

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 MOTION REQUESTING DEFENDANTS' DISCOVERY
AS TO STRUCTURING CONFERENCE ORDER DATED AUGUST 4, 2010 - EXTENDED BY
ORDER DATED OCTOBER 10, 2010 to November 19, 2010

I, Mariana Lanc, Claimant in this action, am a lay, fully mentally disabled person since 1993 till present (Nov.2010), as a result of a extreme emotional and financial stress intentionally inflicted on me by my divorce attorney, defendant Michael Donnelly Esq. the law firm he represented. when legally represented me in divorce John Lanc v. Mariana Lanc in 1984-1985.

There after the defendants and their HOME REM attorneys continued to intentionally inflict further emotional and financial stress on claimant in a desecrate attempt to cover up defendants' wrongs for period 26 years (twenty six years 1984-2010) by obstructing a justice by manipulating the court by false and taken out to context statements.

Also by the refusal to release claimant's matrimonial file (over 7 years), refusal to discover, preventing claimant's attorneys to proof defendants' negligence and to reopen matrimonial case for claimant to seek new settlement and child custody.

Claimant has no other choice than represent herself, with help of lay person with an English writing, she has no experience with these legal procedures and therefore is requesting from this Court the leniency for any and all omissions and mistakes.

DEMAND FOR DISCOVERY

Demand is made for the following:

1. Copies of all statements, recordings, abstracts of recordings, investigators' summaries of statements, writings, photographs, video tapes and /or films taken by defendants, taken from or on behalf of claimant.
2. Names and addresses of all persons claimed or believe to have witnessed the following:
3. The evidence that defendant Donnelly Esq. or any of defendants were speaking Czech language and didn't need interpreter to communicate with claimant Mariana Lanc at the time they legally represented her.
4. Names of all defendants involved in Lanc v. Lanc matrimonial cation, supported by the copies of all their work.
5. State and proof by copies how any matrimonial actions defendant M. Donnelly Esq. actually handled on his own prior to defending claimant in April 1984. Provide the evidence that defendant M. Donnelly Esq. was "matrimonial expert" he presented himself to claimant Mariana Lanc prior his agreement to represent her in divorce action. State and proof how many years of experience he had as a defense attorney.
6. Name all defendants involved in matrimonial action Lanc v Lanc. State and support by copies their work and supervision involvement.
7. Copies of all claimant's medical records defendants used for the defense and financial settlement.
8. Copies of all claimant's son Jan Rene medical and school records to support claimant's request for his custody.
9. Copies of all documents signed by claimant stating that she doesn't want custody of her 10 years old son.
10. Copies of all document signed by claimant stating that she is waiving all proof to all false criminal charges against her by her husband. (gun possession, etc.)
11. Copies of all requested documents in support that father is suitable custodian parent for child.
12. Copies of deadly shooting incident to which (parties 6 years old son) was used as a accessories by fathers' mother in his father presence)
13. Copies of all documents signed by claimant that she doesn't wish to get a custody of her 10 years old son.

14. Copies of all documents requested by defendants from state agencies that claimant Mariana Lanc is unfit custodial parent of her son.

15. Copies of any defendants' work effort to obtain a custody claimants son.

16. Copies of any proof that defendants challenged and requested from opposition the proof of criminal charges against claimant which were bases for original "Action for Divorce" (EXHIBIT "A")

Claimant demanded from defendant Donnelly Esq. to challenge opposition to proof serious criminal charges against her. The defendant Donnelly Esq. refused it, responded: "it's only a divorce". Opposition filed additional false criminal charges against claimant in August 1984. Request for the copies of defendants respond to them.

17. Proof that claimant purchased guns, when and where.

18. Documents stating the reason for firing claimant from her only employment from firm Eustance & Horowitz PC.

19. Copies of requested interrogatories served on claimant's behalf in Lanc v Lanc in 1984.

20. Copies of defendants' record of Mariana Lanc interrogatories or any other discovery in 1984 Lanc v. Lanc.

21. Copies of all claimant's personal data acquired defendants for Lanc v. Lanc in 1984.

22. Provide all copies of the school records to support the defendants statements that claimant Mariana Lanc is educated as a "civil engineer". What educational institutions did she obtain her engineering degree from and when .

23. Provide the proof that claimant Mariana Lanc ever worked as an civil engineer and provide the copies of her salary.

23a. Copy of claimants agreement to defendants' statement in in Colloguy on pg. 14, line 21 that "defendant (claimant) agrees to cooperate with the Plaintiff (her husband) in securing medical paymnets for surgery which the Plaintiff has paid prior for, which was performed on the Defendants, which to date the health carrier has refused to cover, and that surgery was recently done on defendant's face". (medical procedure because claimant could not see)

23b. Provide copies of records supporting that defendant's Donnelly Esq. and his claient Mariana reviewed the points of Colloguy as ordered by judge and had an conversation about it. Defendant Donnelly Esq. actualy wrote that Colloguy without any preparation just few minutes prior to, Court's appearance.

