante</p> <p>16 left our home, so -- because Mr. Interrante paid</p> <p>17 for everything and took care of, like, financial --</p> <p>18 all the financials.</p> <p>19 So when this was my job and then when</p> <p>20 Tom, you know, took over as my attorney, I was</p> <p>21 paying on this HELOC for quite some time. At first</p> <p>22 it was, like, \$900 a month, and like I said, we</p> <p>23 were living off my savings and my 401(k). And so I</p> <p>24 was paying on it.</p>	<p style="text-align: right;">Page 72</p> <p>1 MS. WALCZYK: Wait for him to finish.</p> <p>2 BY THE WITNESS:</p> <p>3 A. I'm sorry. Finish the question.</p> <p>4 BY MR. FLYNN:</p> <p>5 Q. What dispute over fees was there on</p> <p>6 May 24, 2016?</p> <p>7 A. I don't recall that.</p> <p>8 Q. Okay. By you saying, "I don't recall</p> <p>9 that," do you mean there was not a dispute over</p> <p>10 fees on May 24, 2016? Was there ever a dispute</p> <p>11 over fees with Popovich?</p> <p>12 A. Not -- no, I don't recall that.</p> <p>13 Q. Okay. So that paragraph in the</p> <p>14 complaint should be stricken; that's not accurate?</p> <p>15 A. He, actually -- I mean, he continued his</p> <p>16 advice. I mean, I literally -- that's true. I</p> <p>17 continued, you know, listening to his advice,</p> <p>18 actually, to the very end, you know.</p> <p>19 Q. But there was no fee dispute?</p> <p>20 A. That, I don't recall, but the other</p> <p>21 sentence, that's true. I mean, I continued taking</p> <p>22 his advice, yeah, until the very end.</p> <p>23 Q. Okay. Next paragraph, 14, it says, "It</p> <p>24 was not until immediately filing complaints with a</p>

<p style="text-align: right;">Page 73</p> <p>1 regulatory agency that Interrante discovered during 2 October of 2016 the wrongful behavior of Popovich 3 which Popovich had continued to conceal from her." 4 Do you see that? Did you make a complaint against 5 Popovich with some regulatory agency? 6 A. The ARDC. 7 Q. And that was in October of 2016? 8 A. Correct. 9 Q. And what is it that you discovered in 10 October of 2016 that was wrongful behavior? 11 A. That's when I was trying to, you know, 12 consolidate the debt and possibly, you know, still 13 save my home, save the building, you know, thinking 14 there's possibly equity there and maybe I could 15 make it all work. So that's when I went and tried 16 to file bankruptcy. 17 Q. Okay. 18 A. And at the advice of the bankruptcy 19 attorney, he was looking at everything, and he -- 20 on his advice and her advice, to file with the 21 ARDC. They just said this does not look right. 22 Q. Who are those lawyers? 23 A. Thomas Lynch and Laxmi Sarathy. She 24 worked for him at the time.</p>	<p style="text-align: right;">Page 75</p> <p>1 date that Popovich withdrew? 2 A. If that's what you have, then -- 3 Q. Okay. When is the next time you spoke 4 to Popovich after that date? 5 A. I don't recall. 6 Q. Did you ever speak to Popovich after 7 May 24, 2016? 8 A. I don't recall. 9 Q. As you sit here -- 10 A. Not that I am aware of. 11 Q. So you are not aware of ever speaking 12 with or communicating with Popovich after you 13 terminated him as your lawyer, is that right? 14 A. Yeah, I don't recall. I couldn't tell 15 you. 16 Q. You don't have any reason to believe, as 17 you sit here, that you did communicate with 18 Popovich, whether it be by text message, live in 19 person, by telephone, or in writing, after May 24, 20 2016? 21 A. I don't. I don't know. 22 Q. You don't have any reason to believe you 23 did, do you? 24 A. I don't know. I honestly don't know if</p>
<p style="text-align: right;">Page 74</p> <p>1 Q. They recommended that you contact the 2 ARDC? 3 A. They did. 4 Q. Did they also make complaints to the 5 ARDC? 6 A. Not that I'm aware of. 7 Q. Did they have anything to do with yours, 8 or did you send it? 9 A. I did it on my own. 10 Q. Okay. So you sent the letter to the 11 ARDC? 12 A. Correct. 13 Q. You are not aware of those two lawyers 14 making any communications to the ARDC? 15 A. I am not aware of that. 16 Q. Okay. What transpired when you 17 terminated Popovich? Did you just tell him that he 18 was no longer going to be your lawyer? How did you 19 communicate it? 20 A. I don't really recall. I think -- 21 Q. Was it by text message? 22 A. I don't recall. 23 Q. Okay. We talked about the date he 24 withdrew previously, May 24, 2016. Is that the</p>	<p style="text-align: right;">Page 76</p> <p>1 I did or didn't. 2 Q. But you don't recall any communication 3 with -- 4 A. Not that I am aware of. 5 Q. Okay. So when you made an ARDC 6 complaint in October of 2016, that was -- June, 7 July, August, September, October -- about five 8 months after you fired him, is that right? 9 A. Yes. 10 Q. And you don't recall communicating 11 with -- 12 A. I don't think I did. 13 Q. Well, let me get it on the record. 14 A. Okay. I'm sorry. 15 Q. You don't recall communicating with 16 Popovich during that five-month period, correct? 17 A. I don't recall that. 18 Q. Okay. Now, in Paragraph 14 of 19 Exhibit 1, it alleges -- I'll just read the 20 paragraph, quote, "It was not until immediately 21 filing complaints with a regulatory agency that 22 Interrante discovered during October of 2016 the 23 wrongful behavior of Popovich which Popovich had 24 continued to conceal from her," end quote. Do you</p>

<p style="text-align: right;">Page 77</p> <p>1 see that?</p> <p>2 A. Yeah.</p> <p>3 Q. You didn't communicate with Popovich</p> <p>4 from the time you fired him until you made this</p> <p>5 complaint in October of 2016, correct?</p> <p>6 A. Like I told you, that's when I tried to</p> <p>7 consolidate and file for bankruptcy, and it was at</p> <p>8 that time that they, you know, made me aware</p> <p>9 that --</p> <p>10 Q. Popovich didn't speak to you, let alone</p> <p>11 conceal anything from you, during that five-month</p> <p>12 period, correct?</p> <p>13 A. Not that I am aware of.</p> <p>14 Q. Carl Gilmore substituted as your</p> <p>15 attorney on May 24, 2016, correct?</p> <p>16 A. Correct.</p> <p>17 Q. And that was with an agreement to pay</p> <p>18 him \$250 per hour, is that right?</p> <p>19 A. I believe yes.</p> <p>20 Q. Okay. Did you pay Carl at that time?</p> <p>21 A. Yes.</p> <p>22 Q. Did you pay him a retainer?</p> <p>23 A. Yes.</p> <p>24 Q. How much was that?</p>	<p style="text-align: right;">Page 79</p> <p>1 A. When I was representing myself.</p> <p>2 Q. And was he still representing Tim at the</p> <p>3 time?</p> <p>4 A. No.</p> <p>5 Q. How is it that you communicated with Tom</p> <p>6 Loizzo, your ex-husband's ex-lawyer, when you were</p> <p>7 representing yourself in this case?</p> <p>8 A. No. Actually, I'll take that back. It</p> <p>9 was more about Tim than talking about Tom Popovich,</p> <p>10 my ex-husband.</p> <p>11 Q. I'm confused. So Loizzo spoke with you</p> <p>12 criticism about Tim Interrante as opposed to</p> <p>13 criticisms of Popovich?</p> <p>14 A. Not criticisms, no.</p> <p>15 Q. Complaints?</p> <p>16 A. No.</p> <p>17 Q. What is it that he said to you that made</p> <p>18 you initially think that there was a discussion</p> <p>19 about Popovich?</p> <p>20 A. Just, like, what he thought. He said to</p> <p>21 me, when I was representing myself, that he gave --</p> <p>22 he, Tim, got a good deal. Tim got a good deal.</p> <p>23 And he didn't understand why Tim was suing him.</p> <p>24 That's exactly what he said.</p>
<p style="text-align: right;">Page 78</p> <p>1 A. I think it was \$5,000.</p> <p>2 Q. Okay. At the time that you first</p> <p>3 retained Gilmore, did he render any negative</p> <p>4 opinions about the work that Popovich had done for</p> <p>5 you?</p> <p>6 A. Not that I am aware of.</p> <p>7 Q. In the meantime, has he ever criticized</p> <p>8 Popovich's representation of you?</p> <p>9 A. We didn't discuss that.</p> <p>10 Q. Never?</p> <p>11 A. I think I discussed that with him, but</p> <p>12 not that I am aware of, what his opinion was.</p> <p>13 Q. Okay. Is there any lawyer that has ever</p> <p>14 rendered an opinion or expressed to you criticism</p> <p>15 of Popovich's representation of you?</p> <p>16 A. Yes.</p> <p>17 Q. Outside of the lawyers representing you</p> <p>18 in this case, are there any lawyers that have</p> <p>19 expressed to you a criticism regarding Popovich's</p> <p>20 representation of you?</p> <p>21 A. In this case? Yes.</p> <p>22 Q. Who was that?</p> <p>23 A. Tom Loizzo.</p> <p>24 Q. When have you spoken with Tom Loizzo?</p>	<p style="text-align: right;">Page 80</p> <p>1 Q. So Loizzo was complaining about being</p> <p>2 sued --</p> <p>3 A. Yes.</p> <p>4 Q. -- by Tim and that he felt he had gotten</p> <p>5 Tim a good result?</p> <p>6 A. Yes.</p> <p>7 Q. Like most lawyers would do, right?</p> <p>8 Setting that aside and setting aside</p> <p>9 anything your lawyers in this case may have told</p> <p>10 you, is there any lawyer that you are aware of that</p> <p>11 has rendered an opinion to you --</p> <p>12 A. That's been in this case?</p> <p>13 MS. WALCZYK: Wait for his question.</p> <p>14 BY MR. FLYNN:</p> <p>15 Q. (Continuing) -- that's rendered an</p> <p>16 opinion to you criticizing Tom Popovich's legal</p> <p>17 representation of you?</p> <p>18 A. Not that I know of.</p> <p>19 Q. Not Tom Lynch or any bankruptcy lawyer?</p> <p>20 A. Oh, yes, yes.</p> <p>21 Q. Okay. What is it he said?</p> <p>22 A. That this looked like a mess. That</p> <p>23 this -- everything -- this was a mess, that this</p> <p>24 was not, you know, normal, that I should file with</p>

<p style="text-align: right;">Page 81</p> <p>1 the ARDC, that things just did not add up, it 2 should never have been like this. So, yes, then 3 yeah. I didn't think about it -- yeah. 4 Q. Did he specifically give you an opinion 5 as to how Popovich breached the standard of care in 6 his representation of you? 7 A. Not that I am aware of. 8 Q. Did he tell you what he did wrong? 9 A. Well, the position that I was in 10 seemed -- with everything that we had had and the 11 position that I ended up with, yeah. 12 Q. That it was a mess, correct? 13 A. Yes, correct. 14 Q. Did Lynch provide you with any specific 15 information as to why the mess was Popovich's 16 fault? 17 A. Not that I'm aware of. 18 Q. Okay. Is there any lawyer besides your 19 lawyers in this case that have given you an opinion 20 that the mess you're in is Popovich's fault? 21 A. I also had Craig Krandel, I believe, 22 yes. 23 Q. Who is Craig Krandel? 24 A. He, actually, was trying to help me with</p>	<p style="text-align: right;">Page 83</p> <p>1 help get the building -- that was even before I 2 went to bankruptcy. 3 Q. Okay. So Craig Krandel told you that 4 Popovich had not represented you properly? 5 A. Yeah, that things didn't seem right, 6 yeah, that I shouldn't have been in the mess that I 7 was in. It didn't seem right. He was trying to 8 help me, yes. 9 Q. And this is relative to the BlueStar 10 building, among other things? 11 A. Yes. 12 Q. When you had this discussion with 13 Krandel, where was it? 14 A. Well, he helped me get my home out of 15 foreclosure. He's a special lawyer. Because with 16 Tom, I asked what he was going to do about my home 17 being in foreclosure, and Tom said, "Don't worry 18 about it. Don't worry about it." Well, you know, 19 I was worried about it. 20 So Tom said he'd send a letter to First 21 Bank, but he never gave me a copy. Like, I never 22 received copies. I never received bills. I never 23 received anything he did during this whole trial, 24 also.</p>
<p style="text-align: right;">Page 82</p> <p>1 the bank to -- I was trying to, actually, pay the 2 bank when it went into foreclosure, and he was, 3 actually, trying to negotiate and help me, and that 4 was, actually -- he was doing that at the same time 5 I was represented by Popovich, and he stated the 6 same thing, that, you know, things were not right. 7 He was the one that actually said, 8 "Chris, you could have requested to sell all these 9 properties and have money in the bank, you know, 10 had the different options," which that was never 11 brought -- you know, there was never these options 12 to look out for myself. And I don't even care 13 about me. It's just my kids. 14 Q. So Craig Krandel is a lawyer? 15 A. Yes, he is. 16 Q. Where is he? 17 A. In Crystal Lake. 18 Q. When did you speak to him about your 19 case? 20 A. I am not sure of the dates. 21 Q. It was after Popovich withdrew? 22 A. No. He was, actually, with Popovich. 23 He would talk to Popovich. Popovich was still 24 representing me, and Craig was, actually, trying to</p>	<p style="text-align: right;">Page 84</p> <p>1 Well, anyway, when he -- I said -- then 2 I said, "I want to see what you sent to First 3 Bank," and it did not have my authorization or I 4 would never -- he even said, "I knew you'd be mad 5 about this, Chris." I'm a religious woman. I 6 could pay \$25,000 to get my home out of 7 foreclosure. And I did not authorize that. I 8 never saw that letter. 9 Well, that's when I went and got Craig 10 Krandel, was still represented by Tom Popovich, and 11 Craig said it might be too late, that it might be 12 too late to get my home out of foreclosure. 13 Q. Okay. So you knew at that time that 14 there was a mortgage on the home? 15 A. Not a mortgage. It was the HELOC. I 16 always knew that. He said, "We'll take the HELOC" 17 from the beginning. 18 Q. But with respect to any of the other 19 properties, did Krandel discuss finances with you? 20 A. No. It was just he strictly helped me 21 get my home out of foreclosure, and it was almost 22 too late. I had to take \$60,000 out of my 23 retirement account to get it out. 24 Q. Did Krandel specifically express any</p>

<p style="text-align: right;">Page 85</p> <p>1 opinion to you --</p> <p>2 A. About Popovich?</p> <p>3 Q. -- that Popovich had committed</p> <p>4 malpractice in his representation?</p> <p>5 A. No, no.</p> <p>6 Q. Okay. I'll ask that question generally</p> <p>7 with respect to any lawyers besides your own. Has</p> <p>8 any lawyer told you that Popovich committed</p> <p>9 malpractice?</p> <p>10 A. No.</p> <p>11 Q. Has any lawyer specifically told you</p> <p>12 that Popovich caused damages to you?</p> <p>13 A. Craig Krandel, yeah.</p> <p>14 Q. When was that?</p> <p>15 A. That was -- you'd probably have to look</p> <p>16 up the dates that I got my home out of foreclosure,</p> <p>17 but I was still -- because I felt, you know, I was</p> <p>18 still conned by Popovich. Like, I felt I was still</p> <p>19 believing he was going to, you know, help me.</p> <p>20 Q. So Popovich was still your lawyer --</p> <p>21 A. Yes.</p> <p>22 Q. -- when Krandel --</p> <p>23 A. Helped with that piece --</p> <p>24 MS. WALCZYK: Hold on. Hold on a second.</p>	<p style="text-align: right;">Page 87</p> <p>1 Q. You were asked to produce all these</p> <p>2 documents, correspondence, agreements, draft</p> <p>3 agreements, E-mails, letters, text messages, and</p> <p>4 other documents between you and Popovich. Do you</p> <p>5 see that?</p> <p>6 A. Um-hmm.</p> <p>7 Q. Have you produced everything, to your</p> <p>8 knowledge?</p> <p>9 A. To my knowledge, yes.</p> <p>10 Q. And you signed an affidavit of</p> <p>11 completeness on the last page, right?</p> <p>12 A. Okay. Yes.</p> <p>13 Q. Did you perform any search for text</p> <p>14 messages?</p> <p>15 A. Did I? No.</p> <p>16 Q. And that's because you don't have the</p> <p>17 same cell phone that --</p> <p>18 A. Correct.</p> <p>19 MS. WALCZYK: Hold on.</p> <p>20 BY MR. FLYNN:</p> <p>21 Q. Okay. Moving on to Exhibit 3, these are</p> <p>22 your answers to interrogatories. Do you recognize</p> <p>23 your signature on the last page?</p> <p>24 A. Yes.</p>
<p style="text-align: right;">Page 86</p> <p>1 Wait for the question.</p> <p>2 BY MR. FLYNN:</p> <p>3 Q. Just so the record is clear, Popovich</p> <p>4 was your lawyer still when Krandel expressed this</p> <p>5 opinion to you?</p> <p>6 A. Yes.</p> <p>7 Q. Okay. Did Carl Gilmore file a motion to</p> <p>8 hold Tim in contempt of court at one point?</p> <p>9 A. I don't recall. Possibly, yes, but I</p> <p>10 can't be sure. There's so much that happened.</p> <p>11 Q. Okay. And then Carl was your lawyer for</p> <p>12 about, say, six and a half months or so. He</p> <p>13 withdrew on January 17, 2017, citing a failure to</p> <p>14 pay, correct?</p> <p>15 A. Correct.</p> <p>16 Q. Did he obtain a judgment against you for</p> <p>17 11,928.95?</p> <p>18 A. Yes.</p> <p>19 Q. Okay. I just want to show you what's</p> <p>20 been marked as Exhibit 2, which is in front of you.</p> <p>21 These are your response to requests for production.</p> <p>22 If I could direct your attention to No. 2, do you</p> <p>23 see the second paragraph there?</p> <p>24 A. Yes.</p>	<p style="text-align: right;">Page 88</p> <p>1 Q. Okay. And that's dated July 30, 2019?</p> <p>2 A. Yes.</p> <p>3 Q. Did you review each of these</p> <p>4 interrogatory answers before you signed them?</p> <p>5 A. I did.</p> <p>6 Q. Now, on the first page, you've</p> <p>7 identified witnesses in this case. Do you see</p> <p>8 that?</p> <p>9 A. Yes.</p> <p>10 Q. You mentioned the Mischs, and then</p> <p>11 there's a number of other people.</p> <p>12 And what is it that you expect Drew Buss</p> <p>13 from Buss Ford to testify to in this case?</p> <p>14 A. That was one of my complaints. So</p> <p>15 Mr. Popovich told me -- the car that I had, which</p> <p>16 was paid for, it was a Yukon 2006 Denali and</p> <p>17 approximately worth \$10,000. I had some work done</p> <p>18 on it, but I took my kids all over the country with</p> <p>19 playing basketball, and I did have the work done,</p> <p>20 but it was acting up a little bit. So we tried to</p> <p>21 get, you know, a new car, but I couldn't.</p> <p>22 Tom sent me over to Buss Ford, with</p> <p>23 Drew. He said, you know, "They will get you in a</p> <p>24 new car." And we tried to trade in my Yukon</p>

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1 Denali, and because we were going through the
2 divorce, they wouldn't, you know, accept -- it was
3 marital property. So the Denali then was left
4 on -- you know, at Buss Ford, but it was my family
5 car.
6 Tom, to get me into -- it was a 2012
7 Lincoln Navigator, to get me into that, he had a
8 Ford Taurus on the lot, Tom Popovich, and Tom
9 Popovich used his Ford Taurus, which was worth
10 approximately -- I have that paperwork -- 9,000
11 some-odd dollars. He used that as, like, my car.
12 And then so I went into this Lincoln
13 Navigator, which was a \$741 payment a month, but he
14 said, "Don't worry because we are going to win so
15 big, we'll pay the car off, and you'll be good."
16 Well, when I went to go get my car from
17 Buss Ford, it wasn't there. So that's one of the
18 ways -- I drove over to Tom's business, and I
19 walked in, and I'm, like, "Where is my car?"
20 And he drove it over to my ex-husband's
21 business and gave him the keys, and he goes, "I
22 gave it to him."
23 And I said, "Why would you do that?
24 Without my consent, without my knowledge, why would

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1 you do that?"
2 "What's a measly ten grand, Chris? We
3 are going to win so big, what's a measly ten
4 grand?"
5 So that's why I have -- when I filed --
6 which things were starting to get, like, oh, it
7 doesn't seem right, but we were still in -- you
8 know, Barb and Jack, we still believed in him.
9 When I filed with -- that's what really was the
10 malpractice suit, when I filed with the ARDC, my
11 complaints, that was one of them, and it wasn't
12 until I got Tom Popovich's response to that and it
13 was a lie -- he said that I drove it over, gave him
14 the keys and --
15 Q. Gave who the keys?
16 A. Tom the keys.
17 Q. Okay. How did Tom have the keys to your
18 car?
19 A. They were at Buss Ford.
20 Q. Okay. And so back to my original
21 question. What is it that Drew Buss is expected to
22 testify to?
23 A. Well, showing that he lied.
24 Q. That what; that he gave keys to the car

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1 to Tom Popovich?
2 A. That vehicle was on Buss Ford's lot and
3 that Tom Popovich took the vehicle without my
4 authorization, without my knowledge, and gave it to
5 my husband -- my ex-husband.
6 Q. What color is the Lincoln Navigator?
7 A. White.
8 Q. Okay. Is that the same Lincoln
9 Navigator you drove up to this hotel today?
10 A. It is, yes.
11 Q. You got it back?
12 A. No. That's the car that I purchased.
13 Q. Okay. I'm confused about Tom's car that
14 was on the lot and your car and how that all is
15 related. Can you explain it a little more clearly?
16 A. Okay. Like I said, I -- Tom, on his
17 suggestion, "Go to Buss Ford. We'll get you a new
18 car." I was driving my kids all over the country.
19 Q. What were you driving at the time?
20 A. I was driving a 2006 black --
21 Q. Denali?
22 A. -- Yukon Denali, paid for.
23 Q. Okay.
24 A. Which Tom approximately said was worth

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1 about \$10,000.
2 Q. Okay.
3 A. Okay. So I got into this Lincoln
4 Navigator. It was a \$741 payment a month.
5 Q. You traded the Denali?
6 A. I couldn't trade it in because it was
7 during the divorce and it was marital property.
8 Q. What happened to the Denali?
9 A. It was left on the lot.
10 Q. Okay. And so you took a Lincoln
11 Navigator, and you left the Denali at the lot.
12 A. And in order to get me into the Lincoln
13 Navigator, Tom Popovich had a Ford Taurus. I have
14 that paperwork.
15 Q. So --
16 A. They have that paperwork.
17 Q. So the Ford was sold to the dealership?
18 A. It was used as a trade-in.
19 Q. As a trade-in, collateral, whatever you
20 want to call it. How much was the Taurus worth?
21 A. Approximately \$9,400.
22 Q. So Popovich gifted you or loaned you the
23 \$9,000 for the down payment on the Lincoln?
24 A. I guess so.

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1 Q. Okay. And have you paid that back?

2 A. No.

3 Q. Who is Martin Coonen?

4 A. But he also gave my car, which was

5 \$10,000, without my authorization or knowledge to

6 my ex-husband during the divorce.

7 MS. WALCZYK: Listen to the question.

8 BY THE WITNESS:

9 A. Go ahead.

10 MS. WALCZYK: Just answer the question.

11 BY MR. FLYNN:

12 Q. Who is Martin Coonen?

13 A. He represents me now in my divorce.

14 Q. Okay. So there's postjudgment

15 proceedings still ongoing?

16 A. Yes.

17 Q. Is Tim currently behind on child

18 support?

19 A. No.

20 Q. He's been paying?

21 A. Yes.

22 Q. What's Tim do for a living these days?

23 A. He works in construction. I don't know

24 what company or whatever.

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1 Q. Okay. Does he own any businesses, do

2 you know?

3 A. Not that I am aware of.

4 Q. Is he paying alimony?

5 A. I think it's just part of, like, the

6 child support that I get. It's not much. But I

7 think it's, like, in a lump sum.

8 Q. Okay. Has Martin Coonen expressed any

9 negative opinions or criticisms of Popovich's

10 representation of you?

11 A. Yes.

12 Q. What has he said?

13 MS. WALCZYK: I am going to object to

14 attorney/client privilege with Martin Coonen.

15 BY MR. FLYNN:

16 Q. Well, first let me ask you when he first

17 expressed any negative opinions about Popovich.

18 A. He also just basically said --

19 MS. WALCZYK: Well, don't tell him what he

20 said.

21 BY MR. FLYNN:

22 Q. Just when.

23 A. When?

24 MS. WALCZYK: Listen to the question.

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1 BY THE WITNESS:

2 A. When did -- whenever I actually had to

3 hire them. I don't know. You have to look up the

4 date.

5 BY MR. FLYNN:

6 Q. So after Carl Gilmore withdrew?

7 A. Yes.

8 Q. Did you have any -- when Carl Gilmore

9 withdrew in January of 2017, who was your next

10 divorce lawyer?

11 A. Martin Coonen.

12 Q. So he appeared for you in January of

13 2017?

14 A. I believe yes.

15 Q. Okay. And he rendered some negative

16 opinion about Popovich at that point in time?

17 A. A negative opinion stating that --

18 MS. WALCZYK: Don't talk about what was

19 discussed.

20 BY THE WITNESS:

21 A. Yeah, I am not going to say.

22 BY MR. FLYNN:

23 Q. Well, okay. Who is Karen Cameron?

24 A. A friend of mine who was actually also

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1 represented by Tom Popovich.

2 Q. And what is it she's expected to testify

3 to?

4 A. Her case. He wanted to put a lien on

5 her home.

6 Q. Is her case relevant to your case?

7 A. Well, I referred her to Tom Popovich in

8 the beginning because I thought that he was so

9 great.

10 Q. Okay. You also had Martin Coonen listed

11 as a witness. You've identified him. So I am just

12 asking why you have identified him. What is it

13 that he's expected to say?

14 A. The one thing that I -- when I went to

15 have a meeting with him --

16 MS. WALCZYK: Don't talk about what was

17 discussed.

18 THE WITNESS: Okay.

19 BY MR. FLYNN:

20 Q. Do you expect Coonen to testify to

21 anything other than privileged communications?

22 A. I can't say.

23 Q. You don't know?

24 A. I don't know.

<p style="text-align: right;">Page 97</p> <p>1 Q. Okay. Would it be fair to say he 2 shouldn't be on this list? 3 A. I am not going to say that. 4 Q. Okay. Who is Roger Garbacz? 5 A. Tom Popovich's friend. 6 Q. And why is he listed as a witness in 7 this case? 8 A. He actually became a renter in the 9 building at BlueStar. 10 Q. Okay. You were his landlord? 11 A. Yes. 12 Q. And what is it you're expecting him to 13 testify to? 14 A. Well, just everything, the way that it 15 was handled. He was put into the building by 16 Popovich. We didn't have a rental agreement. 17 Popovich said he'll pay \$3,000 a month for, like, 18 three years, which that wouldn't have covered 19 anything for me. 20 Q. Did he do so? 21 A. He did for a time, yes. He did. But 22 the building was so far gone that it wasn't 23 salvageable at that time. 24 Q. Well, what happened to his rent</p>	<p style="text-align: right;">Page 99</p> <p>1 BY THE WITNESS: 2 A. Yes. 3 BY MR. FLYNN: 4 Q. Okay. Moving on to the next one, No. 6, 5 you were asked to identify and describe each and 6 every instance in which Popovich violated the 7 standard of care in his representation of you, 8 including but not limited to the date on which each 9 breach or violation occurred, how you were damaged, 10 when you became aware that you were damaged. Do 11 you see that? 12 A. Yes. 13 Q. And you objected to that? 14 A. Yes. 15 Q. Do you see that? 16 A. Yes. 17 Q. Is it your testimony that you refuse to 18 answer how Popovich breached the standard of care 19 to you when he was your lawyer, and this is a legal 20 malpractice case in which you are suing him? 21 MS. WALCZYK: I'd just object. That calls for 22 a legal conclusion. If she knows any of the 23 reasons, she can answer, but if she doesn't -- 24 BY MR. FLYNN:</p>
<p style="text-align: right;">Page 98</p> <p>1 payments? Did he stop making them for some reason? 2 A. No. He continued to make them. 3 Q. Okay. So are you expecting him to 4 testify that Popovich found a tenant for your 5 property and that tenant paid \$3,000 a month to you 6 in rent? 7 A. Yes. 8 Q. Okay. If I could direct your attention 9 to No. 5, you've raised an attorney/client 10 privilege objection to this interrogatory. Do you 11 see that? 12 A. Where at? 13 MS. WALCZYK: No. 5. 14 THE WITNESS: Page 5? 15 MS. WALCZYK: Page 3. 16 THE WITNESS: I'm sorry. 17 BY MR. FLYNN: 18 Q. No. 5 on Page 3. 19 A. Okay. 20 Q. You've answered over the objection that 21 the lawyers represented you in post decree issues. 22 Do you see that? 23 A. Um-hmm. 24 MS. WALCZYK: Is that a yes?</p>	<p style="text-align: right;">Page 100</p> <p>1 Q. Do you know the answer to this 2 interrogatory? 3 A. No. 4 Q. You are just relying on other people, 5 whether they be expert witnesses or other lawyers, 6 to provide the answer to this, is that right? 7 A. I guess, yes. 8 Q. Okay. So, as you sit here, you don't 9 know how Popovich committed malpractice in the 10 case, is that a fair statement? 11 A. No, it's not a fair statement. 12 Q. Well, what is it that he did that -- did 13 or did not do that he should have done or not done? 14 A. Discovery, the main thing was the 15 discovery on the building. 16 Q. Again, do you know what discovery he did 17 on the building, if any? 18 A. In what he relayed to me, there was no 19 discovery. In what he told me or my understanding 20 and with my sister and brother-in-law and my 21 understanding -- and they can testify, also -- we 22 weren't told that there was any discovery. He 23 never conveyed that. 24 Q. Okay. The next clause in the sentence</p>

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1 is a little bit different. It says "including but
2 not limited to the date on which each breach or
3 violation occurred." Do you know when Popovich
4 committed malpractice or breached the standard of
5 care?
6 MS. WALCZYK: Same objection, calls for a
7 legal conclusion.
8 If you know, you can answer.
9 BY THE WITNESS:
10 A. Yeah, no.
11 BY MR. FLYNN:
12 Q. Okay. And when were you -- strike that.
13 When did you become aware that you were
14 damaged as a result of Popovich committing legal
15 malpractice?
16 A. When I found out that that building was,
17 like, going to be in foreclosure.
18 Q. The BlueStar building?
19 A. Correct.
20 Q. Exactly when was that?
21 A. Like I said, I think that was, like,
22 November of 2000 --
23 Q. '16?
24 A. Yeah, you know, that things were just

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1 not right, but you know, he kept assuring me, you
2 know, "Don't worry, Chris. Everything is going to
3 be great." He, actually, tried to put renters in,
4 you know, so --
5 Q. But Popovich's last communication with
6 you was March -- I'm sorry -- May 24th, 2016, or
7 prior thereto?
8 A. That we know of, yes.
9 Q. Okay. Okay. Directing your attention
10 to No. 8, "Identify the necessary discovery which
11 Popovich failed to conduct as alleged in
12 Paragraph 10(b) of your complaint," do you see
13 that?
14 A. Um-hmm.
15 Q. And then your answer was "Failure to
16 conduct discovery as to ex-husband's true income
17 and valuations/appraisals as to marital assets, for
18 example, boat, BlueStar machinery, motorcycle,
19 homes, land, among others listed in the dissolution
20 of marriage." Do you see that?
21 A. I do.
22 Q. Do you know what discovery was done in
23 connection with any of those assets that are listed
24 here?

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1 A. Yeah, I don't think there was much
2 discovery done.
3 Q. Okay. And what discovery was done, was
4 Tim Interrante answering it?
5 A. Not that I know of.
6 Q. So it's fair to say that Tim was being
7 evasive with respect to discovery that Popovich did
8 attempt?
9 A. I would -- yes.
10 Q. Okay. Do you know if any of the
11 discovery that Popovich served on Tim and his
12 lawyer was directed at loans on any assets? Did he
13 at least make the -- did he ask the question if
14 there were loans on any of the assets?
15 A. That, I don't know of. I don't know.
16 Q. You don't know?
17 A. No.
18 Q. Okay. Did you ever authorize Popovich
19 to hire an expert of any sort in connection with
20 the divorce?
21 A. He was going to do that to see how much
22 those machines were worth, but he never did that.
23 Q. The machines that were stored at the
24 BlueStar building?

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1 A. Correct.
2 Q. Okay. Did he discuss with you the type
3 of expert that would have been necessary?
4 A. I believe yes.
5 Q. Some type of machinery valuation expert?
6 A. Right.
7 Q. That would have cost money, right?
8 A. Right.
9 Q. How would you have retained such an
10 expert?
11 A. Yeah, I -- I didn't know. He never said
12 how much it was going to cost or anything like
13 that. I did at that time have about \$140,000 in my
14 401(k) account, you know, so possibly, if it -- you
15 know, I would have listened to him if, you know, it
16 was worth -- we should have had those machines
17 valued definitely, but he never said how much or he
18 never pushed the, you know --
19 Q. Well, did you ever ask Popovich to hire
20 any expert for valuation purposes for --
21 A. I relied on him -- I'm sorry. Go ahead.
22 Q. Did you ever ask Popovich to hire any
23 expert for valuation purposes or anything else?
24 A. No.

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1 Q. Did you ever ask him to hire a private
2 investigator?
3 A. No.
4 Q. Did you authorize him to hire any
5 financial experts or accountants to examine the
6 financial records that Tim produced?
7 A. I wish I would have, but I did not.
8 Q. Okay.
9 A. I relied on him.
10 Q. Right now I'm not going to ask you the
11 content of the discussions, but the subject matter,
12 I will ask you about.
13 Did you, after Carl Gilmore became your
14 divorce lawyer, discuss anything about the BlueStar
15 building after Tom withdrew?
16 A. The BlueStar building and --
17 Q. Debt.
18 A. The debt on the BlueStar building?
19 Q. Yes.
20 A. Possibly, yes. I am not 100 percent
21 sure.
22 Q. Okay. You've alleged in the complaint,
23 directing your attention back to Exhibit 1 --
24 THE WITNESS: Where is Exhibit 1?

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1 MS. WALCZYK: The complaint.
2 THE WITNESS: Oh, the very beginning?
3 MS. WALCZYK: Yeah.
4 THE WITNESS: This one?
5 MS. WALCZYK: This.
6 BY MR. FLYNN:
7 Q. Let me just strike the question.
8 Let me ask you this: Why is it that
9 you -- or how is it that you, again, learned of
10 Popovich's wrongful behavior in October of '16 and
11 not prior thereto?
12 A. Like I said, when I was trying to
13 consolidate all the debt and possibly save my home
14 and the building, I spoke with the bankruptcy
15 attorney, and I was trying to file for bankruptcy,
16 and I brought them everything that I had.
17 And they just looked -- they advised me
18 to file with the ARDC, that they felt that what was
19 in front of them was not, you know, correct, that,
20 you know -- so they were the ones that actually
21 brought to my attention, like, that I should
22 file -- I had never heard of the ARDC before. It
23 was Tom Lynch's company. And you know, things that
24 I was telling them, I was just trying to possibly

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1 save the building, you know, get renters in, pay
2 that debt off that wasn't even mine.
3 Q. So would it be fair to say that if it
4 hadn't been for your discussions with those lawyers
5 at that time in October of 2016 that you would not
6 have discovered your malpractice? Is that what you
7 are saying?
8 A. What I am saying is I trusted Tom
9 Popovich that thoroughly to the point where I was
10 almost homeless.
11 Q. With all due respect, that's not the
12 point of my question. I'm just asking when you
13 learned of the malpractice and how you learned of
14 it, and you have claimed privilege on certain
15 interrogatory answers, and if your testimony is
16 that the only reason you found out about Popovich's
17 malpractice was because of discussion you had with
18 a lawyer in October of 2016, then I am going to
19 start asking questions about that. Is that how you
20 found out about it?
21 A. That was -- that their suggestion -- not
22 the malpractice. It wasn't until after I filed,
23 you know, the wrongdoings of Tom Popovich that
24 they -- you know, when I went in there. It was

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1 when I got his response that were, basically,
2 lies --
3 Q. Let me ask --
4 A. -- that I filed the malpractice suit.
5 Q. Why is it that you didn't file your
6 lawsuit against Popovich until October 19 of 2018?
7 A. Because I still believe -- like, I still
8 was believing everything. I actually felt like if
9 I left Tom Popovich that I was really going to
10 still be sunk. I didn't actually go with my own
11 gut feeling, you know, things weren't right. And
12 he was a lawyer, so I don't -- I don't, like --
13 this is -- this was all new to me. So I trusted
14 him. I trusted him with everything that he said.
15 I trusted him.
16 Q. My question is: Why didn't you file the
17 lawsuit until October 19, 2018?
18 A. Because during that time I was still, I
19 think -- the timeframe, I was still trying to piece
20 everything together, you know, and then it got so
21 bad that I just thought I have to do something.
22 Q. So it's fair to say there was a seamless
23 transition from the time Popovich withdrew and Carl
24 Gilmore became your divorce lawyer on May 24, 2016,

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1 correct?
2 A. But he could not --
3 Q. I am just asking about dates. Is that
4 correct?
5 A. That's correct.
6 Q. Okay. There was no period of time where
7 you were not represented by a divorce lawyer in May
8 of 2016, correct?
9 A. I am not sure.
10 Q. Okay. So if you had any issues with the
11 representation of Popovich, there was nothing
12 preventing you from asking Carl Gilmore about it,
13 correct?
14 A. Well, that's why I went to Carl Gilmore,
15 yeah, to try to get me out of the mess that I was
16 in. I was going to every lawyer I could to try to
17 help me.
18 Q. But my question is: If you had any
19 concerns about Popovich's representation -- and
20 obviously, you fired him, so you had some concerns,
21 correct?
22 A. Correct.
23 Q. There was nothing preventing you from
24 seeking an opinion from Carl Gilmore in May of 2016

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1 about whether Popovich properly represented you, is
2 that fair to say?
3 A. Yeah, that's -- yeah, that is the reason
4 that I went there, to try to get things
5 straightened out, like, with the building and
6 everything else, yeah.
7 Q. And same question with respect to June
8 of 2016; there was nothing preventing you from
9 seeking the opinion of a lawyer about whether
10 Popovich properly represented you, is that fair to
11 say?
12 A. That's fair to say.
13 Q. Same question with respect to July,
14 August, and September of 2016; there was nothing
15 preventing you from seeking the opinion of a lawyer
16 about whether Popovich breached the standard of
17 care when he represented you as your divorce
18 lawyer, correct?
19 A. Correct.
20 Q. Okay. Popovich actually caused your
21 husband to be evicted from the BlueStar building,
22 is that right?
23 A. Yes.
24 Q. Okay. And when was that exactly?

