

THE STATE OF NEW HAMPSHIRE

MERRIMACK, SS.

SUPERIOR COURT

BEFORE THE COURT-APPOINTED REFEREE  
IN THE LIQUIDATION OF THE HOME INSURANCE COMPANY  
DISPUTED CLAIMS DOCKET

In Re Liquidator Number: 2009-HICIL-46  
Proof of Claim Number: CLMN380502-01  
Claimant Name: Mariana Lanc  
Claimant Number: 145-0100-105  
Policy or Contract \_\_\_\_\_  
Number: \_\_\_\_\_  
Date of loss: \_\_\_\_\_

CLAIMANT'S BRIEF

I, Mariana Lanc, Claimant submits this brief to support justly commenced and based on strong merits the legal malpractice action and fraud action against defendants ( insureds) M. Donnelly Esq. and the Law firm he worked for while he represented her in her matrimonial action. The "Claimants' Objection to Liquidator Objection to Motion Requesting Defendants' Discovery" including all its exhibits, dated December 10, 2010 are apart of this Brief dated Dec. 10, 2010.

I, Mariana Lanc, Claimant in this action, am lay , fully mentally disabled person since 1993 till present (Dec. 2010), as a result of an extreme emotional, mental, and financial stress intentionally inflicted on me by my divorce attorney, defendant (insured) M. Donnelly, Esq. who failed to defend me against a false criminal charges made by my husband, he committed crime by fraudulently altering my "maintenance" in divorce judgment after I signed it without my knowledge or permission. After he committed this and other crimes, as I learned about later on, he refused to release my matrimonial file and all his documents in connection with my divorce action, costing me huge amount of money in legal fees, lost maintenance, lost of all money I made prior and during 20 years marriage, lost inheritance, cost of medical bills, lost opportunities to job advancements to improve my earnings, lost wages due to my disability and effect on my social security income which is on poverty level, etc.

From April 6, 1985, the defendants refused to release my matrimonial and their file in connection with it to my substitute attorneys preventing them to bring the action back to court based on committed frauds.

#### ARGUMENT

These legal actions were brought up independently from each other 4 years apart under a separate index numbers. Both action were justly found with strong merits filed in Rockland Supreme Court. The "consolidation " of legal malpractice action with fraud action on March 13, 1991 is questionable.

1) Both action has to do with the frauds the defendants (insureds) M. Donnelly Esq. committed during and after, and their resistance to release matrimonial file since 1985 till 1992. The information which were in defendant's file were ordered to release by order dated Oct. 3, 1991 (EXHIBIT "A") at the form of discovery because at that time claimant's attorneys were not aware of defendant's second file existence in matrimonial action. Since than defendant's attorneys refused to obey that order and never discovered. (for demands and exhibits see Claimants Motion Requesting Defendants' Discovery dated Nov. 19, 2010). Justice Bergerman dismissed the legal malpractice action with prejudice without defendant's discovery. Prior to dismissal Home Rem and justice Bergerman ordered teleconference for purpose to set date for the trial where fully mentally disabled claimant with English speaking difficulties would conduct trial by herself. Justice Bergerman threatened to dismiss this action if she won't do it. After justice Bergerman learned that claimant is recording that conversation, he ordered her psychological evaluation in May 2001, third time since 1996 when justice Bergerman ordered claimant (poor person established by court in 1994) to present herself in front of the court in state of New York or it will be dismissed. Claimant had to travel in her grate expense from state of California to state of New York to present herself in front of court.

Based on evaluation 2001 justice Bergerman appointed to claimant's legal malpractice action attorney informing him that his apponitment is for a divorce settlement purpose only. Appointed attorney immediately asked form claimant's tax returns. She provided the copies of her tax returns as

she did many times prior to that, but expunged her social security number, because it was strong evidence against defendants to be presented in final trial. Claimant couldn't release joint tax returns with her husband without his permission. Claimant asked court to present it for identification at the final trial. When appointed attorney learned from claimant, that it is a legal malpractice action, he refused to represent her because he was insured by same insurance company as defendants (insureds)..

Claimant pro se provided her tax return to Home Rem attorneys every time they requested them. They requested tax returns from 1982 to 2001. According to IRS rules claimant didn't need to file tax returns under certain income level. Because claimant is fully mentally disabled since March 1993 with only SS benefits income on poverty level, she didn't file tax returns for years 1994 till 2001 time therefore they didn't exist. Home Rem attorneys refused to accept a several IRS letters stating that there are no IRS records of claimant's tax returns for those years. Claimant provided the copies of all her tax returns since 1985 till 1993 and all above IRS letters to court.

The Home Rem Attorneys were not satisfied and insisted on claimant to sign for them "Durable Limited Power of Attorney" (EXHIBIT "B") to obtain her tax returns "for years 1984 through 2002" (1984 tax returns were supposed to be in claimant's divorce file for divorce settlement. 1984 were returns with claimant's former husband for which claimant couldn't sign "Durable Limited Power of Attorney" to be released. Further more defendants' (insureds) Home Rem attorneys asked claimant to purger herself to sign and let notarize her signature to appoint them as MY (claimant's) attorneys. Claimant refused to purger herself and didn't sign it but asked for court's permission to present her certified tax return at the time of final trial under oath.