24. Any and all copies of documents the defendants used to determine Mariana Lanc's future financially earnings and her ability to support herself financially.

25. Any and all signed by claimant copies of Mariana Lanc's financial statements.

26. **Copies of joint Federal and State Tax returns obtained by defendant's from claimant or her opposition for purpose of divorce settlement in 1984 since 1969.**

26a. Copies of proof that defendants challenged opposition's financial statement and requested to support it by evidence.

27. Copy of any financial agreements signed by claimant or executed prior to finalizing the incomplete divorce settlement which defendant Donnelly Esq. forced her to sign on Dec. 28, 1984 under duress.

28. Proof of any evidence of defense on claimant's behalf in matrimonial action where Mariana Lanc was defendant wrongly accused from criminal charges as bases for a divorce.

29. Copies of all loans claimed by opposition.

30. State and provide the records of places, dates and names of all people present and their function in financial dealings regarding divorce settlement.

31. State and provide the records, dates and names of all people present and their function in financial dealings and regarding child custody.

32. State why the defendant Donnelly Esq. forced claimant Mariana Lanc to sign under duress the incomplete "divorce judgment" on Dec. 28, 1984. Why it had to be sign incomplete.

33. State and support by the copies with dates which documents defendant presented for review to claimant prior to Dec. 28, 1984.

34. **Provide the copies of the loan of \$26,000.00 (how much, how was it determined and when) to husband for "his business adventure" by claimant Mariana Lanc. (EXHIBIT "B")**

35. State why the "loan" in #34 was treated by defendants as maintenance to claimant.

36. State why defendants didn't evaluate claimant's husband income, company benefits, and education which he obtained during course of the marriage to claimant. Based on his education he obtained a several professional licenses in several states, which served to his professional and financial advances. He was vice-president and part owner of professional engineering company with huge benefits of the company, town engineer in several towns. State where defendants evaluated it for purpose of the settlement.

37. State how defendants evaluated claimants education and her future earnings and how did it effect her divorce settlement?

38. **Provide copies of all documents defendants used for the settlement Lanc v. Lanc in 1984 including bank statements savings and checking, IRAs, annuities, bonds, municipal bonds, stocks, company shares, life insurance policies, professional licenses evaluation, house evaluation , claimant's living expenses, claimant's employment and her salary, Claimant's employment history and affect on her Social Security Benefits.**

39. State and proof by copies what documents defendants used in 1984 to determine claimants employment.

40. State why defendants' in their "Interrogatories" dated Feb. 22, 1988 (after claimant filed the legal malpractice action against them) where demanding very information defendants were supposed to have on file in 1984 necessary for claimants' divorce settlement and these information were not in claimants' divorce file released by defendants on May 29, 1992"? (EXHIBIT "C")

41. Copy of signed agreements between M. Donnelly Esq. and claimant Mariana Lanc to support all defendant Donnelly's Esq. statements in his July 1991 "Affirmation" (made after legal malpractice action was filed against defendants) (EXHIBIT "D")

a) Provide the copy of signed agreement by Mariana Lanc to support this defendant's statement :

"At the inception of my representation of the defendant, we agreed that she should pay firm for all legal services at rate of \$75.00 per hour. Mariana Lanc also agreed to reimburse petitioner for all disbursements incurred in prosecution of this action."

b) Provide the copy of written refusal to permit financial disclosure and interpose counterclaim signed by Mariana Lanc. Provide a copy of Mariana Lanc approval for same to support this defendant's statement :

"The defendant initially refused to permit me to undertake any financial disclosure in this matter, nor would she allow me to interpose a counterclaim on her behalf until father the matter was on the trial calendar."

c) Provide the copy of written and signed waiver by Mariana Lanc to all her legal rights under the divorce law in State of New York to support defendant's statement:

"Defendant (claimant) would alternate between wanting to waive all support and leaving the house to her husband and child and taking off for Australia on the one hand, and desiring to "take the plaintiff for all he was worth" on the other.

d) Provide the copies of all original notes and time keeping defendants used to create their "FINAL BILL FOR SERVICES RENDERED FROM 4/24/84 TO 4/26/85.

c) Provide the copies of any and all signed documents by which Mariana Lanc agreed that "maintenance \$350.00" to be paid monthly to her by John Lanc is actually not maintenance but some loan to "his business ventures with interest at the rate of 9% per year" allowing husband for maintenance deduction. Divorce judgment. (EXHIBIT "B")

42. Provide copies of all original documents and dates to support defendants "LANC SUMMARY". State when this summary was made and by whom.