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1 A. I don't know the dates on that.
2 Q. Exhibit 3, if you turn to Page 10 --
3 MS. WALCZYK: That is the interrogatories.
4 THE WITNESS: This one?
5 MS. WALCZYK: I think so, yeah.
6 BY THE WITNESS:
7 A. Page 10?
8 BY MR. FLYNN:
9 Q. Paragraph H is part of an answer to
10 Interrogatory No. 18, and I'm just going to direct
11 your attention to the second half of the answer.
12 It says "When I hired Martin Coonen, he told me
13 within 30 seconds how much debt was on the
14 building." And that's referencing the BlueStar
15 building, correct?
16 A. Correct.
17 Q. Did Carl Gilmore ever discuss with you
18 debt on the BlueStar building?
19 A. Well, when I went in, that was -- I was
20 looking for another -- I was trying to hire Martin
21 Coonen, and I was amazed because within 30 seconds
22 he said -- he asked me the address, and at that --
23 he found out the debt on the building like that.
24 Q. This is in January of 2017?

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1 A. I believe you have that date.
2 Q. In January '17 after your discussion
3 with Martin Coonen was the first time you learned
4 of 500 --
5 A. No, no. I mean, we knew -- I think then
6 we knew -- like I said, it was eight months after
7 the divorce or whatever that we knew that we had
8 debt on the building, and actually, Mr. Popovich
9 was trying to negotiate with Wag, trying to get
10 this Wag into the building, which was a dog place
11 and whatever. So we -- at that time we didn't know
12 there was debt on the building. This was --
13 Q. So what is the point of that sentence
14 about Carl --
15 A. Meaning, like, immediately that I guess
16 you can pull that up, and he knew that there was
17 debt on the building, but Mr. Popovich didn't know
18 that.
19 Q. Do you know how he learned -- I'm sorry.
20 Strike that.
21 Do you know how Martin Coonen learned
22 within 30 seconds how much debt was on the BlueStar
23 building?
24 A. He just asked me a few questions.

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1 Q. And then what did he do?
2 A. He asked the address. He pulled it up.
3 Q. So he had some --
4 A. Just his computer.
5 Q. Okay. So you're not sure what he
6 accessed to learn that information?
7 A. No.
8 Q. Okay. Going down to Page 12, we're
9 still on that same interrogatory answer -- I'm
10 sorry. We're not. We are on the answer to No. 19
11 on Page 12. In Subsection L, there's a reference
12 to a billing statement of \$227,000.
13 A. That's the number I told you about.
14 Q. Did you produce that billing statement
15 in this case?
16 A. Actually, I think they tried to put it
17 into the bankruptcy. I think you could -- you'd
18 have to check with the bankruptcy attorneys. I
19 think they tried to put that in the bankruptcy.
20 Q. My question is -- I don't recall seeing
21 it.
22 A. No.
23 Q. I don't recall seeing it. So have you
24 produced it to your lawyers to produce to me?

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1 A. No.
2 Q. Why not?
3 A. I don't have that.
4 Q. You don't have it, but you have seen it?
5 A. Yes. That's what Laxmi, one of the
6 bankruptcy attorneys, that's what I was told from
7 her, that that was the amount that Mr. Popovich
8 tried to put into my bankruptcy, and she actually
9 refused, and that was one of the reasons they said
10 to file with the ARDC.
11 Q. Who is Gary Soosikian?
12 A. He is, actually -- just showing a
13 credit -- trying to restore your credit. My credit
14 was totally -- it's still really bad.
15 MR. FLYNN: And I'll spell it for the court
16 reporter. It's S-o-o-s-i-k-i-a-n.
17 BY MR. FLYNN:
18 Q. Is that a lawyer?
19 A. No.
20 Q. Just some kind of debt repair service?
21 A. Correct.
22 Q. Okay. Now, you would agree that
23 Popovich would not be able to retain an expert
24 witness to evaluate the machinery without your

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1 authorization, correct?
2 A. I don't know that.
3 Q. Would you have expected Popovich to hire
4 an expert to value the machinery at BlueStar
5 without your authorization?
6 A. He did a lot of things without my
7 authorization.
8 Q. That's not my question.
9 A. Then yeah, yes.
10 Q. You would?
11 A. Yeah.
12 Q. Showing you what's been marked as
13 Exhibit 4 in your pile of exhibits there, do you
14 recognize this document?
15 A. From a long time ago. Yes, that's my
16 signature.
17 Q. Okay. Is this the written retainer or
18 engagement agreement between you and the Popovich
19 law office?
20 A. I believe yes.
21 Q. Okay. And it's dated November 27, 2013?
22 A. Yes.
23 Q. Okay. Did you, actually -- when did you
24 first speak to Tom about possibly retaining his

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1 services?
2 A. I'm not sure.
3 Q. This was fairly close to the beginning
4 of the relationship, wasn't it?
5 A. I'm not sure how long before. It was --
6 it was some months later.
7 MS. WALCZYK: I'm sorry, George. I just want
8 to comment that the first page I have is a letter
9 from Mr. Popovich. Was that the -- is that
10 correct, or are they supposed to be stapled
11 together, the February 15, 2017, letter with the
12 November 27, 2013, engagement?
13 MR. FLYNN: Oh, no. That must have been --
14 MS. WALCZYK: I think that's what Chris has,
15 too. I just wanted to make sure.
16 MR. FLYNN: The first page should be the
17 November 17, 2013, letter, and it should be marked
18 POP667.
19 MS. WALCZYK: Okay.
20 THE WITNESS: So take the first one off?
21 MS. WALCZYK: Yes.
22 MR. FLYNN: That must have been stapled wrong.
23 Sorry about that.
24 MS. WALCZYK: That's okay. I just wanted to

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1 make it clear.
2 Yes, just rip the first page off.
3 MR. FLYNN: We'll need to remark the original.
4 Why don't we just take a break and have the court
5 reporter mark that. I'm sorry.
6 (WHEREUPON, a recess was had.)
7 BY MR. FLYNN:
8 Q. We'll try this again. Exhibit 4 is the
9 engagement letter you signed with Popovich's law
10 office, correct?
11 A. Correct.
12 Q. Okay. That's dated November 27, 2013,
13 and you think you signed it on or about that date?
14 A. I would say I believe yes.
15 Q. Okay. Then Popovich entered his
16 appearance just shortly thereafter, on December 6th
17 of 2013, correct?
18 A. Correct.
19 Q. Okay. Now, the fee arrangement
20 according to this engagement letter is 350 an hour,
21 correct?
22 A. Correct.
23 Q. And then on Page 2 it indicates "Client
24 is responsible for costs," and that includes filing

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1 fees, court reporter charges, subpoena fees, expert
2 witness/consultant fees, et cetera, et cetera,
3 correct?
4 A. Correct.
5 Q. Okay. Did you keep a copy of this
6 engagement letter after you signed it?
7 A. I possibly have a copy somewhere.
8 Q. Okay. Who is Jim Hooker? Do you know
9 that name? Is it an appraiser?
10 A. Yes.
11 Q. Did Popovich subpoena Jim Hooker?
12 A. I believe yes.
13 Q. Do you know why that was?
14 A. To get the value, I think, of our home.
15 Q. Of your own home?
16 A. 1420.
17 MR. FLYNN: Okay. I am going to mark a few
18 more exhibits.
19 (WHEREUPON, certain documents were
20 marked Plaintiff's Deposition
21 Exhibit Nos. 6 and 7, for
22 identification, as of 01/20/2021.)
23 BY MR. FLYNN:
24 Q. Showing you what's been marked as

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1 Exhibit 6 and 7 --
2 MS. WALCZYK: I think I am missing one.
3 MR. FLYNN: I'm sorry. Did we mark Exhibit 5?
4 MS. WALCZYK: You did, yeah, the April 27th
5 order, 2015. But now I don't have No. 6, the
6 January 8th order. That's what I am missing.
7 MR. FLYNN: Exhibit 4 was the engagement
8 letter. Exhibit 5 that's marked as the original,
9 what is that one?
10 MS. WALCZYK: It's the memorandum, April 27th,
11 2015, memorandum decision and order.
12 MR. FLYNN: Okay. So that's No. 5.
13 BY MR. FLYNN:
14 Q. Ma'am, showing you what's been marked as
15 Exhibit 5, this is Judge Costello's April 27
16 memorandum opinion in the divorce case, correct?
17 A. Yes.
18 Q. This is the decision?
19 A. Okay. Yes.
20 Q. So he considered all the evidence, and
21 he ruled, right?
22 A. Yes.
23 Q. So all the awards of assets and child
24 support and alimony that was the decision of the

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1 judge in this case, that's all written here in this
2 opinion? Whether you like it or not, it's all in
3 here, though, right?
4 A. Yes.
5 Q. Did you talk to Popovich about appealing
6 any of the rulings in the decision?
7 A. I believe Popovich said that we could
8 appeal.
9 Q. Did he tell you how or why?
10 A. No.
11 Q. Okay. Okay. And do you have an
12 Exhibit 6 in front of you?
13 THE WITNESS: This one?
14 MS. WALCZYK: What is that one?
15 THE WITNESS: Memorandum decision and order.
16 BY MR. FLYNN:
17 Q. What date is that one; January 8, 2014?
18 A. Yes.
19 Q. Okay. That's 6. And this relates to an
20 evidentiary hearing on various dates, concluding on
21 January 2, 2014, correct?
22 A. Correct.
23 Q. Do you know what this one was about?
24 A. No.

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1 Q. Okay. Was this -- was child support one
2 of the issues?
3 A. It looks like, yes.
4 Q. Okay. And if you see the judge's
5 opinion on Page 2 at the top, he's writing about
6 how the parties differ, and then he put in
7 parentheses "greatly," end paren, about the
8 calculation of the respondent's net income,
9 correct?
10 A. Correct.
11 Q. He's talking about Tim's income. So
12 even the judge was expressing his inability to, I
13 guess, understand what Tim's net income was, right?
14 A. Yes.
15 Q. Okay. And then in the middle -- in the
16 middle of that page, the Court wrote, quote, "In
17 making that finding, the Court notes only one year
18 of tax returns, 2012, was produced, making it not
19 feasible to determine income based on a yearly
20 average." Do you see that?
21 A. Yes.
22 Q. Now, do you believe that Popovich asked
23 for all of the relevant tax returns?
24 A. I don't know.

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1 Q. Okay. On the last page of the order,
2 the Court awarded temporary child support of 4,000
3 a month and temporary maintenance of 2,000 a month,
4 correct?
5 A. Where does it say the maintenance,
6 2,000?
7 Q. The last page, Page 12.
8 A. Okay. Correct.
9 Q. Okay. Moving on to Exhibit 7, can you
10 tell me what you have as Exhibit 7?
11 A. Is that the April 27th, 2015?
12 MS. WALCZYK: No. That is this one.
13 BY THE WITNESS:
14 A. Okay. March 23rd, 2015.
15 MR. FLYNN: Okay. So do you have a copy?
16 MS. WALCZYK: I do, yes. Thanks.
17 BY MR. FLYNN:
18 Q. Okay. This was a filing made by
19 Mr. Popovich, correct?
20 A. Correct.
21 Q. And this is his summary of all the
22 evidence and his analysis of all the evidence from
23 the trial, correct?
24 A. I believe yes.

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1 Q. Okay. It's a 33-page closing argument
2 is what it says on the front page, correct?
3 A. Yes.
4 Q. Have you read this document?
5 A. I believe I have.
6 Q. Okay. Is there anything, as you sit
7 here, that you disagree with?
8 A. Well, it's been a while since I've read
9 it, so I'd have to read it again.
10 MR. FLYNN: Okay. I'm going to mark
11 Exhibit 8.
12 (WHEREUPON, a certain document was
13 marked Plaintiff's Deposition
14 Exhibit No. 8, for identification,
15 as of 01/20/2021.)
16 BY MR. FLYNN:
17 Q. Okay. Exhibit 8 is a group exhibit, and
18 it's not pages that are in order. This is a
19 sampling of printouts of the text messages that I
20 have -- that Popovich has produced in this case.
21 The first one is POP4536. The last one is POP
22 2630. But again, this is not a consecutive
23 numbering. These are just random selections. I
24 will read how many pages it is, though. I show 17

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1 pages.
2 Okay. Have you had a chance to review a
3 few of these?
4 A. I did.
5 Q. Each of these text message printouts has
6 a line indicating who it's from and who it's --
7 when it's sent. Do you see that?
8 A. Yes.
9 Q. On the first page, there's an
10 847-338-7864 number. Do you see that?
11 A. Yes.
12 Q. Whose is that?
13 A. Me.
14 Q. And it's got your name next to it?
15 A. Right.
16 Q. And the date that's reflected below
17 that, can you tell if that's an accurate date based
18 on when this particular text message was either
19 sent or received?
20 A. I would say yes.
21 Q. So you authored this text message. You
22 said "I think we have to appeal. No way a
23 stay-at-home mom, sole custody of four kids, gets
24 over 900 in debt from her ex corporations. Does

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1 not add up." Is that correct?
2 A. That's correct.
3 Q. You sent that at 4:48 a.m. on
4 November 24th?
5 A. Yes.
6 Q. Okay. The next page is a text from
7 April 11, 2015. Do you see that?
8 A. Yes.
9 Q. I'm sorry. October 11th --
10 A. October, yes.
11 Q. -- 2015. Popovich is still your lawyer
12 at that date?
13 A. Yes.
14 Q. What did you mean, "Wait for the day
15 when I can pay you. I worry about that. I can
16 never repay you enough. All I can ever say now is
17 thank you"?
18 A. Well, that was going back to the
19 agreement with -- the verbal agreement that we had
20 as far as he said, "Don't worry about it, Chris.
21 When Cal graduates high school, you know, we'll
22 square up."
23 Q. What is it you were thanking him for?
24 A. Because I -- I believed in him all the

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1 way. I did. I don't -- I believed him. That's
2 why I was -- I was so conned, because anything he
3 did, I was thankful for, you know.
4 Q. You believed at that time he was working
5 hard for you?
6 A. Yeah.
7 Q. And doing what he could to represent
8 you?
9 A. I did.
10 Q. Okay. Two pages after that, October 12,
11 2015, you said "He would not even look at me or
12 Jack. His face was so twisted."
13 A. That was talking about my ex-husband.
14 Q. Was that after a hearing of some sort?
15 A. Most likely, yes.
16 Q. Okay. So you were sort of venting to
17 Tom about how your ex-husband wouldn't look at you
18 in court?
19 A. Correct.
20 Q. Okay. The next page, October 13, 2015,
21 did you author this one?
22 A. Yeah. Yes.
23 Q. You said "You did such an awesome job.
24 I loved when you asked, is this loan in arrears?

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1 Has BlueStar been paying it? He was such a liar
2 when he did not answer if he ever." Now, this was
3 a text from you to Tom?
4 A. Correct.
5 Q. You were telling him what a good job --
6 or an awesome job he did, right?
7 A. Correct.
8 Q. And that was in connection with what?
9 A. The BlueStar building.
10 Q. Was this again following the hearing
11 that you sent this text or a deposition?
12 A. Most likely, yes.
13 Q. Okay. So, in any event, it was
14 testimony?
15 A. Right.
16 Q. You were complimenting Popovich on the
17 job that he did in cross-examination?
18 A. Correct.
19 Q. And Popovich asked if the loan was in
20 arrears, which loan was that?
21 A. I'm not sure. It said -- it says the
22 BlueStar -- oh, I think it's the HELOC because the
23 BlueStar -- I'm not sure, but he took out the HELOC
24 on our home --

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1 Q. To pay for machinery?
2 A. Correct.
3 Q. You were asking if Tim had been paying
4 that loan?
5 A. On that, right, and that was, actually,
6 the -- you know, on our home.
7 Q. And do you recall what Tim's answer was
8 to those questions?
9 A. No, I don't.
10 Q. Well, you said he lied.
11 A. I don't recall.
12 Q. Was it your belief that Tim was lying
13 during this testimony, whatever it was?
14 A. Most likely, yes.
15 Q. Okay. Okay. That text message,
16 actually, goes on to the next page. So I think the
17 full sentence is, "He was such a liar when he did
18 not answer if he ever paid on it."
19 A. Okay.
20 Q. So was his answer that he hadn't paid on
21 it, or can you tell from this?
22 A. "He was such a liar when he did not
23 answer if he ever paid on it." You can't tell,
24 like, if he ever did pay on it or not pay on it. I

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1 don't know.

2 Q. Okay. And the next couple pages, the

3 one ending in 379, again, you're complimenting

4 Popovich on proving that it is BlueStar's debt. Do

5 you see that?

6 A. Yes.

7 Q. So there was some question before this

8 testimony about whether the HELOC was used for

9 BlueStar machinery, is that right?

10 A. Right.

11 Q. And did Tom Popovich uncover the answer

12 to that in this testimony?

13 A. I believe it says, yes.

14 Q. Okay. So he elicited evidence that Tim

15 had been using the HELOC on the house to buy

16 machinery for BlueStar?

17 A. Correct.

18 Q. Okay. Now, when you type the word

19 "Inner" --

20 A. That's pertaining to my ex-husband.

21 Q. That's a nickname for your ex-husband?

22 A. Yes.

23 Q. Inner?

24 A. Yes, Inner.

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1 Q. Inner like weld?

2 A. Yes.

3 Q. So you call him by the name of the

4 company?

5 A. Now we do. All his friends did, yeah.

6 Q. They just called him Inner?

7 A. Inner, yeah.

8 Q. The text message there on October 17,

9 2015, do you see that on Page 3490?

10 MS. WALCZYK: It's Page 39 -- 3490.

11 THE WITNESS: The last one?

12 MS. WALCZYK: No.

13 THE WITNESS: I was looking for October.

14 MS. WALCZYK: There you go.

15 BY MR. FLYNN:

16 Q. Are we on the same page? On that page

17 you said "I thank you and I can never truly thank

18 you enough. Thank you."

19 A. Yes. Correct.

20 Q. Okay. At that time you were pretty

21 happy with at least what you thought was Tom's

22 performance in this hearing or cross-examination,

23 correct?

24 A. Correct.

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1 Q. And despite what he had said about not

2 paying anything until after your son graduated from

3 high school, you had that engagement agreement that

4 called for 350 an hour, right?

5 A. Yeah, yeah.

6 Q. Okay. Did you ever contact Tom and say,

7 you know, "Look, Tom, I've got this written

8 agreement, and then you told me I don't have to pay

9 anything until after my son graduates. What is

10 it?"

11 A. No, I didn't do that, no.

12 Q. Okay. Page 2741, there's a text from

13 September 8, 2015. It looks like this one is from

14 Tom to you. Is that right?

15 A. Yes.

16 Q. He said "I told the judge that I wanted

17 the BlueStar financial statements for 2015, so the

18 judge set it for a status on September 30," et

19 cetera, et cetera. Does that indicate to you that

20 Tom represented that he was taking discovery on

21 BlueStar financials?

22 A. Yes.

23 Q. Next page, you said to Tom in a text

24 message "Thank God for you"?

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1 A. Yes.

2 Q. And the next page, September 8, 2015,

3 you said, in part, "I could have never fought him

4 if not for you," is that right?

5 A. Right.

6 Q. What did you mean by that?

7 A. Yeah, I was all in with Tom Popovich.

8 Q. Okay. Next page, in part, you said "No

9 one would have done what you have. I wish you

10 nothing but happiness. Thank you."

11 A. Yes. That's how I was.

12 Q. Now, was Tom going through any personal

13 issues at the time himself?

14 A. He was going through his divorce.

15 Q. He was. Okay. And were you also trying

16 to comfort him in a way?

17 A. No.

18 Q. When you said "I wish you nothing but

19 happiness," what does that mean?

20 A. Means nothing but happiness.

21 Q. Okay. And the next page, you referenced

22 Wag earlier. That was a dog day care type of

23 business, is that right?

24 A. Yes.

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1 Q. Okay. And they were looking at BlueStar
2 to possibly rent the space?
3 A. Correct.
4 Q. And did that ever happen?
5 A. No.
6 Q. Okay. Do you know what it is that Wag
7 was offering as far as a lease or rent payment?
8 A. They were offering, like, \$11,000 or
9 more a month. However, in order to have that
10 business come into that building, I would have had
11 to put in, like, \$100,000 of air conditioning units
12 and take walls down and -- you know, so it wasn't
13 feasible.
14 Q. Okay. So --
15 A. But --
16 Q. -- did you know about the buildout
17 requirement before you sent this text message?
18 A. I can't say.
19 Q. Did you -- well, when you said "Hi, Tom,
20 can we please please please accept" --
21 A. I was --
22 MS. WALCZYK: Hold on.
23 THE WITNESS: Okay.
24 BY MR. FLYNN:

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1 Q. (Continuing) -- "whatever they come back
2 with and settle with Wag," if you knew that that
3 required a \$100,000 buildout, you probably wouldn't
4 have told Tom to accept whatever they came back
5 with, right?
6 A. Correct. But I was desperate at that
7 point.
8 Q. Where were you going to get \$100,000 to
9 build out the building?
10 A. I think at that point we still didn't
11 know there was debt on that building.
12 Q. Okay. But you need equity to do a
13 buildout, right?
14 A. Well, if the building was worth 1.1
15 million, I had equity in it.
16 Q. So you were going to pursue a
17 construction loan?
18 A. Hopefully, yeah.
19 Q. Okay. Next page, 2583, it just says "I
20 am thankful for you." Do you know what prompted
21 that on September 13th, 2015?
22 A. No.
23 Q. I think there's a duplicate. The next
24 page is the same.

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1 The September 20 text on the next page,
2 you said "Thanks. What overwhelms me is your
3 kindness and work and what you, Jack, and Barb have
4 done for us." What does that mean, "done for us"?
5 For the family?
6 A. My sister and brother-in-law were, like,
7 there for me during this process, yes.
8 Q. So you're thanking Popovich along with
9 them?
10 A. Yeah, I was just probably summarizing
11 that.
12 Q. Okay. Okay. And then the next page is
13 the last one, September 1, 2015. "Thank you so
14 much for helping me and for all you have done."
15 That's just another --
16 A. Yeah.
17 Q. -- expression of thanks to Popovich.
18 When is it you first started feeling
19 like he wasn't working for you the way you wanted?
20 A. In October of 2016, when I visited the
21 bankruptcy attorneys and then they filed the
22 ARDC -- told me to file with the ARDC and then when
23 I got his response, and I got his response, I
24 think, in February of 2017, Popovich's.

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1 Q. But you terminated him in May of 2016,
2 so when is it that you started -- or stopped being
3 as satisfied with Popovich? Or did he fire you? I
4 guess we didn't talk about that specifically.
5 A. Honestly, like I said, I don't -- it
6 just ended. I don't recall the exact, you know --
7 Q. You don't recall why it ended?
8 A. Yeah, not really.
9 Q. So did you fire him?
10 A. I don't recall how it -- I really
11 honestly don't recall how, like, we parted at that
12 time.
13 Q. Okay. When did Popovich allegedly
14 deliver the Denali to Innerweld?
15 A. Well, can we go back to that -- I don't
16 know if you have the date on there.
17 Q. You need to refer to your interrogatory
18 answers?
19 A. Well, it was -- I don't know the exact
20 date, have to look that up, and I have the, you
21 know --
22 Q. It's reflected in the document?
23 A. Right. Right.
24 Q. Did you know that Popovich took the

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1 car --
2 A. No.
3 Q. When did you first learn of it?
4 A. When the car was on Buss Ford's lot and
5 I went back to get the car and Martin Coonen -- not
6 Martin Coonen, but there's a salesperson that I
7 bought the Lincoln from. I asked him, which he's
8 on the witness -- I asked him where the car was,
9 and he said Tom took the car.
10 So that's when I went to Tom Popovich's
11 office, and I found out -- that's when he said to
12 me, "Don't worry about it, Chris." He told me he
13 drove up and gave it to Tim.
14 And I'm, like, "Why would you do that?"
15 And then he said, "What's a measly ten
16 grand? We're going to win so big. Ten grand is
17 nothing."
18 Q. Okay. Did he explain why he took it?
19 A. No, that's what he said.
20 Q. And this was while he was still
21 representing you?
22 A. Correct.
23 Q. So this is before May 24, 2016?
24 A. Correct. But I believed him and that --

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1 I just --
2 Q. You believed what?
3 A. I thought we were going to win big. I
4 believed his words. I believed the words that he
5 told me, everything, you know, that he said. I
6 believed him. Like, okay, he's representing me.
7 He drove the car over there, you know.
8 Q. Did he explain that giving the Denali
9 away was a concession to gain some --
10 A. No.
11 Q. -- ground some other way?
12 A. No.
13 Q. Okay. If we could go back to Exhibit 3,
14 the interrogatory answers --
15 THE WITNESS: Which one is that? This one?
16 BY MR. FLYNN:
17 Q. Okay. Also in conjunction with
18 Exhibit 1 --
19 MS. WALCZYK: And the complaint.
20 BY MR. FLYNN:
21 Q. Exhibit 1 is the complaint. Just to be
22 clear, in Paragraph 14 of the complaint, which is
23 Exhibit 1, there's an allegation that Popovich
24 concealed information from you. Do you see that?

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1 A. What number is that?
2 Q. No. 14. As you sit here today, is it
3 your testimony that Popovich concealed any
4 information from you, or do you have other
5 complaints against him?
6 A. I feel, yes, he concealed many things
7 from me. Yeah, I do.
8 Q. Like what? What did he conceal from
9 you?
10 A. It wasn't until he -- my home was in
11 foreclosure, and I don't know what the date -- but
12 he, actually -- there was a couple of things. Let
13 me see.
14 When my home was in foreclosure and he
15 withheld -- there was paperwork that I think he had
16 gotten somehow about trying to get my home out of
17 foreclosure, and I feel like that he withheld that
18 from me, and --
19 Q. Well, okay, let me ask it in a different
20 way. I know you made complaints about discovery
21 that Tom may not have conducted regarding certain
22 assets. Correct?
23 A. That was a big thing, though.
24 Q. Okay. But I just want to rephrase this

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1 a little bit.
2 On the one hand, you're --
3 A. Go ahead.
4 Q. -- complaining that Popovich didn't do
5 appropriate discovery to investigate certain
6 assets, correct?
7 A. Correct.
8 Q. Okay. Now what I am asking is,
9 generally speaking, is it your testimony that he
10 actively concealed or hid information from you in
11 any respect?
12 A. That, I don't know of. Possibly he
13 could have.
14 Q. Okay.
15 A. That, I am not aware of.
16 Q. Because this Paragraph 14 of the
17 complaint suggests that he concealed something from
18 you. So is this case about him not doing
19 appropriate discovery or hiding things from you?
20 A. Both.
21 Q. Well, what did he hide from you and
22 when?
23 A. One was the letter about the
24 foreclosure. Another was my car that he went ahead

<p style="text-align: right;">Page 141</p> <p>1 and did that without my authorization.</p> <p>2 Q. Can I stop you? What letter about the</p> <p>3 foreclosure?</p> <p>4 A. I believe there was a letter saying,</p> <p>5 like -- maybe it was a forbearance or something,</p> <p>6 that I could have, you know, gotten my home out of</p> <p>7 foreclosure, and then he produced that later to me.</p> <p>8 I think I do have that. And I was, like, "Wow, why</p> <p>9 wouldn't you have given me that at the time?"</p> <p>10 Q. So some document, whatever it was, it</p> <p>11 was a letter from a bank that he didn't immediately</p> <p>12 produce to you, but at some point prior to his</p> <p>13 termination, he gave it to you?</p> <p>14 A. Yes.</p> <p>15 Q. Okay. So you received that letter</p> <p>16 before May 24, 2016, whatever it was?</p> <p>17 A. Right.</p> <p>18 Q. Okay. So let's move on to if there's</p> <p>19 anything else that you think he concealed from you.</p> <p>20 A. He concealed registering with the State</p> <p>21 of Illinois for child support. I asked him</p> <p>22 immediately upon my divorce, I said, "Should I</p> <p>23 register for the State of Illinois for child</p> <p>24 support?"</p>	<p style="text-align: right;">Page 143</p> <p>1 until -- and I have that paperwork, too -- very,</p> <p>2 you know, close to the end, he goes, "Chris, you</p> <p>3 can simply do this yourself."</p> <p>4 Q. Okay. I apologize, but I am not</p> <p>5 following you.</p> <p>6 A. You are not following me?</p> <p>7 Q. I don't know what you mean by 60</p> <p>8 percent, and you used a lot of pronouns, "he,"</p> <p>9 "he," and "he," so I am not clear on what you mean</p> <p>10 by that.</p> <p>11 A. Can I clarify?</p> <p>12 Q. Sure.</p> <p>13 A. In the divorce decree, I was awarded my</p> <p>14 ex-husband to pay 60 percent of sports, schooling,</p> <p>15 and miscellaneous.</p> <p>16 Q. Okay.</p> <p>17 A. On Tom Popovich's advice, he told me to</p> <p>18 keep track of all the checks and everything and</p> <p>19 that I would simply give it to Tom, and Tom would</p> <p>20 submit that.</p> <p>21 Q. For reimbursement?</p> <p>22 A. For reimbursement.</p> <p>23 Q. Submit them to Tim?</p> <p>24 A. I don't know how Tom -- what that</p>
<p style="text-align: right;">Page 142</p> <p>1 He said, "No, they can only keep track.</p> <p>2 They cannot enforce." Those were his words.</p> <p>3 Q. So this is legal advice that he gave to</p> <p>4 you? Whether it was right or wrong, it was legal</p> <p>5 advice that he gave to you?</p> <p>6 A. I felt that he -- I feel that he</p> <p>7 concealed the truth, because for so long the State</p> <p>8 of Illinois couldn't, you know, keep track of the</p> <p>9 child support.</p> <p>10 Q. Why would he do that? Do you have --</p> <p>11 A. I have no -- that's why I am here.</p> <p>12 Q. Okay.</p> <p>13 A. That's a great question. I wouldn't be</p> <p>14 here if all of this didn't happen, believe me.</p> <p>15 Q. Is there anything else that you think he</p> <p>16 concealed as opposed to just providing incorrect</p> <p>17 advice or not digging deep enough in discovery?</p> <p>18 A. Another thing I felt -- I feel that he</p> <p>19 concealed was probably with the 60 percent, and it</p> <p>20 was over a year, which it added up to -- I don't</p> <p>21 know -- thousands and thousands of dollars, that he</p> <p>22 would lose it. I would bring it, you know,</p> <p>23 religiously. He said, "Bring it to my office," so</p> <p>24 I would, you know, bring that. And it wasn't</p>	<p style="text-align: right;">Page 144</p> <p>1 process was because this was all new to me. So I</p> <p>2 was following Tom's, you know, guidance.</p> <p>3 So three months would go by, and I would</p> <p>4 ask, "What about the 60 percent?"</p> <p>5 "Oh, I lost the checks. You need to go</p> <p>6 get the checks and do that again."</p> <p>7 And I would do that again, and I would</p> <p>8 drop them off. And this continued for one year, a</p> <p>9 whole year without me getting 60 percent of</p> <p>10 anything, and it added up to thousands of dollars.</p> <p>11 And it wasn't until, like, the end where</p> <p>12 he, Tom, when he gave me that forbearance sheet and</p> <p>13 then he said, "Chris, you simply can do this</p> <p>14 yourself." And he wrote it out -- I have that --</p> <p>15 in his own handwriting. He wrote it out, "This is</p> <p>16 what you do, and you mail it to Tim." He told me</p> <p>17 to do a certified letter, which -- and I keep a</p> <p>18 copy, make copies, and so that's what I did.</p> <p>19 Q. Okay. Can I summarize what I think you</p> <p>20 said?</p> <p>21 A. Yes.</p> <p>22 Q. Okay. So you were awarded 60 percent of</p> <p>23 reimbursement for certain expenses, including</p> <p>24 sports and whatnot?</p>

<p style="text-align: right;">Page 145</p> <p>1 A. Correct.</p> <p>2 Q. Initially, Popovich would submit those</p> <p>3 checks or you believed on occasion he didn't submit</p> <p>4 the checks, but it was his practice to take the</p> <p>5 checks to the opposing counsel and ask for</p> <p>6 reimbursement, correct?</p> <p>7 A. If that's the way he did it, correct.</p> <p>8 Q. At a certain point in time, Tom</p> <p>9 explained to you you could just do it directly</p> <p>10 yourself, if you submitted the checks, and to make</p> <p>11 sure you send them certified mail so you have a</p> <p>12 copy of proof of the transmittal, correct?</p> <p>13 A. Yes, after one year of not receiving any</p> <p>14 money --</p> <p>15 Q. Now, in your opinion --</p> <p>16 A. -- and things getting lost.</p> <p>17 Q. I'm sorry. I talked over you.</p> <p>18 In your opinion, this is an example of</p> <p>19 him concealing facts from you?</p> <p>20 A. Yes.</p> <p>21 Q. Okay. And that's because he didn't</p> <p>22 explain to you the procedure whereby you could</p> <p>23 directly request reimbursement for 60 percent of</p> <p>24 the expenses?</p>	<p style="text-align: right;">Page 147</p> <p>1 Q. Again, just to summarize my</p> <p>2 understanding of your belief about the malpractice,</p> <p>3 that you are relying on expert testimony or plan to</p> <p>4 rely on expert testimony to explain when and how</p> <p>5 Popovich breached the standard of care in his</p> <p>6 representation of you, correct?</p> <p>7 A. Like I said, it was brought to my</p> <p>8 attention in October of 2016 when I tried to</p> <p>9 consolidate the debt and tried to just -- and</p> <p>10 that's when these attorneys -- I had to bring in</p> <p>11 everything I had just to -- I was trying to make it</p> <p>12 all work.</p> <p>13 Q. Okay.</p> <p>14 A. And then that's when they said to file</p> <p>15 with the ARDC.</p> <p>16 Q. Okay.</p> <p>17 A. And that's it.</p> <p>18 Q. Again, you don't remember why Tom ceased</p> <p>19 being your lawyer in May of 2016?</p> <p>20 A. I really don't.</p> <p>21 Q. Did you send him any text messages</p> <p>22 towards the end of the relationship expressing any</p> <p>23 kind of displeasure?</p> <p>24 A. I don't recall.</p>
<p style="text-align: right;">Page 146</p> <p>1 A. Correct.</p> <p>2 Q. Okay. But at some point he was doing</p> <p>3 that for you?</p> <p>4 A. But he never did.</p> <p>5 Q. Not one time?</p> <p>6 A. No.</p> <p>7 Q. Okay. No matter when payment was</p> <p>8 ultimately going to be due, it's your understanding</p> <p>9 you were responsible for \$350 an hour for the work</p> <p>10 Tom was doing on your behalf, correct?</p> <p>11 A. Correct.</p> <p>12 Q. And that it would be paid in the future</p> <p>13 one way or the other --</p> <p>14 A. Yes.</p> <p>15 Q. -- thinking that you might recover a</p> <p>16 significant amount of money through the divorce?</p> <p>17 A. Right.</p> <p>18 Q. Said another way, you didn't expect</p> <p>19 Popovich to work for free for you, correct?</p> <p>20 A. No. That agreement was -- I really</p> <p>21 thought, you know, with the building that I, you</p> <p>22 know, would settle up with him. I would -- you</p> <p>23 know, that building was worth -- it was appraised</p> <p>24 at \$1.1 million, so, you know --</p>	<p style="text-align: right;">Page 148</p> <p>1 Q. Okay. Is it possible?</p> <p>2 A. I don't think I did. I don't recall.</p> <p>3 Q. When did you start searching for a new</p> <p>4 lawyer?</p> <p>5 A. With -- well, I needed help, so -- yeah,</p> <p>6 I'm not -- I don't recall the timeframe.</p> <p>7 Q. Obviously, you started searching for a</p> <p>8 lawyer before Carl Gilmore entered his appearance</p> <p>9 on May 24, 2016, correct?</p> <p>10 A. I don't recall.</p> <p>11 Q. And you don't recall what prompted you</p> <p>12 to look for a new divorce lawyer at that time?</p> <p>13 A. I just had, like, some things, like, my</p> <p>14 kids were -- I knew things were coming up. My son</p> <p>15 was going to be going into college, and you know, I</p> <p>16 wanted my ex-husband to help pay for college and</p> <p>17 things like that, too, so --</p> <p>18 Q. So what? So you were not happy with</p> <p>19 Popovich, and you thought a new lawyer might help</p> <p>20 you with some of those issues?</p> <p>21 A. No, it wasn't -- I don't know. It was</p> <p>22 just, you know, I had no communication with my</p> <p>23 ex-husband. I have no communication. So, you</p> <p>24 know, in order to, you know, get anything, you</p>

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1 know, I have to have an attorney probably, you
2 know.
3 Q. Well, we went from these text messages
4 where you are praising Popovich and telling him
5 that he did an awesome job to now Carl Gilmore is
6 your lawyer. I am trying to find out how you got
7 from Point A to Point B.
8 A. Well, I was still -- I mean, with
9 Popovich, it wasn't until, you know, like I said, I
10 was trying to salvage what I was given. I was
11 trying to salvage the building. I wanted to stay
12 in my home.
13 Q. So you were not happy with Popovich's
14 services in May of 2016, is that a fair
15 representation?
16 A. No. I think, as you see, in all of
17 these text messages, I was conned all the way to
18 believing that Tom was the guy. And I, actually,
19 felt to get away from him, I am, like, oh, you
20 know, I would be doing -- it was a very hard -- a
21 hard decision to make, and it was very hard because
22 I trusted him so much.
23 So it wasn't until when I tried to
24 consolidate with the bankruptcy that they were the

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1 ones that said, "Chris, you have to file" -- and it
2 actually made me feel bad in a way -- I mean, "you
3 have to file with the ARDC."
4 And when I got his response -- and I
5 have all of his responses -- and they were
6 downright lies, yeah, then yeah.
7 Q. I appreciate that, but that was five
8 months after you terminated Popovich. So why is it
9 that you terminated Popovich and why did Carl
10 Gilmore become your lawyer? That's a significant
11 event. You fire one lawyer and hire another one.
12 So why did you fire Popovich?
13 A. Like I said, I still needed an attorney
14 to tie up, you know, with my son with college and,
15 you know, things like that.
16 Q. So Popovich was not doing that? Is that
17 what your testimony is? There must have been some
18 reason why you felt you needed a different lawyer.
19 Correct?
20 A. Yeah, you know, that's just -- you know,
21 that's just what I stand by.
22 Q. Well, you haven't given me an answer.
23 Were you somewhat dissatisfied with Popovich at
24 that time, and that's why you hired Gilmore?