Court refused claimants' request and on defendant's attorney S. Gaba's pressured justice Bergerman that this case must be done with because it's unheard of person pro-se to go on. That he is under the fire why is it taking that long and that it doesn't look good for the court. The "Order of Dismissal" with prejudice was written by Home Rem Insurance Co. attorney S. Gaba

Esq. in Home Rem interest. It was written on S. Gaba's Law firm "Drake, Sommers, Loeb, Tarshis & Catania, PLLC company paper. (EXHIBIT "C")

Home Rem attorney S. Gaba wrote " wrote Order of Dismissal, protecting Home Rem Insurance Co, by adding ""complaint is dismissed in its entirety with prejudice" on his law firm "Drake, Sommer, LoebTherefore Defendant's attorney S. Gaba\_Esq.

In his deposition dated Dec. 15, 1993, insured M. Donnelly Esq. clearly stated, that he has the file in his possession with information concerning important documents for a divorce action, like "affirmative waver to rights" "separation agreement negotiation", "examination before trial" which claimant never seen or signed, totally bogus "Summary" which he produced after the legal malpractice against him was commenced (2 years later) and which destroyed evidence for", etc. These documents were missing in the matrimonial file Home Rem attorneys released to claimant in 1992. Claimant requested these in form of discovery from defendants and asked court to enforce its order dated Oct. 3, 1991. The Court never respond to it claimant is seeking defendant's discovery by her motion to discover dated Nov. 19, 2010. (25 years)

a) Defendant M. Donnelly Esq. fraudulently altered very significantly claimant's maintenance without claimant's knowledge or agreement after she signed divorce judgment and prior he let judge sign it and made it permanent.

On March 29, 1985 claimant received by mail from insured M. Donnelly Esq. copy of her "divorce judgment" (divorce judgment was signed by judge and came to effect Jan 16, 1985 - 72 days after ) with attached letter dated Feb 25, 1985. (EXHIBIT "D") stating:

"You will note that on page "6" that your husband is to pay you the sum of \$350.00 per month each and every month through September 1, 1992. The duration of these payments will result in his paying to you the anticipated value of his business venture with interest at the rate of 9% per year.

Insured M. Donnelly Esq. no longer called sum of \$350 maintenance with duration of payments Sep. 1, 1992.

VS

b) On Dec. 28, 1984 defendant Donnelly Esq. forced claimant to sign divorce judgment under same duress. Claimant signed the divorce judgment that day with understanding and assurance by her attorney, defendant Donnelly, Esq. that she will be receiving maintenance from her husband in sum of \$350 per month till her death, as stated on page 6 of divorce judgment:

**"ORDERED, ADJUDGED, AND DECREED that the plaintiff (husband) "Commencing January 1, 1985 (subject to the limitations stated below), and until \_\_\_\_\_ shall pay to the defendant as maintenance, the sum of \$350.00 per month, payable to the defendant on the 15th of each month by personal check. .... These payments shall terminate upon the death of the defendant;"**

2) With borrowed money claimant immediately consulted with Rockland County prominent divorce attorney S. Dranoff, Esq. who clearly have seen the problem. On April 6, 1985 he requested from insureds M. Donnelly Esq. claimant's matrimonial file. They promised the copy for \$30.00 fee but didn't deliver it, instead insureds put lien on that file. Claimant had no money, no job.

Orange County Court find claimant indigent and issued order dated July 5, 1985 (EXHIBIT "E") directing defendant to turn over claimant's matrimonial to her substitute attorney S. Dranoff, Esq. Insured disobeyed the order, didn't turn file over to by Dec. 1985, S. Dranoff Esq. couldn't get the file and claimant ran out of borrowed money for his legal fee.

3) Claimant find attorney P. Sluys Esq. who offered to work on contingency to get her file. By December 1987 he still wasn't successful to obtain the file, because insured still had lien on it. On Dec. 17, 1987 P. Sluys filed against insureds a legal malpractice 478/88, with hope to get file that way. Unfortunately he was insured by Home Rem Insurance Co.. which immediately dropped his policy after that.

4) Home Rem Insurance attorneys took over defending legal malpractice. P. Sluys scheduled insured's "oral examination", insureds didn't show up.

5) Claimant's attorney P. Sluys Esq. became ill. He missed to answer 64 very detailed

Interrogatory served on claimant.

6) Legal malpractice Rockland Co. index number 478/88 was dismissed in October 1988 which claimant learned from the court's clerk in May 1990.

7) Claimant immediately contacted her first attorney S. Dranoff, Esq. who again agreed to represent her. He asked to vacate dismissal order.

8) While legal malpractice action against insured was still dismissed, claimant's attorney S. Dranoff Esq. timely commenced Fraud action dated Dec. 24, 1990 Rockland Co. court index number 6971/91 (EXHIBIT "F")

9) The justice granted claimant's motion to vacate a prior order dismissing her complaint for legal malpractice action February 21, 1991.

10) Insureds' Home Rem attorneys appealed immediately the Supreme Court decision February 21, 1991 to Appellate Division, Second Department which was transferred to Supreme Court-Appellate Division Third Judicial Department.

11) Rockland Co. Supreme Court order dated March 13, 1991 "consolidated" Fraud action with legal malpractice action while legal malpractice action was in Appellate Court. The question is why did court feel necessary to reopen legal malpractice when Fraudulent action was timely filed in same court.

Argument is, if these actions were each in front of different justice they wouldn't be consolidated.

The consolidation was made to great disadvantage to claimant. There was no need reinstate legal malpractice action after more than 2 years dismissal, because Fraud action was filed timely. Therefore the appeal was additional unnecessary great cost to claimant. Further more, Fraud action would be treated differently under the law than legal malpractice action. It was clearly purposely orchestrated.