43. Copies of all cleimant's health records form 1969.

44. Copies of all child of mariage medical, psychological and school records and evaluations.

Fremont, California November 19, 2010

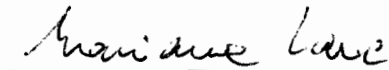
MARIANA LANC - claimant
45245 Lynx Dr. Fremont, CA 94539

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

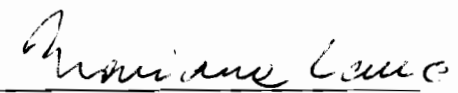


45245 Lynx Drive
Fremont, CA 94539
(510) 770-0160
mavala67@yahoo.com

October 19, 2010

Certificate of Service

I hereby certify that a copy of the forgoing was sent to the Erick Smith, attorney for defendants and to Court by email and by first class mail, postage prepaid, this 19th day of October , 2010.



Mariana Lanc -claimant

Supreme Court of the State of New York
County of ORANGE

JOHN LANC

Plaintiff

against

MARIANA LANC

Defendant

Index No.

Plaintiff designates

ORANGE

County as the place of trial

The basis of the venue is Plaintiff's
place of residence

Summons with Notice

Plaintiff resides at c/o Eustance &
Horowitz, Circleville, N.Y.

County of Orange

ACTION FOR A DIVORCE

To the above named Defendant

You are hereby summoned to serve a notice of appearance, ^{in the Plaintiff's} ~~in the~~ (or within
Attorney(s) within 20 days after the service of this summons, exclusive of the day of service. State of
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, judgment will be taken against you by default to
relief demanded in the notice set forth below.

Dated, April 9, 1984

DINARDO & GILMARTIN
Attorney(s) for Plaintiff

Office and Post Office Address
90 East Main St., P.O. Box 1000
Washingtonville, New York 10992

NOTICE: The nature of this action is to dissolve the marriage between the parties, on the grounds
of cruel & inhuman treatment of Plaintiff by Defendant

The relief sought is,

A judgment of absolute divorce in favor of the plaintiff dissolving the marriage between the parties
in this action. The nature of any ancillary relief demanded is custody of the child of the
marriage; title to or exclusive possession of the marital home, and
whatever further relief as to this Court seems just and proper.

EXHIBIT "A"

SUPREME COURT
COUNTY OF ORANGE

JOHN J. LANC,

Plaintiff,

- against

COMPLAINT

MARIANA LANC,

Defendant.

The Plaintiff, by his attorneys, DiNardo & Gilmartin, Esqs.,
complaining of the Defendant, herein alleges:

A 1. Plaintiff and Defendant were duly married on the 24th
day of October 1967 in Prague, Czechoslovakia.

A 2. The parties have lived together as husband and wife in
the State of New York and the Plaintiff and the Defendant have
been continuous residents of the State of New York when the
action was commenced for more than two years.

A 3. That there is one child of the marriage, to wit, JAN
R. LANC, born on August 28, 1973.

D 4. That the Defendant, without cause or provocation, has
been guilty of cruel and inhuman treatment toward the Plaintiff.

D 5. That the Defendant without cause or provocation,
conducted herself cruelly and inhumanly toward the Plaintiff,
causing great mental distress, suffering, frustration,
humiliation and embarrassment, all to the detriment of Plaintiff's
physical and mental well being, such as it makes it unsafe and
improper for the parties to cohabit, as the following partial
list enumerates:

- A. That on or about January 1980 the Defendant physically abused the child of the parties; and
- B. That in December 1983, and January 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 over that last four years the Defendant has verbally abused and harrassed the Plaintiff, has deliberately engaged in loud and disruptive quarrels at the marital residence in the presence and in the hearing of the party's infant son, and generally has ceased to have any love or affection for the party's infant son, repetedly accusing their son of destroying the marriage and relationship between the Plaintiff and the Defendant.

D6. That since the marriage of the parties, the Plaintiff has in all respects been a devoted and a dutiful husband.

D7. That five years have not elapsed since the grounds arose upon which this action is brought.

A8. That no previous action for divorce, separation, or annulment has been commenced.

WHEREFORE, Plaintiff demands judgment divorcing said Plaintiff and Defendant and dissolving said marriage; custody of the child of the marriage; title or exclusive possession of the marital home; and such other and further relief as to the court may seem just and proper.

Yours etc.,

DATED: April , 1984
Washingtonville, New York

DiNardo & Gilmartin, Esqs.
90 East Main Street
P. O. Box 1000
Washingtonville, New York
10992

12/564

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

ATTORNEYS AT LAW

34 GROVE STREET-BOX 310

MIDDLETOWN, NEW YORK 10940

(914) 343-0561

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

RAINEY S. TAYLOR (1896-1971)
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

February 25, 1985

JUDGEMENT SIGNED BY JUDGE
JAN. 16, 1985

REFER TO:K-17,196

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

RE: Lanc v. Lanc

d i

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. *WRITEN AS MAINTENANCE*

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

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

Michael H. Donnelly
MICHAEL H. DONNELLY

MHD/cmd
Enclosure

EXHIBIT "B"

44400

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

ATTORNEYS AT LAW

34 GROVE STREET-BOX 310

MIDDLETOWN, NEW YORK 10940

(914) 343-0561

January 14, 1985

NEY S. TAYLOR (1898-1971)
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

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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

REFER TO: K-17,196

DiNardo & Gilmartin, Esqs.
Washingtonville Professional Bldg.
90 East Main Street
Washingtonville, New York 10992

Attn: Robert E. DiNardo, Esq.