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1 Despite what you had said months earlier in the
2 text messages, at this point in time, when you
3 hired Gilmore --
4 A. Not necessarily, you know. You know, I
5 mean --
6 Q. Is it because you didn't want to pay
7 Popovich? You knew --
8 A. No.
9 Q. -- he had spent time on your case, and
10 you didn't want to pay him?
11 A. No.
12 Q. This is your opportunity to tell us and
13 to tell the Court why you terminated Popovich.
14 A. I don't know. We just parted ways.
15 Q. It just wasn't working out?
16 A. Yeah, I guess so.
17 Q. Is that the way to describe it? It
18 wasn't working out? You weren't getting the
19 results that you would have liked at that time? Is
20 that another fair way to -- I mean, because I am
21 guessing here. I am not in your brain, so I can't
22 know. So would it be fair to say that Popovich was
23 not delivering the results that you wanted?
24 A. Possibly.

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1 Q. Possibly yes?
2 A. Possibly.
3 Q. Is there any other reason why you would
4 have terminated him?
5 A. We just parted ways. That's my answer.
6 Q. Okay. Were you still seeking assistance
7 or advice from Jack and Barb during May of 2016
8 about the --
9 A. Yeah.
10 Q. -- divorce case?
11 A. Yeah.
12 Q. Were they still -- well, strike that.
13 How did you hear about Carl Gilmore?
14 A. Actually, I think, with Craig Krandel,
15 Craig Krandel, the one that straightened out the
16 foreclosure on my home.
17 Q. Craig Krandel referred you to Carl
18 Gilmore?
19 A. He just said that, you know -- yeah, I
20 think, yeah.
21 Q. He did?
22 A. Yeah.
23 Q. Okay. Did you discuss with Jack and
24 Barb possibly hiring Carl Gilmore?

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1 A. I don't recall.
2 Q. Did they ever meet with you and Carl?
3 A. No.
4 Q. Did they ever meet with you and Craig
5 Krandel?
6 A. Jack met with Craig Krandel with me
7 because we were trying to get my house out of
8 foreclosure.
9 Q. How many times?
10 A. I think just once with Craig Krandel.
11 Q. What about the bankruptcy lawyers; did
12 Jack or Barb ever meet with you and bankruptcy
13 lawyers?
14 A. Jack, yes.
15 Q. How many times?
16 A. I believe just once.
17 Q. In October of 2016?
18 A. When I -- yeah, when I hired them.
19 Q. Is Jack a lawyer?
20 A. He is not.
21 Q. He's never been a lawyer?
22 A. He's a Vietnam vet.
23 Q. I didn't ask you if he was a Vietnam
24 vet. I asked you if he was a lawyer.

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1 A. No.
2 Q. And Jack or Barb never met with Carl
3 Gilmore and you --
4 A. No.
5 Q. -- in connection with legal
6 representation?
7 A. No.
8 Q. Okay. Jack was with you in October of
9 2016 when you learned about Popovich breaching the
10 standard of care based on what Lynch told you?
11 A. I believe yes.
12 MR. FLYNN: Okay. I don't have any further
13 questions. I think, obviously, we have got a
14 waiver --
15 MS. WALCZYK: I just have a couple of
16 follow-ups really quick.
17 MR. FLYNN: Okay.
18 EXAMINATION
19 BY MS. WALCZYK:
20 Q. Christine, you gave some testimony today
21 regarding whether or not you remember why the
22 relationship between you and Mr. Popovich ended.
23 Do you remember that testimony a few minutes ago --
24 A. Yes.

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1 Q. -- during your deposition. Okay. And
2 as you sit here today, do you know whether
3 Mr. Popovich was terminated or if he quit?
4 A. I don't know.
5 Q. You don't know one way or the other?
6 A. No, I really don't. I don't remember
7 that.
8 Q. Okay. So he could have quit?
9 A. Yeah.
10 MR. FLYNN: Can I just stop you there? Off
11 the record.
12 (WHEREUPON, discussion was had off
13 the record.)
14 BY MS. WALCZYK:
15 Q. And you, also -- you, also, gave
16 testimony regarding lots of dates whether you felt
17 you had a malpractice case against Mr. Popovich.
18 Do you remember that testimony?
19 A. Yes.
20 Q. Okay. And can you state the date or
21 timeframe when you became aware of the legal
22 malpractice action against Mr. Popovich?
23 A. Like I said, it was October of 2016 when
24 I met with the bankruptcy attorney.

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1 Q. Okay. And when you met with them, they
2 were the ones that told you the case is a mess and
3 you need to go to ARDC, is that correct?
4 A. Correct.
5 Q. Okay. And then you had mentioned
6 receiving a response from Mr. Popovich, the ARDC
7 response?
8 A. Yes.
9 Q. And what did that indicate to you?
10 A. I received that February of 2017, and
11 that indicated that he lied. Like, he lied,
12 downright lied.
13 Q. Do you remember specifically what the
14 lies were?
15 MR. FLYNN: I'm going to raise an objection
16 because unless the ARDC inquiry reached the point
17 where a complaint was published, the ARDC rules
18 provide that those communications are supposed to
19 be kept confidential.
20 MS. WALCZYK: Okay. I'll strike that.
21 MR. FLYNN: The fact of one is one thing, but
22 now that we are getting into the substance of it --
23 MS. WALCZYK: That's fine. I'll strike that
24 question.

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1 Okay. Then I have no more questions.
2 FURTHER EXAMINATION
3 BY MR. FLYNN:
4 Q. Generally speaking, the text -- I didn't
5 show you all the text messages because there are
6 about 5,000 of them, but my recollection was that
7 toward the end of the relationship with Popovich, I
8 believe that you had said at one point you were
9 just going to go in another direction.
10 A. I don't recall.
11 Q. Okay. If that's what you said and it's
12 reflected in those text messages, that would be
13 accurate as far as what your reasons were at that
14 time, correct?
15 A. I don't recall. I don't know.
16 Q. Okay. If you put it in a text message
17 and said something to the effect of "I'm going in
18 another direction," would that indicate to you that
19 you actually terminated Popovich versus him --
20 A. I'd have to look at it. I don't know.
21 Q. The text messages that were produced in
22 this case are accurate as far as what was
23 communicated between you and Popovich, correct?
24 A. Correct.

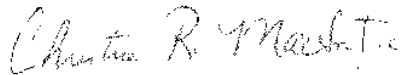

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1 MR. FLYNN: Okay. Signature?
2 MS. WALCZYK: We will reserve, please.
3 (Deposition concluded at 4:00 p.m.)
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1 REPORTER'S CERTIFICATION
2
3 I, CHRISTINE R. MACINTYRE, a Notary Public
4 within and for the County of Cook, State of
5 Illinois, and a Certified Shorthand Reporter of
6 said state, do hereby certify:
7 That previous to the commencement of the
8 examination of the witness, the witness was duly
9 sworn to testify the whole truth concerning the
10 matters herein;
11 That the foregoing deposition transcript was
12 reported stenographically by me, was thereafter
13 reduced to typewriting under my personal direction
14 and constitutes a true record of the testimony
15 given and the proceedings had;
16 That the said deposition was taken before me
17 at the time and place specified;
18 That I am not a relative or employee or
19 attorney or counsel, nor a relative or employee of
20 such attorney or counsel for any of the parties
21 hereto, nor interested directly or indirectly in
22 the outcome of this action.
23
24

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1 IN WITNESS WHEREOF, I do hereunto set my hand
2 of office at Chicago, Illinois, this 25th day of
3 January, 2021.
4
5
6 
7
8 Notary Public, Cook County, Illinois.
9 My commission expires 6/13/23.
10
11 C.S.R. Certificate No. 84-2776.
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Page 161	Page 163																																													
<p style="text-align: center;">I N D E X</p> <p>1</p> <p>2 WITNESS EXAMINATION</p> <p>3 CHRISTINE INTERRANTE</p> <p>4 By Mr. Flynn 3, 157</p> <p>5 By Ms. Walczyk 154</p> <p>6</p> <p>7</p> <p>8</p> <p style="text-align: center;">E X H I B I T S</p> <p>9</p> <table style="width: 100%; border-collapse: collapse;"> <thead> <tr> <th style="width: 20%;">NUMBER</th> <th style="width: 50%;">DESCRIPTION</th> <th style="width: 30%;">MARKED FOR ID</th> </tr> </thead> <tbody> <tr> <td>10</td> <td>Plaintiff's Deposition</td> <td></td> </tr> <tr> <td>12</td> <td>Exhibit No. 1 Complaint</td> <td>61</td> </tr> <tr> <td>13</td> <td>Exhibit No. 2 Response to Request</td> <td></td> </tr> <tr> <td>14</td> <td>for Production</td> <td>61</td> </tr> <tr> <td>15</td> <td>Exhibit No. 3 Answers to Interrogs</td> <td>61</td> </tr> <tr> <td>16</td> <td>Exhibit No. 4 Engagement Agreement</td> <td>61</td> </tr> <tr> <td>17</td> <td>Exhibit No. 5 4/27/15 Memorandum</td> <td></td> </tr> <tr> <td>18</td> <td>Decision & Order</td> <td>61</td> </tr> <tr> <td>19</td> <td>Exhibit No. 6 1/8/14 Memorandum</td> <td></td> </tr> <tr> <td>20</td> <td>Decision & Order</td> <td>118</td> </tr> <tr> <td>21</td> <td>Exhibit No. 7 Closing Argument</td> <td>118</td> </tr> <tr> <td>22</td> <td>Exhibit No. 8 Text Messages</td> <td>123</td> </tr> <tr> <td>23</td> <td></td> <td></td> </tr> <tr> <td>24</td> <td></td> <td></td> </tr> </tbody> </table>	NUMBER	DESCRIPTION	MARKED FOR ID	10	Plaintiff's Deposition		12	Exhibit No. 1 Complaint	61	13	Exhibit No. 2 Response to Request		14	for Production	61	15	Exhibit No. 3 Answers to Interrogs	61	16	Exhibit No. 4 Engagement Agreement	61	17	Exhibit No. 5 4/27/15 Memorandum		18	Decision & Order	61	19	Exhibit No. 6 1/8/14 Memorandum		20	Decision & Order	118	21	Exhibit No. 7 Closing Argument	118	22	Exhibit No. 8 Text Messages	123	23			24			<p style="text-align: center;">DEPOSITION ERRATA SHEET</p> <p>1</p> <p>2 Page No. _____ Line No. _____ Change to: _____</p> <p>3</p> <p>4 Reason for change: _____</p> <p>5 Page No. _____ Line No. _____ Change to: _____</p> <p>6</p> <p>7 Reason for change: _____</p> <p>8 Page No. _____ Line No. _____ Change to: _____</p> <p>9</p> <p>10 Reason for change: _____</p> <p>11 Page No. _____ Line No. _____ Change to: _____</p> <p>12</p> <p>13 Reason for change: _____</p> <p>14 Page No. _____ Line No. _____ Change to: _____</p> <p>15</p> <p>16 Reason for change: _____</p> <p>17 Page No. _____ Line No. _____ Change to: _____</p> <p>18</p> <p>19 Reason for change: _____</p> <p>20 Page No. _____ Line No. _____ Change to: _____</p> <p>21</p> <p>22 Reason for change: _____</p> <p>23 SIGNATURE: _____ DATE: _____</p> <p>24 CHRISTINE INTERRANTE</p>
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<p style="text-align: center;">DEPOSITION ERRATA SHEET</p> <p>1</p> <p>2</p> <p>3 Our Assignment No. J6470571</p> <p>4 Christine Interrante v. Thomas J. Popovich</p> <p>5</p> <p style="text-align: center;">DECLARATION UNDER PENALTY OF PERJURY</p> <p>6</p> <p>7</p> <p>8 I declare under penalty of perjury that I</p> <p>9 have read the entire transcript of my Deposition</p> <p>10 taken in the captioned matter or the same has been</p> <p>11 read to me, and the same is true and accurate, save</p> <p>12 and except for changes and/or corrections, if any,</p> <p>13 as indicated by me on the DEPOSITION ERRATA SHEET</p> <p>14 hereof, with the understanding that I offer these</p> <p>15 changes as if still under oath.</p> <p>16</p> <p>17 Signed on the _____ day of</p> <p>18 _____, 20____.</p> <p>19 _____</p> <p>20 CHRISTINE INTERRANTE</p> <p>21</p> <p>22</p> <p>23</p> <p>24</p>	<p style="text-align: center;">DEPOSITION ERRATA SHEET</p> <p>1</p> <p>2 Page No. _____ Line No. _____ Change to: _____</p> <p>3</p> <p>4 Reason for change: _____</p> <p>5 Page No. _____ Line No. _____ Change to: _____</p> <p>6</p> <p>7 Reason for change: _____</p> <p>8 Page No. _____ Line No. _____ Change to: _____</p> <p>9</p> <p>10 Reason for change: _____</p> <p>11 Page No. _____ Line No. _____ Change to: _____</p> <p>12</p> <p>13 Reason for change: _____</p> <p>14 Page No. _____ Line No. _____ Change to: _____</p> <p>15</p> <p>16 Reason for change: _____</p> <p>17 Page No. _____ Line No. _____ Change to: _____</p> <p>18</p> <p>19 Reason for change: _____</p> <p>20 Page No. _____ Line No. _____ Change to: _____</p> <p>21</p> <p>22 Reason for change: _____</p> <p>23 SIGNATURE: _____ DATE: _____</p> <p>24 CHRISTINE INTERRANTE</p>																																													

JACK MISCH
August 13, 2021

STATE OF ILLINOIS)

) SS:

COUNTY OF L A K E)

THE CIRCUIT COURT OF THE 19TH JUDICIAL CIRCUIT
LAKE COUNTY, ILLINOIS

CHRISTINE M. INTERRANTE,)
Plaintiff,)

vs.) No. 18 LA 000370

LAW OFFICES OF)

THOMAS J. POPOVICH, P.C.)

and THOMAS J. POPOVICH,)

Individually,)

Defendants.)

The discovery deposition of JACK MISCH,
taken in the above-entitled cause before
Diane L. Abbott, CSR, a notary public of
DuPage County, Illinois, on August 13, 2021
at 10:00 a.m. at 150 South Wacker Drive,
Chicago, Illinois, pursuant to subpoena.

Reported By: Diane L. Abbott, CSR

License No.: 084-003682

U.S. Legal Support | www.uslegalsupport.com

JACK MISCH
August 13, 2021

<p style="text-align: right;">Page 2</p> <p>1 APPEARANCES:</p> <p>2</p> <p>3 THE GOOCH FIRM, by</p> <p>4 MS. SABINA WALCZYK</p> <p>5 209 South Main Street</p> <p>6 Wauconda, Illinois 60084</p> <p>7 (847) 526-0110</p> <p>8 Representing the Plaintiff;</p> <p>9</p> <p>10 KARBAL, COHEN, ECONOMOU, SILK & DUNNE, LLC</p> <p>11 MR. GEORGE K. FLYNN</p> <p>12 150 South Wacker Drive, 17th Floor</p> <p>13 Chicago, Illinois 60606</p> <p>14 (312) 431-3700</p> <p>15 Representing the Defendants.</p> <p>16</p> <p>17</p> <p>18</p> <p>19</p> <p>20</p> <p>21</p> <p>22</p> <p>23</p> <p>24</p>	<p style="text-align: right;">Page 4</p> <p>1 (Whereupon, the witness</p> <p>2 was duly sworn.)</p> <p>3 MR. FLYNN: Let the record reflect that</p> <p>4 this is the discovery deposition of Mr. John</p> <p>5 also known as Jack Misch taken by agreement of</p> <p>6 the parties and pursuant to notice. This</p> <p>7 deposition is being taken pursuant to the rules</p> <p>8 of the Illinois Supreme Court, the Illinois Code</p> <p>9 of Civil Procedure and any applicable local</p> <p>10 rules in McHenry County, Illinois.</p> <p>11 JACK MISCH,</p> <p>12 called as a witness herein, was examined and</p> <p>13 testified as follows:</p> <p>14 EXAMINATION</p> <p>15 BY MR. FLYNN:</p> <p>16 Q. Sir, could you state your name and</p> <p>17 spell your last name for the record?</p> <p>18 A. Misch, M-I-S-C-H.</p> <p>19 Q. And your first name is John but you go</p> <p>20 by Jack, correct?</p> <p>21 A. Yes, sir.</p> <p>22 MR. FLYNN: Plaintiff's counsel was</p> <p>23 scheduled to appear by Zoom video-conferencing</p> <p>24 today. There was a misunderstanding and I thank</p>
<p style="text-align: right;">Page 3</p> <p>1 I N D E X</p> <p>2 WITNESS EXAMINATION</p> <p>3 Jack Misch</p> <p>4 By Mr. Flynn 4</p> <p>5</p> <p>6</p> <p>7</p> <p>8</p> <p>9</p> <p>10</p> <p>11 E X H I B I T S</p> <p>12 NUMBER MARKED FOR ID</p> <p>13 No Exhibits Marked.</p> <p>14</p> <p>15</p> <p>16</p> <p>17</p> <p>18</p> <p>19</p> <p>20</p> <p>21</p> <p>22</p> <p>23</p> <p>24</p>	<p style="text-align: right;">Page 5</p> <p>1 her for her agreement to appear by telephone.</p> <p>2 Counsel, can you hear me okay?</p> <p>3 MS. WALCZYK: Yes.</p> <p>4 MR. FLYNN: Thank you again for</p> <p>5 accommodating us so we can get the deposition</p> <p>6 concluded today.</p> <p>7 MS. WALCZYK: Sure.</p> <p>8 BY MR. FLYNN:</p> <p>9 Q. Sir, what is your address?</p> <p>10 A. 10817 South Troy Street, Chicago</p> <p>11 Illinois 60655.</p> <p>12 Q. And what is your date of birth?</p> <p>13 A. 9/29/1950.</p> <p>14 Q. Who resides with you if anyone at that</p> <p>15 address?</p> <p>16 A. My wife, Barbara and my oldest son,</p> <p>17 John, Jr.</p> <p>18 Q. And how many kids do you have?</p> <p>19 A. I have two sons and a daughter.</p> <p>20 Q. And is Barbara the mother of all those?</p> <p>21 A. Yes, sir.</p> <p>22 Q. How long have you been married?</p> <p>23 A. October 2 will be 50 years.</p> <p>24 Q. Have you ever given a deposition</p>

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<p style="text-align: right;">Page 6</p> <p>1 before?</p> <p>2 A. Yes, I have, probably in about 1988.</p> <p>3 Q. What was the nature of the deposition?</p> <p>4 A. The company I worked for, there was</p> <p>5 a superintendent that had a claim against the</p> <p>6 company and me and a few others had to give</p> <p>7 depositions for the company.</p> <p>8 Q. I know it was a long time ago but you</p> <p>9 may recall some of the rules of the deposition.</p> <p>10 A. Yes.</p> <p>11 Q. I'll go over them anyway.</p> <p>12 A. Yes, that's fine.</p> <p>13 Q. As you can see, the court reporter is</p> <p>14 here to take down everything that you and I are</p> <p>15 saying. She can only take down one at a time.</p> <p>16 So far you've been doing a great job of waiting</p> <p>17 until my question is concluded before you</p> <p>18 answer.</p> <p>19 If at any time either of us start</p> <p>20 talking over each other, I start to ask a</p> <p>21 question before you're done answering it or you</p> <p>22 try to answer a question thinking you know where</p> <p>23 I'm going with it, I'll just point to the court</p> <p>24 reporter as a reminder. Okay?</p>	<p style="text-align: right;">Page 8</p> <p>1 Q. What was your rank in the Marines?</p> <p>2 A. Corporal.</p> <p>3 Q. And what was your specialty?</p> <p>4 A. My specialty was ordinance, working on</p> <p>5 rifles, machine guns, et cetera. Then I also</p> <p>6 worked in a post office, so I had two jobs</p> <p>7 actually.</p> <p>8 Q. Thank you for your service.</p> <p>9 A. Thank you.</p> <p>10 Q. Where were you born?</p> <p>11 A. Chicago.</p> <p>12 Q. Have you lived in the Chicago area all</p> <p>13 your life?</p> <p>14 A. My whole life, yes, sir.</p> <p>15 Q. Besides your service in Vietnam?</p> <p>16 A. Right.</p> <p>17 Q. How long have you known Christine</p> <p>18 Interrante?</p> <p>19 A. Chrissy is actually 59 today, so I'd</p> <p>20 say I knew Chrissy 52 years.</p> <p>21 Q. How much older are you than -- do you</p> <p>22 call her Chrissy or Chris?</p> <p>23 A. I call her Chrissy.</p> <p>24 Q. If we refer to her today as Chris or</p>
<p style="text-align: right;">Page 7</p> <p>1 A. Okay.</p> <p>2 Q. If you answer a question I will assume</p> <p>3 you understood it. Fair enough?</p> <p>4 A. Fair.</p> <p>5 Q. If you don't understand a question feel</p> <p>6 free to ask me to rephrase it.</p> <p>7 A. Okay.</p> <p>8 Q. If you need to take a break at any time</p> <p>9 just let me know and we can show you where the</p> <p>10 facilities are.</p> <p>11 A. Okay.</p> <p>12 Q. You mentioned the one deposition. Have</p> <p>13 you ever been a party to a lawsuit?</p> <p>14 A. No.</p> <p>15 Q. I see you're wearing a U.S. marine hat?</p> <p>16 A. Yes, sir.</p> <p>17 Q. You served in the military?</p> <p>18 A. Yes, Marine Corps.</p> <p>19 Q. When did you do that?</p> <p>20 A. 1969 through 1971.</p> <p>21 Q. Did you serve in Vietnam?</p> <p>22 A. Yes, I did.</p> <p>23 Q. Did you see combat?</p> <p>24 A. From the air.</p>	<p style="text-align: right;">Page 9</p> <p>1 Christine or Chrissy you'll know I'm speaking of</p> <p>2 Christine Interrante?</p> <p>3 A. Yes, sir.</p> <p>4 Q. Are you about eleven years older than</p> <p>5 she is?</p> <p>6 A. Yeah, eleven years.</p> <p>7 Q. She referred to you as her godfather?</p> <p>8 A. Yes, sir.</p> <p>9 Q. Are you her godfather?</p> <p>10 A. Yes, sir, I am.</p> <p>11 Q. Are you also related to her or any of</p> <p>12 her family?</p> <p>13 A. She's my sister-in-law.</p> <p>14 Q. Are the two related, that you're her</p> <p>15 godfather and brother-in-law?</p> <p>16 A. Chrissy was in fourth grade when she</p> <p>17 picked me to be her godfather so that's the</p> <p>18 difference.</p> <p>19 Q. I see. I was raised Roman Catholic and</p> <p>20 I assume you were as well?</p> <p>21 A. Right.</p> <p>22 Q. So did she already have a godfather?</p> <p>23 A. No. She was Lutheran and then became</p> <p>24 Catholic.</p>

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<p style="text-align: right;">Page 10</p> <p>1 Q. So she converted to Catholicism?</p> <p>2 A. Right, and then she picked me as her</p> <p>3 godfather.</p> <p>4 Q. Well, in that case I suppose I'm the</p> <p>5 godfather for one of my law school buddies who I</p> <p>6 sponsored. So that explains it.</p> <p>7 A. Yeah.</p> <p>8 Q. And you are married to her sister?</p> <p>9 A. Yes, sir.</p> <p>10 Q. Did you know her ex-husband, Tim?</p> <p>11 A. Oh, yeah.</p> <p>12 Q. I assume you're not a fan?</p> <p>13 A. Oh, no.</p> <p>14 Q. How long have you been married to</p> <p>15 Chrissy's sister?</p> <p>16 A. 50 years, October 2.</p> <p>17 Q. I'm sorry. You already mentioned that.</p> <p>18 In preparation for the deposition today have you</p> <p>19 talked to anyone about this case?</p> <p>20 A. No.</p> <p>21 Q. Have you talked to Chris at all?</p> <p>22 A. Just that the deposition was coming up.</p> <p>23 Q. You didn't talk about what you were</p> <p>24 going to testify to?</p>	<p style="text-align: right;">Page 12</p> <p>1 that year. Do you hold any professional</p> <p>2 licenses?</p> <p>3 A. No, sir.</p> <p>4 Q. When you returned in 1971 did you go to</p> <p>5 work?</p> <p>6 A. Yes, I did.</p> <p>7 Q. What did you do?</p> <p>8 A. Local 150 Operating Engineers. I got</p> <p>9 in the union from my dad actually before I went</p> <p>10 in the service, so I've been since '69 also in</p> <p>11 Local 150.</p> <p>12 Q. What do operating engineers do?</p> <p>13 A. They operate heavy equipment from</p> <p>14 rollers to blades to anything you see on the</p> <p>15 road in construction there has to be an</p> <p>16 operator, Local 150.</p> <p>17 Q. Did you work as an operator from '71</p> <p>18 until you retired?</p> <p>19 A. Yes.</p> <p>20 Q. When did you retire?</p> <p>21 A. I retired in 2008.</p> <p>22 Q. And you resided in the same home for</p> <p>23 how many years?</p> <p>24 A. Since 1975. I've been there forever.</p>
<p style="text-align: right;">Page 11</p> <p>1 A. No.</p> <p>2 Q. Have you talked to her attorneys at</p> <p>3 all?</p> <p>4 A. No.</p> <p>5 Q. Did you review any documents to prepare</p> <p>6 for today?</p> <p>7 A. No, sir, only in my head.</p> <p>8 Q. Can you tell me briefly about your</p> <p>9 educational history, if any?</p> <p>10 A. I went to Mount Carmel High School.</p> <p>11 Didn't graduate, finished junior year and from</p> <p>12 there I went right into the Marine Corps.</p> <p>13 Q. Were you discharged from the Marine</p> <p>14 Corps in '71?</p> <p>15 A. '71, yes.</p> <p>16 Q. Was that an honorable discharge?</p> <p>17 A. Yes.</p> <p>18 Q. What's the highest rank you achieved in</p> <p>19 the Marine Corps?</p> <p>20 A. E4, corporal.</p> <p>21 Q. And then you came back to Chicago in</p> <p>22 1971?</p> <p>23 A. Yes, sir.</p> <p>24 Q. That's my favorite year. I was born</p>	<p style="text-align: right;">Page 13</p> <p>1 My daughter is -- '75 is when we moved in.</p> <p>2 That's when my daughter was born and I'm trying</p> <p>3 to figure out how old she is.</p> <p>4 Q. What have you been doing in retirement?</p> <p>5 A. Actually, taxiing around seven</p> <p>6 grandkids and one great grandkid. I've taken</p> <p>7 them to school. Actually, I retired because I</p> <p>8 was working so much overtime I never had any</p> <p>9 time with the grandkids. So I had a chance to</p> <p>10 take early and I did and it gave me time to</p> <p>11 spend with all the grandkids. Of course,</p> <p>12 they're now all mostly in college.</p> <p>13 Q. Here's a question I have to ask you</p> <p>14 just as a routine matter. Have you ever been</p> <p>15 convicted of a crime?</p> <p>16 A. No -- a DUI.</p> <p>17 Q. When did you first meet Tim Interrante?</p> <p>18 A. The exact year I wouldn't know,</p> <p>19 whatever year him and Chrissy -- before they got</p> <p>20 married I know.</p> <p>21 Q. I believe they were married in about</p> <p>22 1992.</p> <p>23 A. '92, then I would say 1990.</p> <p>24 Q. Did she live closer to you on the South</p>

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<p style="text-align: right;">Page 14</p> <p>1 Side of Chicago?</p> <p>2 A. Before she met Tim she did.</p> <p>3 Q. And then she moved up to the north</p> <p>4 suburbs of Chicago?</p> <p>5 A. Yes, sir.</p> <p>6 Q. Far north suburbs I should say?</p> <p>7 A. Yes.</p> <p>8 Q. Did you visit her often when she was</p> <p>9 first married to Tim?</p> <p>10 A. On and off, me and the wife would drive</p> <p>11 up there.</p> <p>12 Q. Did you spend holidays together?</p> <p>13 A. Yeah. You know, when I was working</p> <p>14 it was always hard with the drive but when I</p> <p>15 retired we started spending a lot of time up</p> <p>16 there.</p> <p>17 Q. Were you friendly with Tim while they</p> <p>18 were married?</p> <p>19 A. Yes.</p> <p>20 Q. And you considered him a friend at the</p> <p>21 time?</p> <p>22 A. Yes.</p> <p>23 Q. Then she filed for divorce in 2013;</p> <p>24 does that sound right?</p>	<p style="text-align: right;">Page 16</p> <p>1 A. We talked and I tried to give her moral</p> <p>2 support and help if she needed it.</p> <p>3 Q. I'm just going to fast forward. She</p> <p>4 later filed for bankruptcy after the divorce</p> <p>5 trial with an attorney named Tom Lynch in --</p> <p>6 A. Yes.</p> <p>7 Q. Let me just finish the question so she</p> <p>8 can take it down. So Tom Lynch, a bankruptcy</p> <p>9 lawyer in Hickory Hills, filed her bankruptcy</p> <p>10 petition?</p> <p>11 A. Yes.</p> <p>12 Q. Are you familiar with Mr. Lynch?</p> <p>13 A. Yes.</p> <p>14 Q. Did you introduce her to Mr. Lynch?</p> <p>15 A. Yes, I told her maybe she'd want to</p> <p>16 seek his help.</p> <p>17 Q. Had you met him before?</p> <p>18 A. Yes.</p> <p>19 Q. How do you know Mr. Lynch?</p> <p>20 A. My son had filed a Chapter 13.</p> <p>21 Q. We'll go back to the divorce. You're</p> <p>22 familiar with Tom Popovich?</p> <p>23 A. Oh, yeah.</p> <p>24 Q. And the Popovich law offices?</p>
<p style="text-align: right;">Page 15</p> <p>1 A. It sounds about right.</p> <p>2 Q. And you were familiar with the fact</p> <p>3 that she was filing for divorce from Tim?</p> <p>4 A. Yes.</p> <p>5 Q. When did you first hear about it?</p> <p>6 A. I don't know the exact date but</p> <p>7 probably -- you know, he picked up and left her</p> <p>8 and the kids and I remembered she had to file</p> <p>9 for divorce because he kept claiming he didn't</p> <p>10 have any money and he was broke so she had to</p> <p>11 get a divorce lawyer.</p> <p>12 Q. My understanding is she first hired a</p> <p>13 divorce lawyer named Scott Hiera, H-I-E-R-A.</p> <p>14 Did you know him?</p> <p>15 A. I might have met him once. I'm not</p> <p>16 100 percent sure but I think I met him once.</p> <p>17 Q. Around the time that she filed for</p> <p>18 divorce did she talk to you or your wife Barb</p> <p>19 about the fact that she was going to be filing</p> <p>20 a divorce?</p> <p>21 A. She talked to both of us.</p> <p>22 Q. Did she rely on you for counsel</p> <p>23 relative to any personal matters or the divorce</p> <p>24 around that time?</p>	<p style="text-align: right;">Page 17</p> <p>1 A. Yep.</p> <p>2 Q. Mr. Popovich represented Chris in the</p> <p>3 divorce after Mr. Hiera first represented her;</p> <p>4 is that your understanding?</p> <p>5 A. Yes.</p> <p>6 Q. Did you ever meet with Chris and</p> <p>7 Mr. Popovich?</p> <p>8 A. Yes.</p> <p>9 Q. And I may refer to him as Tom.</p> <p>10 A. Okay.</p> <p>11 Q. You'll understand if I reference</p> <p>12 Popovich or Tom that we're talking about Tom</p> <p>13 Popovich?</p> <p>14 A. Yes.</p> <p>15 Q. When did you first meet with Chris and</p> <p>16 Tom Popovich?</p> <p>17 A. I don't know the date but whatever day</p> <p>18 it was I was in the office with Chris, I was in</p> <p>19 the office with Chris many a times with</p> <p>20 Mr. Popovich.</p> <p>21 Q. Do you know where his offices are</p> <p>22 located?</p> <p>23 A. Yes.</p> <p>24 Q. Where are they?</p>