12) Claimant's S. Dranoff Esq. replied to defendant's appeal to legal malpractice action, but didn't finish appeal.

13) S. Dranoff Esq. withdrew from claimant's representation in October 1991 because she lost her job and ran out of money. He put lien on her file \$18,000.

14) Claimant was without a legal representation. Only then, on May 29, 1992 defendant's Attorneys released her matrimonial file when time to reopen her divorce action elapsed.

For long time Claimant wasn't aware of consolidation of legal malpractice action with fraud action. It was claimant's understanding that Fraud action is separate from legal malpractice which was still awaiting the decision in Appellate Court in Albany NY.

Because claimant wasn't aware of consolidation and didn't understand the court procedures, being under impression that all the legal proceedings were done by her attorneys S. Dranoff on Fraud action.

She was under impression that in April 1992 waived defendant's discovery only of legal malpractice, not for fraud action..

15) Appellate Court reinstated legal malpractice by order June 4, 1992 (EXHIBIT "G ") index number 478/88.

Claimant feels that it wasn't right to mix these two actions together under legal malpractice action index number only. Because defendants committed frauds, it should be only a fraud action, not legal malpractice action which is lot harder to prosecute than fraud action.

The consolidation of legal malpractice action with fraud action damaged claimant immensely, because they were both dismissed at once.

THIS ACTION WAS NOT DISMISSED WITH PREJUDICE BASED ON FACTS ONLY TO GET RID OF OLD CASE. SERVED NO OTHER PURPOSE THAN PUNISH CLAIMANT FOR SUING AN ATTORNEY.

In this case claimant was victimized 26 years by the officers of the court for believing in the justice system.

During last 26 years claimant find out that just about all attorneys in USA are insured by HOME REM INSURANCE COMPANY, which makes it monopoly and that there is no way to find the attorney to represent victims in a any action against attorneys.

*Mariana Lanc*

Mariana Lanc, Claimant

Fremont, California December 10, 2010

MARIANA LANC - claimant  
45245 Lynx Dr. Fremont, CA 94539

copy to: Eric A. Smith  
NH Bar ID No. 16952  
Sawyer & Rackemann,  
Brewster P.C  
160 Federal Street  
Boston, MA 02110-1700

also mailed and E-mailed to Court and defendant's attorney

Respectfully submitted ,

by Mariana Lanc  
claimant

*Mariana Lanc*

45245 Lynx Drive  
Fremont, CA 94539  
(510) 770-0160  
mavala67@yahoo.com

**Certificate of Service**

I hereby certify that a copy of the forgoing was sent to the Eric Smith, attorney for defendants and to Court by email and by first class mail, postage prepaid, this 10th day of December , 2010.

*Mariana Lanc*

Mariana Lanc -claimant



MARIANA LANC,

x

DECISION AND ORDER

Plaintiff,

INDEX NO. 478/88

-against-

MOTION

MICHALE DONNELLY, and CLINE, MACVEAN,  
LEWIS and SHERWIN, P.C.,

DATE: 8-9-91

Defendants.

x

The following sets of papers numbered 1 to 3 were considered on the plaintiff's motion and on the defendant's cross motion:

- Notice of motion, affirmation, and exhibits A-G 1
- Notice of cross motion, affirmation, and exhibits A-C 2
- Reply affirmation 3

Upon review of the foregoing, the plaintiff's motion is granted with respect to (1) the "further notice" portion of the defendant's July 10, 1991 cross notice to take deposition upon oral examination, and (2) the request for a stay of plaintiff's deposition pending the defendants' response to plaintiff's May 23, 1991 notice for discovery and inspection. The plaintiff's motion is otherwise denied, as is the defendants' cross motion.

Aside from the document request on the EBT notice, which is unduly vague and probably covered by the demand for specified information, the Court does not find the defendants' demands to be improper or burdensome. If the demands are not relevant to this action (e.g., medical authorizations) or the plaintiff does not have the records sought, she may simply say so. With respect to her educational records, the defendants seek authorizations. It will be their burden to actually obtain the records.

The defendants' cross motion is denied because (1) it is untimely, (2) the matrimonial case is concluded and there is

EXHIBIT "A"

10/2/91


no indication that it produced a fund from which the defendants' lien could be satisfied, and (3) under the present circumstances, the plaintiff's right to disclosure takes precedence over any remaining right to a retaining lien.

Both parties shall serve responses to their adversary's discovery demands within 30 days of the date of this order. EBT's shall be conducted on December 11, 1991, at 10:00 a.m., unless counsel agree to a different date and submit a consent order to the Court embodying that date.

This decision shall constitute the order of this Court.

E N T E R

Dated: October 3, 1991  
New City, New York

  
ROBERT R. MEEHAN  
ACTING SUPREME COURT JUSTICE

DRANOFF & JOHNSON, ESQS.

One Blue Hill Plaza, Suite 900, Pearl River, NY 10965

DRAKE, SOMMERS, LOEB, TARSHIS & CATANIA, P.C.

One Corwin Court, Newburgh, NY 12550

EXHIBIT "A"

**DURABLE LIMITED POWER OF ATTORNEY  
NEW YORK STATUTORY SHORT FORM**

**THE POWERS YOU GRANT BELOW CONTINUE TO BE EFFECTIVE  
SHOULD YOU BECOME DISABLED OR INCOMPETENT**

**Caution: This is an important document. It gives the person whom you designate (your "Agent") the power to take the actions set forth below without advance notice to you or approval by you. These powers will continue to exist even after you become disabled or incompetent. These powers are explained more fully in New York General Obligations Law, Article 5, Title 15, Sections 5-1502A through 5-1503, which expressly permit the use of any other or different form of power of attorney.**

This document does not authorize anyone to make medical or other health care decisions. You may execute a health care proxy to do this. If there is anything about this form that you do not understand, you should ask a lawyer to explain it to you.