RE: Lanc v. Lanc

Dear Mr. DiNardo:

I have reviewed your letter of December 31, 1984. I agree that the interest of my client in your client's shares of 160 ^{\$1,633} Eustance and Horowitz is limited to 160 of 170 shares or the ^{BORROWED FROM} total value of \$57,966.40. I further agree that the interest ^{M.C. LIFE INS} of your client is limited to 16.3% 16.3% of \$32,489.12 (my accountant's calculation of partners' equity as of 3/31/84) is the sum of \$5,295.73. Therefore, the interest of your client in which my client is to share under the stipulation totals \$63,262.13. Her 1/3 share is the sum of \$21,066.29.

While there is no mention of interest in the stipulation, ^{DONNELLY DIFFERS FROM ACCOUNTANT} ^{JAN. 2, 1985} my recollection on that issue differs from yours. I specifically recall discussing interest and agreeing that interest would be paid, leaving the method of calculation to the judgment of the accountant(s). Such payments would not effect your client's maintenance deductions, for all the judgment says is that maintenance will be paid at the rate of \$350.00 per month through a specific date, which date will be more than six years in the future.

MY SHARES DEDUCTED ON TAXES AS MAINTENANCE (TAX FRAUD)

I DID NOT GET MAINTENANCE

JUDGMENT
DEFEND.
M.C. THERE IS
NO LOAN INCLD

1/14/85

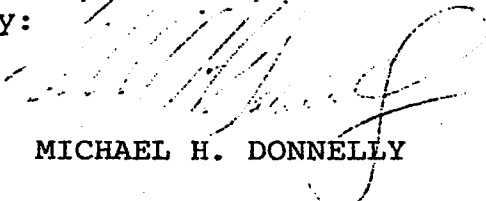
As to the loans you have mentioned, it is my recollection that (other than the portion of the outstanding Horton Hospital bill not covered by insurance) all debts were forgiven. This is so because had those loans not been made, pendente lite relief would have been applied for with the result being the same. When you provide proof of what portion of the outstanding Horton Hospital bill is not covered by insurance, we can subtract that amount from the \$21,066.29 figure. At that point, I will ask my accountant to provide us with a new amortization schedule.

WHERE IS IT?

On another matter. Your client's check #4810 payable to Cline, MacVean, Lewis & Sherwin, P.C. in the amount of \$2,600.00 was apparently lost in the mail after I endorsed it and sent it to my client. Would you kindly have your client stop payment on that check, then issue a new check in the same amount payable to Mariana Lanc.

Please call me to discuss this matter further.

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


MICHAEL H. DONNELLY

MHD/cmd

cc: Mrs. Mariana Lanc

ON WHAT ADDRESS?

POZNANKOVA
KOPIE

JOHN LANC,

Plaintiff,

- against -

MARIANA LANC,

Defendant.

JUDGMENT

Index No. 3218/84

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 preceeding 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 26, 1973.

~~---~~

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

b. That in December of 1983, and January of 1984, the defendant ^{PROOF!} purchased a gun, and threatened to kill the son of the plaintiff, and the defendant, and the plaintiff and herself after that.
NEVER PROVE - 4/1/84

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.
NO 2 NO PROVE

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.
NOT TRUE

(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.
= THERE WAS NO AGREEMENT
DE BARRER

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

JUDICIAL RECORDS

birthdays which fall on even numbered years; on alternate 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, ADJUDGED AND DECREED, that the plaintiff, 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

SIGNING DIVORCE DECREE

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

FILED IN AFTER SIGNING

FROM SAID

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 contributions from any and all such coverage shall belong to the plaintiff; and it is further

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SEPT. 1, 1992

[Signature]

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:

EUSTANCE & HOROWITZ, P.C. 2

- 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

(E2 1/2 SHARE?)
\$96,000

INCOMPLETE STATEMENT

I HAVE NO RECORDS OR ANY OTHER AGREEMENT THAN DIVORCE DECREE WHICH IS NOT SUFFICIENT AND UNCLEAR

in the year 2003; and it is further

WE WERE SAVING MONEY 19 1/2 YRS

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

JOHN L. HAS PROF. LICENSES IN SEVERAL STATES

DONNELLY DIDNT RESEARCH WHERE THE MONEY

to plaintiff's share all payments made by the plaintiff equal to
the reduction of the principal on the outstanding mortgage loan ^{at \$121 month}
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 ^{SIGNED DEC 28, 1984} ~~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 ^{AS OF APRIL 30, 1984} 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 a credit for a
CASH advance of \$3500.00 MADE
2. 11.84

26
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26
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26
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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, ADJUGED 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

*January 16, 1985
COSTA MEXICO*

ENTER :

[Signature]
Honorable Abraham Isseks

Consented To :

[Signature]
Robert E. DiNardo, Esq.