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<p style="text-align: right;">Page 18</p> <p>1 A. It's in McHenry, Illinois.</p> <p>2 Q. The town of McHenry?</p> <p>3 A. Right.</p> <p>4 Q. When you accompanied Chris to his</p> <p>5 office it was always in the same location?</p> <p>6 A. Yes.</p> <p>7 Q. And his office is in sort of an old</p> <p>8 home?</p> <p>9 A. Yes.</p> <p>10 Q. Would that be a fair description?</p> <p>11 A. Yeah, sounds good.</p> <p>12 Q. Like a bungalow?</p> <p>13 A. Yes.</p> <p>14 Q. Did Barb also accompany you to any</p> <p>15 meetings with Tom and Chris?</p> <p>16 A. Yes.</p> <p>17 Q. How many would you say over the course</p> <p>18 of his representation that you attended?</p> <p>19 A. I couldn't say for sure -- you mean</p> <p>20 Barb?</p> <p>21 Q. No. How many meetings did you attend</p> <p>22 with Chris and Tom while he represented her in</p> <p>23 the divorce case?</p> <p>24 A. It could have been six or seven. We</p>	<p style="text-align: right;">Page 20</p> <p>1 companies.</p> <p>2 Q. Right.</p> <p>3 A. Right.</p> <p>4 Q. You met Chris and Popovich at that</p> <p>5 building several times?</p> <p>6 A. A few times, yes.</p> <p>7 Q. And I'm not holding you to the number</p> <p>8 but you met six or seven times with Chris and</p> <p>9 Tom at his office, right?</p> <p>10 A. About that, yeah.</p> <p>11 Q. And then a few other times at the Blue</p> <p>12 Star building?</p> <p>13 A. Right.</p> <p>14 Q. Did you ever meet with Chris and Tom</p> <p>15 anywhere else while he was representing Chris?</p> <p>16 A. No.</p> <p>17 Q. And you understood that Tom was</p> <p>18 representing Chris in the divorce case --</p> <p>19 A. Yes.</p> <p>20 Q. -- to prosecute the divorce petition?</p> <p>21 A. Yes.</p> <p>22 Q. Did you ever read any documents from</p> <p>23 the divorce case while Tom was representing her?</p> <p>24 A. Not that I remember.</p>
<p style="text-align: right;">Page 19</p> <p>1 also met him at the building a few times.</p> <p>2 Q. Which building was that?</p> <p>3 A. The building her husband had his</p> <p>4 business in.</p> <p>5 Q. Did she refer to that as the Blue Star</p> <p>6 building?</p> <p>7 A. There was one long building. Half of</p> <p>8 it was Blue Star and the other half was</p> <p>9 Interwell.</p> <p>10 Q. So there were two businesses contained</p> <p>11 in the building?</p> <p>12 A. Right.</p> <p>13 Q. Did she refer to it as the Blue Star</p> <p>14 building?</p> <p>15 A. Yeah.</p> <p>16 Q. And this building that we're speaking</p> <p>17 of was on Commercial Drive in Johnsborg,</p> <p>18 Illinois; does that sound familiar</p> <p>19 A. Sounds familiar.</p> <p>20 Q. So if we refer to the Blue Star</p> <p>21 building you'll understand that I'm speaking</p> <p>22 about the building that housed Blue Star and</p> <p>23 Interwell?</p> <p>24 A. Well, it was one building but two</p>	<p style="text-align: right;">Page 21</p> <p>1 Q. My understanding is he first began</p> <p>2 representing her around November 27, 2013. Does</p> <p>3 that sound familiar?</p> <p>4 A. That sounds about right.</p> <p>5 Q. The case was fairly new at the time so</p> <p>6 she had only been represented by Mr. Hiera for a</p> <p>7 couple of months?</p> <p>8 A. That sounds right.</p> <p>9 Q. And then Popovich withdrew from the</p> <p>10 case May 24, 2016. Does that sound about right?</p> <p>11 A. About right.</p> <p>12 Q. So he represented her for a little over</p> <p>13 two and a half years; does that make sense? Is</p> <p>14 my math correct?</p> <p>15 A. It seems longer to me but --</p> <p>16 Q. Did Chris seem satisfied with</p> <p>17 Popovich's legal services at least for the first</p> <p>18 year or so of the representation would you say</p> <p>19 or do you know?</p> <p>20 A. We all did.</p> <p>21 Q. So you were familiar with his</p> <p>22 representation of Chris throughout the divorce,</p> <p>23 correct?</p> <p>24 A. Throughout the divorce, yes.</p>

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<p style="text-align: right;">Page 22</p> <p>1 Q. And by that point in time you probably</p> <p>2 were no longer friends with Tim Interrante?</p> <p>3 A. No.</p> <p>4 Q. Tell me what you thought of Tim at that</p> <p>5 time.</p> <p>6 A. Interrante?</p> <p>7 Q. Yes.</p> <p>8 A. I thought he was a piece of shit for</p> <p>9 what he did. He picked up. He left a beautiful</p> <p>10 wife, four beautiful kids and he left them high</p> <p>11 and dry.</p> <p>12 Q. Did you have an opinion about Tim's</p> <p>13 character at the time?</p> <p>14 A. Yeah, he seemed like kind of a mean-ish</p> <p>15 type of guy. He seemed like a guy that was just</p> <p>16 always into himself. He didn't care about</p> <p>17 anybody else, wife, kids.</p> <p>18 Q. Did Chris and Tom have difficulty</p> <p>19 throughout the divorce case obtaining discovery</p> <p>20 from Tim?</p> <p>21 A. They did have problems, yes.</p> <p>22 Q. And you're familiar with the discovery</p> <p>23 process in a lawsuit?</p> <p>24 A. Yes.</p>	<p style="text-align: right;">Page 24</p> <p>1 would be forced to produce documents?</p> <p>2 A. They did try to get the documents, yes.</p> <p>3 Q. At the time, we'll say just throughout</p> <p>4 the year 2014 during the discovery process, were</p> <p>5 you involved and met with Chris and Tom during</p> <p>6 that period of time?</p> <p>7 A. Yes.</p> <p>8 Q. And you're familiar with some of the</p> <p>9 difficulties they had with obtaining documents</p> <p>10 from Tim at that time?</p> <p>11 A. Yes.</p> <p>12 Q. And Chris still seemed satisfied with</p> <p>13 Popovich during 2014?</p> <p>14 A. At the time, yes.</p> <p>15 Q. By the end of 2014 had you reviewed any</p> <p>16 documents in the case, whether it be financial</p> <p>17 records or pleadings?</p> <p>18 A. Me myself?</p> <p>19 Q. Yes.</p> <p>20 A. I don't remember. There were probably</p> <p>21 documents Chrissy showed me but I'm trying to</p> <p>22 remember what they were. I don't remember.</p> <p>23 Q. Did Chris and Tom ever have any</p> <p>24 discussions in front of you about his fees?</p>
<p style="text-align: right;">Page 23</p> <p>1 Q. And that involves posing</p> <p>2 interrogatories or questions to the opponent?</p> <p>3 A. Yes.</p> <p>4 Q. And it also involves trying to secure</p> <p>5 documents or requesting documents from the other</p> <p>6 side?</p> <p>7 A. Yes.</p> <p>8 Q. Did you have an understanding that Tom</p> <p>9 and Chris had difficulty obtaining documents</p> <p>10 from Tim during the divorce?</p> <p>11 A. Certain documents, yeah.</p> <p>12 Q. Which ones?</p> <p>13 A. For one thing what he was making per</p> <p>14 year.</p> <p>15 Q. His income?</p> <p>16 A. His income, yeah.</p> <p>17 Q. So he wasn't forthright with producing</p> <p>18 financial documents?</p> <p>19 A. Right.</p> <p>20 Q. Was he hiding documents?</p> <p>21 A. I believe he was. I believe he hid a</p> <p>22 lot of things.</p> <p>23 Q. Did Chris and Tom litigate motions and</p> <p>24 try to seek relief from the court so that Tim</p>	<p style="text-align: right;">Page 25</p> <p>1 A. No.</p> <p>2 Q. Were you ever copied on any</p> <p>3 communications between Chris and Tom?</p> <p>4 A. Did I what?</p> <p>5 Q. Were you ever copied or a party to any</p> <p>6 communications, written communications, between</p> <p>7 Chris and Tom?</p> <p>8 A. You mean --</p> <p>9 Q. Like for example, if she ever sent an</p> <p>10 e-mail to Popovich were you ever copied on it?</p> <p>11 A. No.</p> <p>12 Q. Do you use e-mail?</p> <p>13 A. I e-mail but I was never --</p> <p>14 Q. You were never an author or a recipient</p> <p>15 of any e-mails relative to Chris and Tom's</p> <p>16 communications?</p> <p>17 A. Not from Popovich, no.</p> <p>18 Q. Were you ever a party to any text</p> <p>19 messages between Chris and Tom?</p> <p>20 A. No.</p> <p>21 Q. My understanding is that they</p> <p>22 communicated via text message occasionally?</p> <p>23 A. Oh, I would imagine, yeah.</p> <p>24 Q. But you were never copied on any of</p>

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<p style="text-align: right;">Page 26</p> <p>1 those?</p> <p>2 A. No.</p> <p>3 Q. Did she ever show you any of them?</p> <p>4 A. No.</p> <p>5 Q. Did she ever tell you about any</p> <p>6 communications with Tom by text message?</p> <p>7 A. I'm sure she did. Me and her kept</p> <p>8 in close contact about everything. I know at</p> <p>9 certain times she would tell me Tom says</p> <p>10 everything is going great, we're going to win</p> <p>11 100 percent, you know, not to worry about</p> <p>12 anything.</p> <p>13 And he told me also, he said I know how</p> <p>14 much you love Chrissy, I'm going to make sure</p> <p>15 she comes out ahead of this which surprised me</p> <p>16 when we found out how she was getting screwed.</p> <p>17 Q. Did you ever attend any court hearings</p> <p>18 in the case?</p> <p>19 A. Oh, yes, I did.</p> <p>20 Q. Did you attend court hearings before</p> <p>21 the trial?</p> <p>22 A. Yes.</p> <p>23 Q. Do you recall what hearings you were</p> <p>24 present for?</p>	<p style="text-align: right;">Page 28</p> <p>1 in the mornings and then typically --</p> <p>2 A. Right, exactly.</p> <p>3 Q. Then would he hear testimony in the</p> <p>4 afternoons?</p> <p>5 A. Yeah.</p> <p>6 Q. During the trial as opposed to any</p> <p>7 preliminary hearings before that, do you know</p> <p>8 how many trial dates you attended?</p> <p>9 A. I'm trying to think here. It could</p> <p>10 have been four, five.</p> <p>11 Q. I believe the last day of trial was</p> <p>12 February 23, 2015; does that sound about right?</p> <p>13 A. Yeah.</p> <p>14 Q. So you may have attended four or five</p> <p>15 afternoon trial hearings between December 29,</p> <p>16 2014 and February 23, 2015; does that sound</p> <p>17 about right?</p> <p>18 A. Yeah, however many trial dates there</p> <p>19 were I think I missed one. I don't know which</p> <p>20 one it was, but even the preliminary stuff I</p> <p>21 tried to make it all the time to be there with</p> <p>22 her. I remember one date I couldn't make it out</p> <p>23 there.</p> <p>24 Q. So for the trial itself, you were</p>
<p style="text-align: right;">Page 27</p> <p>1 A. I know I was there for almost</p> <p>2 everything in front of Judge Costello. Off the</p> <p>3 top of my head I can't remember.</p> <p>4 Q. Well, maybe we can break it down this</p> <p>5 way.</p> <p>6 A. Okay.</p> <p>7 Q. So the case was tried on several dates</p> <p>8 for a couple of months?</p> <p>9 A. Yes.</p> <p>10 Q. And the first date of trial from what I</p> <p>11 understand was December 29, 2014?</p> <p>12 A. Yeah.</p> <p>13 Q. Two days before New Year's, does that</p> <p>14 sound right?</p> <p>15 A. That sounds right.</p> <p>16 Q. Did you actually attend that day of</p> <p>17 trial do you think?</p> <p>18 A. I believe I did, yes.</p> <p>19 Q. Were the trial days long?</p> <p>20 A. Some were in the afternoon I believe</p> <p>21 after Judge Costello would do his thing in the</p> <p>22 morning and then he'd have the trial, Chris and</p> <p>23 Interrante.</p> <p>24 Q. So Judge Costello handled other matters</p>	<p style="text-align: right;">Page 29</p> <p>1 present for the testimony of Tim and Christine?</p> <p>2 A. Yes.</p> <p>3 Q. And that lasted over several hours and</p> <p>4 over several days?</p> <p>5 A. Yes.</p> <p>6 Q. So you were there for a big part of</p> <p>7 this trial?</p> <p>8 A. Yes.</p> <p>9 Q. Did you form any opinions about the</p> <p>10 veracity of any of the witnesses?</p> <p>11 A. Interrante, yeah.</p> <p>12 Q. What did you think about his testimony?</p> <p>13 A. I thought he was lying about most of</p> <p>14 his testimony.</p> <p>15 Q. On what subjects?</p> <p>16 A. His finances and thinking the kids</p> <p>17 should go to public schools instead of Catholic</p> <p>18 schools, you know, just that he didn't have any</p> <p>19 money, stuff like that.</p> <p>20 Q. And Popovich cross-examined Tim?</p> <p>21 A. Yes.</p> <p>22 Q. Did you have any opinions about</p> <p>23 Popovich's performance at trial?</p> <p>24 A. At the time I thought he was doing a</p>

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<p style="text-align: right;">Page 30</p> <p>1 good job.</p> <p>2 Q. Now, let's separate the trial dates</p> <p>3 from the pretrial hearings that you may have</p> <p>4 attended.</p> <p>5 A. Okay.</p> <p>6 Q. So before the parties started</p> <p>7 testifying and tried the case did you attend</p> <p>8 any motions, hearings or any other contested</p> <p>9 hearings prior to the trial?</p> <p>10 A. Yeah, I did.</p> <p>11 Q. What if anything do you remember about</p> <p>12 those days?</p> <p>13 A. I'm trying to remember. It's been so</p> <p>14 long. I know they were -- I don't know.</p> <p>15 Q. Did Chris ever complain that she wasn't</p> <p>16 able to get financial documents from Tim during</p> <p>17 the discovery phase of the case?</p> <p>18 A. I seem to remember she did, yeah.</p> <p>19 Q. Do you know if any of the pretrial</p> <p>20 motions or those motions prior to the trial</p> <p>21 involved seeking to compel Tim to produce</p> <p>22 financial records?</p> <p>23 A. Yes.</p> <p>24 Q. So you saw Popovich prosecuting motions</p>	<p style="text-align: right;">Page 32</p> <p>1 Q. Did Chris ever share that written</p> <p>2 opinion with you?</p> <p>3 A. Yes.</p> <p>4 Q. So you read it?</p> <p>5 A. Years ago, yeah.</p> <p>6 Q. Did she provide it to you on or about</p> <p>7 the date she received it?</p> <p>8 A. I think we all kind of read it with</p> <p>9 Mr. Popovich if I remember right.</p> <p>10 Q. You think you read it in his office?</p> <p>11 A. In one of the offices in the courtroom</p> <p>12 when she got, you know.</p> <p>13 Q. So you may have appeared when the judge</p> <p>14 handed down his written opinion?</p> <p>15 A. Right, exactly.</p> <p>16 Q. And you went through it?</p> <p>17 A. Right.</p> <p>18 Q. And it's pretty long, right?</p> <p>19 A. Yeah.</p> <p>20 Q. About 20 pages long?</p> <p>21 A. That sounds right.</p> <p>22 Q. What do you remember about the meeting</p> <p>23 that day?</p> <p>24 A. I remember when it came down just that,</p>
<p style="text-align: right;">Page 31</p> <p>1 to compel?</p> <p>2 A. Yes.</p> <p>3 Q. And making arguments to the judge that</p> <p>4 Tim wasn't doing what he was supposed to do?</p> <p>5 A. Yes.</p> <p>6 Q. Was there also a point in time when Tim</p> <p>7 wasn't paying support?</p> <p>8 A. Yeah, he never did but he would have if</p> <p>9 Mr. Popovich had told Chris that she could get</p> <p>10 money, to file with the state. The first thing</p> <p>11 we understood after all this was over is that</p> <p>12 she should have filed with the state so they</p> <p>13 could have went after Tim.</p> <p>14 And Mr. Popovich never told her that.</p> <p>15 Actually, when she finally did find out and ask</p> <p>16 him about it he said they can't do nothing for</p> <p>17 you, they just watch and observe.</p> <p>18 Q. So the judge didn't make his decision</p> <p>19 after the trial until April 27, 2015; is that</p> <p>20 your understanding?</p> <p>21 A. Yeah.</p> <p>22 Q. So he actually issued a written</p> <p>23 opinion?</p> <p>24 A. Yes.</p>	<p style="text-align: right;">Page 33</p> <p>1 you know, I think at that time Chris didn't know</p> <p>2 the debt on the building. If I remember, we</p> <p>3 weren't too happy because Chris got stuck with</p> <p>4 the HELOC loan too.</p> <p>5 Q. And that was relative to the family</p> <p>6 home?</p> <p>7 A. Right.</p> <p>8 Q. And that's on Heatherstone?</p> <p>9 A. Weatherstone, right.</p> <p>10 Q. So there was a home equity line of</p> <p>11 credit --</p> <p>12 A. Yes.</p> <p>13 Q. -- against the family home?</p> <p>14 A. Yes, sir.</p> <p>15 Q. And she was awarded the home by Judge</p> <p>16 Costello?</p> <p>17 A. Yes, sir.</p> <p>18 Q. So at the time that she received the</p> <p>19 decision on or about April 27, 2015 she was not</p> <p>20 happy that the judge gave her the home but also</p> <p>21 the HELOC?</p> <p>22 A. The HELOC, yes. Well, Mr. Popovich</p> <p>23 kept on telling her we're going to go for the</p> <p>24 HELOC, let's take the HELOC. She just trusted</p>

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<p style="text-align: right;">Page 34</p> <p>1 him, you know. He said we're going to make out 2 100 percent, we're going to come way out ahead 3 of this. You can pay off the HELOC loan. 4 You're going to have plenty to survive. He goes 5 you'll never have to work. 6 Q. Then she was also awarded the building 7 that we discussed earlier -- 8 A. Yes. 9 Q. -- the Blue Star building? 10 A. Yes. 11 Q. Also known as -- well, the building on 12 Commercial in Johnsbury? 13 A. Yes, sir. 14 Q. So she was awarded that and it's your 15 testimony that she wasn't aware that there was 16 some debt related to that building at the time 17 that the decision came out? 18 A. Yeah, she didn't know that. 19 Q. When did she find that out? 20 A. She didn't find out -- I'm trying to 21 remember but I know she was flabbergasted when 22 she found out there was a half million dollars 23 debt on that building along with taxes. I'm 24 trying to remember the date. Popovich kept on</p>	<p style="text-align: right;">Page 36</p> <p>1 I was sitting in the office with him. 2 I forget his name. We were in there ten minutes 3 and he brought up the debt on the building and 4 we were thinking how could he bring up the debt 5 that fast and Popovich never brought up the 6 debt. He kept on saying it was on the 7 equipment. 8 Q. So you're not talking about the 9 bankruptcy attorney? 10 A. No. 11 Q. Are you talking about Craig Crandall? 12 A. Yes. 13 Q. At some point Chris was not happy with 14 Judge Costello's decision? 15 A. Yes. 16 Q. How soon after you read the decision 17 did she start expressing dissatisfaction with 18 the decision? 19 A. It wasn't so much the decision that 20 Costello put out. It was why Mr. Popovich 21 didn't see this coming and why did she get stuck 22 with all this debt. Believe me, she trusted 23 him. And finally she wasn't paying the payments 24 and that's when they started foreclosure on that</p>
<p style="text-align: right;">Page 35</p> <p>1 telling her that any debt on that building was 2 on the machinery and not on the building. 3 So you know, Chrissy thought the 4 building was free and clear and so did I. I 5 mean, here's a lady trying to support four kids 6 and everything. She went through her 401(k) and 7 everything trying to support these kids and keep 8 up with the house payments and everything. Yet 9 Popovich was telling her not to pay the mortgage 10 on the house. And I being her godfather and 11 brother-in-law said that don't sound right. 12 Q. Now, did the bank foreclose on the 13 house at some point? 14 A. I believe they did, yeah. 15 Q. Did Popovich tell her not to make 16 payments on the home after the bank filed for 17 foreclosure? 18 A. I don't remember that. He just kept on 19 telling her don't make another payment. He told 20 her not to pay another payment on the building 21 when she found out all that. I believe when 22 Chrissy found out about all the debt is when she 23 -- I don't remember his name but when she got 24 the other lawyer.</p>	<p style="text-align: right;">Page 37</p> <p>1 beautiful house. 2 Q. When Popovich told her not to pay the 3 mortgage payments on the house it was after it 4 had been foreclosed on; is that right? 5 A. No. It was even before. 6 Q. Well, how was it that the home went 7 into foreclosure? 8 A. Because like I said, he told Chrissy 9 before the final decision, he said, do not pay 10 another mortgage payment. 11 Q. Had Tim and Chris together been paying 12 mortgage payments up until the time that Tim 13 moved out? 14 A. Tim was paying them. 15 Q. He was paying the mortgage? 16 A. Yeah. Chrissy was a stay-at-home mom. 17 Q. And then when Tim moved out how was 18 Chris able to pay the mortgage? 19 A. She started going through her 401(k). 20 Q. And was that the only means by which 21 she could pay the mortgage on the home? 22 A. Yeah, she didn't have a job. She went 23 through her 401(k) and if she needed help from 24 us I was there for her.</p>

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<p style="text-align: right;">Page 38</p> <p>1 Q. Did she miss a payment or two and</p> <p>2 that's why the bank foreclosed?</p> <p>3 A. No. Actually probably, like we said,</p> <p>4 Popovich was her lawyer for how many years</p> <p>5 when he started telling her not to pay, so I</p> <p>6 couldn't tell you how many payments.</p> <p>7 Q. Do you know if she had already missed</p> <p>8 some payments when Popovich told her not to</p> <p>9 start making payments?</p> <p>10 A. I don't think she did, no. She was</p> <p>11 paying the payments on that house.</p> <p>12 Q. And for her to make any payments she</p> <p>13 would have had to go into her 401(k) for the</p> <p>14 funds?</p> <p>15 A. Yes.</p> <p>16 Q. At some point after Judge Costello</p> <p>17 rendered his initial judgment in the case did</p> <p>18 Popovich seek to re-open proofs and file a</p> <p>19 motion to reconsider? Are you familiar with</p> <p>20 that?</p> <p>21 A. I'm familiar but I don't remember if he</p> <p>22 did that.</p> <p>23 Q. Why did Chris go see Craig Crandall?</p> <p>24 A. Well, because we just were not</p>	<p style="text-align: right;">Page 40</p> <p>1 tell Popovich that she was going to go see Craig</p> <p>2 Crandall?</p> <p>3 A. I don't remember if she did or not.</p> <p>4 Q. When she saw Crandall was Popovich</p> <p>5 still her divorce lawyer?</p> <p>6 A. I believe he was at the time.</p> <p>7 Q. Where was Craig Crandall's office</p> <p>8 located?</p> <p>9 A. I don't remember. I know I was in</p> <p>10 there with her but I don't remember.</p> <p>11 Q. So you were with her at Craig</p> <p>12 Crandall's office. When you said he pulled up</p> <p>13 the loan what does that mean?</p> <p>14 A. He pulled up the debt on the Blue Star</p> <p>15 building.</p> <p>16 Q. I'm just describing, and I know</p> <p>17 Sabina can't see you right now, but you're kind</p> <p>18 of making like a typing motion. Are you talking</p> <p>19 about he pulled up information on his computer</p> <p>20 while you were sitting there?</p> <p>21 A. Yes.</p> <p>22 Q. So while you were in Craig Crandall's</p> <p>23 office with Chris Mr. Crandall accessed</p> <p>24 something on his computer and he was able in ten</p>
<p style="text-align: right;">Page 39</p> <p>1 satisfied with what Tom did. He kept on telling</p> <p>2 us not to worry about the mortgage on the house.</p> <p>3 He even told Chrissy not to pay the payments on</p> <p>4 the building.</p> <p>5 Then we were in his office and Chris</p> <p>6 said, what am I going to do about this, Tom.</p> <p>7 What's your opinion. How am I going to get out</p> <p>8 of this with this house.</p> <p>9 He goes, well, you're going to have to</p> <p>10 pay the whole thing which was whatever it was.</p> <p>11 Q. Pay off all the debt on the house?</p> <p>12 A. Yeah. Then she goes, well, thank you</p> <p>13 very much, you know. Now you're telling me this</p> <p>14 crap. And Tom said, hey, what can I do. So me</p> <p>15 and Chrissy went to the bank together and tried</p> <p>16 to get refinancing and she couldn't get any</p> <p>17 refinancing.</p> <p>18 Q. What kind of lawyer is Craig Crandall?</p> <p>19 A. He seemed like a straight up guy.</p> <p>20 Q. Well, I mean what type of work does he</p> <p>21 do?</p> <p>22 A. Oh, I believe stuff like foreclosures</p> <p>23 and that.</p> <p>24 Q. So did you tell Popovich or did Chris</p>	<p style="text-align: right;">Page 41</p> <p>1 minutes to tell you what debt there was on the</p> <p>2 Blue Star building; is that right?</p> <p>3 A. Yes, sir.</p> <p>4 Q. And what did he say about that?</p> <p>5 A. He said I don't understand why</p> <p>6 Mr. Popovich couldn't have told you this debt</p> <p>7 was on the building a year ago, months ago. He</p> <p>8 said it's there and it's not on no machinery,</p> <p>9 it's on the building and so are the back taxes.</p> <p>10 Q. And how much debt was Mr. Crandall</p> <p>11 explaining to you was on the building?</p> <p>12 A. I believe it was close to a half</p> <p>13 million dollars. I don't know the exact amount</p> <p>14 and then there were back taxes to McHenry County</p> <p>15 I believe.</p> <p>16 Q. How much was that?</p> <p>17 A. That I don't know.</p> <p>18 Q. I can't remember if I asked you where</p> <p>19 Crandall's office is.</p> <p>20 A. Yeah, you did but I don't know.</p> <p>21 Q. Is it somewhere in the north suburbs?</p> <p>22 A. It's up there. I'm a South Side boy.</p> <p>23 Q. Is it Crystal Lake maybe?</p> <p>24 A. That sounds like it maybe, yeah.</p>


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<p style="text-align: right;">Page 42</p> <p>1 Q. I don't know for sure. I knew that</p> <p>2 information at some point but I just don't</p> <p>3 remember.</p> <p>4 A. Yeah.</p> <p>5 Q. How long did you meet with Chris and</p> <p>6 Mr. Crandall?</p> <p>7 A. I want to say maybe twice.</p> <p>8 Q. Oh, more than one meeting?</p> <p>9 A. I think it was twice.</p> <p>10 Q. Did you have any discussions with Chris</p> <p>11 after those meetings with Crandall?</p> <p>12 A. We did.</p> <p>13 Q. What did you talk about?</p> <p>14 A. I just told her, I said, man, this guy</p> <p>15 seems good. He seems to know his shit.</p> <p>16 Q. He was a good business lawyer?</p> <p>17 A. Right.</p> <p>18 Q. And he was critical of Popovich?</p> <p>19 A. Yeah.</p> <p>20 Q. What did he say negatively about</p> <p>21 Popovich?</p> <p>22 A. He just said I don't see how Popovich</p> <p>23 couldn't know that there was debt on that Blue</p> <p>24 Star building and the back taxes. That's why</p>	<p style="text-align: right;">Page 44</p> <p>1 one who it seemed to me pushed going to trial</p> <p>2 and everything.</p> <p>3 Q. Did you ever recommend to Chris that</p> <p>4 she fire Popovich?</p> <p>5 A. I don't remember if I said them words.</p> <p>6 I think she -- you know, that town is so small.</p> <p>7 I mean, we heard things too. Mr. Popovich,</p> <p>8 after all this was said and done even in his</p> <p>9 divorce he tried to screw his own wife and kids,</p> <p>10 you know. He even got from what I understand</p> <p>11 contempt of court. So we started saying, hey,</p> <p>12 this guy is no good.</p> <p>13 Q. Maybe you didn't use the words fire,</p> <p>14 but did you ever recommend that she terminate</p> <p>15 Popovich as her attorney?</p> <p>16 A. I left that up to Chris.</p> <p>17 Q. Did you ever suggest to her that she</p> <p>18 find someone new?</p> <p>19 A. I probably did. I don't remember</p> <p>20 saying that but she had to get away from him.</p> <p>21 He was only hurting her.</p> <p>22 Q. Do you know if she did terminate him</p> <p>23 then?</p> <p>24 A. Yeah, I know she went to see another</p>
<p style="text-align: right;">Page 43</p> <p>1 Chrissy, her head was spinning so much at the</p> <p>2 time because why would a single woman now with</p> <p>3 four kids and a house that's being foreclosed</p> <p>4 on, why would she want a building with a half</p> <p>5 million dollars debt.</p> <p>6 Q. Now, after you met with Chris and</p> <p>7 Mr. Crandall twice did you ever attend any</p> <p>8 meetings between Chris and Popovich?</p> <p>9 A. No, I don't believe I did.</p> <p>10 Q. Did you have any discussions with Chris</p> <p>11 after the two meetings with Crandall about</p> <p>12 Popovich remaining as her divorce lawyer?</p> <p>13 A. We did talk. We said, you know, this</p> <p>14 guy ain't doing you no good. He put you in all</p> <p>15 this debt. I mean, this goof nut, Tim, got all</p> <p>16 the properties. He had a piece of land that</p> <p>17 Mr. Popovich told Chris right out, we don't want</p> <p>18 that, that's nothing.</p> <p>19 Inter (sic) sold it for I believe it</p> <p>20 was \$90,000 after all this was said and done.</p> <p>21 The other four homes that he had, we don't know.</p> <p>22 Yeah, me and Chrissy talked a lot about well,</p> <p>23 why didn't he just try to divide this stuff up</p> <p>24 instead of going to trial. You know, he's the</p>	<p style="text-align: right;">Page 45</p> <p>1 divorce lawyer. I was with her for that too.</p> <p>2 Q. Was his name Carl Gilmore?</p> <p>3 A. Yes.</p> <p>4 Q. You were with her when she met with</p> <p>5 Gilmore?</p> <p>6 A. The first one. The first thing out of</p> <p>7 his mouth was -- Chrissy was telling him about</p> <p>8 the hard time getting child support from that</p> <p>9 husband of hers and he goes, did you file with</p> <p>10 the state and she goes no, I was told the state</p> <p>11 couldn't do nothing.</p> <p>12 And I even told Chris because my oldest</p> <p>13 son and his wife were divorced and he's in</p> <p>14 construction like I was and he had the money</p> <p>15 taken out of his check every week from the state</p> <p>16 and I told Chrissy that and she goes Popovich</p> <p>17 said they can't do nothing. So this new lawyer</p> <p>18 said no, you file with the state.</p> <p>19 Q. File what with the state?</p> <p>20 A. For child support, whatever she had to</p> <p>21 do and she did.</p> <p>22 Q. Did Mr. Gilmore say anything else</p> <p>23 critical of Popovich?</p> <p>24 A. Not that I remember.</p>

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<p style="text-align: right;">Page 46</p> <p>1 Q. But he was critical of him?</p> <p>2 A. Not that I remember. Chris told him</p> <p>3 what he did and all the debt and he goes, you</p> <p>4 know, it shouldn't have happened. He evidently</p> <p>5 wasn't doing his job, you know.</p> <p>6 Q. Gilmore said that about Popovich?</p> <p>7 A. I don't know if it was them exact words</p> <p>8 but that's why I imagine he took Chrissy on, you</p> <p>9 know.</p> <p>10 Q. Okay, but do you recall whether he</p> <p>11 actually said anything negative --</p> <p>12 A. I don't recall.</p> <p>13 Q. -- about Popovich's representation or</p> <p>14 just the results?</p> <p>15 A. I don't recall.</p> <p>16 Q. After you met with Carl Gilmore and</p> <p>17 Chris did she then terminate Popovich as her</p> <p>18 divorce lawyer?</p> <p>19 A. Yes.</p> <p>20 Q. And you're familiar with -- that</p> <p>21 definitely came after she met with Gilmore?</p> <p>22 A. I don't know if it came before or</p> <p>23 after. I really couldn't say.</p> <p>24 Q. My understanding is Popovich withdrew</p>	<p style="text-align: right;">Page 48</p> <p>1 did Chris start talking with you about possibly</p> <p>2 meeting a bankruptcy lawyer?</p> <p>3 A. Actually, I started talking to her</p> <p>4 about it. I said maybe a Chapter 13 would help,</p> <p>5 Chris. I said I know this lawyer -- I don't</p> <p>6 know him personally but he helped my son.</p> <p>7 Q. So did you meet with Chris and</p> <p>8 Mr. Lynch?</p> <p>9 A. We did.</p> <p>10 Q. And he's on Roberts Road in Hickory</p> <p>11 Hills; is that right?</p> <p>12 A. Yes, sir.</p> <p>13 Q. How many times did you meet with Chris</p> <p>14 and Mr. Lynch?</p> <p>15 A. Once.</p> <p>16 Q. And what if anything do you remember</p> <p>17 about that meeting?</p> <p>18 A. Well, he said you could do it because</p> <p>19 I believe at the time Chris was getting whatever</p> <p>20 she was supposed to be getting from Tim and he</p> <p>21 gave Chrissy another one of his attorneys to do</p> <p>22 all the work.</p> <p>23 Q. So by the time Chris saw Mr. Lynch in</p> <p>24 October of 2016 Tim was paying alimony and child</p>
<p style="text-align: right;">Page 47</p> <p>1 from her representation on May 24, 2016 and I</p> <p>2 believe Gilmore came into the case about the</p> <p>3 same time. Is that your understanding?</p> <p>4 A. Probably. I mean, there was a lot of</p> <p>5 time in between like I said where we were, you</p> <p>6 know, over at the building, cleaning up the</p> <p>7 building and everything.</p> <p>8 Q. Did Mr. Gilmore when you initially met</p> <p>9 with him say anything about Judge Costello's</p> <p>10 opinion in the case or any of his opinions in</p> <p>11 the case?</p> <p>12 A. No, not that I recall. I don't know.</p> <p>13 I do remember somebody saying that -- I don't</p> <p>14 know if it was him or if it was Craig Crandall</p> <p>15 -- that they couldn't believe that a judge would</p> <p>16 award you the buildings with that much debt on</p> <p>17 there.</p> <p>18 From my understanding Judge Costello</p> <p>19 didn't know the debt was on the building. That</p> <p>20 was the whole thing, I imagine why he gave the</p> <p>21 building to Chris. He tried to even up I guess,</p> <p>22 you know. Chris thought she was getting a free</p> <p>23 and clear building.</p> <p>24 Q. Fast forward a few months later. When</p>	<p style="text-align: right;">Page 49</p> <p>1 support?</p> <p>2 A. He was paying what he wanted to pay.</p> <p>3 In other words, I don't remember the amount</p> <p>4 Judge Costello awarded Chris but she never got</p> <p>5 it. He'd throw her a bone, \$1,000 here, \$1,000</p> <p>6 there, you know, whatever he could.</p> <p>7 Q. So he was paying but just not what he</p> <p>8 was supposed to be paying?</p> <p>9 A. Right.</p> <p>10 Q. Did Mr. Lynch say anything about any</p> <p>11 of the lawyers that had previously represented</p> <p>12 Chris?</p> <p>13 A. No.</p> <p>14 Q. Back to the meeting with Carl Gilmore.</p> <p>15 Did you say there were two meetings with Carl</p> <p>16 Gilmore?</p> <p>17 A. I believe there were two.</p> <p>18 Q. At some point did Chris say I want to</p> <p>19 hire this guy as my divorce lawyer?</p> <p>20 A. I don't think divorce lawyer. Just to</p> <p>21 get her house out of foreclosure I believe that</p> <p>22 was.</p> <p>23 Q. Was that Craig Crandall or Mr. Gilmore?</p> <p>24 A. Oh, I'm sorry, Craig, yeah.</p>

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<p style="text-align: right;">Page 50</p> <p>1 Mr. Gilmore, yeah, she wanted to hire as the</p> <p>2 divorce lawyer.</p> <p>3 Q. So just to clarify, she did retain</p> <p>4 Mr. Crandall to help her with the foreclosure?</p> <p>5 A. Right.</p> <p>6 Q. And that was during the same time</p> <p>7 period that Popovich was still representing her</p> <p>8 as the divorce lawyer, right?</p> <p>9 A. I believe so.</p> <p>10 Q. But separately she became dissatisfied</p> <p>11 with Popovich and then met with Carl Gilmore</p> <p>12 once or twice?</p> <p>13 A. Yes, sir.</p> <p>14 Q. And then eventually she decided to</p> <p>15 retain Gilmore?</p> <p>16 A. Yes, sir.</p> <p>17 Q. Were you with her when she terminated</p> <p>18 Popovich or do you know how she did it?</p> <p>19 A. You know, I really don't remember. I</p> <p>20 couldn't say for sure.</p> <p>21 MR. FLYNN: I believe those are all the</p> <p>22 questions I have for you. Sabina?</p> <p>23 MS. WALCZYK: No, I don't have any</p> <p>24 questions.</p>	<p style="text-align: right;">Page 52</p> <p>1 STATE OF ILLINOIS)</p> <p>2) SS:</p> <p>3 COUNTY OF DUPAGE)</p> <p>4 I, Diane Abbott, a notary public within</p> <p>5 and for the County of DuPage and State of</p> <p>6 Illinois, do hereby certify that heretofore,</p> <p>7 to-wit, on August 13, 2021, personally appeared</p> <p>8 before me, at 150 South Wacker Drive, Chicago,</p> <p>9 Illinois, JACK MISCH, in a cause now pending</p> <p>10 and undetermined in the Circuit Court of the</p> <p>11 Nineteenth Judicial Circuit, Lake County,</p> <p>12 Illinois, wherein CHRISTINE M. INTERRANTE is</p> <p>13 the Plaintiff, and LAW OFFICES OF THOMAS J.</p> <p>14 POPOVICH, P.C., et al., are the Defendants.</p> <p>15 I further certify that the said JACK</p> <p>16 MISCH was first duly sworn to testify the truth,</p> <p>17 the whole truth and nothing but the truth in the</p> <p>18 cause aforesaid; that the testimony then given</p> <p>19 by said witness was reported stenographically</p> <p>20 by me in the presence of the said witness,</p> <p>21 and afterwards reduced to typewriting by</p> <p>22 Computer-Aided Transcription, and the foregoing</p> <p>23 is a true and correct transcript of the</p> <p>24 testimony so given by said witness as aforesaid.</p>
<p style="text-align: right;">Page 51</p> <p>1 MR. FLYNN: Jack, there's a process by</p> <p>2 which you're allowed to review the transcript</p> <p>3 from this deposition to determine whether</p> <p>4 the court reporter has accurately taken down</p> <p>5 everything that you and I said. You can't</p> <p>6 change any answers but if there are any mistakes</p> <p>7 you can point those out.</p> <p>8 THE WITNESS: Okay.</p> <p>9 MR. FLYNN: Or you can trust that she's</p> <p>10 taken everything down accurately and waive</p> <p>11 signature. So you have the option of reviewing</p> <p>12 the transcript or waiving the signature.</p> <p>13 THE WITNESS: I trust her.</p> <p>14 MR. FLYNN: So you waive signature?</p> <p>15 THE WITNESS: Yes.</p> <p>16 FURTHER DEPONENT SAITH NOT.</p> <p>17</p> <p>18</p> <p>19</p> <p>20</p> <p>21</p> <p>22</p> <p>23</p> <p>24</p>	<p style="text-align: right;">Page 53</p> <p>1 I further certify that the signature to</p> <p>2 the foregoing deposition was waived by counsel</p> <p>3 for the respective parties.</p> <p>4 I further certify that the taking of this</p> <p>5 deposition was pursuant to subpoena and that</p> <p>6 there were present at the deposition the</p> <p>7 attorneys hereinbefore mentioned.</p> <p>8 I further certify that I am not counsel</p> <p>9 for nor in any way related to the parties to</p> <p>10 this suit, nor am I in any way interested in the</p> <p>11 outcome thereof.</p> <p>12 IN TESTIMONY WHEREOF: I have hereunto</p> <p>13 set my hand and affixed my notarial seal this</p> <p>14 14th of September, 2021.</p> <p>15</p> <p>16</p> <p>17</p> <p>18 </p> <p>19</p> <p>20 NOTARY PUBLIC, DUPAGE COUNTY, ILLINOIS</p> <p>21 LIC. NO. 084-003682</p> <p>22</p> <p>23</p> <p>24</p>

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150	27	9/29/1950	allowed
12:8,11,16	21:2 31:19	5:13	51:2
1969	33:19	92	amount
7:20	29	13:23	41:13 49:3
1971	27:11 28:15	<hr/>	answer
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1975	<hr/>	30:16 37:18	6:21
12:24	401(k)	40:24	answers
1988	35:6 37:19,23	accessed	51:6
6:2	38:13	40:23	anybody
1990	<hr/>	accommodating	22:17
13:23	5	5:5	anyone
1992	<hr/>	accompanied	5:14 10:19
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6 10:16 12:23
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Z

Zoom

4:23

**IN THE CIRCUIT COURT OF THE TWENTY-SECOND JUDICIAL CIRCUIT
 MCHENRY COUNTY, ILLINOIS**

Christine M. Interrante,)	
)	
Plaintiff,)	
)	
v.)	Case No. 18 LA 000370
)	Jury Demand
The Law Offices of Thomas J. Popovich, P.C.,)	Judge Thomas A. Meyer
and Thomas J. Popovich,)	(Room 201)
)	
Defendants.)	