THIS is intended to constitute a DURABLE LIMITED POWER OF ATTORNEY pursuant to Article 5, Title 15 of the New York General Obligations Law:

I, MARIANA LANC, residing at 45245 Lynx Drive, Fremont, CA 94539, do hereby appoint Drake, Sommers, Loeb, Tarshis & Catania, PLLC, One Corwin Court, Newburgh, N.Y. 12550 as MY ATTORNEY(S)-IN-FACT, TO ACT IN MY NAME, PLACE AND STEAD in any way which I myself could do, if I were personally present, with respect to the following matters to the fully extent that I am permitted by law to act through an agent:

*ATTORNEYS FOR OPPOSITION*

\_\_\_\_\_ File IRS Form 4506 to obtain copies, transcripts or information regarding my federal and state income tax returns for the years 1984 through 2002 (inclusive).

**(DIRECTIONS: Place your Initials in the blank space to the left of the above-listed choice(s). If the blank space to the left of any particular lettered subdivision is NOT initialled, NO AUTHORITY WILL BE GRANTED for matters that are included in that subdivision.**

This Durable Limited Power of Attorney shall not be affected by my subsequent disability or incompetence.

To induce any third party to act hereunder, I hereby agree that any third party receiving a duly executed copy or facsimile of this instrument may act hereunder, and that revocation or termination hereof shall be ineffective as to such third party unless and until actual notice or knowledge of such revocation or termination shall have been received by such third party, and I for myself and for my heirs, executors, legal representatives and assigns, hereby agree to indemnify and hold harmless any such third party from and against any and all claims that may arise against such third party by reason of such third party having relied on the provisions of this instrument.

This Durable Limited Power of Attorney may be revoked by me at any time.

*IN WITNESS WHEREOF*, I have hereunto signed my name this \_\_\_\_\_ day of March, 2002.

(YOU SIGN HERE:) → \_\_\_\_\_  
MARIANA LANC

*EXHIBIT "B"*

ACKNOWLEDGMENTS

TATE OF CALIFORNIA )
) SS:
COUNTY OF ALAMEDA )

On the \_\_\_ day of March, in the year 2002, before me, the undersigned, a Notary Public in and for said State, personally appeared Mariana Lanc, personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument, and she acknowledged to me that she executed the instrument.

Subscribed and sworn to before me

Notary's Signature

SUPREME COURT OF THE STATE OF NEW YORK  
COUNTY OF ROCKLAND

-----X  
MARIANA LANC,

Plaintiff,

-against-

MICHAEL DONNELLY and CLINE, MacVEAN,  
LEWIS & SHERWIN, P.C.,

Defendants.

ORDER OF DISMISSAL

Index No. 0478/88

**FILED SL**

JUN 25 2002 9

-----X  
PRESENT: HON. GEORGE M. BERGERMAN, J.S.C.

ROCKLAND COUNTY  
CLERK'S OFFICE

WHEREAS, plaintiff, MARIANA LANC, commenced this action on or about December 17, 1987; and

WHEREAS, on July 10, 1991, defendants served demands for disclosure upon plaintiff, including a demand for income tax returns; and

WHEREAS, plaintiff failed or refused to provide a response to defendants' discovery demands, particularly the demand for income tax returns; and

WHEREAS, by court order dated August 4, 1995, and on several occasions thereafter, the Court directed the plaintiff to provide a response to defendants' demands;

WHEREAS, the plaintiff failed or refused to comply with the Court's order and directives; and

WHEREAS, by order dated February 22, 2002, a copy of which is annexed hereto, the Court granted a motion of defendants to dismiss the action herein pursuant to CPLR §3126 for willfully failing to provide court-ordered disclosure, unless the plaintiff forthwith provided duly executed authorizations for disclosure of her income tax returns; and

BOOK 92 PAGE 1794

DRAKE, SOMMERS, LOEB, TARSHIS & CATANIA, PLLC  
P.O. BOX 1479 • NEWBURGH, N.Y. 12551 • (845) 565-1100

MAILED BY CORREDS 5/26/02

RECEIVED  
6/25/02

EXHIBIT "C"

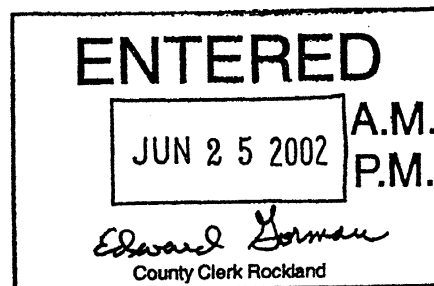
WHEREAS, as satisfactorily proved to the Court by an affidavit of default submitted by defendants' counsel, the plaintiff has failed or refused to provide duly executed authorizations for disclosure of her income tax returns;

NOW, THEREFORE, it is hereby ORDERED, that the plaintiff's complaint is dismissed in its entirety with prejudice.

Dated: ~~April 26, 2002~~  
June 20, 2002  
New City, New York

E N T E R :

*George M. Bergerman*  
HON. GEORGE M. BERGERMAN, J.S.C.



BOOK 92 PAGE 1795

RECEIVED 7/1/02

12/564

CLINE, MACVEAN, LEWIS & SHERWIN, P. C.