Dated December 28, 1984

[Signature]
Michael Donnelly, Esq.

Dated December 28, 1984

*Alfred P. Lacione Jr.
Deputy County Clerk
January 5, 1985*

Consented To :

[Signature]
John Lane

DATED DECEMBER 28, 1984

[Signature]
Mariana Lane

Dated December 28, 1984

839 A true record entered _____ at _____
7405, 85. 211
Marcion S. Murphy

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

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 *How Much*

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, ADJUGED 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

Dated: DECEMBER 28, 1984

Mariana Lanc

Mariana Lanc

Dated December 28, 1984

STATE OF NEW YORK
SUPREME COURT : COUNTY OF ROCKLAND
-----X
MARIANA LANC,

Plaintiff,

-against-

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

Defendants.
-----X

2/22/1988

INTERROGATORIES

Index No.

1988

SIRS:

The defendants, MICHAEL DONNELLY and CLINE, MacVEAN, LEWIS and SHERWIN, P.C., demand that the plaintiff, MARIANA LANC, answer, under oath, in accordance with Article 31 of the Civil Practice Law and Rules, the following interrogatories:

1. State plaintiff's date of birth.
2. State the date of birth of John Lanc.
3. State the date and place of marriage of plaintiff and John Lanc. Attach a copy of the marriage license and marriage certificate.
4. State the name, date of birth, and sex of any children born of the marriage between plaintiff and John Lanc.
5. Was plaintiff in good health at the time John Lanc commenced the action for divorce? If not, briefly describe her physical infirmities.
6. Was John Lanc in good health at the time he commenced the action for divorce? If not, briefly describe his physical infirmities.
7. If plaintiff ever matriculated in a college, university, vocational school, trade school or other institution of higher learning, list such institution or institutions by name, address, the

years of plaintiff's attendance at [redacted], [redacted], or certificate of completion, if any, which was conferred upon plaintiff.

✓ 8. State plaintiff's positions of employment, if any, from a point in time five years prior to her marriage to John Lanc up until the present. Include the nature of her employment, job title, dates of employment at each position and gross yearly salary from each position.

✓ 9. List plaintiff's gross yearly income for the five years prior to her marriage to John Lanc, the year during which the divorce action was commenced, and the year following plaintiff's divorce from John Lanc.

✓ 10. List each item of personal property including, but not limited to, household furnishings, jewelry, art, antiques, sets and collections, which plaintiff acquired before her marriage to John Lanc and which plaintiff still owned at the time of the marriage. If any of these items were sold, transferred, assigned or in any manner disposed of prior to plaintiff's separation from John Lanc, list, for each item, the method of disposition, the transferee, the date of transfer and the fair market value of the item at the time of transfer.

✓ 11. List all bank accounts, savings or checking, (individual, joint, totten trusts, certificates of deposit, treasury notes, etc.), held by plaintiff at the time of her marriage to John Lanc. Include the financial institution and cash value at the time.

✓ 12. List all bank accounts, savings or checking, (individual, joint, totten trusts, certificates of deposit, treasury notes, etc.),

held by John Lanc at the time of her marriage to John Lanc, and state the financial institution and cash value at the time.

✓ 13. List all securities, including bonds, notes, mortgages, stocks, options and commodity contracts, in which plaintiff owned an interest at the time of her marriage to John Lanc, and state the cash value of plaintiff's interest at the time.

✓ 14. List all securities, including bonds, notes, mortgages, stocks, options and commodity contracts in which John Lanc owned an interest at the time of his marriage to plaintiff, and state the cash value of his interest at the time.

✓ 15. List any loans or accounts receivable in which plaintiff held an interest at the time of her marriage to John Lanc and state the cash value of plaintiff's interest at the time.

✓ 16. List any loans or accounts receivable in which John Lanc held an interest at the time of his marriage to plaintiff and state the cash value of his interest at the time.

✓ 17. List any interest in a corporation, partnership, limited partnership, joint venture or commercial enterprise of any kind in which plaintiff held an interest at the time of her marriage to John Lanc and state the cash value of the interest at the time.

✓ 18. List any interest in a corporation, partnership, limited partnership, joint venture or commercial enterprise of any kind in which John Lanc held an interest at the time of his marriage to plaintiff, and state the cash value of the interest at the time.

✓ 19. List any life insurance policies, by carrier and policy number, in which plaintiff owned an interest at the time of her

✓ 26. List all vested interests in trusts, (pensions, profit sharing, legacies, deferred compensation, etc.), in which John Lanc owned an interest at the time of his marriage to plaintiff and state its cash value at the time.