AFFIDAVIT OF CRAIG S. KRANDEL

Being of sound mind and body, and having personal knowledge of the facts stated herein, the affiant swears and affirms as follows:

- 1) My name is Craig S. Krandel.
- 2) I am an attorney, currently licensed in the State of Illinois and have been so licensed since 1985.
- 3) In connection with my law practice, I previously represented Christine M. Interrante, the Plaintiff in the above-captioned lawsuit between November 2015 through approximately May 2016. Ms. Interrante sought my advice relative to business and financial matters.
- 4) Early in my representation of Ms. Interrante, we discussed her ownership of an industrial building located at 5701 Weatherstone Way, Johnsburg, IL 60051 which she was awarded in her divorce. This building was once the business residence of a business owned by Tim Interrante, Ms. Interrante's now ex-husband.
- 5) Early on in my representation of Ms. Interrante, I determined that there was a lien on the above-referenced building. Shortly after my initial meeting with Ms. Interrante (*on or about December 11, 2015*) I sent the attached letter (Exhibit A) to the lender holding the mortgage on the building located at 5701 Weatherstone Way, Johnsburg, IL 60051 noting that Ms. Interrante had just discovered the issue of the loan as existing against the property per my involvement in the matters related to this building.
- 6) My representation of Ms. Interrante terminated on or about May 31, 2016.

FURTHER AFFIANT SAYETH NAUGHT

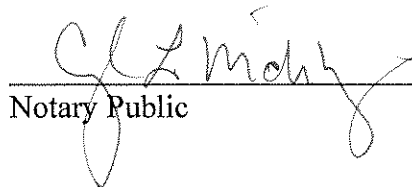
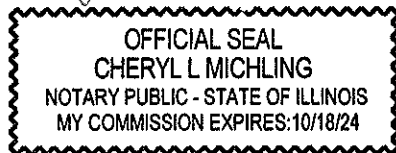
[X] Under penalties as provided by law pursuant to Section 1-109 of the Illinois Code of Civil Procedure, the undersigned certified that the statements set forth in this instrument are true and correct, excepts as to matter therein stated to be on information and belief and as to such matters, the undersigned certifies as aforesaid that he verily believes the same to be true.



Craig S. Krandel

Dated December 13, 2021

SUBSCRIBED AND SWORN
BEFORE ME this 13th day of December , 2021.


Notary Public

407 CONGRESS PARKWAY
SUITE E
CRYSTAL LAKE, IL 60014
(P) 815.477.7476
(F) 815.333.0480
WWW.LTGLEGAL.COM

CRAIG KRANDEL
(D) 815.477.7476
CKRANDEL@LTGLEGAL.COM
QM

TIMM & GARFINKEL, LLC

December 11, 2015

American Chartered Bank
20 N. Martingale Rd.
Schaumburg, IL 60173
Attn: Bryn Perna

Via e-mail bperna@americanchartered.com

Re: **American Chartered Bank - Interrante**
Loan # 15266802
Our File: 15- 420

Dear Ms. Perna

Please be advised that I have been retained by Christine Interrante in regard to this matter in place of Thomas J. Popovich and at this time seek to work with her to keep the above loan in good standing with American Chartered. I appreciate your assistance to date regarding this loan and just want to be sure all on same page and no misunderstandings going forward as it is my understanding that the loan may have matured at this time. If possible, could you send me over a copy of the Note and Mortgage as well as give me a call to discuss how best to properly memorialize next steps with the loan, etc.

Our client is committed to a quick resolution either with your bank or a refinance if necessary. As you may be aware she only recently secured title to the property in her divorce and seeking to clean up some collateral issues in these regards.

I have had Ms. Interrante acknowledge this letter as well and if anything more required of her in order to get this all together please advise immediately. Thank you in advance for your cooperation in these regards

Sincerely,

TIMM & GARFINKEL, LLC

By: _____

Craig S. Krandel

Please proceed as requested above by Mr. Krandel to whom I hereby authorize you to speak with on my behalf

By: _____

Christine Interrante

cc: *Bryan Orton, Christine Interrante*

EXHIBIT A

THOMAS LYNCH
August 11, 2021

IN THE CIRCUIT COURT
OF THE NINETEENTH JUDICIAL CIRCUIT
LAKE COUNTY, ILLINOIS

CHRISTINE M. INTERRANTE,)	
)	
Plaintiff,)	
)	
vs)	No. 18 LA 000370
)	
LAW OFFICES OF THOMAS J.)	
POPOVICH, P.C., and THOMAS J.)	
POPOVICH, Individually,)	
)	
Defendants.)	

The videoconference discovery
deposition of THOMAS LYNCH, called by the
Defendants, for examination, pursuant to
subpoena, taken before Geanna M. Iaquina, CSR,
at 9231 South Roberts Road, Hickory Hills,
Illinois, on August 11, 2021, scheduled to
commence at 10:30 a.m., commencing at 10:35 a.m.

THOMAS LYNCH
August 11, 2021

<div>Page 2</div> <div>1 A P P E A R A N C E S:</div> <div>2</div> <div>3 THE GOOCH FIRM,</div> <div>4 209 South Main Street</div> <div>5 Wauconda, Illinois 60084</div> <div>6 (847) 526-0110</div> <div>7 BY: MS. SABINA WALCZYK (via videoconference)</div> <div>8</div> <div>9 Appeared on behalf of the Plaintiff,</div> <div>10</div> <div>11 KARBAL, COHEN, ECONOMOU, SILK & DUNNE,</div> <div>12 150 South Wacker Drive</div> <div>13 Suite 1700</div> <div>14 Chicago, Illinois 60606</div> <div>15 (312) 431-3700</div> <div>16 BY: MR. GEORGE FLYNN</div> <div>17 Appeared on behalf of the Defendants.</div> <div>18</div> <div>19</div> <div>20</div> <div>21</div> <div>22</div> <div>23</div> <div>24</div>	<div>Page 4</div> <div>1 (Witness sworn.)</div> <div>2 WHEREUPON:</div> <div>3 T H O M A S L Y N C H,</div> <div>4 called as a witness herein, having been first</div> <div>5 duly sworn, depose and saith as follows:</div> <div>6 E X A M I N A T I O N</div> <div>7 by Mr. Flynn</div> <div>8 Q. Mr. Lynch, can you state your name</div> <div>9 and spell your last name for the record, please?</div> <div>10 A. Thomas W. Lynch, L-y-n-c-h.</div> <div>11 MR. FLYNN: Let the record reflect</div> <div>12 that this is the discovery deposition of</div> <div>13 Mr. Thomas Lynch taken pursuant to notice</div> <div>14 and by agreement of the parties. This</div> <div>15 deposition is being taken pursuant to the</div> <div>16 rules of the Illinois Supreme Court, the</div> <div>17 Illinois Code of Civil Procedure, and any</div> <div>18 applicable local rules in the 22nd Judicial</div> <div>19 District in McHenry County, Illinois.</div> <div>20 Mr. Lynch --</div> <div>21 MS. WALCZYK: I'm sorry. Is it</div> <div>22 possible to put the laptop a little bit</div> <div>23 closer to Mr. Flynn as well because I</div> <div>24 really can't hear?</div>
<div>Page 3</div> <div>1 I N D E X</div> <div>2</div> <div>3</div> <div>4 THE WITNESS: THOMAS LYNCH</div> <div>5</div> <div>6 PAGES</div> <div>7 Examination by Mr. Flynn..... 4</div> <div>8</div> <div>9</div> <div>10 NO EXHIBITS MARKED</div> <div>11</div> <div>12</div> <div>13</div> <div>14</div> <div>15</div> <div>16</div> <div>17</div> <div>18</div> <div>19</div> <div>20</div> <div>21</div> <div>22</div> <div>23</div> <div>24</div>	<div>Page 5</div> <div>1 (Brief pause for</div> <div>2 technical difficulties.)</div> <div>3 MR. FLYNN: We're back on the</div> <div>4 record.</div> <div>5 BY MR. FLYNN:</div> <div>6 Q. Mr. Lynch, we're here at your law</div> <div>7 office at 9231 South Roberts Road in Hickory</div> <div>8 Hills; is that right?</div> <div>9 A. Correct.</div> <div>10 Q. How long have you been at this</div> <div>11 office address?</div> <div>12 A. Twenty years.</div> <div>13 Q. Okay. Have you ever given a</div> <div>14 deposition before?</div> <div>15 A. I have.</div> <div>16 Q. Under what circumstances?</div> <div>17 A. Tax cases and things.</div> <div>18 Q. Okay.</div> <div>19 A. Family disputes.</div> <div>20 Q. For your clients or other parties?</div> <div>21 A. For my clients, and, of course, I've</div> <div>22 taken depositions.</div> <div>23 Q. Okay. Are you a litigator?</div> <div>24 A. I do a certain amount of litigation.</div>

THOMAS LYNCH
August 11, 2021

<p style="text-align: right;">Page 6</p> <p>1 Q. Okay.</p> <p>2 A. I would say, yeah, I suppose I'm a</p> <p>3 litigator. Some people consider bankruptcy to be</p> <p>4 litigation.</p> <p>5 Q. Okay.</p> <p>6 A. And in that case, I certainly am,</p> <p>7 and we do a fair amount of other litigation.</p> <p>8 Q. Okay. Have you ever testified as an</p> <p>9 expert --</p> <p>10 A. I'm not much of a writer, though.</p> <p>11 I have on tax matters.</p> <p>12 Q. And just so the court reporter can</p> <p>13 take it down, you've testified as an expert</p> <p>14 witness on tax matters?</p> <p>15 A. Correct.</p> <p>16 Q. Okay. And you graduated from DePaul</p> <p>17 in 1977; is that right?</p> <p>18 A. I did.</p> <p>19 Q. Okay. And you passed the CPA exam</p> <p>20 at some point thereafter?</p> <p>21 A. I did.</p> <p>22 Q. Okay. And you worked as an IRS</p> <p>23 agent for seven years after college?</p> <p>24 A. I did, I did.</p>	<p style="text-align: right;">Page 8</p> <p>1 predominantly probably individual. It would be</p> <p>2 what you could describe as a retail law practice.</p> <p>3 Q. Okay. Do you handle any family law</p> <p>4 matters?</p> <p>5 A. Rarely.</p> <p>6 Q. Have you ever handled family law --</p> <p>7 A. I've probably done four or five or</p> <p>8 six, maybe ten divorces in my life.</p> <p>9 Q. Okay. Do you consider yourself an</p> <p>10 expert in divorce or family law?</p> <p>11 A. No.</p> <p>12 Q. Do you feel qualified to render</p> <p>13 opinions on the standard of care as to an</p> <p>14 attorney practicing matrimonial law or family</p> <p>15 law?</p> <p>16 A. I do, I do.</p> <p>17 Q. How are you qualified to render</p> <p>18 expert opinions in family law matters?</p> <p>19 A. I am completely familiar with</p> <p>20 financial matters, and I've seen a lot of</p> <p>21 divorces and how they go. I have occasional</p> <p>22 family law attorneys who contact me for advice</p> <p>23 regarding financial issues related to</p> <p>24 bankruptcies they're involved in, tax matters</p>
<p style="text-align: right;">Page 7</p> <p>1 Q. Okay. And you graduated from John</p> <p>2 Marshall Law School in 1986?</p> <p>3 A. Correct.</p> <p>4 Q. Okay. And you left the IRS in 1987;</p> <p>5 is that right?</p> <p>6 A. Correct.</p> <p>7 Q. And did you work as an assistant</p> <p>8 Illinois attorney general from 1987 to '92?</p> <p>9 A. Correct.</p> <p>10 Q. And then did you sometime thereafter</p> <p>11 start a private law practice?</p> <p>12 A. Yes, yes. There's a little overlap.</p> <p>13 I started doing the law practice a little bit</p> <p>14 while I was at the AG.</p> <p>15 Q. Okay. And is the law practice</p> <p>16 concentrating on the same areas now as it was</p> <p>17 back when you first opened?</p> <p>18 A. Mostly, yes. I mean, we've got</p> <p>19 probate in here and probably more Wilson trusts</p> <p>20 and probably less bankruptcy, and -- but mostly</p> <p>21 the same, yeah.</p> <p>22 Q. Okay. You handle business matters</p> <p>23 mainly?</p> <p>24 A. No. I handle -- I handle</p>	<p style="text-align: right;">Page 9</p> <p>1 they're involved in.</p> <p>2 So you can tell a lot about --</p> <p>3 about the -- about the conduct of attorneys in</p> <p>4 handling divorces. I'm not saying that my word</p> <p>5 would be the definitive word. Anything I say, of</p> <p>6 course, gets run through a tribunal if it -- if</p> <p>7 there were a lawsuit to develop from that, but I</p> <p>8 certainly have the ability to say that I think</p> <p>9 someone is doing a good job or a crappy job. Do</p> <p>10 you follow what I'm saying?</p> <p>11 Q. I do. I think whether an attorney</p> <p>12 does a good job or a crappy job might not fit</p> <p>13 with the terms of art that we are accustomed to</p> <p>14 in my law practice. So let me ask you this.</p> <p>15 Would it be fair to say that in</p> <p>16 order to render an expert opinion for purposes of</p> <p>17 a lawsuit, a legal malpractice case arising out</p> <p>18 of a matrimonial matter, would any attorney</p> <p>19 rendering an expert opinion need to review all</p> <p>20 the pleadings, discovery, and all --</p> <p>21 A. Absolutely.</p> <p>22 Q. Let me finish.</p> <p>23 (Continuing.) -- and other file</p> <p>24 materials in the case?</p>

THOMAS LYNCH
August 11, 2021

<p style="text-align: right;">Page 10</p> <p>1 A. Absolutely.</p> <p>2 Q. Okay. We're here today for a legal</p> <p>3 malpractice case arising out of representation of</p> <p>4 Christine Interrante --</p> <p>5 A. Uh-huh.</p> <p>6 Q. -- by her attorney, Thomas -- former</p> <p>7 attorney, Thomas Popovich. Are you familiar with</p> <p>8 that matter generally?</p> <p>9 A. Yes -- no, no. I'm really not</p> <p>10 familiar with that matter generally.</p> <p>11 Q. Okay. Have you ever met Christine</p> <p>12 Interrante?</p> <p>13 A. I have.</p> <p>14 Q. Okay. Was she a client of yours?</p> <p>15 A. Yes, she was.</p> <p>16 Q. Okay. And when did you first meet</p> <p>17 Christine Interrante?</p> <p>18 A. I could not tell you exactly, but</p> <p>19 based on the -- because we do a lot of volume of</p> <p>20 bankruptcy, but it must have been the year 2016.</p> <p>21 Q. Okay. Do you have independent</p> <p>22 recollection of Ms. Interrante as you sit here?</p> <p>23 A. I do not.</p> <p>24 Q. Had you ever met her prior to her</p>	<p style="text-align: right;">Page 12</p> <p>1 answer the questions, and we go into high detail</p> <p>2 because the accuracy of bankruptcies is</p> <p>3 important, and that would include asking</p> <p>4 questions like what did you own at this point in</p> <p>5 time, what do you own now, are you being paid,</p> <p>6 what assets have been transferred, et cetera, et</p> <p>7 cetera.</p> <p>8 So I certainly would have asked</p> <p>9 a lot of questions regarding Ms. Interrante's</p> <p>10 divorce or her assets, not necessarily regarding</p> <p>11 her divorce as much as her assets and her</p> <p>12 financial condition. So your question is do I</p> <p>13 know -- I mean, I've never known her divorce</p> <p>14 attorney. I don't know anything about her</p> <p>15 divorce attorney. I don't -- we did procure a</p> <p>16 copy of the judgment of dissolution as part of</p> <p>17 the bankruptcy.</p> <p>18 I suspect that at that time we</p> <p>19 reviewed the petition -- I mean, the divorce</p> <p>20 decree just to see that it was consistent with</p> <p>21 what we were filing, but that probably would have</p> <p>22 been past the point of the interview.</p> <p>23 Q. Okay. Do you know how many times</p> <p>24 you met with Ms. Interrante?</p>
<p style="text-align: right;">Page 11</p> <p>1 coming to see you in 2016?</p> <p>2 A. I have never met her.</p> <p>3 Q. Okay. Have you reviewed any file</p> <p>4 materials in preparation for your deposition</p> <p>5 today?</p> <p>6 A. I haven't really reviewed any file</p> <p>7 materials, just the least bit. I do have a copy</p> <p>8 of the judgment for dissolution of marriage,</p> <p>9 which I haven't reviewed. I do have a notice of</p> <p>10 motion when the mortgage -- when the stay was</p> <p>11 lifted on her mortgage, and I do have an unfiled</p> <p>12 copy of her petition, but I haven't really</p> <p>13 reviewed the records. I've been very busy</p> <p>14 lately.</p> <p>15 Q. Do you have any independent</p> <p>16 recollection of Ms. Interrante's situation</p> <p>17 relative to her divorce attorney when she came to</p> <p>18 see you?</p> <p>19 A. Independent recollection of her</p> <p>20 situation relative to her divorce attorney. That</p> <p>21 would be a hard question to answer. A person</p> <p>22 comes in to go bankrupt. I go through their</p> <p>23 financial records -- not their financial records.</p> <p>24 I ask them a lot of financial questions, and they</p>	<p style="text-align: right;">Page 13</p> <p>1 A. I don't. And in addition, at that</p> <p>2 time, I employed another attorney, Laxmi P.</p> <p>3 Sarathy. I'm estimating that I would have met</p> <p>4 with Ms. Interrante. I have a vague recollection</p> <p>5 of that.</p> <p>6 Q. Okay.</p> <p>7 A. But I suspect I would have handed</p> <p>8 the whole matter off to Ms. Sarathy because she</p> <p>9 was really the person who was doing the</p> <p>10 bankruptcy work and was more of a technician --</p> <p>11 Q. Okay.</p> <p>12 A. -- in that area at that time.</p> <p>13 Q. Did you meet with Ms. Interrante</p> <p>14 personally at one point in time?</p> <p>15 A. I'm sure I did.</p> <p>16 Q. Okay. And do you recall whether she</p> <p>17 was accompanied by her brother-in-law, Jack --</p> <p>18 A. You know, I do recall that she was</p> <p>19 accompanied by somebody. I do not know who she</p> <p>20 was accompanied by. And it's very surprising</p> <p>21 that I remember that. I didn't remember it when</p> <p>22 you first called me.</p> <p>23 Q. Okay. And just for the --</p> <p>24 A. And that was a memory that I kind of</p>

THOMAS LYNCH
August 11, 2021

<p style="text-align: right;">Page 14</p> <p>1 recovered after a few weeks.</p> <p>2 Q. Okay. For the record, I had spoke</p> <p>3 to you a few weeks ago when we were trying to</p> <p>4 schedule, slash, reschedule this very deposition.</p> <p>5 I think there was some confusion with the court</p> <p>6 reporter. We spoke briefly, from what I recall,</p> <p>7 about a concern you had with respect to</p> <p>8 attorney/client privilege. Does that sound</p> <p>9 familiar to you?</p> <p>10 A. Correct.</p> <p>11 MR. FLYNN: Okay. And I think I may</p> <p>12 have responded to two things, number one,</p> <p>13 because the plaintiff here has filed a</p> <p>14 legal malpractice case against her attorney</p> <p>15 that by operation of law there is a waiver</p> <p>16 of the attorney/client privilege in</p> <p>17 addition to the fact that she has named you</p> <p>18 as a witness and has testified concerning</p> <p>19 some of your opinions or at least</p> <p>20 communications with her.</p> <p>21 Secondly, my understanding is</p> <p>22 Mr. Misch, who is a non-attorney,</p> <p>23 accompanied Ms. Interrante to her first</p> <p>24 meeting with you and possibly others.</p>	<p style="text-align: right;">Page 16</p> <p>1 somebody. It's been so long.</p> <p>2 Q. Sure.</p> <p>3 And she came to see you in</p> <p>4 order to file bankruptcy; is that right?</p> <p>5 A. She must have come to file</p> <p>6 bankruptcy because I filed the bankruptcy.</p> <p>7 Q. Right.</p> <p>8 A. Although, I don't really recall why</p> <p>9 she came to me. She might have come to me</p> <p>10 because she had a foreclosure. She might have</p> <p>11 come to me for a series of reasons. She might</p> <p>12 have come to me as general in debt. I do not</p> <p>13 know why she came to me. But ultimately the</p> <p>14 subject turned to bankruptcy.</p> <p>15 Q. All right. Did you -- Strike that.</p> <p>16 Have you spoken to anyone</p> <p>17 concerning your deposition today besides me?</p> <p>18 A. I haven't. I probably should have.</p> <p>19 But I haven't. Meaning, I probably should have</p> <p>20 talked to plaintiff's counsel, but I haven't.</p> <p>21 Q. Okay. You have not talked to</p> <p>22 plaintiff's counsel?</p> <p>23 A. I haven't.</p> <p>24 Q. And have you spoke to Ms. Interrante</p>
<p style="text-align: right;">Page 15</p> <p>1 That's just my statement for the record.</p> <p>2 BY MR. FLYNN:</p> <p>3 Q. Is that --</p> <p>4 A. Her brother is an attorney?</p> <p>5 Q. Her brother-in-law is not an</p> <p>6 attorney.</p> <p>7 A. I don't know who accompanied her.</p> <p>8 But I do vaguely remember that somebody</p> <p>9 accompanied her.</p> <p>10 Q. Okay.</p> <p>11 A. I do not think she was there alone.</p> <p>12 Q. Did I somewhat accurately -- did I</p> <p>13 accurately characterize my discussion with you</p> <p>14 from a few weeks ago?</p> <p>15 A. It sounds about right.</p> <p>16 Q. Okay. As you sit here, you don't</p> <p>17 recall whether Mr. Misch appeared with</p> <p>18 Ms. Interrante during your first meeting or not?</p> <p>19 You just recall --</p> <p>20 A. At some point or another, I believe</p> <p>21 Ms. Interrante had another individual with her.</p> <p>22 Q. Okay.</p> <p>23 A. I mean, if I was to guess who it</p> <p>24 was, I would have said it was her father or</p>	<p style="text-align: right;">Page 17</p> <p>1 about your deposition?</p> <p>2 A. I haven't.</p> <p>3 Q. When is the last --</p> <p>4 A. I figured that plaintiff's counsel,</p> <p>5 who is on Zoom right now, is kind of looking out</p> <p>6 for Ms. Interrante's attorney/client privilege</p> <p>7 and other issues that might relate to this.</p> <p>8 THE WITNESS: Is that correct?</p> <p>9 MS. WALCZYK: Correct. Yes.</p> <p>10 THE WITNESS: All right. Thank you.</p> <p>11 BY MR. FLYNN:</p> <p>12 Q. Ms. Interrante -- when is the last</p> <p>13 time you did speak with or communicate with</p> <p>14 Ms. Interrante, if you know?</p> <p>15 A. I absolutely do not know. But that</p> <p>16 being said, I'm guessing it was the year 2016.</p> <p>17 Q. Okay.</p> <p>18 A. Although, I don't know when her case</p> <p>19 was dismissed from the bankruptcy --</p> <p>20 Q. Did you review the file materials</p> <p>21 for your office in connection with the deposition</p> <p>22 today?</p> <p>23 A. Very little.</p> <p>24 Q. Okay. Generally speaking, do you</p>

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<p style="text-align: right;">Page 18</p> <p>1 recall or do you know from your review of the 2 materials what the results of the bankruptcy 3 filing was? 4 A. My understanding was she filed -- 5 she was attempting to keep a house and at some 6 point her case was dismissed. That's really 7 about all I know. 8 Q. So -- 9 A. I don't think I would have been full 10 charge on the case. 11 Q. So there was no discharge of any 12 debts in the case? 13 A. Not to my knowledge, but I -- I 14 could find out in five minutes if I went and 15 grabbed the rest of the documents. 16 Q. Okay. Well, we'll come back to it 17 if we need to. We may not. 18 A. It is kind of important, though, 19 because if she got discharged -- I mean, I can 20 see that it was initially filed as a 13. I don't 21 know if we converted it to a 7 and it got 22 discharged or not. 23 Q. Do you recall discussing any details 24 of her divorce case while she was working with</p>	<p style="text-align: right;">Page 20</p> <p>1 divorce at that time? 2 A. I must have known the status, but I 3 can't say I know it. 4 Q. Okay. 5 A. I mean, that I recall what the 6 status was. 7 Q. Okay. The case actually was tried 8 before she came to see you. I can represent that 9 to you. Did you examine the trial transcripts -- 10 A. I did not examine any trial 11 transcripts or anything like that. 12 Q. Okay. Did you examine any pleadings 13 or discovery in the case? 14 A. I did not. 15 Q. Did you -- 16 A. I did not pull the divorce file. 17 Q. Okay. 18 A. I received a -- whatchamacallit? 19 Q. So you -- 20 A. And I wouldn't have known -- well, I 21 would only have known what the client told me. 22 Q. Okay. Fair enough. So you pulled a 23 copy of the divorce judgment and then you also -- 24 A. I didn't pull a copy of anything.</p>
<p style="text-align: right;">Page 19</p> <p>1 you? 2 A. I would have had to have discussed 3 details of her divorce case because I was 4 reviewing her finances, and it's -- anything 5 related to assets she owned in the last four 6 years, income she's received in the last four 7 years, assets she no longer owns since the last 8 four years, or assets that she no longer owes -- 9 owns, et cetera, et cetera, all that material 10 would be highly relevant to the bankruptcy. 11 I'm usually trying to get it 12 done. So it probably would have been detailed, 13 hard questions, meaning, I would have asked the 14 questions quickly and gotten answers to the 15 extent that she knew. 16 Q. Do you know if she, at the time when 17 she first saw you in October of 2016, if she was 18 still represented by Tom Popovich and his law 19 office? 20 A. You know what, to be honest, at this 21 point I couldn't recall who she was represented 22 by. I don't know anything about Tom Popovich or 23 his law office. And she had a divorce attorney. 24 Q. Did you know the status of her</p>	<p style="text-align: right;">Page 21</p> <p>1 Q. Okay. You received a copy of the 2 divorce judgment, correct? 3 A. Correct. 4 Q. And you -- 5 A. And I accepted the client's words as 6 to what her assets and liabilities were. 7 Q. Okay. Did you undertake any 8 independent investigation as to her assets or the 9 divorce case? 10 A. I did not undertake my own 11 independent investigation. I simply went by the 12 information which was being provided to me in 13 preparing the petition. 14 Q. At any time, did you render any 15 opinions to Ms. Interrante concerning her divorce 16 lawyer? 17 A. I mean, when you say an opinion, 18 what are you referring to? 19 Q. Did you tell her that Mr. Popovich 20 breached the standard of care while he was 21 representing her in her divorce case? 22 A. You know what, let's see, legal 23 service, debtor contests the legal service and 24 content of Mr. Popovich. In addition -- I just</p>

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<p style="text-align: right;">Page 22</p> <p>1 saw this now. Ms. Interrante intends to pursue a 2 malpractice action against Mr. Popovich. 3 In the course of the 4 conversation with Ms. Interrante, it must have 5 come to light in some manner that she was not 6 happy with the way things came down from 7 Mr. Popovich. Okay. So we listed that in the 8 petition I was happy to see because that's 9 required by law if somebody thinks that they have 10 a malpractice case. 11 Q. So in her petition for bankruptcy, 12 you were just reading from some notes, and she 13 indicated that she intended to file a malpractice 14 case at that point? 15 A. You know what, I would not know what 16 she intended to do. If a person believes that 17 they have a claim against their attorney because 18 they're not happy with the way things came down, 19 then I list that claim because that's a potential 20 asset. That's a contingent asset. And if you 21 don't list the claim, it goes away because those 22 claims become the property of the trustee when 23 you file. 24 Q. Did she advise you in your first</p>	<p style="text-align: right;">Page 24</p> <p>1 conversation, issues may have come up as if are 2 you being paid on this, are you -- did you 3 receive this asset, did you receive this 4 property, who owns this, what's happening on 5 that, are you being paid on that, what happened 6 with -- and at this point, I don't recall what 7 the assets were. 8 But if there were extensive 9 assets, I would have gone through the list of 10 what the assets were, what the payments were, 11 what the expectancies were, and what she 12 received, and, you know, how that conversation 13 would have gone would have been difficult for me 14 to recall at this stage. 15 It was a 2016 case. This is 16 2021. So we're talking about a conversation I 17 had five years ago. 18 Q. Fair enough. 19 A. If I was to recall the conversation, 20 it is possible that the conversation could have 21 taken place in a manner that was shocking to me 22 how different of a conversation it was than what 23 I thought I had. 24 Q. Understood.</p>
<p style="text-align: right;">Page 23</p> <p>1 meeting that she intended to file a claim against 2 her lawyer? 3 A. I don't know exactly how the issue 4 of the claim developed. All right. But 5 certainly at some point from the beginning or 6 whenever she came to a determination that she -- 7 that it was -- that we -- I came to a 8 determination probably more than her that it was 9 appropriate to list this on the bankruptcy 10 because the indications were that she felt 11 dissatisfied with the services. 12 Q. When she first met with you, did she 13 indicate to you that she had been dissatisfied 14 with her services from Mr. Popovich? 15 A. I do not think so, but I do not 16 recall. All right. I mean, so it's kind of like 17 it's been five years, vague on the memories, but 18 I don't know if she did or not. I don't know if 19 she did or not. We -- you know, we would have 20 sat and gone through a lot of assets and I would 21 have asked her questions. I would have asked 22 what she used to own. I would have asked her 23 where it went. 24 And in the course of normal</p>	<p style="text-align: right;">Page 25</p> <p>1 A. My wife does that to me all the 2 time. 3 Q. I understand. 4 A. She keeps notes. 5 Q. Did Ms. Interrante complete any 6 questionnaires or intake sheets or any of the 7 same? 8 A. There was an intake sheet, and I've 9 been digging for that. I most likely filled it 10 out and I have not been able to find that. But I 11 hate to say it, the intake sheet -- I mean, I can 12 show you a copy of my intake sheet. It's just a 13 listing of assets and liabilities and income and 14 expense. 15 So probably the reason I 16 believe that I did the interview was that -- if I 17 remember right, there was a lot -- there was a 18 lot on the table and I wanted to ask the 19 questions just to make sure we covered the 20 subject. And so the intake sheet would not have 21 said -- the intake sheet says assets, 22 liabilities, income, expenses. I don't put down 23 my impression is that this person was abused by 24 her boyfriend, my impression is they bought a</p>

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<p>Page 26</p> <p>1 crappy car, my impression is this. You know what</p> <p>2 I mean?</p> <p>3 I put down that, you know, they</p> <p>4 own a 2016 Buick Electra which got in an auto</p> <p>5 accident and it is now worth this amount or they</p> <p>6 own -- they had this property and they have this,</p> <p>7 in the course of the discussion it seems as if</p> <p>8 there may be a potential malpractice case. Do</p> <p>9 you follow me?</p> <p>10 Q. I do.</p> <p>11 Do you know if Ms. Interrante</p> <p>12 paid Mr. Popovich and his law office any fees</p> <p>13 whatsoever while he represented her?</p> <p>14 A. Do I have specific knowledge that</p> <p>15 she paid him? Absolutely I do not have any</p> <p>16 specific knowledge.</p> <p>17 Q. Okay.</p> <p>18 A. Now, would I assume that somebody</p> <p>19 paid somebody some money, and you're telling me</p> <p>20 that it went to trial -- that it went to trial?</p> <p>21 Q. I don't want you to make any</p> <p>22 assumptions, though.</p> <p>23 A. Yeah. I wouldn't know anything</p> <p>24 about it. If I was working a case, I would never</p>	<p>Page 28</p> <p>1 potential claims. All right. Not to let things</p> <p>2 sit. If I file a case and somebody later on</p> <p>3 determines that they think that they should have</p> <p>4 done something with their medical problem, and I</p> <p>5 don't list it on the bankruptcy, then they've</p> <p>6 lost their medical mal case and it's then my</p> <p>7 fault. I mean, it's not really my fault. It</p> <p>8 probably meets the standard of care for a</p> <p>9 bankruptcy attorney, but it certainly is.</p> <p>10 And in a way I'm almost</p> <p>11 surprised that I listed the claim here, but in</p> <p>12 the course of our vigorous discussion of the --</p> <p>13 of the case, it's possible that the issue of</p> <p>14 being dissatisfied with the attorney's behavior</p> <p>15 came up.</p> <p>16 Q. And is it --</p> <p>17 A. It's probably improbable that she</p> <p>18 told me from the beginning that she was</p> <p>19 dissatisfied with her attorney's behavior. It</p> <p>20 was probably something that came up in the course</p> <p>21 of the financial discussion.</p> <p>22 Q. But that's your speculation,</p> <p>23 correct?</p> <p>24 A. It's -- if there were incongruities,</p>
<p>Page 27</p> <p>1 get paid if I was -- never not get paid.</p> <p>2 Q. Did the Popovich Law Office make a</p> <p>3 claim in her bankruptcy case?</p> <p>4 A. I do not recall.</p> <p>5 Q. Would it be listed in the --</p> <p>6 A. It's in the public record, yeah.</p> <p>7 It's in the public record. It wouldn't really so</p> <p>8 much be in my file --</p> <p>9 Q. Okay.</p> <p>10 A. -- if it would be. Although, if I</p> <p>11 dug out a copy of the plan, it might say because</p> <p>12 we would have had to amend the plan for claims.</p> <p>13 Q. Do you know if Ms. Interrante's</p> <p>14 desire or dissatisfaction that she raised with</p> <p>15 you relative to her divorce attorney was --</p> <p>16 became known to you before or after Mr. Popovich</p> <p>17 made a claim for his attorney fees?</p> <p>18 A. You know, how would I put it? I</p> <p>19 would have -- and I'm just kind of telling you</p> <p>20 how it would normally go. A client comes in. I</p> <p>21 would have gone through her assets and</p> <p>22 liabilities with her. There would have certainly</p> <p>23 been a vigorous discussion.</p> <p>24 My job is to dig out any</p>	<p>Page 29</p> <p>1 I would have probably brought up those issues if</p> <p>2 there were incongruities. So if -- I don't</p> <p>3 remember what the money was here or what the</p> <p>4 money was there. But if there was -- meaning</p> <p>5 beginning and end.</p> <p>6 But if there was an incongruity</p> <p>7 between beginning and end, I might have asked a</p> <p>8 question, like, well, how did he get that or how</p> <p>9 did this happen because one of the things that I</p> <p>10 have to do in the course of doing a bankruptcy is</p> <p>11 oddly enough make sure there's no collusion</p> <p>12 between the husband and the wife because -- or</p> <p>13 make sure there isn't some fake little thing</p> <p>14 going on where they're hiding assets.</p> <p>15 You know, okay, we gave the</p> <p>16 husband the business. We gave the husband this.</p> <p>17 We gave the husband that. And it's a wink and a</p> <p>18 nod and now he's going to -- I'm supposed to file</p> <p>19 bankruptcy and the bankruptcy is kind of</p> <p>20 something that we worked out in a form of</p> <p>21 collusion, and now we are going to turn around</p> <p>22 and he's going to transfer the assets back to me.</p> <p>23 You know, I have to sort of</p> <p>24 explore all of that. So I have to go into the</p>