ATTORNEYS AT LAW

34 GROVE STREET-BOX 310

MIDDLETOWN, NEW YORK 10940

(914) 343-0561

RAINEY S. TAYLOR (1895-1971)  
WILLARD B. VANDERVOORT (1908-1970)

V. FRANK CLINE  
KENNETH A. MACVEAN  
KERMIT W. LEWIS  
LOUIS H. SHERWIN  
PAUL T. McDERMOTT  
MONTE J. ROSENSTEIN  
RONALD E. HELHOSKI  
JEFFREY D. SHERWIN  
MICHAEL H. DONNELLY  
GEORGE F. ROESCH III

PETER G. STRIPHAS  
RESIDENT PARTNER  
GOSHEN OFFICE

180 MAIN STREET-BOX 608  
GOSHEN, N. Y. 10924

(914) 294-6128  
(914) 294-6177

HENRY B. MERRITT  
CHARLES H. SHAW  
THOMAS R. HADAWAY  
OF COUNSEL

February 25, 1985

JUDGMENT SIGNED BY  
PARTIES DEC. 23, 1984

REFER TO: K-17,196

Mrs. Mariana Lanc  
Jean Marie Gardens  
Apt. 13-K  
Nanuet, New York 10954

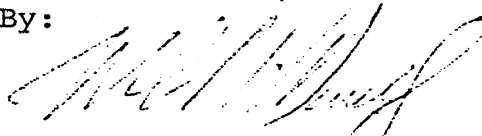
RE: Lanc v. Lanc

Dear Mrs. Lanc:

Enclosed please find a certified copy of your divorce judgment. You will note that on page "6" that your husband is to pay you the sum of \$350.00 per month each and every month through September 1, 1992. The duration of these payments will result in his paying to you the anticipated value of his business ventures with interest at the rate of 9% per year.

If you have any questions, please do not hesitate to call.

Very truly yours,  
CLINE, MacVEAN, LEWIS & SHERWIN, P.C.  
By:



MICHAEL H. DONNELLY

MHD/cmd  
Enclosure

EXHIBIT "D"

SUPREME COURT OF THE STATE OF NEW YORK  
COUNTY OF ORANGE

-----  
JOHN LANC,

Plaintiff,

- against -

JUDGMENT

MARIANA LANC,

Index No. 3218/84

Defendant.  
-----

P R E S E N T : HONORABLE ABRAHAM ISSEKS, JUSTICE

Upon all the prior pleadings and proceedings had herein, this matter having come on for trial on December 3, 1984, and plaintiff having appeared thereat with his attorneys, DiNardo & Gilmartin, Esqs., by Robert E. DiNardo and defendant having appeared thereat with her attorney, Cline, McVane, Lewis and Sherwin, Esqs., by Michael Donnelly Esq., and on said date the parties having agreed to settle the various issues of equitable distribution, and having agreed to mutual divorces, and after due consideration, I decide and find as follows:

FINDINGS

1. That the plaintiff and defendant were both over the age of 21 years when this action was commenced.

2. That at the time of the commencement of this action and for a continuous period of at least one year immediately preceding such commencement, the plaintiff and defendant were both residents of the State of New York.

3. That the parties were married on October 24, 1967 in Prague, Czechoslovakia.

4. That there is one child of this marriage, to wit: Jan R. LANC, born on August 28, 1973.

EXHIBIT 4D<sup>4</sup>



5. That the plaintiff, without cause or provocation, has conducted himself cruelly and inhumanly towards the defendant, making it unsafe and improper for the parties to cohabit, as the following partial list enumerates:

a. The plaintiff has subjected the defendant to vilification and abuse and has treated her with aversion and contempt, all of which have occasioned great suffering, distress and embarrassment to the defendant.

b. The plaintiff has withheld the normal affection to which the defendant is entitled as the wife of the plaintiff.

c. The plaintiff has used abusive and obscene language toward the defendant in front of the infant child of the marriage.

d. Routinely plaintiff has remained away from the marital home working for more than 18 hours per day and on other occasions has failed to advise the defendant of his whereabouts and has refused to explain his absences.

e. On one occasion in 1983, plaintiff struck the defendant with a plastic baseball bat, causing physical injury to her requiring medical treatment.

f. That plaintiff has informed the defendant that he no longer wishes to be married to the defendant.

6. That the defendant without cause or provocation conducted herself cruelly and inhumanly toward the plaintiff, making it unsafe for the parties to cohabit, as the following partial list enumerates:

a. That on or about January 1980 physically abused the child of the parties.

b. That in December of 1983, and January of 1984, the defendant purchased a gun, and threatened to kill the son of the plaintiff, and the defendant, and the plaintiff and herself after that.

c. That again, on March 29, 1984 the defendant threatened to kill the son of the parties and then to kill herself if the plaintiff refused to reconcile the marriage with the defendant.

d. That for a continuous period of over the last four years defendant has verbally abused and harassed the plaintiff, has deliberately engaged in loud and disruptive quarrels at the marital residence in the presence and the hearing of the parties' infant son, and generally has ceased to have any love or affection for the parties' infant son, repeatedly accusing their son of destroying their marriage and the relationship between the plaintiff and defendant.

7. That five years have not elapsed since the grounds arose upon which this action is brought.

8. The parties each represented to the other and agreed that there are and shall be no impediments to the remarriage by the other and neither will stop the other from proceeding with any remarriage.