✓ 27. List each item of property, real or personal, that plaintiff acquired during the period of her marriage to John Lanc by bequest, devise, descent or gift, and the fair market value of each item listed. If any of these items were sold, transferred, assigned or in any manner disposed of prior to plaintiff's separation from John Lanc, list, for each item, the method of disposition, the transferee, the date of transfer and the fair market value at the time of transfer.

✓ 28. List each item of property, real or personal, that John Lanc acquired during the period of his marriage to plaintiff by bequest, devise, descent or gift, and the fair market value of each item listed. If any of these items were sold, transferred, assigned or in any manner disposed of prior to John Lanc's separation from plaintiff, list, for each item, the method of disposition, the transferee, the date of transfer and the fair market value at the time of transfer.

✓ 29. List all income that plaintiff derived from compensation for personal injuries during her marriage to John Lanc.

✓ 30. List all property described as separate property pursuant to written agreement between plaintiff and John Lanc. List the fair market value of each item listed in the agreement at the time the property was acquired, at the time the agreement was executed, at the time of plaintiff's marriage to John Lanc, and at the time John Lanc commenced the action for divorce. Annex a copy of any such agreement.

✓ 31. List all property acquired jointly or individually by plaintiff and John Lanc by means other than bequest, devise, descent or gift during their marriage but before execution of a separation agreement or the commencement of a matrimonial action. For each item, list the name and address of the person or entity from whom the property was acquired, the date of acquisition and the fair market value of the property at both the time of purchase and the time John Lanc commenced the action for divorce.

✓ 32. If John Lanc was a student at the time of plaintiff's marriage to him, state the name of the school that he attended, and any degree, certificate of completion or certification conferred upon him.

✓ 33. State the positions of employment of John Lanc, if any, from the time of his marriage to plaintiff until the time he commenced the action for divorce. Include the nature of his employment, job title, dates of employment at each position and gross yearly salary for each position.

✓ 34. List each and every contribution which plaintiff made toward the acquisition of any property acquired by John Lanc after their marriage to which plaintiff does not hold title. Include the dates of such contributions, and attach any cancelled checks or receipts evidencing such.

✓ 35. List each and every contribution which plaintiff claims to have made to the career of John Lanc, including the date of such contribution.

36. List all bank accounts, savings or checking, (individual, joint, totten trusts, certificates of deposit, treasury notes, etc.),

held by plaintiff. For any such account, state:

- (a) Location (financial institution, address, account number).
- (b) Date of acquisition (date of opening).
- (c) Source of funds deposited.
- (d) Cash value at the time John Lanc commenced the action for divorce.

✓ 37. List all securities, including bonds, notes, mortgages, stocks, options and commodity contracts in which plaintiff owned an interest at the time John Lanc commenced the action for divorce. For each such security, state:

- (a) Its location (e.g. - financial institution, address, account number).
- (b) The title owner.
- (c) The date of acquisition of plaintiff's interest.
- (d) Original price of value.
- (e) Source of funds to acquire.
- (f) Estimated fair market value at the time John Lanc commenced the action for divorce.

✓ 38. List any loans or other accounts receivable from others in which plaintiff held an interest at the time John Lanc commenced the action for divorce. For each such loan or account receivable, state:

- (a) Its cash value at the time of separation.
- (b) The source of funds to acquire.
- (c) The date of acquisition.

partnership, joint venture, or other arrangement, in which plaintiff held an interest at the time John Lanc commenced the action for divorce. For each such interest, state:

- (a) Its cash value at the time of separation.
- (b) The source of funds to acquire.
- (c) The date of acquisition.

✓ 40. List any life insurance policies, by carrier and policy number, in which plaintiff owned an interest at the time John Lanc commenced the action for divorce.

✓ 41. List the make, model, and year of any vehicles (auto, boat, plane, truck, camper, etc.) in which plaintiff owned an interest at the time John Lanc commenced the action for divorce. For each such vehicle, state:

- (a) Its cash value when the divorce action was commenced.
- (b) The source of funds to acquire.
- (c) The date of acquisition.
- (d) The amount of any lien unpaid upon the vehicle at the time of the divorce action.

✓ 42. List all interests in real estate, (including all types of interests such as leaseholds, life estates, etc.), in which plaintiff held an interest at the time John Lanc commenced the action for divorce. For each such parcel of real estate:

- (a) Attach the deed or instrument by which plaintiff acquired her interest.
- (b) State the date of acquisition of plaintiff's interest.

(c) State the cash value of plaintiff's interest at the time of the divorce action.

(d) State the source of the funds with which plaintiff's interest was acquired.

✓ 43. List any vested interests in trusts, (pension, profit sharing, legacies, deferred compensation and others), in which plaintiff owned an interest at the time John Lanc commenced the action for divorce. State the date upon which plaintiff would be entitled to draw on such interests and the cash value of the amount plaintiff would be entitled to withdraw.