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<p>Page 30</p> <p>1 issues of how did it get from point A to point B.</p> <p>2 And in the course of doing all that, it seems</p> <p>3 that for -- to the extent that I was -- to the</p> <p>4 extent that we looked at it there, the</p> <p>5 incongruities were sufficient that we ultimately</p> <p>6 determined that it was appropriate to list a</p> <p>7 potential claim.</p> <p>8 Now, the difference between a</p> <p>9 potential claim and an actual claim is night and</p> <p>10 day because in order to go to a potential -- from</p> <p>11 a potential claim -- and I think I'm certainly</p> <p>12 qualified to render an expert opinion on what the</p> <p>13 law is on a bankruptcy petition because if I</p> <p>14 don't list it it's lost.</p> <p>15 But then you go to a person</p> <p>16 who's got expertise and that person would be a</p> <p>17 person who is far more qualified than me to make</p> <p>18 a judgment on any individual case as to whether</p> <p>19 it is malpractice or not. You follow what I'm</p> <p>20 saying?</p> <p>21 Q. Yes.</p> <p>22 But as you sit here, you can't</p> <p>23 say for certain whether Ms. Interrante expressed</p> <p>24 dissatisfaction with her divorce attorney before</p>	<p>Page 32</p> <p>1 some of the -- Craig Cringle, PC, Limited, \$2800.</p> <p>2 He is listed as a creditor, legal services.</p> <p>3 Okay. Great.</p> <p>4 So I don't know that it would</p> <p>5 have had to do with the actual proof of claim</p> <p>6 being filed. He was listed in the bankruptcy.</p> <p>7 Q. Well, when did you first become</p> <p>8 aware that Popovich claimed outstanding</p> <p>9 attorney's fees or she believed she owed him</p> <p>10 outstanding attorney's fees?</p> <p>11 A. I would have come aware that there</p> <p>12 was a potential claim for attorney's fees at the</p> <p>13 time she came in to see me.</p> <p>14 Q. The very first day?</p> <p>15 A. Early on in the -- in the -- in the</p> <p>16 interview process.</p> <p>17 Q. Okay. If there --</p> <p>18 A. Because I would have asked her what</p> <p>19 are your assets and what are your liabilities as</p> <p>20 a general question just to find out where she's</p> <p>21 going to be in the bankruptcy. If a person tells</p> <p>22 me there's \$500,000 in stock and a million</p> <p>23 dollars in debt, they're not going to want to</p> <p>24 liquidate the \$500,000 stock to pay off the</p>
<p>Page 31</p> <p>1 or after he made a claim relative to his</p> <p>2 attorney's fees, correct?</p> <p>3 Well, it might --</p> <p>4 A. What I will tell you is that I</p> <p>5 think, just based on my experience and based on</p> <p>6 my recollection, I would -- I mean, can I say</p> <p>7 with 100 percent certainty? No. But I would say</p> <p>8 that it's improbable that it had anything to do</p> <p>9 with attorney's fees. Although -- yeah, it's</p> <p>10 improbable that it had anything to do with</p> <p>11 attorney's fees.</p> <p>12 Q. And why do you say that?</p> <p>13 A. Although -- because it's listed on</p> <p>14 the bankruptcy at the beginning and then that</p> <p>15 would have been before he filed his claim.</p> <p>16 Q. Well, that --</p> <p>17 A. Unless I have him listed down here</p> <p>18 as a creditor. American Charter, First American.</p> <p>19 Let's go through this. Lincoln. I don't know.</p> <p>20 Was he listed as a creditor at the beginning?</p> <p>21 Q. Well, I haven't seen your file yet</p> <p>22 so.</p> <p>23 A. Yeah. IRS. He did -- I mean, she</p> <p>24 has children. So it would be safe to assume that</p>	<p>Page 33</p> <p>1 million dollars in debt. And so that means that</p> <p>2 we're already going to be dealing with Chapter</p> <p>3 13. If it's two million dollars in debt, they</p> <p>4 don't even get to file a Chapter 13. So it takes</p> <p>5 the whole matter out of bankruptcy. Do you</p> <p>6 follow what I'm saying? So there's a lot of</p> <p>7 issues that I resolve in the first few sentences.</p> <p>8 Q. So would the listing of the</p> <p>9 potential legal malpractice claim in the</p> <p>10 bankruptcy filing that would have been listed at</p> <p>11 the same time as Popovich's outstanding fees that</p> <p>12 were claimed as well, right?</p> <p>13 A. It would.</p> <p>14 Q. Okay.</p> <p>15 A. Correct.</p> <p>16 Q. Okay. And, again, with respect to</p> <p>17 the listing of the claim on the -- in the</p> <p>18 bankruptcy petition, it's your practice, from a</p> <p>19 risk management standpoint, to list any potential</p> <p>20 claims such as that as opposed to rendering an</p> <p>21 opinion as to the validity --</p> <p>22 A. I -- I could never --</p> <p>23 Q. Let me get her --</p> <p>24 A. Yeah.</p>

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<p style="text-align: right;">Page 34</p> <p>1 Q. -- so she can take it down.</p> <p>2 (Continuing.) -- as opposed to</p> <p>3 rendering an opinion on the validity of such</p> <p>4 legal malpractice claim. Is that a fair</p> <p>5 statement?</p> <p>6 A. There's -- it's a long distance</p> <p>7 between my saying that there are these</p> <p>8 incongruities in this and what I'm seeing here.</p> <p>9 It's a long statement, distance between that, and</p> <p>10 somebody coming to a determination that there</p> <p>11 clearly is a malpractice claim.</p> <p>12 Q. Okay.</p> <p>13 A. And I -- we talked about this</p> <p>14 earlier. I've certainly -- I mean, the only</p> <p>15 specialty areas in law are admiralty, patent law,</p> <p>16 and I think there may be one other. And so</p> <p>17 divorce is not a specialty area. Anybody can</p> <p>18 decide they're going to throw their hat in the</p> <p>19 ring.</p> <p>20 I can certainly render what I</p> <p>21 would almost consider to be a preliminary opinion</p> <p>22 that these incongruities look like something went</p> <p>23 seriously awry, and if you have a potential</p> <p>24 claim, then we're going to list your potential</p>	<p style="text-align: right;">Page 36</p> <p>1 specifically give you an opinion as to how</p> <p>2 Popovich breached the standard of care in his</p> <p>3 representation of you. Her answer -- and this is</p> <p>4 on page 81 of her deposition. Her answer, not</p> <p>5 that I am aware of; did he tell you what he did</p> <p>6 wrong; she said, well, the position that I was in</p> <p>7 it seemed with everything that we had had and the</p> <p>8 position that I ended up with, yeah; question,</p> <p>9 that it was a mess, correct; answer, yes,</p> <p>10 correct. And then my last question, did Lynch</p> <p>11 provide you with any specific information as to</p> <p>12 why the mess was Popovich's fault; her answer,</p> <p>13 not that I am aware of.</p> <p>14 So my question to you is after</p> <p>15 having heard that testimony, is that consistent</p> <p>16 with your recollection?</p> <p>17 A. I hate to do this to you. Can you</p> <p>18 go over them one at a time?</p> <p>19 Q. Sure. And I'm happy to hand this to</p> <p>20 you. I've got some highlights --</p> <p>21 A. Oh, no, no. Just tell me. I'm all</p> <p>22 right.</p> <p>23 Q. Okay. Did he specifically give you</p> <p>24 an opinion as to how Popovich breached the</p>
<p style="text-align: right;">Page 35</p> <p>1 claim. But that certainly doesn't give a person</p> <p>2 a claim.</p> <p>3 Q. Okay.</p> <p>4 A. It doesn't really amount to my</p> <p>5 telling them they have a malpractice claim</p> <p>6 because they -- and as you pointed out, I never</p> <p>7 post a bankruptcy in the --</p> <p>8 Q. Understood.</p> <p>9 A. And everyone was aware. I'm just</p> <p>10 looking at the incongruities between --</p> <p>11 Q. Okay.</p> <p>12 A. -- assets, income, payments,</p> <p>13 custody, you know, this kind of thing --</p> <p>14 Q. Okay.</p> <p>15 A. -- as they exist at the time that --</p> <p>16 as they existed in 2016, which sometimes the</p> <p>17 expectations are different than they certainly</p> <p>18 would have been in the year 1990 -- 1990.</p> <p>19 Q. I asked Ms. Interrante about her</p> <p>20 interactions with you, and I have her testimony</p> <p>21 here. I'm going to read a little bit and see --</p> <p>22 see if this is consistent with your memory.</p> <p>23 I asked, did he, and this is,</p> <p>24 again, in reference to Mr. Thomas Lynch, did he</p>	<p style="text-align: right;">Page 37</p> <p>1 standard of care in his representation of you?</p> <p>2 A. And her answer is, essentially, no?</p> <p>3 Q. Correct.</p> <p>4 A. I would not have specifically given</p> <p>5 an opinion -- her an opinion on breaching the</p> <p>6 standard of care other than saying that there's</p> <p>7 some incongruity in the way that these things</p> <p>8 fell out, and I really would not know why.</p> <p>9 Sometimes there's a reason why things are</p> <p>10 one-sided or another, and they don't necessarily</p> <p>11 come to my attention in a bankruptcy interview.</p> <p>12 Q. What were the incongruities?</p> <p>13 A. You know, I can't go so much at the</p> <p>14 time, but it must have been that she owned</p> <p>15 something at one point and she didn't own it at</p> <p>16 the other.</p> <p>17 Q. So --</p> <p>18 A. Or she had a claim to something at</p> <p>19 one point and she didn't have at the other. We</p> <p>20 have to look back four years, really. You know,</p> <p>21 I mean, the bankruptcy law -- what you're putting</p> <p>22 on the petition is either going to be one or two</p> <p>23 years, but the Illinois Fraudulent Statutes</p> <p>24 really is the ultimate control, and so we have to</p>

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<p>Page 38</p> <p>1 look back and see what claims a person has. If</p> <p>2 they had a very wealthy spouse and they're now</p> <p>3 struggling, that seems odd like it was a</p> <p>4 one-sided fight. I don't know if she had a</p> <p>5 really wealthy spouse.</p> <p>6 Q. So -- well, that, again, begs</p> <p>7 another question. What incongruities, if any,</p> <p>8 did you notice at the time that you --</p> <p>9 A. I don't --</p> <p>10 Q. -- that you discussed with --</p> <p>11 A. I don't know.</p> <p>12 Q. Okay.</p> <p>13 A. I do not know.</p> <p>14 Q. And then -- again, you asked me to</p> <p>15 go through these one by one. The next question</p> <p>16 was, did Lynch provide you --</p> <p>17 A. I mean, if we were reenacting the</p> <p>18 interview, I could probably figure out what</p> <p>19 incongruities, but other than that, no.</p> <p>20 Q. Well, are they in your file? Is</p> <p>21 there any indication --</p> <p>22 A. I wouldn't have -- I wouldn't have</p> <p>23 written that type of thing down. It would have</p> <p>24 been a listing of what she owns now and, you</p>	<p>Page 40</p> <p>1 smoke. If somebody comes in and tells you there</p> <p>2 was a sponge left in my -- in my lung, I would</p> <p>3 never know whose fault it was. Do you follow</p> <p>4 what I'm saying?</p> <p>5 So if somebody comes in and</p> <p>6 tells me that, oh, yeah, we used to own this</p> <p>7 business, I used to have a claim in this, my</p> <p>8 income used to be a trillion dollars and now I'm</p> <p>9 getting \$8.00 and my husband still has his</p> <p>10 business and all this kind of thing, those would</p> <p>11 be the kinds of incongruities where I would say,</p> <p>12 well, were you represented, you know, and if we</p> <p>13 would have gone through that.</p> <p>14 That's a lot different than me</p> <p>15 sitting down and saying that you have</p> <p>16 specifically a claim, but if I think that there</p> <p>17 are claims that are contingent claims, I'm</p> <p>18 required to list them. If somebody got in an</p> <p>19 auto accident, I'm not required to say who is at</p> <p>20 fault at the auto accident, but I do put down</p> <p>21 potential claim.</p> <p>22 And I seem to think, in this</p> <p>23 addition here, does it say potential claim? So,</p> <p>24 yes, there are potentials claims. I don't know</p>
<p>Page 39</p> <p>1 know, a potential claim and if she decided she</p> <p>2 was going to pursue the claim it would be open to</p> <p>3 her, and if she decided that she wasn't going to</p> <p>4 pursue the claim, that's okay.</p> <p>5 But it was going to be -- you</p> <p>6 know, if we converted her to a Chapter 7, the</p> <p>7 Chapter 7 trustee would have sat with her and</p> <p>8 evaluated more thoroughly, et cetera, et cetera.</p> <p>9 Q. Is there anything in the file</p> <p>10 materials that are retained in your office that</p> <p>11 would indicate to you what those incongruities</p> <p>12 were and whether they were Tom Popovich's fault?</p> <p>13 A. Not that I have seen. I will grab</p> <p>14 the rest of the things that I had in my file.</p> <p>15 But, you know, I would never know whose fault</p> <p>16 they were.</p> <p>17 Q. Okay.</p> <p>18 A. I would never know whose fault they</p> <p>19 were.</p> <p>20 Q. Would you be able to communicate</p> <p>21 that to any divorce -- any -- any client of</p> <p>22 yours --</p> <p>23 A. I would know that there were</p> <p>24 incongruities, which would -- it would be, like,</p>	<p>Page 41</p> <p>1 who did the auto accident. Debtor contests legal</p> <p>2 services provided. In addition, she intends to</p> <p>3 pursue a malpractice claim. So that came up in</p> <p>4 the course of our interaction. Did it originate</p> <p>5 with me? You know what, I really can't say at</p> <p>6 this stage of the game.</p> <p>7 Q. Okay. And that was the second part</p> <p>8 of the question on page 81 of her deposition.</p> <p>9 A. That's a longer answer than you ever</p> <p>10 wanted --</p> <p>11 Q. Yeah. Let me --</p> <p>12 A. -- than I even wanted to give.</p> <p>13 Q. Just so the court reporter can take</p> <p>14 this down, the question was, did Lynch provide</p> <p>15 you with any specific information as to why the</p> <p>16 mess was Popovich's fault; the answer was, not</p> <p>17 that I am aware of.</p> <p>18 So that is consistent with your</p> <p>19 memory or position; is that right?</p> <p>20 A. I'm going to give her a little</p> <p>21 something on that, and she's right, not that</p> <p>22 she's aware of. I certainly can't make her aware</p> <p>23 of anything. I'm just going to say during the</p> <p>24 course of our interview, if there were</p>

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<p>Page 42</p> <p>1 inconsistencies she would have gotten questions</p> <p>2 from me. Okay. Did I give her any specific</p> <p>3 reason? I certainly do not recall what specific</p> <p>4 hooks may have attracted her at that time.</p> <p>5 But I -- you know, how did you</p> <p>6 not end up with that business, how did you not</p> <p>7 end up with more Monday, how did this not happen,</p> <p>8 how did that not happen. I mean, I have to seek</p> <p>9 collusion or other things. It's a thing out</p> <p>10 there.</p> <p>11 Some people will get divorced</p> <p>12 from their husband or wife, and in the course of</p> <p>13 that proceeding they will try and camouflage an</p> <p>14 effort to screw their creditors, including tax</p> <p>15 creditors and other creditors. For my \$2,000</p> <p>16 bankruptcy fee or for \$200,000, I'm not getting</p> <p>17 involved. Do you follow what I'm saying?</p> <p>18 Q. I hear you.</p> <p>19 A. And the people who are the</p> <p>20 established bankruptcy attorneys, the 200 lawyers</p> <p>21 who do 90 percent of the bankruptcies in Cook</p> <p>22 County and in the five county area do not get</p> <p>23 involved. That's for the other ten percent.</p> <p>24 Q. Okay. So consistent with her</p>	<p>Page 44</p> <p>1 any specific disparaging statements that she made</p> <p>2 about her attorney. I don't really recall</p> <p>3 specific disparaging, and sometimes -- I mean, I</p> <p>4 don't really recall what she told me about her</p> <p>5 husband.</p> <p>6 But sometimes you get people</p> <p>7 who are willing to go to the wall to hide their</p> <p>8 assets from family members like their wife, and</p> <p>9 so that certainly could have been the case. So I</p> <p>10 certainly would not have known specifically what</p> <p>11 Mr. Popovich went through on this case.</p> <p>12 Q. Okay.</p> <p>13 A. And it's the kind of thing that</p> <p>14 could have been cleared up in a couple of phone</p> <p>15 calls. But it really wasn't even an issue. From</p> <p>16 my standpoint, it's not an issue. I'm listing</p> <p>17 this on the petition. Why wouldn't I? Do you</p> <p>18 follow what I'm saying?</p> <p>19 Q. Understood.</p> <p>20 Are you aware that</p> <p>21 Ms. Interrante made a complaint with the ARDC</p> <p>22 against Mr. Popovich?</p> <p>23 A. I am not aware of that.</p> <p>24 Q. Okay. You did not suggest to her or</p>
<p>Page 43</p> <p>1 testimony, you did not tell her that Popovich</p> <p>2 breached the standard of care, correct?</p> <p>3 A. I couldn't tell her that.</p> <p>4 Q. Okay. And you did not tell her that</p> <p>5 he committed malpractice?</p> <p>6 A. I could not tell her that he</p> <p>7 committed malpractice. I could have told her</p> <p>8 that looks odd, and I don't know what the hell</p> <p>9 went on there, but that's weird.</p> <p>10 Q. Did you tell her that he damaged or</p> <p>11 injured her?</p> <p>12 A. No.</p> <p>13 Q. Okay.</p> <p>14 A. That's not terminology I ever use.</p> <p>15 Q. What terminology would you use if</p> <p>16 there was some wrong suffered by one of your</p> <p>17 clients?</p> <p>18 A. What the hell happened here.</p> <p>19 Q. Okay.</p> <p>20 A. Or how did you come out of this not</p> <p>21 owning anything.</p> <p>22 Q. Okay.</p> <p>23 A. And she might have told me something</p> <p>24 with her attorney, which I don't really recall</p>	<p>Page 45</p> <p>1 recommend to her that she make such a complaint,</p> <p>2 correct?</p> <p>3 A. I don't recall any discussion about</p> <p>4 that subject whatsoever, and I'm generally</p> <p>5 inclined as a lawyer not to recommend people make</p> <p>6 ARDC complaints against people. But if a person</p> <p>7 came in and started telling me a horror story</p> <p>8 about an attorney, I suppose I would.</p> <p>9 Q. I would assume that if you</p> <p>10 recommended to any divorce -- Strike that.</p> <p>11 I would assume that if you</p> <p>12 recommended any client make a complaint to the</p> <p>13 ARDC against some other lawyer that you also</p> <p>14 would make such a complaint if you felt you had a</p> <p>15 Himmel obligation, correct?</p> <p>16 A. The Himmel case, I don't think the</p> <p>17 Himmel case actually puts a proactive obligation</p> <p>18 on me to report every opinion that I have. Do</p> <p>19 you understand what I'm saying?</p> <p>20 I think the -- if you remember</p> <p>21 the Himmel case was people were engaging in an</p> <p>22 ongoing extortion of another attorney. That's</p> <p>23 what that case was. So I suppose if I am aware</p> <p>24 that an attorney is engaged in ongoing extortion</p>

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<p style="text-align: right;">Page 46</p> <p>1 or if an attorney has done something very bad, 2 yeah, I would probably have. But as far as -- I 3 don't think Himmel puts an obligation on me to 4 pass judgment on other attorneys' work, which may 5 or may not be within the standard of care. Do 6 you understand what I'm saying? 7 Q. Fair enough. 8 In any event, you didn't 9 recommend to her or suggest that she file an ARDC 10 complaint against Popovich? 11 A. I do not recall. 12 Q. Okay. 13 A. Have I ever recommended someone -- 14 you know, I mean, I -- we do a lot of clients 15 here as a retail practice. In 30 years, I would 16 have to think we've probably handled in excess of 17 6,000 clients. And so I have probably 18 recommended in three or four cases that somebody 19 file an ARDC. But it would be rare. 20 Q. Okay. 21 A. It would be rare. 22 MR. FLYNN: I have no further 23 questions except I would ask that I -- 24 because I did not subpoena your file, but I</p>	<p style="text-align: right;">Page 48</p> <p>1 A. No. 2 Q. Do you -- did you have any 3 written communications between yourself and 4 Ms. Interrante at the time of your 5 representation? 6 A. As in, like, she wrote me a letter 7 or an e-mail or something? 8 Q. Or vice-versa. 9 A. Certainly, we wouldn't have -- you 10 know what, I don't recall. 11 Q. Okay. 12 A. She certainly would have a lot of 13 correspondence with Laxmi because Chapter 13 is a 14 very involved bankruptcy, extremely complicated. 15 Q. Where is Laxmi located these days, 16 if you know? 17 A. She's in downtown Chicago. 18 Q. Okay. Did you -- would you have 19 kept a file relative to your representation, 20 including communications with your client -- 21 A. If I had communication with 22 Ms. Interrante for the most part by e-mail, it 23 would be in our e-mails. 24 Q. Okay. And would there be a stored</p>
<p style="text-align: right;">Page 47</p> <p>1 am going to ask that it be produced. So 2 I'm happy to send you a subpoena -- 3 THE WITNESS: I thought my secretary 4 had printed out my file, and so I was 5 bitching at them for not scanning in the 6 full file when they went paperless. 7 MR. FLYNN: Okay. 8 THE WITNESS: And now I'm seeing 9 that there are a lot of documents which did 10 get scanned in. The secretary who did this 11 is no longer with me. But a lot of the 12 documents that were scanned in were a part 13 of the -- are part of the court file. Do 14 you follow what I'm saying? 15 MR. FLYNN: I do, I do. 16 THE WITNESS: They're part of the 17 court file. So I would have not wanted 18 them to scan them in. Why scan something 19 that is public record. 20 BY MR. FLYNN: 21 Q. Do you have any -- again, I have not 22 looked at your file yet. Do you have any written 23 correspondence between you and Ms. Interrante in 24 this particular file you have in front of you?</p>	<p style="text-align: right;">Page 49</p> <p>1 hard file or electronic file? 2 A. No, no. We'd have to go search our 3 e-mails. 4 Q. Okay. Your office wouldn't have a 5 case file from a 2016 case such as this? 6 A. We like to keep our cases longer 7 than this. These -- this case got scanned in, 8 and so we have my -- Bill, who you just met, 9 showed me that we have a lot of documents that 10 were scanned. It looks like it's gonna be a 11 couple of hundred pages. 12 I'm afraid that a lot of those 13 documents will consist of motions to lift this 14 stay by her mortgage company or similar type 15 documents that are available in the public 16 record. We would not have a file of 17 correspondence in the case because in a really 18 crazy sort of a way most -- the overwhelming 19 majority of correspondence that you have in a 20 bankruptcy claim is so routine that it's almost 21 irrelevant. 22 Q. Okay. 23 A. Do we have your bank statements, 24 when are you getting me your bank statements, why</p>

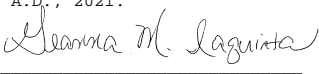
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<p style="text-align: right;">Page 50</p> <p>1 do we still not have your bank statements. We've 2 asked you eight times for your bank statements, 3 you know, et cetera, et cetera. That would be 4 normal correspondence in a bankruptcy. 5 So it's just not relevant to 6 anything. Would there be -- and then as far as 7 emotional or planning level correspondence, we do 8 not collude with clients to hide assets, and so 9 we don't have a lot of correspondence that we 10 feel we need to keep in order to know exactly 11 what went on. 12 Q. Okay. 13 A. When a person comes in, you list the 14 assets and liabilities. You dig into the history 15 and you dig into the future a little bit, you 16 know, do you have a malpractice claim pending, do 17 you have this, do you have that, and even with 18 all that work, half the time we don't know. One 19 percent of the time we still don't find out 20 what's going on. 21 Q. Okay. 22 A. And so there you go. 23 Q. There would be e-mails on your 24 server somewhere between you and Ms. Interrante</p>	<p style="text-align: right;">Page 52</p> <p>1 Q. Okay. 2 A. Unfortunately, my secretary 3 previously printed out a version of the plan of 4 the bankruptcy, which was not filed, but it might 5 be the one that was filed, and just for myself 6 now I told them print out the motion to -- for a 7 turn over of funds in trustee's possession of 8 American Charter Bank, and then it -- because 9 that motion at least tells me what date this case 10 was filed, and sometimes it gives me other 11 relevant information, like, for instance, that 12 she was having trouble with her mortgage company, 13 and the secretary printed out a copy of the 14 judgment for dissolution of marriage, which 15 certainly was printed. 16 Now, judgment for dissolution 17 of marriage shows a lot of assets. And this is 18 the kind of thing, you know, just recalling 19 without -- just recalling without -- just 20 recalling without -- I can -- you know, if a 21 person has this kind of a list of assets and 22 liabilities, I would have had to go, you know, 23 who owned the marital residence, you know, before 24 the divorce, who owned it after the divorce,</p>
<p style="text-align: right;">Page 51</p> <p>1 if you, in fact, communicated by e-mail, correct? 2 A. Probably, yes. 3 Q. Okay. Would you have sent any 4 letters to her? 5 A. You know, normally we only send a 6 letter if it's -- if we were trying to make sure 7 that we document the file that someone is 8 unresponsive. 9 Q. Okay. So letters would be in a word 10 processing program? 11 A. Oh, no. They would all be in the 12 same spot. Anything like that would have been -- 13 we would have printed out and put it in the file 14 and hopefully they would have scanned it. 15 Q. Okay. So the files that are scanned 16 would be separated by -- from your other files, 17 your other client files. So the Interrante 18 file -- 19 A. There's a little file, a little line 20 there, Ms. Interrante. 21 Q. Okay. Okay. 22 A. And there's -- there's 40 documents 23 as to what it looks like when I just looked at 24 the screen.</p>	<p style="text-align: right;">Page 53</p> <p>1 what's the loan against it, how much equity do 2 you have in it, what's the monthly payment on it. 3 Here we have another something 4 on Weatherstone Way. It's valued at something. 5 You know, how much is the loan against it. You 6 know, I would have had to ask questions. Tell me 7 about the IRAs, tell me about the scooter, tell 8 me about the Oldsmobile, the Navigator, this kind 9 of thing, and then we would have had to ask those 10 questions for each one of these things. 11 This case -- this case was too 12 much work for what they pay you. Believe me, I 13 don't get many cases like this. And then you 14 have a list of Timothy's assets. And then we 15 would have had to -- you know, there's a 16 series -- I mean, I'm looking at this divorce 17 decree. There's 18 assets. So I would have had 18 to ask her how much is there, how much was there 19 a year ago or two years ago, has there been much 20 of a variation in that account, is this how much 21 he's had, has it changed, your name used to be on 22 the account. 23 Q. Okay. 24 A. It's a hell of a lot to have to ask</p>

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<p>Page 54</p> <p>1 a person. But the problem is if you don't ask 2 the question, there's all kinds of problems. One 3 of the big problems is if it turns out there's 4 money that has fallen out or something fell into 5 a shoe somewhere, you could be committing 6 bankruptcy fraud. You could be -- you could be 7 assisting your clients in colluding. You could 8 be doing all kinds of things. So these judgments 9 are actually being made -- are you familiar with 10 bankruptcy?</p> <p>11 Q. Somewhat.</p> <p>12 A. Yeah. Oh, no. This is what 13 bankruptcy attorneys have to go through.</p> <p>14 Q. So the file materials that you have 15 printed out in front of you today are not the 16 complete file materials that you have possession 17 of, correct?</p> <p>18 A. Correct.</p> <p>19 Q. Okay.</p> <p>20 A. And I think that about 50 percent of 21 the documents that I have that have been scanned 22 in for me unfortunately are part of the public 23 record. But there's certain other things -- 24 other things there. I don't even know what they</p>	<p>Page 56</p> <p>1 opinions on tax liabilities. Not a lot. I mean, 2 it's happened -- you know, I can recall one 3 specific case where they've requested opinions on 4 tax liabilities, opinions on tax returns, 5 opinions on financial statements, opinions on tax 6 returns, financial statements, pretty much that 7 type of an area, you know, where somebody might 8 be hiding something under the heading of 9 depreciation or engaging in some other odd thing, 10 and so I've been asked to render -- I think maybe 11 once I rendered an opinion.</p> <p>12 It's been 30 years. It might 13 have been more than once. And I've never had 14 anyone ask me to render an opinion as to whether 15 an attorney did a good job or render an opinion 16 on a divorce case. And I would consider actually 17 rendering an opinion on whether an attorney did a 18 good job to be -- you know, I'm not a divorce 19 attorney. So I would consider that to be the 20 absolute nature of that determination or an 21 opinion to be beyond my area of expertise.</p> <p>22 Q. Okay.</p> <p>23 A. And that's the first part of it. 24 And the second part of it is in addition I add to</p>
<p>Page 55</p> <p>1 are.</p> <p>2 Q. Okay.</p> <p>3 MR. FLYNN: So I would -- again, I'm 4 not making the request right now. I would 5 just ask that you preserve those records in 6 case --</p> <p>7 THE WITNESS: Yeah. We don't delete 8 that kind of thing.</p> <p>9 MR. FLYNN: I'm sorry?</p> <p>10 THE WITNESS: We wouldn't delete 11 that.</p> <p>12 MR. FLYNN: Okay. I may send you a 13 letter or a subpoena just for those records 14 in the next couple of weeks. But I will 15 just ask you to preserve those records. 16 Fair enough?</p> <p>17 THE WITNESS: Yeah.</p> <p>18 MR. FLYNN: Okay.</p> <p>19 BY MR. FLYNN:</p> <p>20 Q. Do you intend to render any expert 21 opinions at trial in this case if it goes to 22 trial?</p> <p>23 A. You know, I've been involved with 24 divorce cases where people have asked me for</p>	<p>Page 57</p> <p>1 that that every attorney has a specific type of 2 client to deal with. So under any condition -- 3 and a specific type of opponent to deal with. So 4 under any condition, something that looks like a 5 malpractice case may not have been malpractice at 6 all.</p> <p>7 Q. So that sounds like a no?</p> <p>8 A. A no for?</p> <p>9 Q. My question.</p> <p>10 A. Which was?</p> <p>11 MR. FLYNN: Can you read --</p> <p>12 BY THE WITNESS:</p> <p>13 A. Oh, have I been asked for --</p> <p>14 BY MR. FLYNN:</p> <p>15 Q. No.</p> <p>16 A. -- asked to render an opinion?</p> <p>17 Q. No. Whether you intend to render 18 any opinions at trial in this case if it goes to 19 trial.</p> <p>20 A. You know what, I don't have -- I 21 don't have any intention. If somebody came up to 22 me and asked me for an -- if somebody -- I don't 23 see any reason why the plaintiff would need a 24 financial expert and certainly a financial expert</p>

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<p>Page 58</p> <p>1 who has had prior involvement in this case.</p> <p>2 Q. Okay.</p> <p>3 A. Do you follow what I'm saying? But</p> <p>4 if they contacted me about it, I would evaluate</p> <p>5 the request at that time.</p> <p>6 Q. Okay.</p> <p>7 MR. FLYNN: I have nothing further.</p> <p>8 Sabina?</p> <p>9 MS. WALCZYK: Well, unfortunately,</p> <p>10 Mr. Lynch, our conversation is going to be</p> <p>11 short because you answered all my questions</p> <p>12 throughout the deposition.</p> <p>13 THE WITNESS: There you go. Thank</p> <p>14 you.</p> <p>15 MS. WALCZYK: I am --</p> <p>16 THE WITNESS: There you go.</p> <p>17 MS. WALCZYK: Thank you.</p> <p>18 MR. FLYNN: Are you familiar with</p> <p>19 the signature process?</p> <p>20 THE WITNESS: Which -- refresh my</p> <p>21 memory. That means that if I waive</p> <p>22 signature I don't have to read that</p> <p>23 document and double-check the work of</p> <p>24 her --</p>	<p>Page 60</p> <p>1 STATE OF ILLINOIS)</p> <p>2) SS.</p> <p>3 COUNTY OF C O O K)</p> <p>4 I, GEANNA M. IAQUINTA, CSR, do hereby</p> <p>5 certify that heretofore, to-wit, on</p> <p>6 August 11, 2021, personally appeared before me at</p> <p>7 9231 South Roberts Road, in the City of Hickory</p> <p>8 Hills, County of Cook and State of Illinois,</p> <p>9 THOMAS LYNCH, a witness, called by the Defendants</p> <p>10 in a certain cause now pending and undetermined</p> <p>11 in the Circuit Court of Lake County, Illinois,</p> <p>12 wherein CHRISTINE M. INTERRANTE is the plaintiff</p> <p>13 and LAW OFFICES OF THOMAS J. POPOVICH, et al. are</p> <p>14 the defendants.</p> <p>15 I further certify that the said witness,</p> <p>16 THOMAS LYNCH, was by me first duly sworn to</p> <p>17 testify the truth, the whole truth and nothing</p> <p>18 but the truth in the cause aforesaid; that the</p> <p>19 testimony then given by him was by me reduced to</p> <p>20 writing by means of shorthand in the presence of</p> <p>21 said witness and afterwards transcribed upon a</p> <p>22 computer, and the foregoing is a true and correct</p> <p>23 transcript of the testimony so given by him as</p> <p>24 aforesaid.</p> <p>I further certify that the reading and</p>
<p>Page 59</p> <p>1 MR. FLYNN: Correct.</p> <p>2 THE WITNESS: -- to confirm the</p> <p>3 expertise? And I'm going to waive the</p> <p>4 signature. I think we got our points</p> <p>5 across, all of us, hopefully.</p> <p>6 MR. FLYNN: That's wonderful. Thank</p> <p>7 you. I appreciate your time.</p> <p>8 THE WITNESS: Very good. Thank you.</p> <p>9 MR. FLYNN: Thank you.</p> <p>10 THE WITNESS: No problem.</p> <p>11 THE REPORTER: George, do you want</p> <p>12 the transcript?</p> <p>13 MR. FLYNN: I'll take a mini.</p> <p>14 THE REPORTER: Sabina, do you want</p> <p>15 anything? Do you need the -- do you need</p> <p>16 the transcript?</p> <p>17 MS. WALCZYK: You know, I will --</p> <p>18 I'll hold off for now and I will contact</p> <p>19 you.</p> <p>20 FURTHER DEPONENT SAITH NOT</p> <p>21</p> <p>22</p> <p>23</p> <p>24</p>	<p>Page 61</p> <p>1 signing of said deposition was waived by the</p> <p>2 witness.</p> <p>3 I further certify that the taking of the</p> <p>4 deposition was pursuant to subpoena, and that</p> <p>5 there were present at the taking of the</p> <p>6 deposition the aforementioned parties.</p> <p>7 I further certify that I am not counsel for</p> <p>8 nor in any way related to any of the parties to</p> <p>9 this suit, nor am I in any way interested in the</p> <p>10 outcome thereof.</p> <p>11 In testimony whereof I have hereunto set my</p> <p>12 hand and affixed my notarial seal this 27th day</p> <p>13 of August, A.D., 2021.</p> <p>14 </p> <p>15</p> <p>16 Geanna M. Iaquinta, CSR</p> <p>17 Illinois License No. 084-004096</p> <p>18</p> <p>19</p> <p>20</p> <p>21</p> <p>22</p> <p>23</p> <p>24</p>