CONCLUSIONS OF LAW

1. Jurisdiction as required by Section 230 of the Domestic Relations Law has been obtained.

2. That the plaintiff is entitled to a judgment of divorce and granting of the incidental relief awarded herein.

3. That the defendant is entitled to a judgment of divorce and granting of the incidental relief awarded herein.

JUDGMENT

NOW, on motion of DiNardo & Gilmartin, Esqs., attorneys for the plaintiff, it is

ORDERED, ADJUDGED AND DECREED that the marriage between plaintiff, John Lanc, and defendant, Mariana Lanc, be and same is hereby terminated and dissolved by reason of the cruel and inhuman treatment of John Lanc, plaintiff, by Mariana Lanc, defendant; and it is further

ORDERED, ADJUDGED AND DECREED that the marriage between Mariana Lanc, defendant and John Lanc, plaintiff, is terminated and dissolved by reason of the cruel and inhuman treatment of Mariana Lanc, defendant, by John Lanc, plaintiff; and it is further

ORDERED, ADJUDGED AND DECREED, that sole and exclusive custody of the minor child of the marriage, namely Jan R. Lanc, be and the same is hereby awarded to plaintiff John Lanc, subject to the defendant, Mariana Lanc, having the following visitation privileges with the child: the defendant shall have alternate weekend visitations from Saturdays at 9:00 a.m. to Sundays at 7:00 p.m.; on her birthday; on Mothers Day; on the child's

holidays commencing in 1985; on one evening per week on a day and time to be agreed upon by the parties; and for a period during the summer months when the defendant has vacation. The plaintiff shall have exclusive visitation of the child on plaintiff's birthday; on the child's birthday which fall on odd numbered years; and on Fathers Day;

Neither parent shall remove the infant child from the jurisdictional limits of the United States without the permission of the Court. Further, the plaintiff shall consult with the defendant and keep her reasonably informed as to the following matters relating to the child: (a) school (b) special lessons (c) medical and dental problems (d) psychological problems (e) any substantial matter relating to the health, education and welfare of the child. Nothing contained herein shall prevent the parties from mutually agreeing to modify the above noted scheduled visitation or prohibit the child from visiting with the defendant at any reasonable time if in the discretion of the parties provided these visits do not interfere with the plaintiffs' or defendants' rights as set forth herein;

Nothing contained in this judgment shall be considered an abandonment of the child by the mother nor will her agreeing to relinquish custody be raised by the plaintiff at any future proceeding brought by the defendant in which she may seek a change in custody upon a showing of an appropriate change of circumstances; and it is further

ORDERED,

commencing January 1, 1985 (subject to the limitations stated below), and until [redacted] shall pay to the defendant as maintenance, the sum of \$350.00 per month, payable to the defendant on the 15th of each month by personal check. These payments shall be mailed to defendant at her address provided by her or any other address that she may in writing indicate from time to time. These payments shall terminate upon the death of the defendant; and it is further

ORDERED, ADJUDGED AND DECREED, that plaintiff shall be responsible for and pay all medical prescription drug bills for the child, and will provide Blue Cross, Blue Shield, Major Medical Insurance coverages for the parties' child. Any and all reimbursements from any and all such coverage shall belong to the plaintiff; and it is further

ORDERED, ADJUDGED AND DECREED, that those certain life insurance policies on the life of each of the parties now in existence shall be changed to name the child of the marriage as the irrevocable beneficiary thereof; and it is further

ORDERED, ADJUDGED AND DECREED, that the parties have mutually agreed as to a distribution of the personalty located at the marital abode and the defendant is entitled to and shall be the sole owner of all furnishings in the parties' bedroom except the bed, which shall belong to the plaintiff. The following items shall belong to the defendant: two cabinets in the living room, a foam convertible chair bed, a stereo in the plaintiff's room and certain woodworking tools, which are better known to the parties; and the plaintiff is entitled to sole ownership of all

EXHIBIT AD<sup>2</sup>

other furniture, furnishings and personal property located in the marital residence; and it is further

ORDERED, ADJUDGED AND DECREED, that the defendant shall join with the plaintiff in the execution of a joint income tax return for the calendar year 1984, and the plaintiff shall pay to the defendant that sum which would be the equivalent to the refund the defendant would have been entitled to had she filed a separate return in that year, and it is further

ORDERED, ADJUDGED AND DECREED, that the plaintiff shall undertake payment of all outstanding debts and bills incurred by the parties during the marriage, shall indemnify, save and hold harmless the defendant from any claims or liability thereon. Both parties represent to the other that other than the mortgage on the marital residence there are no other debts incurred by the parties during the course of the marriage, except for \$2,000.00 debt owed by the plaintiff to his mother; and it is further

ORDERED, ADJUDGED AND DECREED, that the parties' time sharing condominium in Lake Tahoe shall be sold subject to any and all encumbrances thereon, at a price to be agreed upon by the parties, subject to the limitations contained in the time sharing license agreement, and the net proceeds from that sale shall be divided equally between the parties as of the date of that sale; and it is further

EXHIBIT 4D4

ORDERED, ADJUDGED AND DECREED, that the following list of shares in the following securities, which are nominally held in the husband's name, are in fact, equitably owned equally by the parties and the parties agree that the husband shall maintain nominal ownership of the shares for the sole and exclusive use or benefit of their son's college expenses and tuition. In the event the child of the marriage does not attend college and use these securities and their value for such college, then any portion of the monies not used by the son for college expenses shall be divided equally between the plaintiff and defendant when the child reaches the age 22. The following is a list of the shares of stocks:

75 shares Duquesne Light Company

100 share Florida Progress Corporation

200 International Thoroughbred Breeders

100 shares GEO Search

50 shares of Seal Incorporated

1000 units on Sequential Information

150 units GVS Close Circuit T.V. Corp.

and a certain Empire State Tax Municipal Bond which matures in the year 2003; and it is further

ORDERED, ADJUDGED AND DECREED, that exclusive possession and occupancy of the marital residence located at 53 Vincent Drive, Middletown, New York title to which is held in both parties' names, is and shall be awarded to the plaintiff, until the child of the parties reaches the age of 21 years, at which time the residence shall be sold and the proceeds evenly divided between

the parties, deducting from the defendant's share and crediting to plaintiff's share all payments made by the plaintiff equal to the reduction of the principal on the outstanding mortgage loan from January 1, 1985 to the date of the sale. In the event custody should hereafter be transferred to the defendant, or should the child become sooner emancipated by moving away from the residence on a full time basis, or through marriage, or upon the child's death, or should the plaintiff sooner remove himself from the residence, then the residence shall be sold and the proceeds divided, as stated above. Full time residence by the child away from the marital home, while attending a college shall not be deemed an emancipation event which would require the sale of the marital residence;

It is further ordered that the defendant shall completely remove herself and her belongings from the marital residence no later than DECEMBER 31, 1984. Until such time as the marital residence is exclusively turned over to the plaintiff, the aforementioned payments of \$350.00 a month will not commence, but shall commence on the Friday following the date that exclusive possession is turned over to the plaintiff; and it is further

ORDERED, ADJUDGED AND DECREED, that the parties will equally divide the numerous IRA and Keogh Accounts <sup>AS OF APRIL 30, 1984</sup> which total approximately \$36,000.00. To this end, the plaintiff will transfer to the defendant within 60 days of entry of this judgment that sum necessary to equalize the parties' account; and it is further

GIVING PLAINTIFF CREDIT FOR A CA  
ADVANCE OF \$3500.00 MADE BY  
PLAINTIFF TO THE DEFENDANT



ORDERED, ADJUDGED AND DECREED, that the parties' agreement and this judgment constitutes an equitable division of all of the marital property owned by both parties to the marriage, and it is further

ORDERED, ADJUDGED AND DECREED, that the plaintiff shall pay to the defendant's legal fees the sum of \$1,500.00, said amount to be paid within four months of entry of this judgment; and it is further

ORDERED, ADJUDGED AND DECREED, that the defenant cooperate with the plaintiff in securing medical reimbursement for surgery previously performed on the defendant, which plaintiff has paid for ; and it is further

ORDERED, ADJUDGED AND DECREED, that the defenant is authorized to resume use of her maiden name to wit: VAGNER

E N T E R :

Honorable Abraham Isseks

Consented To :

Robert E. DiNardo

Robert E. DiNardo, Esq.

Dated December 28, 1984

Michael Donnelly

Michael Donnelly Esq.

Dated December 28, 1984

Consented To :

John Lanc

John Lanc

Dated: DECEMBER 28, 1984

Mariana Lanc

Mariana Lanc

Dated December 28, 1984

EXHIBIT 49a

ORDERED, ADJUDGED AND DECREED, that the plaintiff, commencing January 1, 1985 (subject to the limitations stated below), and until September 1, 1992 shall pay to the defendant as maintenance, the sum of \$350.00 per month, payable to the defendant on the 15th of each month by personal check. These payments shall be mailed to defendant at her address provided by her or any other address that she may in writing indicate from time to time. These payments shall terminate upon the death of the defendant; and it is further

ORDERED, ADJUDGED AND DECREED, that plaintiff shall be responsible for and pay all medical prescription drug bills for the child, and will provide Blue Cross, Blue Shield, Major Medical Insurance coverages for the parties' child. Any and all reimbursements from any and all such coverage shall belong to the plaintiff; and it is further

ORDERED, ADJUDGED AND DECREED, that those certain life insurance policies on the life of each of the parties now in existence shall be changed to name the child of the marriage as the irrevocable beneficiary thereof; and it is further

ORDERED, ADJUDGED AND DECREED, that the parties have mutually agreed as to a distribution of the personalty located at the marital abode and the defendant is entitled to and shall be the sole owner of all furnishings in the parties' bedroom except the bed, which shall belong to the plaintiff. The following items shall belong to the defendant: two cabinets in the living room, a foam convertible chair bed, a stereo in the plaintiff's room and certain woodworking tools, which are better known to the parties; and the plaintiff is entitled to sole ownership of all

S U P R E M E C O U R T O F T H E S T A T E O F N E W Y O R K  
C O U N T Y O F O R A N G E

COPY

-----x

JOHN LANC,

Plaintiff,

ORDER TO SHOW CAUSE

- against -

Index No.: 3218/84

MARIANA LANC,

Defendant.