6 44. List all household furnishings in which plaintiff had an interest at the time John Lanc commenced the action for divorce.

Include:

- (a) The title owner of such furnishings.
- (b) The date of acquisition of plaintiff's interest.
- (c) The original price or value of the furnishing.
- (d) The source of funds with which the furnishing was acquired.
- (e) The estimated fair market value of the furnishing at the time of commencement of the divorce action.
- (f) The amount of any mortgage or lien unpaid upon the furnishing.

✓ 45. List any jewelry, art, antiques, precious objects, gold and precious metals in which plaintiff held an interest at the time John Lanc commenced the divorce action. For each such item, state:

- (a) The title owner.
- (b) The date of acquisition of each item.

date or dates upon which such threats were made, and give a brief description of the circumstances under which such threat or threats were made.

- (c) State whether plaintiff ever threatened to kill herself and, if so, list the date or dates upon which such threats were made, and give a brief description of the circumstances under which they were uttered.
- (d) State whether plaintiff ever threatened to kill her husband, John Lanc and, if so, state the approximate date or dates upon which such threats were made, and give a brief description of the circumstances under which they were uttered.
- (e) State whether plaintiff ever raised her voice while arguing with her husband, John Lanc, in front of their child or children.
- (f) State whether plaintiff ever accused her child or children of destroying her marriage and/or relationship with John Lanc.
- (g) State whether plaintiff ever addressed her child or children with profanity or in a profane manner.
- (h) State whether plaintiff has received psychiatric care since the date of her marriage to John Lanc and, if so, state the approximate dates of such treatment, plaintiff's reason for seeking treatment and the nature of any diagnosis of plaintiff's condition.

✓ 55. Does plaintiff claim that the disposition of the ~~condominium~~ in Lake Tahoe pursuant to the settlement of her marital action against John Lanc was otherwise than she desired and/or was entitled to? If so, state the disposition that plaintiff claims would have been proper and the basis for this claim.

✓ 56. Does plaintiff claim that the disposition of securities, (stocks, bonds, etc.), under the settlement of her marital action against John Lanc was otherwise than that to which she was entitled? If so, state the disposition that plaintiff claims would have been proper and the basis of this claim.

✓ 57. Does plaintiff claim that the award of use of the marital residence, (53 Vincent Drive), to John Lanc and/or the terms of its use and disposition pursuant to the settlement into which plaintiff entered were otherwise than plaintiff desired and/or was entitled to? If so, state the disposition of this matter which plaintiff claims would have been proper, including the specific terms which differ from those used, and the basis for plaintiff's claim.

✓ 58. Does plaintiff claim that the amount of cash assets, including IRA and Keough accounts, awarded to her pursuant to the settlement of her marital action against John Lanc was less than the amount to which she was entitled? If so, state the amount which plaintiff claims would have been proper and the basis of plaintiff's calculation of the figure.

✓ 59. Does plaintiff claim that the disposition of the interest in the enterprise "Hustis and Horowitz" under the settlement of her marital action against John Lanc was otherwise than that to which

plaintiff was entitled? If so, state the disposition that plaintiff claims would have been proper and the basis of this claim.

60. Does plaintiff claim that the disposition of the interest in the enterprise "Circleville Management Company" pursuant to the settlement of her marital action against John Lanc was otherwise than that to which plaintiff was entitled? If so, state the disposition that plaintiff claims would have been proper and the basis of this claim.

61. Does plaintiff claim that the provisions of the settlement agreement into which she entered relating to assisting John Lanc in recovering payments made on behalf of plaintiff for surgery were in any way improper? If so, state the basis of plaintiff's claim.

62. List every right, entitlement, asset and item of property, (real or personal), that plaintiff did not receive under the settlement of her marital action against John Lanc which plaintiff claims was due to her as "a fair remuneration for all her years of working with her former husband, and for all the opportunities she had foregone".

63. State every action taken by defendant, MICHAEL DONNELLY, in his representation of MARIANA LANC that plaintiff claims a reasonably competent attorney would not have done.

64. State every action plaintiff claims a reasonably competent attorney would have taken in his representation of MARIANA LANC that MICHAEL DONNELLY did not do.

Dated: Newburgh, New York
February 22, 1988

Yours, etc.,

DRAKE, SOMMERS, LOEB, TARSHIS
& CATANIA, P.C.
Attorneys for Defendants
One Corwin Court
P.O. Box 1479
Newburgh, New York 12550
Tel. No. (914) 565-1100

TO: PETER W. SLUYS, ESQ.
Attorney for Plaintiff
Box 3
117 North Middletown Road
Pearl River, New York 10965

THE STATE OF NEW YORK
SUPREME COURT : COUNTY OF ROCKLAND

-----X
MARIANA LANC,

Plaintiffs,

AFFIDAVIT OF SERVICE

-against-

Index No.