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\$2,000	24:16		5:11
42:15	22nd	<hr/> A <hr/>	admiralty
\$200,000	4:18		34:15
42:16		ability	
\$2800	<hr/> 3 <hr/>	9:8	advice
32:1	30	absolute	8:22
\$500,000	46:15 56:12	56:20	advise
32:22,24		absolutely	22:24
\$8.00	<hr/> 4 <hr/>	9:21 10:1	afraid
40:9		17:15 26:15	49:12
<hr/> 1 <hr/>	40	abused	AG
	51:22	25:23	7:14
	<hr/> 5 <hr/>	accepted	agent
100		21:5	6:23
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<p>1 IN THE CIRCUIT COURT OF THE 22ND JUDICIAL CIRCUIT 2 MC HENRY COUNTY, ILLINOIS 3 CHRISTINE M. INTERRANTE,) 4 Plaintiff,) 5 vs.) No. 18 LA 370 6 LAW OFFICES OF THOMAS J.) 7 POPOVICH, P.C.; and THOMAS J.) 8 POPOVICH, Individually,) 9 Defendants.)</p> <p>9 The discovery deposition of THOMAS J. 10 POPOVICH, taken under oath on August 3, 2021, via Zoom 11 teleconference, pursuant to the Rules of the Supreme 12 Court of Illinois and the Code of Civil Procedure, 13 before Michael R. Urbanski, a notary public in and for 14 the County of McHenry and State of Illinois, License 15 No. 084-003270, pursuant to notice.</p> <p>16 17 18 19 20 21 22 23 24</p>	<p>1 <u>INDEX</u> 2 <u>WITNESS:</u> <u>PAGE</u> 3 THOMAS J. POPOVICH 4 EXAMINATION BY MR. GOOCH 4 5 EXAMINATION BY MR. FLYNN 68 6 7 8 9 10 11 12 <u>EXHIBITS</u> 13 <u>Number</u> <u>For Identification</u> 14 15 Popovich Deposition Exhibits 1 through 8 4 16 17 18 19 20 21 22 23 24</p> <p style="text-align: right;">3</p>
<p>1 APPEARANCES: 2 GOOCH LAW FIRM by 3 MR. THOMAS W. GOOCH, III 4 209 South Main Street 5 Wauconda, IL 60084 6 847-526-0110 7 for the plaintiff; 8 9 KARBAL, COHEN, ECONOMOU, SILK, DUNNE by 10 MR. GEORGE FLYNN 11 150 South Wacker Drive 12 Suite 1700 13 Chicago, IL 60606 14 312-431-3700 15 gflynn@karballaw.com 16 for the defendant. 17 18 19 20 21 22 23 24</p> <p style="text-align: center;">*****</p> <p style="text-align: right;">2</p>	<p>1 (Witness sworn.) 2 (Whereupon, Popovich Deposition 3 Exhibits 1 through 8 were marked 4 for identification.) 5 THOMAS J. POPOVICH, 6 having been called as a witness herein, after having 7 been first duly sworn, was examined and testified as 8 follows: 9 EXAMINATION 10 BY 11 MR. GOOCH: 12 Q. Mr. Popovich, could you give us your name and 13 your business address, please. 14 A. Thomas, middle initial J., Popovich, 15 P-o-p-o-v- as in Victor, -i-c-h. 16 Address is 3416 West Elm Street, McHenry, 17 Illinois, 60050. 18 Q. Where do you live? 19 A. 508 Green Street, McHenry, Illinois. 20 Q. And you live there with someone else? 21 A. My wife. 22 Q. You're married now? 23 A. Yes. 24 Q. Okay. When did you get married?</p> <p style="text-align: right;">4</p>

<p>1 A. Thomas. 07/05/18.</p> <p>2 Q. I would have thought you would have learned</p> <p>3 your lesson.</p> <p>4 A. It's always an issue with my friends.</p> <p>5 Q. Speaking of which, when did you begin doing</p> <p>6 divorce work?</p> <p>7 A. Well, I would occasionally do a case -- for</p> <p>8 example, I remember years ago when I worked for Pat</p> <p>9 Salvi, I even did a case in Lake County, and it was</p> <p>10 usually strictly for people that knew me, but so not</p> <p>11 very often at all.</p> <p>12 I self-represented in my divorce case, of</p> <p>13 course, which you know. Basically we went to court</p> <p>14 every week on that case, every Thursday afternoon, and</p> <p>15 so, you know, I have done it for a long time, but</p> <p>16 sporadically.</p> <p>17 Q. Do you consider yourself an experienced</p> <p>18 divorce lawyer?</p> <p>19 A. I would say I'm experienced, yes.</p> <p>20 Q. How many divorce cases do you think you have</p> <p>21 done?</p> <p>22 A. Probably ten.</p> <p>23 Q. 20?</p> <p>24 A. No. Ten.</p> <p style="text-align: right;">5</p>	<p>1 since, George. Let me tell ya. The G.O.D. Reports, I</p> <p>2 don't know if they're still being published or not.</p> <p>3 THE WITNESS: I think Gunnar, his son, I don't know</p> <p>4 if he took them over or not, but just the fact that he,</p> <p>5 you know, named it that speaks for itself.</p> <p>6 MR. GOOCH: G.O.D. Reports were famous everywhere.</p> <p>7 THE WITNESS: Yeah.</p> <p>8 BY MR. GOOCH:</p> <p>9 Q. My concern is that divorce cases, when you're</p> <p>10 dealing with such things as family businesses and things</p> <p>11 like that can become fairly complex, can they not?</p> <p>12 A. They can be, yes.</p> <p>13 Q. Do you consider the Interrante matter to be</p> <p>14 complex as to finances?</p> <p>15 A. I would say more so than, you know, somebody</p> <p>16 who's a W-2 employee.</p> <p>17 Q. Did you ever consider consulting or did you</p> <p>18 consult with an experienced divorce lawyer regarding</p> <p>19 Interrante at any time?</p> <p>20 A. Well, I would usually, if I had a question, I</p> <p>21 would call people that I know, divorce lawyers like</p> <p>22 Scott Hiera who originally handled the case for</p> <p>23 Christine.</p> <p>24 Here's the thing, Tom, even though I'm not</p> <p style="text-align: right;">7</p>
<p>1 Q. Ten. And that's over how many years?</p> <p>2 A. Since the first one was probably 1996, and I</p> <p>3 haven't done any for probably three or four years, so</p> <p>4 let's say over 20 years I did ten cases approximately.</p> <p>5 Q. So how did you learn how to do divorce law?</p> <p>6 A. Well, I read. I'm a big reader. So every</p> <p>7 single day I read the Chicago Daily Law Bulletin. Every</p> <p>8 single month I read the ISBA Journal. I read the Lake</p> <p>9 County Bar Association Journal. I read all of the slip</p> <p>10 opinions that come out from the Appellate and Illinois</p> <p>11 Supreme Court. And I always have -- just been a habit</p> <p>12 of mine, so I have always been able to read it and keep</p> <p>13 up on it.</p> <p>14 And like I said, I did have cases on it,</p> <p>15 so I would use either G.O.D., which was Gitlin On</p> <p>16 Divorce, when Joe was alive. I had his treatises on it.</p> <p>17 And I had the ICLE.</p> <p>18 MR. FLYNN: I didn't know Joe died.</p> <p>19 THE WITNESS: About ten years ago.</p> <p>20 MR. GOOCH: I couldn't hear you.</p> <p>21 THE WITNESS: George was asking me -- he was saying</p> <p>22 he didn't know that Joe Gitlin died, and I said, yeah,</p> <p>23 he died about ten years ago now.</p> <p>24 MR. GOOCH: The world has never been the same</p> <p style="text-align: right;">6</p>	<p>1 supposed to do this, I'm volunteering a lot to you.</p> <p>2 I have an undergraduate degree in</p> <p>3 accounting and I passed the CPA exam on my first</p> <p>4 attempt, and I have several small businesses myself, so</p> <p>5 I feel like I'm very well versed when it comes to, you</p> <p>6 know, numbers, profit and loss reports, balance, you</p> <p>7 know, statements, income statements, quarterly reports,</p> <p>8 all that type of thing I'm very familiar with in the</p> <p>9 context of accounting records and dealing with small</p> <p>10 business records.</p> <p>11 Q. Forensic accounting, have you ever done any</p> <p>12 forensic accounting?</p> <p>13 A. Other than, you know, let's say in my PI</p> <p>14 cases.</p> <p>15 Q. Let me shut my phone off.</p> <p>16 A. Tom, I hope that's not the ring tone for your</p> <p>17 wife.</p> <p>18 Q. As a matter of fact, it is. Give me a minute</p> <p>19 here. She suffers a lot with me.</p> <p>20 (Whereupon, a discussion was</p> <p>21 had off the record.)</p> <p>22 BY MR. GOOCH:</p> <p>23 Q. On behalf of a client, have you ever done</p> <p>24 forensic accounting?</p> <p style="text-align: right;">8</p>

<p>1 A. Only in the sense of my personal injury</p> <p>2 clients, you know. There's a little bit involved there.</p> <p>3 But other than that, I'm trying to think,</p> <p>4 my other divorce cases, again, a little bit, but not,</p> <p>5 you know, with a small business per se.</p> <p>6 Q. You say you consulted with Scott Hiera</p> <p>7 regarding the Interrante matter?</p> <p>8 A. Yes. H-i-e-r-a.</p> <p>9 Q. He was only in the case for two months as I</p> <p>10 recall; isn't that correct?</p> <p>11 A. I'm not sure how long he was, but it was a</p> <p>12 short time.</p> <p>13 Q. Did you consult with anyone else?</p> <p>14 A. No other attorneys, no.</p> <p>15 Q. No?</p> <p>16 Take a look at Exhibit 1. That's your</p> <p>17 appellate court decision in your case.</p> <p>18 This was going on during the Interrante</p> <p>19 matter, was it not?</p> <p>20 A. Hang on. Let me find -- I didn't know that</p> <p>21 you guys --</p> <p>22 Q. George is gone again. There, he's back.</p> <p>23 A. I don't think so.</p> <p>24 Q. This opinion came down in March 14, 2013.</p> <p style="text-align: right;">9</p>	<p>1 her kids.</p> <p>2 Q. All right. Take a look at Exhibit 2. It's</p> <p>3 the --</p> <p>4 A. Okay.</p> <p>5 Q. -- the ARDC decision.</p> <p>6 A. Right.</p> <p>7 Q. You consented to that, everything that's</p> <p>8 contained within this document, did you not?</p> <p>9 If you look at the final paragraph --</p> <p>10 A. Right.</p> <p>11 Q. -- administrator with the consent of</p> <p>12 respondent?</p> <p>13 A. Yes.</p> <p>14 Q. So I assume that you consented to everything</p> <p>15 that's in this document, did you not?</p> <p>16 A. I don't know if I would consent -- if I would</p> <p>17 say I consented to everything, but yes, I consented to</p> <p>18 the, you know, the -- whatever you want to say, the</p> <p>19 findings and the punishment, if you want to call it</p> <p>20 that, the sanction.</p> <p>21 Q. Is there anything in here that you did not</p> <p>22 consent to?</p> <p>23 A. Well, there was something in here that I</p> <p>24 didn't agree with.</p> <p style="text-align: right;">11</p>
<p>1 This is sort of an interlocutory appeal so</p> <p>2 it had to be going on after 2013, correct?</p> <p>3 A. Actually, no. You know what's interesting</p> <p>4 about this, if you look at the front page, it's dated</p> <p>5 March 14 of 2013.</p> <p>6 Q. Right.</p> <p>7 A. My divorce was finalized, I believe, on</p> <p>8 March 11th of 2013. 2013.</p> <p>9 Q. Did that have any negative effect on your</p> <p>10 representing your divorce and these kind of decisions</p> <p>11 have any negative effect on your ability to represent</p> <p>12 women in a divorce?</p> <p>13 A. No.</p> <p>14 Q. Okay. Did you discuss your divorce with</p> <p>15 Christine Interrante at any time?</p> <p>16 A. Not that I know of.</p> <p>17 Q. I'm just wondering.</p> <p>18 A. I mean, I think she knew about it.</p> <p>19 Q. Well, you and she had been friends or social</p> <p>20 acquaintances for quite a while, had you not?</p> <p>21 A. Yes. I would say her kids and my kids -- I</p> <p>22 can't remember if her kids went to grade school with</p> <p>23 mine, but they definitely went to junior high with mine,</p> <p>24 so that's when I had met Chris and her husband Tim and</p> <p style="text-align: right;">10</p>	<p>1 Q. Which is what?</p> <p>2 A. And let me look for it.</p> <p>3 Like in Paragraph 15.</p> <p>4 Q. Paragraph what, I'm sorry?</p> <p>5 A. Paragraph 15.</p> <p>6 Q. 15.</p> <p>7 A. One five.</p> <p>8 The last sentence says, quote, that entry</p> <p>9 was made as part of respondent's efforts to conceal from</p> <p>10 Mrs. Popovich, end quote. No. Mrs. Popovich knew about</p> <p>11 that. That was not -- so really that was wrong.</p> <p>12 And then there was something else in here,</p> <p>13 if I remember right, kind of along the same lines. It</p> <p>14 was kind of a statement that I didn't agree with.</p> <p>15 Again, as far as, you know, the -- let's</p> <p>16 call it the, you know, the cause of action against me or</p> <p>17 whatever, yeah, I agree, I agreed.</p> <p>18 Q. What else in this document, though, did you</p> <p>19 not agree with?</p> <p>20 A. Let me look for a minute.</p> <p>21 Q. Take your time.</p> <p>22 A. Yeah, maybe that was the main one.</p> <p>23 I thought there was one other piece of</p> <p>24 that that I didn't agree with, but I don't see it right</p> <p style="text-align: right;">12</p>

1 now.

2 Q. Okay. Exhibit 3, all I want to know as to

3 Exhibit 3 is if that's a correct copy of your response

4 to Christine Interrante other than the handwriting that

5 my client added to it?

6 A. Yes.

7 Q. So what period of time did you represent

8 Ms. Interrante from, when did it begin and when did it

9 end?

10 A. I remember it ended in, I think it was May --

11 well, March -- sometime in the spring, let's say, of

12 2016, and I'd have to look at, you know, maybe my

13 appearance to remember when it started.

14 Q. You don't recall when you started?

15 A. Off the top of my head without having

16 something to reference, no.

17 Q. Okay. Probably within a couple months of the

18 case beginning?

19 A. That sounds about right.

20 Q. Why didn't you bill her monthly?

21 A. Well, because I know she didn't have any

22 money, and that was kind of the deal we made, you know,

23 that I would just bill her at the end. And I said

24 hopefully we can get as much as we can, you know, out of

13

1 Tim to pay for the attorney's fees.

2 Q. You never did bill her; isn't that correct?

3 A. Well, at the end I did. I mean, I, you know,

4 I kept -- I kept billing. But did I ever send her a

5 copy of it, no.

6 Q. I'm sorry, say that again.

7 You didn't send her a copy of the bill?

8 A. Not every month, no.

9 Q. You maintain you did at the end?

10 A. Yes.

11 Q. Why didn't you produce that bill?

12 A. Produce it what?

13 Q. The bill that you sent her.

14 A. I'm sure I could print it out on my computer.

15 Q. Well, you were served with a request for

16 production and it included all billing matters, and your

17 response to that was they were in your file.

18 What you said in response to that request

19 was billing and invoice-related documents are contained

20 in the files including legal bills attached to various

21 fee petitions --

22 A. Yeah.

23 Q. -- pleadings.

24 Now, if you sent her a bill at the end,

14

1 why didn't you produce it?

2 A. It was the bill that's contained in those

3 documents I just -- that you just talked about.

4 Q. But you were asked to produce that bill in the

5 production request.

6 Why did you not do it?

7 A. I think we did. I think you just read it that

8 we did. It was in all those documents that we turned

9 over to you.

10 Q. No, sir.

11 What you did was say it's in your file.

12 And in your response to Request No. 1, you said the

13 entirety of the original Popovich file will be made

14 available for inspection and copying at the request of

15 the plaintiff.

16 I didn't ask to inspect it. I wanted you

17 to produce it.

18 A. All right.

19 MR. FLYNN: Tom, that was an agreement that we had

20 a few years ago because of the voluminous nature of the

21 file. I believe there's writings relative to this

22 agreement with Sabina. I think we gave her an

23 opportunity to come out and look at the file first.

24 But in any event, we made it available for

15

1 inspection and copying.

2 MR. GOOCH: But, George, that's not what the rule

3 says.

4 I mean, I have had people bring in 10,

5 12 boxes of files pursuant to a request for production.

6 But if you could produce 2500 pages of

7 text messages, why couldn't you produce one final bill

8 that you say you sent to her?

9 MR. FLYNN: We made the entire file available for

10 inspection and copying.

11 MR. GOOCH: All right.

12 MR. FLYNN: We said, come pick it up, send a

13 service out here to pick up the file to have it copied,

14 that's your call. And that's not what was done.

15 So, again, there's -- I'm sure there's a

16 paper trail that will document what our agreement was at

17 the time.

18 MR. GOOCH: It's not good enough, George.

19 You produced 5,000 pages selectively of

20 various documents but you couldn't produce a bill that

21 you claim was sent at the conclusion of this case.

22 There's no reason for that.

23 BY MR. GOOCH:

24 Q. How many pages was that bill, Mr. Popovich?

16

1 A. Well, it was the entire bill, so I would think
2 it was pretty lengthy.

3 Q. Well, pretty lengthy. A hundred pages, 50
4 pages?

5 A. Well, like I said, it could have been because,
6 you know, it was from beginning to end.

7 Q. Well, again, my question is, if you could
8 produce 2500 pages of text messages, why couldn't you
9 produce a hundred-page bill?

10 A. Well, that kind of sounds like a question
11 between you and Mr. Flynn.

12 Q. Well, unfortunately you're the party, so it's
13 really a question from me to you that I don't think you
14 have an answer for.

15 A. Well, my answer is I can.

16 Q. Okay. Ms. Interrante maintains that you told
17 her that you'd settle up with her after her son
18 graduated from high school.

19 Is that not a true statement?

20 A. Well, it could be true at the end that's what
21 we had decided on, you know, at the end of the case, and
22 we were trying to finalize the bill.

23 That's something I might have said to her.

24 Q. Okay. Why didn't you file a fee petition?

17

1 A. Well, I filed a fee petition for attorney's
2 fees to be paid by Tim.

3 Q. Right. But traditionally divorce attorneys,
4 when they're given that ability, file a fee petition, if
5 for no other reason than to collect a judgment just for
6 the future.

7 A. Yeah. I'm not like that. I don't want to
8 file for a judgment against my own client. I think
9 that's very distasteful.

10 Q. So can we agree then that it's probably true
11 that you told her that you'd settle up when her son
12 graduated from high school?

13 A. I would have to say it's possible, but unless
14 I saw maybe text messages or memos or something, Tom, I
15 couldn't say that for sure.

16 I'm not ruling it out though.

17 Q. Is it probable?

18 A. I'm saying it's 50/50.

19 Q. Okay. I'll take that.

20 A. I should have said 49.9.

21 Q. I'll take the 50/50.

22 A. I mean, that's the honest answer, so that's
23 fair.

24 MR. FLYNN: Either way, calls for speculation. He

18

1 doesn't know.

2 MR. GOOCH: Before we leave that subject, George,
3 I'd like that bill produced.

4 MR. FLYNN: Okay. And, again, I'm happy to do
5 that, but the agreement back then was that you would
6 choose which documents you wanted copied because there
7 were so many but -- go ahead, Tom, we're talking over
8 each other.

9 MR. GOOCH: I'll write you a letter, George, on the
10 subject.

11 MR. FLYNN: Thank you.

12 MR. GOOCH: And we can explore it further.

13 BY MR. GOOCH:

14 Q. There are a number of issues that
15 Ms. Interrante is upset about including the HELOC.

16 When did you first find out there was a
17 HELOC on the house?

18 A. From the very start.

19 Q. Okay. When did you find out what Tim,
20 Mr. Interrante, had used the HELOC for?

21 A. Well, Chris had told me some things and then
22 during discovery we had gotten the records from their,
23 from the bank -- I think it was like American Charter or
24 American National Bank, one of the two, and we had

19

1 subpoenaed those records, and so that's when I could see
2 partially what he had used the money for.

3 Q. The vast majority of that HELOC was used to
4 buy machines, was it not?

5 A. Again, I'd have to look at it, but certainly a
6 lot of it, yes.

7 Whether or not it was a majority or not, I
8 don't know.

9 Q. Did you ever make the statement or agree with,
10 I guess, your opposing counsel that she would take the
11 HELOC?

12 A. What do you mean she would take the HELOC?

13 Q. She would be responsible for paying it?

14 A. Well, without any context, I don't know.

15 Q. Did you ever make the statement at trial or
16 during trial that she was willing to take the HELOC if
17 she got the house?

18 A. Again, without any context, I don't know.

19 Q. I'm sorry, could you read that back again.

20 Your voice is a little scratchy. I don't
21 know if it's my speakers or your microphone.

22 A. I don't know. Let me get a little closer.

23 MR. GOOCH: Mike, can you read me back that answer.

24 (Whereupon, the record was read as

20

1 follows: Did you ever make the
2 statement at trial or during
3 trial that she was willing to
4 take the HELOC if she got the
5 house?
6 A. Again, without any context, I
7 don't know.)
8 BY MR. GOOCH:
9 Q. What do you mean by context?
10 A. Well, you know, did I -- did I say that when
11 we were negotiating some aspect of the case and maybe I
12 said, well, you know, hey, we'll take, you know, Blue
13 Star and all of the other assets and then she'll keep
14 the HELOC, you know, something like that. But I don't
15 know, Tom.
16 Q. Don't you think it would have been more
17 correct or fair if he used that for his business which
18 he was getting that he would be responsible for paying
19 the HELOC?
20 A. Well, again, you know how divorce is. It kind
21 of depends on what assets she gets versus he gets to
22 determine who should pay how much of the debt.
23 If she got all of the assets, well, would
24 it be fair for her to also pay all the debts? Probably.

21

1 But if she only got 50 percent of the
2 assets, would it be fair for her to take on the entire
3 HELOC? In that instance, no.
4 Q. Well, in fact, as it turned out, she got
5 mostly debt and very little assets, didn't she?
6 A. Well, actually I think she got a lot of
7 assets, but did she get, in my opinion, an unfair amount
8 of the debt, yes, she did.
9 Q. Did you ever congratulate Christine Interrante
10 in becoming a millionaire after the divorce was over?
11 A. Possibly.
12 Q. She really didn't, did she?
13 A. Well, I think her net assets were.
14 Q. Well, when you deduct the HELOC from the value
15 of the property, there's only about 150 grand left?
16 A. I'd have to look at the numbers, Tom.
17 Q. You don't remember?
18 A. No.
19 Q. Okay. Can we agree that the court awarded in
20 the judgment a value in that house of 495,000?
21 A. I would have to look at it.
22 Q. All right. Take a look at --
23 A. Is that the --
24 Q. -- Exhibit 5. It would be page --

22

1 A. Is it 5 or 7? What's that?
2 Q. It's Exhibit 5, memorandum decision and order.
3 The Court finds value of \$595,438 on
4 Page 10.
5 A. Hold on -- here, I got 5 here.
6 What page?
7 Q. Page 10.
8 A. Okay. So looks like the Court found that the
9 reasonable value was \$559,438.
10 Q. And if you deducted 350,000 from that, you
11 would have about 240. However --
12 A. Yes.
13 Q. -- there were --
14 A. 245, yes.
15 Q. There were all sorts of payments that hadn't
16 been made on that HELOC by the time the divorce was over
17 with; isn't that correct?
18 A. Again, I'd have to look at it. I don't know
19 off the top of my head.
20 Q. Do you ever -- did you ever tell Christine
21 Interrante to stop paying on the HELOC because you had a
22 plan to handle it?
23 A. Well, the thing was she couldn't afford the
24 HELOC, though. She was always complaining to me every

23

1 single month while this thing was pending. She'd say, I
2 don't have any money, you know. I'm broke, blah, blah,
3 blah. And so she's like, what do I do about the HELOC?
4 And I said, can you pay it? No. So I said, well, don't
5 pay it then if you can't and when it gets -- when
6 everything is done we'll deal with the bank on it.
7 Q. Well, did you tell her that the bank may just
8 foreclose on her and not want to deal with it?
9 A. Yes. It's always a possibility.
10 Q. She had at the time still had the retirement
11 savings that she was spending for living expenses.
12 Why didn't you tell her to keep paying it
13 with that?
14 A. I don't know if I knew that or not.
15 Q. You don't think she ever told you what her
16 assets were?
17 A. Oh, I'm sure she did at the beginning.
18 Q. Okay. She never mentioned to you that the
19 only way she was surviving when her husband wouldn't pay
20 for anything was by invading her savings and her 401?
21 A. She may have told me that but I'm not sure.
22 Q. You ever make any notes of these sorts of
23 things?
24 A. No, because we would usually just text.

24

1 Q. Did you have many meetings with Christine?
2 A. She would often come by my office, yes.
3 Q. And in some of these meetings that were
4 scheduled her godfather or her sister would attend?
5 A. Yes.
6 Q. So if you can't remember, they all say that
7 you knew she was invading her 401K, then that would
8 refresh your memory and you would agree with that,
9 wouldn't you?
10 A. Testimony of an adverse party, no.
11 Q. You think she'd lie under oath?
12 A. I think Chris has become a very changed
13 person, quite honestly.
14 Before, if you would have asked me that
15 while I was representing her, I would say -- I would
16 doubt very much that she would lie under oath.
17 Nowadays, I just don't feel like she's
18 thinking clearly, so whether she doesn't recall the
19 facts accurately or, you know, or whether she is
20 intentionally misstating the facts, I don't know.
21 Q. Well, how about her godfather or her sister,
22 if they said that you knew because Christine told you,
23 would you believe them or would they be --
24 A. Kind of the same thing, like, you know, when I

25

1 was representing them, again, I would say that they
2 were -- seemed to be honest people to me, but their
3 conduct since then makes me think that maybe I misjudged
4 that.
5 Q. George is gone again. There, he's back.
6 You're disappearing from time to time, George.
7 MR. FLYNN: Yeah, I know. I think the connection
8 is not good, but --
9 THE WITNESS: You know, it's these hillbilly law
10 firms out here.
11 MR. GOOCH: Tell me about it. I'm in Wauconda. I
12 had a squirrel running around in here a few days ago.
13 MR. FLYNN: I didn't touch anything, Tom. It just
14 happens, so sorry.
15 MR. GOOCH: My building was built in 1875. You
16 want to talk about hillbilly law firms.
17 BY MR. GOOCH:
18 Q. Anyway, thank you for sharing that with me but
19 my question was, when they say that you knew exactly how
20 she was living, do you believe they're lying, yes or no
21 or you don't know?
22 MR. FLYNN: I'm going to object to foundation. We
23 haven't seen this statement in discovery anywhere.
24 THE WITNESS: But, I mean, I would have to say

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1 that --
2 MR. GOOCH: You haven't interviewed them yet,
3 George.
4 THE WITNESS: I would say that they -- they're not
5 recalling the facts accurately.
6 BY MR. GOOCH:
7 Q. But you are?
8 A. Well, again, if I had maybe things in front of
9 me to refresh my recollection, I could tell you more,
10 but --
11 Q. Why didn't you get a current appraisal on that
12 real estate marital residence?
13 A. I think because I thought the assessed value
14 with the McHenry County Assessor I thought was very
15 favorable for us.
16 As you can see from Page 10, it was
17 only -- came out to 495,000 where Tim did have it
18 appraised and his appraiser came out at 695; so quite
19 frankly, I was afraid to hire an appraiser because I
20 thought it was going to be more than 495.
21 495 was a very good number for us, so I
22 didn't want to risk it of having it be worse for us.
23 Q. It's not such a good number when she's got to
24 assume \$350,000 of her husband's debt and he still has

27

1 the machinery.
2 A. That has nothing to do with what the value of
3 her house though.
4 Q. While we're on Exhibit 5, as I recall, there
5 was a commercial -- a vacant commercial lot that was
6 part of the marital estate?
7 A. Yes.
8 Q. Why is that not mentioned in this memorandum
9 opinion?
10 A. Well, if you look at Page 10, subpart 5, it
11 says 1301 Horizon Drive.
12 Q. Is that the vacant lot?
13 A. Yes.
14 Q. Okay. And you stipulated to the value on
15 that?
16 A. It says we did.
17 Q. How did you arrive at that value?
18 A. Again, off the top of my head, I don't
19 remember.
20 Q. Well, if Christine says that you and Tom
21 Loizzo agreed on it without any input from her and you
22 can't remember, then we can assume Christine is correct,
23 can we not?
24 A. No, because I would not have stipulated to

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<p>1 something without the consent of my client.</p> <p>2 Q. Well, what was it? What was the stipulation</p> <p>3 based on on all of these things?</p> <p>4 A. Well, they could have all been different</p> <p>5 things. I'd have to look at my file to try to figure it</p> <p>6 out.</p> <p>7 Like I said, you know, what I tried to do</p> <p>8 was -- you know, remember, Tom, I'm very familiar with</p> <p>9 real estate values out here in McHenry County because I</p> <p>10 own a lot of real estate. I'm always buying and selling</p> <p>11 stuff, mostly buying, I don't sell too often, so I'm</p> <p>12 very familiar with these values.</p> <p>13 And I think what I tried to do, like I</p> <p>14 said, and they may have been, again, through the</p> <p>15 assessor's office, I looked them up, and if I thought</p> <p>16 they were favorable to us, in other words, low for the</p> <p>17 ones that Chris and I wanted her to have, then I didn't</p> <p>18 want to risk the chance of having -- hire an appraiser</p> <p>19 and then coming up with a higher number.</p> <p>20 Q. Is that how you think you did it?</p> <p>21 A. I think but I couldn't swear to it 100</p> <p>22 percent.</p> <p>23 Q. What percent could you swear to?</p> <p>24 A. Again, I would say 50/50 on that.</p> <p style="text-align: right;">29</p>	<p>1 Q. But these assets that the HELOC was used to</p> <p>2 finance were unencumbered, were they not?</p> <p>3 A. Say that again.</p> <p>4 Q. The assets that the HELOC was used to buy were</p> <p>5 unencumbered. They could have been sold, could they</p> <p>6 not, to pay off the HELOC?</p> <p>7 A. No. He was saying that he had already sold</p> <p>8 those assets and the money had gone back into the</p> <p>9 company.</p> <p>10 Q. Then what happened to it?</p> <p>11 A. According to him, you know, business was bad</p> <p>12 in the recession, blah, blah, blah, and so they were</p> <p>13 losing money.</p> <p>14 Q. But you didn't believe a word Tim Interrante</p> <p>15 said, did you?</p> <p>16 A. Well, I didn't -- I certainly didn't believe</p> <p>17 everything he said.</p> <p>18 Q. I'm sorry?</p> <p>19 A. I certainly did not believe everything he</p> <p>20 said.</p> <p>21 Q. As a matter of fact, you were pretty hard on</p> <p>22 his credibility in your closing argument?</p> <p>23 A. Yes, I was.</p> <p>24 Q. You said the credibility in your -- take a</p> <p style="text-align: right;">31</p>
<p>1 Q. The Court was somewhat critical about a lack</p> <p>2 of forensic accounting, wasn't it?</p> <p>3 A. I don't remember that unless you want to point</p> <p>4 something out to me.</p> <p>5 Q. Page 5 of the memorandum decision, the third</p> <p>6 line from the top, talking about financial documentation</p> <p>7 income.</p> <p>8 A. I'm on Page 5. Where we at?</p> <p>9 Q. At Exhibit 5, third line down from the top.</p> <p>10 A. Well, he's criticizing Tim's side for not</p> <p>11 having it.</p> <p>12 Q. The forensic accounting should have been done</p> <p>13 to determine Tim's true income during the divorce</p> <p>14 proceedings I think is what the Court is saying; isn't</p> <p>15 that true?</p> <p>16 A. I don't think -- I don't know that it's saying</p> <p>17 that there.</p> <p>18 Q. The Court also, if you look at Page 11 of</p> <p>19 Exhibit 5, the Court also found that Blue Star has no</p> <p>20 value?</p> <p>21 A. Yes.</p> <p>22 Q. That was based on the fact of the balance</p> <p>23 sheets that your opponent submitted; isn't that true?</p> <p>24 A. It was probably at least partially true, yes.</p> <p style="text-align: right;">30</p>	<p>1 look at Exhibit 4.</p> <p>2 A. Hold on.</p> <p>3 Yes.</p> <p>4 Q. First page -- second page, you pretty well</p> <p>5 work over Tim Interrante --</p> <p>6 A. I did.</p> <p>7 Q. -- as far as credibility goes?</p> <p>8 A. Yes.</p> <p>9 Q. Court didn't agree with you, but you certainly</p> <p>10 felt that he was an incredible liar; isn't that a fair</p> <p>11 statement?</p> <p>12 A. Well, let's say that was my argument.</p> <p>13 Q. Did you believe it?</p> <p>14 A. Well, I believe some of it but, you know, a</p> <p>15 good advocate tries to make as hard of a -- strong as a</p> <p>16 case as he can so that's what I was doing here.</p> <p>17 Q. The top of the second page you make the</p> <p>18 statement -- the second page of Exhibit 4 -- you make</p> <p>19 the statement, because Tim did not bother to call a</p> <p>20 bookkeeper for many of his three corporations or the</p> <p>21 accountant, blah, blah, blah, the only testimony the</p> <p>22 Court can evaluate in terms of Tim's earnings come from</p> <p>23 Tim himself.</p> <p>24 You see that?</p> <p style="text-align: right;">32</p>

<p>1 A. Yes.</p> <p>2 Q. That brings me back to the subject of why did</p> <p>3 you not use the services of a forensic accountant to</p> <p>4 find out exactly what this guy was doing with his money?</p> <p>5 A. I didn't need one.</p> <p>6 Q. Well, you didn't furnish the Court enough</p> <p>7 information to determine what Tim Interrante's true</p> <p>8 income was.</p> <p>9 Don't you think a forensic accountant</p> <p>10 would have helped?</p> <p>11 A. No.</p> <p>12 Q. Why?</p> <p>13 A. Because I thought I more than adequately</p> <p>14 demonstrated through the extensive financial documents I</p> <p>15 introduced and my extensive cross-examination of Tim as</p> <p>16 to what that true income was.</p> <p>17 Q. But the Court didn't agree with you?</p> <p>18 A. That is true. I was shocked by the Court's</p> <p>19 ruling.</p> <p>20 Q. Don't you think an expert would have bolstered</p> <p>21 your arguments?</p> <p>22 A. I'm really not a big believer in a lot of</p> <p>23 expert testimony.</p> <p>24 To me courts, especially in bench trials,</p> <p style="text-align: right;">33</p>	<p>1 page it says application of 504(b)(1) guidelines would</p> <p>2 result in Christine receiving 61,856.80 per year</p> <p>3 maintenance of 5154.73 per month.</p> <p>4 See that?</p> <p>5 A. No, wait. Are you looking at -- you're</p> <p>6 looking at 5. I was looking at 4, Tom. Sorry. Hang</p> <p>7 on. I was still looking at 4.</p> <p>8 Q. We're moving along.</p> <p>9 A. Page 20 of 4.</p> <p>10 MR. FLYNN: Exhibit 5.</p> <p>11 THE WITNESS: He's on 4. Page 20.</p> <p>12 Which sentence, Tom?</p> <p>13 BY MR. GOOCH:</p> <p>14 Q. Middle of the page where the Court finds that</p> <p>15 application of the guidelines would have resulted in</p> <p>16 that.</p> <p>17 A. Yes.</p> <p>18 Q. Then the Court goes on to say that he's not</p> <p>19 going to do that because Tim has demonstrated a</p> <p>20 significant hardship in paying what he'd been ordered to</p> <p>21 pay on a temporary basis and Christine was receiving a</p> <p>22 disproportionate share of the marital assets, and</p> <p>23 although Tim's net income is not determinable -- so the</p> <p>24 Court could not determine what Tim's net income was from</p> <p style="text-align: right;">35</p>
<p>1 courts seem to understand that they're essentially hired</p> <p>2 guns, and if I can prove -- to me I'm much better off</p> <p>3 being able to prove something through the documents</p> <p>4 themselves and the testimony of the opposing party than</p> <p>5 I am relying on a hired gun.</p> <p>6 Q. Didn't work this time, did it?</p> <p>7 A. Unfortunately it did not. Not as well as I</p> <p>8 would have liked.</p> <p>9 Q. Not at all really? I mean --</p> <p>10 A. I would disagree with that.</p> <p>11 Q. Well, the Court -- when the Court computed</p> <p>12 maintenance, the Court said that if you followed</p> <p>13 guidelines, it would be \$5,000 a month, but he wasn't</p> <p>14 going to follow guidelines because he was giving</p> <p>15 Christine all these assets.</p> <p>16 Do you remember that?</p> <p>17 A. I don't really remember that specifically,</p> <p>18 but --</p> <p>19 Q. Well, let's take a look at --</p> <p>20 A. I still have Exhibit 5.</p> <p>21 Q. Yeah. I'll find it here. Take a look at</p> <p>22 Page 20 of Exhibit 5.</p> <p>23 A. Okay.</p> <p>24 Q. And therein at the bottom in the middle of the</p> <p style="text-align: right;">34</p>	<p>1 the proofs you submitted.</p> <p>2 A. Yeah. Like I say, I think the Court made a</p> <p>3 terrible decision.</p> <p>4 Q. Well, that may or may not be but that's what</p> <p>5 the Court found. I mean, that's the finding in the</p> <p>6 case.</p> <p>7 A. Correct.</p> <p>8 Q. The rule of the case.</p> <p>9 Now, again, I come back to the fact more</p> <p>10 evidence might have convinced the Court, don't you</p> <p>11 think?</p> <p>12 A. No. Listen, there was so much overwhelming</p> <p>13 evidence, it was ridiculous.</p> <p>14 Q. You deal with expert witnesses all the time in</p> <p>15 your practice?</p> <p>16 A. I do in medical malpractice cases.</p> <p>17 Q. Yeah. Even in regular PI cases you sometimes</p> <p>18 have to use an expert?</p> <p>19 A. I can't remember -- well, sometimes I do use</p> <p>20 them in my personal injury cases although exceedingly</p> <p>21 rare. Again, because I just don't like them.</p> <p>22 Q. Well, I consider, you know, a treating</p> <p>23 physician to be an expert witness, don't you?</p> <p>24 A. Say that again.</p> <p style="text-align: right;">36</p>

1 Q. I consider a treating physician to be an
2 expert witness when he testifies as to the nature and
3 extent of an injury; isn't that true?
4 A. Well, he's an (f)(2) witness. However you
5 want to --
6 Q. What is the definition of an (f)(2) witness, a
7 controlled expert?
8 MR. FLYNN: Not controlled.
9 THE WITNESS: I don't think it says --
10 MR. GOOCH: Not controlled, I'm sorry.
11 THE WITNESS: Yeah.
12 BY MR. GOOCH:
13 Q. It certainly couldn't have hurt to have a
14 forensic accountant go over this, could it?
15 A. I disagree because, again, you know, as an
16 advocate, I have a little bit of liberty to push an
17 envelope where, you know, if you have an expert witness,
18 they may disagree with me.
19 That's why I really don't like expert
20 witnesses. They seem to take over the case and, you
21 know, you can be an advocate and an expert witness
22 can't, so. . .
23 Q. So you thought it was a good deal for
24 Christine to take that commercial building, the

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1 Weatherway property, the value --
2 A. The what?
3 Q. The building where Blue Star and --
4 A. Yeah, we called it the Blue Star building.
5 Q. Yeah. Okay. Blue Star building.
6 You thought that was a good deal for
7 Christine to take?
8 A. Well, again, kind of depends on the context.
9 If she was given it net of anything, which
10 it should have been, then, yes, it was a great deal.
11 Q. But you didn't know that there was a
12 \$500,000-plus mortgage on it?
13 A. I absolutely knew it. That mortgage was
14 listed on the balance sheet of -- it was either Blue
15 Star or Innerweld, I forget which one, and I hammered on
16 that both during the trial and I'm fairly certain in my
17 closing argument. I'd have to look at it.
18 But I pointed that out to whoever was on
19 the stand, I don't remember who it was, during the trial
20 and it was clearly Blue Star debt. I had him say that a
21 couple of times. That's Blue Star debt.
22 Q. It was a mortgage on the real estate that
23 Christine Interrante was about to get in the division of
24 marital property; isn't that correct, yes or no?