-----x

UPON READING AND FILING the annexed affidavit of MARIANA LANC, duly sworn to on the 1st day of July, 1985, the annexed affirmation of SHERI A. YODOWITZ, ESQ., dated the 28th day of June, 1985, the consent to change attorneys form, dated the 16th day of April, 1985, and upon all of the pleadings and proceedings heretofore had and filed herein,

LET, the plaintiff, JOHN LANC, or his attorneys, DINARDO & GILMARTIN, ESQS., and MacVEAN, LEWIS, SHERWIN, McDERMOTT & ROSENSTEIN, P.C., defendant's prior attorneys, show cause before this Court at a Special Term Part thereof, to be held at the County Courthouse, located at 255 Main Street, Goshen, New York 10924, on the 15th day of July, 1985 at 9:30 o'clock in the forenoon of that day or as soon thereafter as counsel can be heard, why an order should not be made and entered as follows:

A) Substituting the law firm of FERRARO, ROGERS, DRANOFF, GREENBAUM, CODY, GOLDSTEIN & MILLER, P.C., One Blue Hill Plaza, Suite 900, Pearl River, New York 10965, in place and in stead of

EXHIBIT 4E4

MacVEAN, LEWIS, SHERWIN, McDERMOTT & ROSENSTEIN, P.C., 34 Grove Street, Box 310, Middletown, New York 10940, as counsel for defendant, MARIANA LANC, herein; and

\* B) Directing the outgoing attorney to turn over defendant's file to defendant's new attorney, FERRARO, ROGERS, DRANOFF, GREENBAUM, CODY, GOLDSTEIN & MILLER, P.C.; and

C) Granting defendant such other, further and different relief as to this Court may seem, just and proper.

PENDING THE <sup>hearing</sup> ~~DETERMINATION~~ of the within Order to Show Cause,

LET, the defendant's present attorney, FERRARO, ROGERS, DRANOFF, GREENBAUM, CODY, GOLDSTEIN & MILLER, P.C., represent the defendant, MARIANA LANC, for the purposes of all proceedings in the within matrimonial action and other related actions.

SUFFICIENT REASON APPEARING THEREFOR, LET service of a copy of the instant Order to Show Cause, together with all of the papers upon which it is granted upon the plaintiff's attorney, DiNARDO & GILMARTIN, ESQS., 90 East Main Street, P.O. Box 1000, Washingtonville, New York 10992, and upon plaintiff's outgoing attorney, MacVEAN, LEWIS, SHERWIN, McDERMOTT & ROSENSTEIN, P.C., 34 Grove Street, Box 310, Middletown, New York 10940, by certified mail, return receipt requested, on or before the 5th day of July, 1985 to be deemed good and sufficient service.

Dated:


  
HON. ROBERT C. J. STOLARIK  
Justice Supreme Court

EXHIBIT "E" 4

SUPREME COURT OF THE STATE OF NEW YORK  
COUNTY OF ROCKLAND

MARIANA LANC,

**FILED**  
SEP 30 1991  
ROCKLAND COUNTY  
CLERK'S OFFICE

against

CLINE, MacVEAN, LEWIS AND SHERWIN, P.C.,  
MacVEAN, LEWIS, SHERWIN & McDERMOTT, P.C.  
and MICHAEL DONNELLY,

Defendant

Index No.

Plaintiff designates  
ROCKLAND

6971/91

County as the place of trial

The basis of the venue is  
Plaintiff's Residence

**Summons with Notice**

Plaintiff resides at  
Jean Marie Gardens, Apt. 13K  
Nanuet, New York 10954  
County of ROCKLAND

To the above named Defendant

**You are hereby summoned** to answer the complaint in this action and to serve a copy of your answer, or, if the complaint is not served with this summons, to serve a notice of appearance, on the Plaintiff's Attorney(s) within \_\_\_\_\_ days after the service of this summons, exclusive of the day of service (or within 30 days after the service is complete if this summons is not personally delivered to you within the State of New York); and in case of your failure to appear or answer, judgment will be taken against you by default for the relief demanded herein.

Dated, December 24, 1990  
Defendant's address: 34 Grove Street  
Middletown, New York 10940

DRANOFF & JOHNSON  
Attorney(s) for Plaintiff  
Office and Post Office Address  
One Blue Hill Plaza  
P.O. Box 1629, Suite 900  
Pearl River, NY 10965

Notice: The nature of this action is  
breach of fiduciary duty, fraud, and  
misrepresentation of material facts  
The relief sought is \$950,000.00 plus costs and  
disbursements of this action.

Upon your failure to appear, judgment will be taken against you by default for the sum of \$  
with interest from \_\_\_\_\_ 19 \_\_\_\_\_ and the costs of this action.

Sept 30 1991  
[Signature]  
Clerk of the Supreme County Courts  
Rockland County

EXHIBIT u F 0

THOUSAND and 00/100 (\$950,000.00) - Don't put together with side 2.

further and different relief as to this Court may seem just and proper.

Dated: Pearl River, New York  
December 24, 1990

Yours, etc.

DRANOFF & JOHNSON  
Attorneys for Plaintiff  
Office & P. O. Address  
One Blue Hill Plaza - Suite 900  
P. O. Box 1629  
Pearl River, New York 10965-8629  
914-735-6200

NOV 18 1990



Dec 24-90  
SB

*Edward Gorman*

Edward Gorman County Clerk & Clerk  
of the Supreme County Courts  
Rockland County

**'ORIGINAL'**

A 24

EXHIBIT 4Fu

USPS, WARM SPRINGS STATION  
 FREMONT, California  
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 0555110185 -0099  
 12/10/2010 (510)656-7869 04:13:59 PM

Product Description	Sales Receipt		Final Price
	Sale Qty	Unit Price	
BOSTON MA 02110 Zone-8 First-Class Large Env 11.80 oz.			\$2.75
Issue PVI:			=====
			\$2.75
CONCORD NH 03301 Zone-8 Priority Mail 14.10 oz.			\$5.55
Issue PVI:			=====
			\$5.55
Total:			=====
			\$8.30
Paid by:			
Cash			\$100.00
Change Due:			-\$91.70

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