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

Defendants.

-----X

STATE OF NEW YORK)
) ss.
COUNTY OF ORANGE)

SANDRA B. VERNOOY, being duly sworn, deposes and says:

1. I am not a party to this action, am over 18 years of age, and reside at Newburgh, New York.

2. On February 22, 1988, I served a true copy of the annexed interrogatories in the following manner:

By mailing the same in a sealed envelope, with postage prepaid thereon, in a post office or official depository for the U.S. Postal Service within the State of New York, addressed to the last known address of the addressee(s) as indicated below:

PETER W. SLUYS, ESQ.
Attorney for Plaintiff
Box 3
117 North Middletown Road
Pearl River, New York 10965

Sworn to before me this
22nd day of February, 1988.

Sharon Foote

Notary Public

Sandra B. Vernooy

SANDRA B. VERNOOY

SHARON FOOTE
Notary Public, State of New York
Qualified in Orange County
No. 4826709 88
Commission Expires May 31, 19__

-----X
Petition of MacVean, Lewis, Sherwin,
McDermott & Rosenstein, P.C., to
determine and enforce its lien for
legal services rendered on behalf of
MARIANA LANC, in the matter of

JOHN LANC,

Plaintiff,

- against -

AFFIRMATION

Index No. 3218/84

MARIANA LANC,

Defendant.
-----X

MICHAEL H. DONNELLY, an attorney admitted to practice in the
Courts of the State of New York, hereby affirms, under penalty of
perjury, that:

I am associated with the firm of MacVean, Lewis, Sherwin,
McDermott & Rosenstein, P.C., the petitioner in the above captioned
action and, as such, am familiar with the facts and circumstances
surrounding this case and with the prior papers and proceedings had
herein. This affirmation is submitted in support of petitioner's
application for an order determining and fixing its retaining and
charging lien in this matter. All statements of fact contained herein
not on personal information are upon information and belief, the
source of the information and ground for the belief being an
examination of the file maintained by my office in this matter.

Since April of 1984 I have acted as attorney for the defendant
in the above captioned action. At the inception of my representation

EXHIBIT "D"

JULY 31/1991

services at the rate of \$75.00 per hour. Mariana Lanc also agreed to reimburse petitioner for all disbursements incurred in the prosecution of this action. At no time has Mariana Lanc paid any sums to my office pursuant to that agreement, nor has she once explained her refusal to do so.

I TOLD DONNELLY THAT MY HUSBAND WILL PAY IT ALL BECAUSE I HA NO JOB AND

Due in large measure to the uncooperativeness of the defendant, this has been a difficult file from the beginning. The defendant initially refused to permit me to undertake any financial disclosure in this matter, nor would she allow me to interpose a counterclaim on her behalf until after the matter was on the trial calendar. - NOT TRUE

Defendant would alternate between wanting to waive all support and leaving the house to her husband and child and taking off for Australia on the one hand, and desiring to "take the plaintiff for all he was worth" on the other. I have spent a total of 31.4 hours during the course of handling this matter. All of those hours are documented on exhibit "A", annexed hereto. In addition, \$439.55 in disbursements have been incurred - again, reflected on exhibit "A". The time spent was necessary to advance the interests of the defendant. The disbursements are modest and were, once again, necessarily incurred in the representation of the defendant.


NOT TR

It should be noted that the defendant is employed at the present time. Additionally, she is receiving, pursuant to the judgment of divorce, the sum of \$350.00 per month from the plaintiff. It is apparent, therefore, that the defendant has the means to pay petitioner for its services, but is merely refusing to do so.

NOT A

1 to 2 to 3 to 4 to 5 to 6 to 7 to 8 to 9 to 10 to 11 to 12 to 13 to 14 to 15 to 16 to 17 to 18 to 19 to 20 to 21 to 22 to 23 to 24 to 25 to 26 to 27 to 28 to 29 to 30 to 31 to 32 to 33 to 34 to 35 to 36 to 37 to 38 to 39 to 40 to 41 to 42 to 43 to 44 to 45 to 46 to 47 to 48 to 49 to 50 to 51 to 52 to 53 to 54 to 55 to 56 to 57 to 58 to 59 to 60 to 61 to 62 to 63 to 64 to 65 to 66 to 67 to 68 to 69 to 70 to 71 to 72 to 73 to 74 to 75 to 76 to 77 to 78 to 79 to 80 to 81 to 82 to 83 to 84 to 85 to 86 to 87 to 88 to 89 to 90 to 91 to 92 to 93 to 94 to 95 to 96 to 97 to 98 to 99 to 100

WHEREFORE, it is respectfully requested that the application of petitioner MacVean, Lewis, Sherwin, McDermott & Rosenstein, P.C. be, in all respects, granted.



MICHAEL H. DONNELLY