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1 A. Well, that she ultimately got, yes.
2 Q. At the time you worked this deal out, you had
3 no idea that that debt of Blue Star's was a recorded
4 mortgage on the real estate; isn't that correct?
5 A. Thousand percent false.
6 Q. Okay. Where in your closing argument -- well,
7 you sit here, we can read the whole thing, do you
8 mention that that's a mortgage on the building?
9 A. Like I said, I know I hammered on it --
10 Q. Take a look --
11 A. -- at trial.
12 Q. Take a look at Exhibit 4. Tell me the section
13 on property I believe begins, and you can read the whole
14 thing if you'd like, division of assets and liabilities
15 is found on -- beginning on Page 20.
16 You tell me where it says there's a
17 mortgage in that Blue Star building.
18 Want to take a break while he reads his
19 closing argument.
20 A. That's fine. Let me read that.
21 MR. FLYNN: We're back on the record.
22 THE WITNESS: We're back on the record.
23 And my point was this, is that what I
24 argued at trial and I remember cross-examining Tim and

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1 pointing this out in the financial documents from Blue
2 Star, the balance sheet was the HELOC amount was on the
3 balance sheet of Blue Star or Innerweld as a liability
4 for them because it was.
5 Tim had used that money for corporate
6 purposes and it was listed on their balance sheet so
7 that's why we wanted the Court to award Tim Blue Star
8 and Innerweld because included on that balance sheet was
9 the debt from the bank which was rightfully the
10 corporate debt.
11 The judge, again, he just kind of fumbled
12 the ball here, and I think I did a motion to reconsider
13 specifically on this issue actually after the judgment
14 was entered to say, hey, that was Blue Star debt and so
15 it should be Blue Star who's responsible for it.
16 BY MR. GOOCH:
17 Q. Thank you for telling me that, Mr. Popovich,
18 but my question was, is there anywhere in your closing
19 argument the statement that that debt also was a
20 mortgage lien on the real estate you were going to have
21 given to your client, yes or no?
22 A. No.
23 Q. Okay. And, in fact, if you look at exhibit --
24 and I hate to keep going back and forth --

40

1 A. That's all right.
2 Q. -- but Exhibit 7 --
3 A. Hold on now.
4 Q. -- Page 3, Popovich 92.
5 A. Wait. Let me find 7.
6 I don't think we talked about that yet,
7 have we?
8 Q. No.
9 A. I got 7.
10 What page, Tom?
11 Q. Page 3.
12 A. 3?
13 Q. Bates 92.
14 A. Page 2?
15 Q. Page 3.
16 A. Oh, sorry.
17 Q. Also known as Bates No. 92.
18 A. I see. Yes. Yes. Okay.
19 Q. Second paragraph, read that out loud, would
20 you?
21 A. Yes. Quote, much to the Court's chagrin, the
22 Court was advised for the first time after the judgment
23 of dissolution through a motion to reconsider that the
24 5701-5703 Weatherstone Way property was, in fact,

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1 encumbered by a significant mortgage of 539,000, and had
2 been for many years.
3 No evidence of any lien, mortgage or
4 encumbrance on that property was introduced at trial
5 and, in fact, the Court was led to believe the property
6 was owned free and clear.
7 Q. Why did you not check the title of that
8 property before trial to find out whether or not it was
9 free and clear?
10 A. We knew it wasn't.
11 Q. Christine Interrante said she didn't know.
12 A. Well --
13 Q. It makes no sense, Tom, for her to accept an
14 asset valued at over a million dollars when half of it
15 is a lien.
16 A. No, because, Tom, again, this is what we
17 argued at trial, that 539, okay, you can look it up,
18 it's on the balance sheet of Blue Star, all right, as a
19 liability, meaning Blue Star -- that was the debt of
20 Blue Star.
21 And so when the judge awarded the
22 corporate Blue Star to Tim, that debt went with it.
23 It's on their balance sheet.
24 Q. It may have went with Blue Star but it didn't

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1 erase the lien on the property which greatly diminished
2 your client's equity.
3 A. When somebody is awarded, you know, an asset
4 net, you know, somebody else's debt is on it, at the end
5 of a divorce case, you know how it is, whoever gets the
6 house, the other party has to sign off on, you know, on
7 the lien on the house.
8 That's the way it always works.
9 Q. Okay. Why didn't you have him sign off on the
10 lien on this one if you knew all about it?
11 A. That's what I argued to the Court.
12 Q. The Court maintains that it had no idea there
13 was a mortgage on that property?
14 A. Yeah.
15 The Court does not recall the evidence
16 that went in at trial.
17 Q. So, again, it's the Court's fault? It's
18 another instance of the Court doing a horrible job, not
19 you doing a horrible job, but the Court?
20 A. Let's just say in my opinion this was not
21 Judge Costello's best work.
22 Q. Do you accept any responsibility for this
23 fiasco?
24 A. No.

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1 You know, I have been doing trial work
2 long enough and I always warn my clients before trial,
3 hey, I can control for the most part what evidence goes
4 in on our part, what our arguments are going to be, but
5 I can't control, you know, what the witnesses ultimately
6 say from the witness stand.
7 And most importantly, I can't control how
8 the fact finder, whether it's a jury or a judge,
9 perceives the evidence we put on.
10 Sometimes I tell them, you know, the fact
11 finder just doesn't look at the evidence the same way we
12 do. That's always a risk.
13 And the example I always use is the
14 O.J. Simpson trial. I tell people, never in the history
15 of earth has there ever been more evidence of guilt on
16 behalf of someone than O.J. Simpson, okay, and yet the
17 jury found him not guilty, so. . .
18 Q. I suspect there's some other reasons for that.
19 A. Yes, I know, and I would tend to agree there's
20 some other extenuating circumstances there, but that's
21 the example I use with every single one of my clients.
22 Q. We can at least agree that there was no
23 evidence of a mortgage lien introduced at trial as an
24 exhibit on this property?

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<p>1 A. No. That's not true. The HELOC was 2 introduced.</p> <p>3 Q. What exhibit consisted of a recorded mortgage 4 on that real estate?</p> <p>5 A. I have to look at it, Tom.</p> <p>6 Q. Do you really believe you introduced a copy of 7 the mortgage? Really?</p> <p>8 A. I introduced the HELOC. Whether I introduced 9 the mortgage or not, I don't know.</p> <p>10 Q. And we agree there's no mention of the 11 mortgage in your closing argument?</p> <p>12 A. Well, I saw the word mortgage in there a 13 couple of times.</p> <p>14 Q. When you were reading that, where did you find 15 that in Exhibit 4?</p> <p>16 A. Hang on.</p> <p>17 No, I think it's implicit when I argued --</p> <p>18 Q. No, sir. No, sir. Where does it say mortgage 19 or lien, mortgage lien in your closing argument? Not 20 what's implicit. Where does it say it?</p> <p>21 A. I don't think the word lien appears.</p> <p>22 Q. How about the word mortgage as it pertains to 23 Blue Star, not the HELOC?</p> <p>24 MR. FLYNN: Can you repeat that question, Tom. I</p> <p style="text-align: right;">45</p>	<p>1 therefore are Blue Star debt.</p> <p>2 See. That's what I'm talking about. That 3 amount of money was on that -- was on the balance sheet. 4 That's why I asked. I said, well, that's Blue Star 5 debt? He admitted, yeah, that's Blue Star debt. Okay.</p> <p>6 Q. No. It's not okay.</p> <p>7 My question was where does it mention that 8 debt was secured by a mortgage on the real estate that 9 you were getting for your client, not -- where does it 10 say it was secured by a mortgage or can we agree it 11 doesn't?</p> <p>12 A. It might not say it in my closing argument.</p> <p>13 Q. Oh, it doesn't? I think we can agree on that 14 at this point, can't we?</p> <p>15 A. But, here -- here on Page 28 it continues on 16 that same argument.</p> <p>17 Q. Mr. Popovich, can't we agree that there's 18 nothing in this closing argument that says there's a 19 mortgage on the Blue Star building which secured this 20 alleged debt?</p> <p>21 A. I would agree with that.</p> <p>22 Q. Okay. Fine. We can agree that there's 23 nothing in the memorandum decision and order that awards 24 her that property that indicates it's really not worth</p> <p style="text-align: right;">47</p>
<p>1 couldn't hear you.</p> <p>2 MR. GOOCH: I'm sorry?</p> <p>3 MR. FLYNN: Could you repeat that question? I 4 couldn't hear the full question.</p> <p>5 MR. GOOCH: Michael.</p> <p>6 (Whereupon, the record was read as 7 follows: How about the word 8 mortgage as it pertains to Blue 9 Star, not the HELOC?)</p> <p>10 THE WITNESS: So, Tom, on Page 27.</p> <p>11 BY MR. GOOCH:</p> <p>12 Q. Hang on. What page?</p> <p>13 A. 27.</p> <p>14 Q. 27?</p> <p>15 A. Yes. Two seven.</p> <p>16 Q. Okay.</p> <p>17 A. The last -- the last paragraph, about the 18 third line down says, quote, talking about Tim, when I 19 say he, he meaning Tim, did not introduce any promissory 20 note, and upon cross-examination of Tim by Mr. Popovich 21 when shown Plaintiff's Exhibit U, Page 14, which is the 22 balance sheet for Blue Star, Tim admitted that all of 23 the debt that he claims he is liable for are, in fact, 24 listed as liabilities on the Blue Star balance sheet and</p> <p style="text-align: right;">46</p>	<p>1 that much money because the equity is substantially 2 less?</p> <p>3 A. Right, which is why I did the motion to 4 reconsider.</p> <p>5 Q. Which was denied?</p> <p>6 A. Yes.</p> <p>7 Q. And we can agree that the Court did not know 8 that the mortgage, the property was encumbered by a 9 significant mortgage of \$539,000 at the time judgment 10 for dissolution was entered?</p> <p>11 A. I disagree with that.</p> <p>12 Q. Well, it's the law of the case. I mean, it's 13 his decision and order. So you can disagree with it all 14 you want but it's still the law of the case.</p> <p>15 A. I don't think it is.</p> <p>16 I mean, I told him, as I just read to you 17 there, I argued extensively that that amount was Blue 18 Star debt. He just fumbled the ball. Sometimes judges 19 do that.</p> <p>20 Q. He didn't say anything about Blue Star debt.</p> <p>21 He said that he was never told -- or there 22 was no evidence of any lien, mortgage or encumbrance on 23 the property that was introduced at trial.</p> <p>24 A. Yes. And he's wrong.</p> <p style="text-align: right;">48</p>

<p>1 Q. He is, huh?</p> <p>2 And where was it introduced at trial?</p> <p>3 A. Probably when I was cross-examining Tim, as I</p> <p>4 just read to you about the Blue Cross -- about the Blue</p> <p>5 Star debt.</p> <p>6 Q. So if I write up that transcript of Tim's</p> <p>7 cross-examination, you're telling me under oath that</p> <p>8 you're going to find Tim saying it was a mortgage on</p> <p>9 that property?</p> <p>10 A. I'm saying that's the best of my recollection.</p> <p>11 Q. Okay. Now we're equivocating.</p> <p>12 Did he say it or didn't he?</p> <p>13 A. You're asking me about a trial that I had how</p> <p>14 many years ago did I say those exact words, am I going</p> <p>15 to swear to that?</p> <p>16 Q. I'll get the transcript and we'll talk about</p> <p>17 it some more.</p> <p>18 A. Okay.</p> <p>19 Q. In any event it still remains the order of the</p> <p>20 Court and, of course, the Court also found that now that</p> <p>21 he knew about the mortgage, he had to reconsider his</p> <p>22 decision on property distribution and maintenance?</p> <p>23 A. Right.</p> <p>24 Q. Why didn't you put in your motion to</p> <p style="text-align: right;">49</p>	<p>1 A. All right.</p> <p>2 Q. Just so we're not confused, why don't you read</p> <p>3 that whole paragraph into the record.</p> <p>4 A. Okay. A 8, right?</p> <p>5 Q. Yes.</p> <p>6 A. The title of it, so to speak, says, quote, the</p> <p>7 Court had indeed previously ruled on the debt when it</p> <p>8 awarded Blue Star to Tim. That's Subpart A.</p> <p>9 Then now Paragraph 8 says, in its</p> <p>10 prefatory remarks at the evidentiary hearing on</p> <p>11 October 9, comma, the Court stated that the \$539,000</p> <p>12 lien was a debt that had not been discussed at the</p> <p>13 trial, period.</p> <p>14 But, in fact, although the existence of</p> <p>15 the actual lien slash mortgage against the Blue Star</p> <p>16 building had not been discussed at the trial, paren,</p> <p>17 because it was unknown to Chris and Tim failed to</p> <p>18 disclose it during the trial, end paren, comma, the debt</p> <p>19 giving rise to the lien slash mortgage was both</p> <p>20 litigated at the trial and ruled upon by this court.</p> <p>21 Q. So that kind of punches a hole in your</p> <p>22 argument that Tim testified there was a mortgage on the</p> <p>23 property, doesn't it?</p> <p>24 A. I would say the lien.</p> <p style="text-align: right;">51</p>
<p>1 reconsider, why didn't you allege that the Court had</p> <p>2 heard that evidence of the mortgage and had ignored it?</p> <p>3 A. Is my motion to reconsider one of these</p> <p>4 exhibits, Tom?</p> <p>5 Q. Yeah. I believe it's Exhibit 6.</p> <p>6 A. Hold on while I look for Exhibit 6.</p> <p>7 Q. You might want to look at Page 2 --</p> <p>8 A. No, Tom --</p> <p>9 Q. -- Paragraph 8 of Exhibit 6.</p> <p>10 A. Hold on.</p> <p>11 Exhibit 6 is amended closing argument.</p> <p>12 Q. Yes.</p> <p>13 A. Oh, of Christine on her post trial.</p> <p>14 Q. Let me direct your attention to what you wrote</p> <p>15 on page --</p> <p>16 A. Wait. What exhibit are we on?</p> <p>17 Q. We're on Exhibit 6.</p> <p>18 A. Okay.</p> <p>19 Q. Your amended closing argument, post trial</p> <p>20 motion.</p> <p>21 Exhibit 6, Paragraph A, this is what you</p> <p>22 wrote, but, in fact --</p> <p>23 A. Wait, Tom. Wait. 8 or A?</p> <p>24 Q. Eight. A, sub 8.</p> <p style="text-align: right;">50</p>	<p>1 Q. You said in your own words that Tim had failed</p> <p>2 to disclose the existence of the actual lien slash</p> <p>3 mortgage.</p> <p>4 A. Yeah, you know, depends what you want to call</p> <p>5 the mortgage. Was the HELOC considered a mortgage? I</p> <p>6 don't know. Probably was not considered a lien on the</p> <p>7 property though.</p> <p>8 Q. We're not talking about --</p> <p>9 A. So I would agree as to the lien, Tom.</p> <p>10 Q. We're not talking about the HELOC.</p> <p>11 We're talking about whether or not Tim</p> <p>12 testified under cross-examination as you just claimed as</p> <p>13 to the existence of the actual lien mortgage. And in</p> <p>14 your own words, he did not.</p> <p>15 A. Yeah. Yes. Whatever I wrote here, that would</p> <p>16 seem to be accurate then.</p> <p>17 Q. Did you ever stay in touch with Christine,</p> <p>18 until she sued you, after you withdrew?</p> <p>19 A. Maybe for a month or so.</p> <p>20 Q. What was the purpose of that?</p> <p>21 A. She would just ask me questions, I think,</p> <p>22 about, you know, what was going on with her case with</p> <p>23 the other lawyers, or she would ask me maybe did I have</p> <p>24 this document or something like that maybe.</p> <p style="text-align: right;">52</p>

1 Q. Did you reassure here that things were going
2 along still okay?
3 A. Well, I think both of us were kind of a little
4 bit disappointed in the result.
5 Q. I'm sorry?
6 A. I said I think both her and I were both
7 disappointed in the result.
8 Q. Did you discuss it?
9 A. Oh, sure.
10 Q. After you withdrew?
11 A. Oh, probably not.
12 Q. Did you ever tell her to stop paying the
13 mortgage payment on the Blue Star building?
14 A. I don't think she could afford it.
15 Q. So you did tell her to stop paying on it?
16 A. I don't know if I did.
17 Q. Why did you serve on the day of the judgment
18 of dissolution was entered an eviction notice or notice
19 to terminate the lease on Mr. Interrante?
20 A. Because that's what Chris wanted me to do.
21 Q. Okay. And then you had a friend that you
22 arranged to have lease that building, did you not?
23 A. Eventually, yes. Part of it. Part of it.
24 Yes.

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1 Q. Who was that?
2 A. That was Waterworks, Inc.
3 Q. Who was the name of the person?
4 A. Roger Garbacz, G-a-r-b-a-c-z.
5 Q. Where does he live?
6 A. McHenry.
7 Q. Still lives there?
8 A. Yes.
9 Q. Friend of yours?
10 A. Yes.
11 Q. How did you determine the amount of rent?
12 A. Oh, gosh, I don't know.
13 He was renting a place up in Richmond at
14 the time and Chris was very, very desperate to get --
15 there was no money coming in on that building and Chris
16 was calling me and texting me and stopping in and always
17 saying how she needed to get any amount of money in
18 there. So I said, hey, well, I got a friend of mine, he
19 might be looking for a place.
20 That's how I remember it coming about.
21 Q. Did you ever make the statement to Christine
22 or reassure her as to how much she was going to win in
23 this case or make the statement that, quote, we're going
24 to win big?

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1 A. I might have said that, yes.
2 Q. And the statement that says, quote, you won't
3 have to work again, Chris; don't worry about anything?
4 A. Possibly.
5 Q. Probably?
6 A. I don't know. I'd have to see it.
7 And it also kind of depends on, you know,
8 where in the case I might have said. I was much more
9 likely to have said it early on.
10 Q. Did you ever tell her, we're not going to win
11 big later on?
12 A. No.
13 Q. In fact, you congratulated her on becoming a
14 millionaire after the decision came down?
15 MR. FLYNN: Object to mischaracterizes testimony.
16 THE WITNESS: I'm not sure about that. I'd have to
17 see that.
18 BY MR. GOOCH:
19 Q. Well, if you're not sure about it and
20 Christine is, is there any reason then to doubt her?
21 A. Yes.
22 Q. Oh, okay.
23 By the way, before I forget, what method
24 do you use to keep track of time for billing purposes?

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1 A. I just dictate it straight into my dictator
2 and then my secretary types it into the bill.
3 Q. Okay. And those dictation tapes are saved?
4 A. There is no tape. It's on -- what do you
5 call -- you know, there's no tapes anymore, Tom.
6 Q. I don't know.
7 A. Oh, there's -- what do you call it? Digital.
8 Q. You're using actual digital recorder or do you
9 use an app on your phone?
10 A. No. I have -- I have a dictator that I carry
11 around, an actual dictating machine.
12 Q. Then you transmit it on the internet to your
13 secretary?
14 A. No. I hand it to her and she downloads it on
15 to her machine somehow.
16 Q. So all those dictation tapes are preserved?
17 A. Well, there are no tapes, though, Tom.
18 Q. Well, I was talking about what you download on
19 to her equipment is preserved?
20 A. Oh, I would have no idea how that works.
21 Q. Are you aware there's a case regarding
22 attorney -- or more than one case regarding summaries of
23 bills that require that underlying data to be preserved?
24 A. I do.

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1 Q. How is yours preserved?

2 A. Well, there isn't any, so there's nothing to

3 preserve.

4 Q. Well, the item that you download is what I'm

5 speaking of.

6 A. Well, I don't know how that works.

7 Q. What's the story -- what's the story on the

8 car? Did you, in fact, give it to Tim?

9 A. Did I give it to Tim? No.

10 Did I drive it over to his the Blue Star

11 shop? I think I did.

12 Q. Why did you do that?

13 A. So Chris had called me -- I don't know if it

14 was on a Sunday or the next day -- probably that day on

15 Sunday, called me or texted me and she was coming back

16 with the kids from somewhere and she was on the highway

17 and her the vehicle had broken down, and so she was

18 saying she needed a new vehicle and she had no money for

19 one.

20 So I said, okay, well, let's go in on a

21 motion then. And so we went in on a motion in front of

22 Judge Costello to get Tim -- the title was in the name

23 of either Blue Star or Innerweld. I forget which one.

24 And so we needed Tim to sign off on the title so that

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1 Chris could trade it in.

2 And we went in on a motion, and Judge

3 Costello, again, maybe this wasn't his best case, but he

4 said something to the effect, he said, well, he does

5 not -- it's owned by the corporation and Judge Costello

6 felt like he did not have jurisdiction over the

7 corporation, so he said, I can't order that that asset

8 be signed over to anyone. That's their -- that's their

9 vehicle, Innerweld's or Blue Star's.

10 So he denied the motion. In other words,

11 saying that vehicle is the property of Innerweld or Blue

12 Star.

13 So of course Loizzo, the defense lawyer,

14 then starts jumping on me saying -- calling me and

15 saying, hey, she needs to return that vehicle because

16 the Judge said it's Innerweld's or Blue Star's and the

17 Court has no jurisdiction over it so she should not be

18 driving it. You better turn it over to me. Otherwise

19 we're going to go into court and hold Chris in contempt

20 for holding Blue Star or Innerweld property.

21 So I called Chris and I go, hey, look, you

22 got to turn that thing over, that vehicle back over to

23 Tim. Otherwise they're going to drag you back into

24 court.

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1 So she brought it over to my office here

2 and then I drove it over to Tim's office or Tim's shop

3 and dropped it off, and I must have had somebody follow

4 me to pick me up but I don't remember who it was.

5 Q. Well, I talked to the fellow at Buss Ford and

6 he says you went there and got the keys and took the car

7 off the lot.

8 Is he lying too?

9 A. I don't remember that.

10 Q. Well, is it possible or probable?

11 A. I suppose it's possible. I don't know

12 about -- I don't think it's probable, though, but I

13 can't tell you for sure whether she brought it here or

14 whether I picked it up.

15 Q. Okay. Now we're down to you can't remember

16 whether or not it was brought to you or you went to the

17 lot and got it.

18 A. True.

19 Q. Tell me, I still don't think I got an answer

20 to this, why did you not do a title search on the Blue

21 Star building to see if it was encumbered?

22 A. We went online here -- you can go online

23 through the, you know, the records search for the --

24 what do you call it -- Recorder of Deeds.

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1 Q. Yes.

2 The subsequent attorney did that for

3 Ms. Interrante but I don't think you did, did you?

4 A. Yes, we did.

5 Q. Well, then you would have known there was a

6 \$595,000 mortgage on that property.

7 A. It didn't come up.

8 Q. So it came up for everybody else when they

9 searched online but not for you?

10 A. I don't know what they looked at and I'm not

11 sure that it came up for them. I have no idea about

12 that.

13 Q. That's the Recorder of Deeds' fault; is that

14 what you're suggesting now?

15 A. Well, either that or maybe we didn't look all

16 that good. I didn't do it myself. I delegated it to my

17 staff.

18 That's a red herring, though, because even

19 if you knew about the lien, the debt was Blue Star's,

20 and that was on the Blue Star -- and so the Judge should

21 have just said, hey, Blue Star, that's your debt, sign a

22 waiver of lien.

23 Q. Fine. I think we have gotten your point that

24 it was a Blue Star debt.

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<p>1 It was still a mortgage on that property</p> <p>2 which reduced the equity Christine Interrante had in</p> <p>3 that property after she assumed it.</p> <p>4 A. It was a lien, yes, that the judge should have</p> <p>5 just ordered them to sign off on.</p> <p>6 Q. The judge couldn't order him to sign off on</p> <p>7 that mortgage if he didn't know about it; isn't that</p> <p>8 correct?</p> <p>9 A. In my motion to reconsider.</p> <p>10 Q. It's a little late then, don't you think?</p> <p>11 A. No, that's what a motion to reconsider is.</p> <p>12 And by the way, he granted a lot of the</p> <p>13 relief that we asked in the motion to reconsider.</p> <p>14 Q. Come on, Tom.</p> <p>15 A. He did. He changed -- he changed the</p> <p>16 maintenance amount and he changed the -- I think he</p> <p>17 changed the child support amount. I can't remember</p> <p>18 which.</p> <p>19 Q. Changed the maintenance amount because he</p> <p>20 couldn't change the property distribution regarding the</p> <p>21 Blue Star building.</p> <p>22 MR. FLYNN: All right. There's no question</p> <p>23 pending.</p> <p>24 THE WITNESS: No.</p> <p style="text-align: right;">61</p>	<p>1 One month he'd give them \$500, one month</p> <p>2 he'd give them nothing. The next month he would give</p> <p>3 her \$3,000.</p> <p>4 A. We'd go in on motions, you know, on petitions</p> <p>5 for PTRS and the judge would grant them and he'd</p> <p>6 eventually give us the money.</p> <p>7 It didn't come in every month, that's for</p> <p>8 sure. We had to go chase him.</p> <p>9 MR. GOOCH: All right. Take a break, George?</p> <p>10 MR. FLYNN: Sure.</p> <p>11 (Whereupon, a brief recess</p> <p>12 was taken.)</p> <p>13 MR. GOOCH: Back on the record.</p> <p>14 BY MR. GOOCH:</p> <p>15 Q. In retrospect, don't you think it would have</p> <p>16 worked out better if they just sold everything and split</p> <p>17 the money in some proportion?</p> <p>18 A. That's not what Chris wanted though.</p> <p>19 Q. I'm sorry?</p> <p>20 A. That's not what Chris wanted.</p> <p>21 Chris wanted the Blue Star building.</p> <p>22 Q. Did you ever advise her that that would be the</p> <p>23 better method?</p> <p>24 A. To sell everything?</p> <p style="text-align: right;">63</p>
<p>1 MR. FLYNN: This is turning into conversation and</p> <p>2 not a deposition here, so let's --</p> <p>3 BY MR. GOOCH:</p> <p>4 Q. Did you determine prior to the time of the</p> <p>5 trial that the HELOC was already in default?</p> <p>6 A. I don't remember the timing of it. I want to</p> <p>7 say yes, Tom, but again, you know, I don't know for</p> <p>8 sure.</p> <p>9 Q. Why didn't you -- if it was, why didn't you</p> <p>10 argue to the Court that Mr. Interrante should bring that</p> <p>11 HELOC current as part of the property distribution?</p> <p>12 A. Because we felt that if Christine was awarded</p> <p>13 all the assets that we were asking for, it would have</p> <p>14 been more than enough money for her to do that.</p> <p>15 And plus the Court would have said, hey,</p> <p>16 she should have been using the maintenance and child</p> <p>17 support, the temporary maintenance and temporary child</p> <p>18 support that she was using to pay that.</p> <p>19 I don't know what Chris was doing with all</p> <p>20 her money that she was getting in temporary support.</p> <p>21 Q. He wasn't paying the temporary support, Tom.</p> <p>22 Don't you remember that?</p> <p>23 A. He was periodically.</p> <p>24 Q. Periodically.</p> <p style="text-align: right;">62</p>	<p>1 Q. Yes. Sell everything and convert it to cash</p> <p>2 and divide it.</p> <p>3 A. No. That wouldn't make sense.</p> <p>4 Q. Okay. Did you ever tell her that she needed</p> <p>5 to hire some financial experts or accountants to examine</p> <p>6 the financial records Tim had produced?</p> <p>7 A. We -- at one time we spoke to a fellow I think</p> <p>8 you know, Tom, Joe Modica, M-o-d-i-c-a, out in</p> <p>9 Mundelein.</p> <p>10 Q. Yeah. He's a real aggressive CPA.</p> <p>11 A. And I think -- I remember I called him because</p> <p>12 we were looking to see if we could make any argument</p> <p>13 about saying that Blue Star had some goodwill to it.</p> <p>14 And I talked to Joe, I think I may have</p> <p>15 even sent him a few things, and he said, listen, with --</p> <p>16 you know, when it's basically a one-person corp, there</p> <p>17 is no goodwill to it, you know, because it's just the</p> <p>18 guy's efforts. There's no corporate goodwill.</p> <p>19 Q. What about valuing or valuating the</p> <p>20 authenticity or accuracy of all these things that Tim</p> <p>21 produced and claimed that Blue Star had all these</p> <p>22 liabilities?</p> <p>23 A. Well, first of all, like I say, I had all the</p> <p>24 documents that there are in existence in the world on</p> <p style="text-align: right;">64</p>

<p>1 those, and I know how -- I'm a finance or accounting 2 major, I know how to read all those documents as well as 3 anybody else. There was nothing really to do. 4 And plus, you know, every time I would, 5 you know -- even I remember when I talked to Chris about 6 hiring Modica just to give us the kind of the windshield 7 opinion about the goodwill, you know, her first response 8 was always, well, does that cost money? And I always 9 say, of course it costs money, you know, to hire these 10 people or to, you know, retain this. 11 And she's like, Tom, I have no money. 12 It's what she said every time I saw her. Tom, I have no 13 money. 14 Q. You knew at the time of the divorce judgment 15 that she had at least \$88,000 in her retirement account? 16 A. Yes, but would I tell somebody -- would I 17 recommend that they pull money out of their retirement 18 account? 19 Q. Well, if it made the difference between 20 getting a good decision and not, it would probably be a 21 smart thing to do, and she was pulling it out anyway? 22 A. Listen, that judge had more than enough 23 evidence to make the correct decision. We had all the 24 financial documents in front of him that we introduced</p> <p style="text-align: right;">65</p>	<p>1 had an evidentiary -- I totally forgot about that until 2 I read this. 3 And as the Court says here, we did 4 introduce, you know, the mortgages and the Court still 5 didn't change his opinion about who had to sign off on 6 it and what he gave Chris. 7 That's the whole point here. 8 Q. Mortgages were reopened -- the proofs were 9 reopened after the judgment was entered and at that time 10 somebody introduced the mortgages to show to the Court. 11 It was kind of like closing the door after the wolf got 12 in. 13 A. No. No. Absolutely not. Because the judge 14 reopened evidence so, in other words, it's like you're 15 back at trial. 16 Q. What did the judge do? 17 The judge did not make him pay it? 18 A. That's my point. 19 So if he didn't make him pay it when we 20 did introduce it, what -- how can you complain that we 21 didn't introduce it earlier? 22 Because after we did introduce it, he 23 didn't do anything different. He did the same thing. 24 Q. I think if you read --</p> <p style="text-align: right;">67</p>
<p>1 into evidence. It was all there. 2 He just didn't do a good job with it. He 3 was not financially sophisticated. 4 Q. Okay. Let me again point out one more exhibit 5 to you. Exhibit 8. 6 A. What is it that, Tom? 7 Q. It's a memorandum decision and order 8 regarding -- 9 A. I got it. I got it. Okay. 10 Q. Page 5, first partial paragraph. 11 A. Which one, Tom? 12 Q. Very top of the page, starting in the second 13 line, there was no evidence. 14 A. Okay. 15 Q. Again, the Court finds there is no evidence 16 introduced establishing that Christine had any knowledge 17 of the mortgage or modifications to the same. 18 Do you agree or disagree with that? 19 A. I have to go back up first to see what they're 20 talking about here. 21 Yeah, I mean this is what I'm saying. 22 This really bolsters my case, Tom, is that -- here, I 23 forgot about this. 24 The judge actually reopened the proofs and</p> <p style="text-align: right;">66</p>	<p>1 A. Tom, I'm no legal malpractice lawyer, you know 2 that, but in med mal, we call that no proximate cause. 3 Q. Well, let me suggest to you, if you took the 4 time to read that whole opinion, Mr. Popovich, you would 5 find that the Court found he couldn't do that because he 6 had already made the property distribution which kind of 7 pokes a hole in your argument. 8 I'm finished. I have nothing further. 9 THE WITNESS: Okay. 10 MR. FLYNN: I just have a couple of questions. 11 EXAMINATION 12 BY 13 MR. FLYNN: 14 Q. Mr. Popovich, did Christine Interrante ever 15 authorize you to hire any vendor or any expert or any 16 investigator while you were representing her in the 17 divorce case? 18 A. No. 19 Q. Did she authorize you to expend any money for 20 anything? 21 A. Never. 22 Q. Did she provide you with any funds in order to 23 subpoena witnesses or perform any investigation? 24 A. Not one penny.</p> <p style="text-align: right;">68</p>

1 Q. Did she authorize you to appeal any order that
2 the Court entered?

3 A. No. She told me she didn't have the money for
4 it and that she didn't want to have to pay attorney's
5 fees for it and that she just wanted it over.

6 MR. FLYNN: I have nothing further.

7 MR. GOOCH: I have nothing.

8 Waive?

9 MR. FLYNN: Signature?

10 THE WITNESS: I trust Mr. Urbanski implicitly,
11 explicitly, in all ways, so we will waive signature.

12 FURTHER DEPONENT SAITH NOT.
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1 STATE OF ILLINOIS)
2) SS:

3 COUNTY OF MC HENRY)

4 Michael R. Urbanski, being first duly sworn on
5 oath, says that he is a Certified Shorthand Reporter,
6 that he reported in shorthand the testimony given at
7 the taking of said deposition, that the deponent was
8 duly sworn by him and that the deposition is a true
9 record of the testimony given by said deponent.

10 And further, that he is not connected by blood or
11 marriage with any of the parties to this action, nor is
12 he a relative or employee or attorney or counsel of any
13 of the parties, or financially interested directly or
14 indirectly in the matter in controversy.

15 

16 _____
17 Certified Shorthand Reporter
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From: +18473387864 Chris Interrante
Sent: Tuesday, May 03, 2016 9:48 AM

Tom, I have decided to get a new Attorney, his name is Carl Gilmore, and Martin Coonan will be assisting him. They will be contacting you shortly. Thank you,