

IN THE SUPREME COURT OF OHIO

Prouse, Dash & Crouch, LLP : Case No. 06-0957
:
Appellant, : On Appeal from the
: Cuyahoga County Court
: of Appeals, Eighth
v. : Appellate District
:
Bruce Anthony Gorcyca, et al. :
:
Appellee.

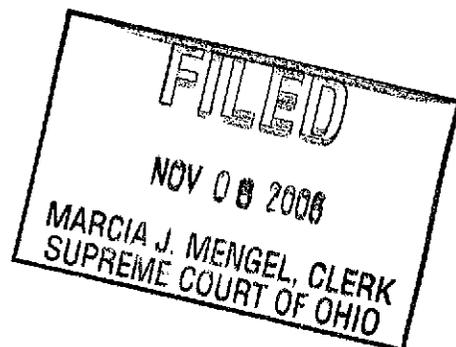
SUPPLEMENT OF APPELLANT PROUSE, DASH & CROUCH LLP

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Respectfully submitted,



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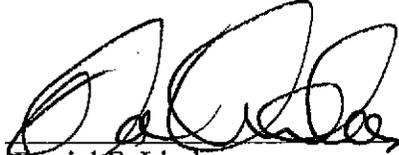
Attorney for the Appellant

CERTIFICATE OF SERVICE

A copy of this Supplement of the Appellant was sent by ordinary mail on this 6th day of November, 2006.

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IN THE CUYAHOGA COUNTY COURT OF COMMON PLEAS

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PROUSE, DASH & CROUCH, LLP)
)
Plaintiff,)
V.)
BRUCE ANTHONY GORCYCA,)
DIMARCO, ET AL.,)
)
Defendants.)

CASE NO. 498823
VOLUME 1

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TRANSCRIPT OF PROCEEDINGS
Tuesday, March 30, 2003

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Transcript of proceedings before the Honorable
Janet R. Burnside, Judge, Court of Common Pleas, taken by
me, Vanessa A. Smith, Court Reporter, at the offices of
The Cuyahoga County Bar Association, 526 Superior Avenue,
1240 Leader Building, Cleveland, Ohio, 44114, commencing
at 11:15 a.m., the day and date above set forth.

1 circumstances in western Canada, I became an insurance
2 investigator and adjuster. And in 1984, I went back to
3 law school at Queens University in Kingston. I did five
4 terms in Queens University in Kingston towards my bachelor
5 of laws. One term at the University of Detroit at their
6 London, England campus, and then articulated in Calgary,
7 Alberta where I practiced primarily oil and gas law for a
8 period of two years. Eventually, again, as a result of
9 economic issues in western Canada, returning to Ontario
10 where I was called to the bar in Ontario as a barrister
11 and solicitor in 1990.

12 Q. For a quick explanation, could you define what a
13 barrister and a solicitor are?

14 A. In England there are barristers and solicitors.
15 That terminology has come to Canada. In England there is
16 a divided profession. However in Canada there is a fused
17 profession where everybody that's a lawyer is both a
18 barrister and a solicitor. There remains in Canada a
19 distinction between barrister's work and solicitor's work,
20 although it's performed by persons licensed to do both.
21 Essentially a barrister appears before courts. Certainly
22 in England they have exclusive rights to appear before the
23 superior courts. And the solicitor solicits a writ,
24 provides pleadings, provides documentation, drafts
25 contracts, handles client's trust money, and does various

1 things that a barrister is prohibited from doing in a
2 split profession system. But in Canada we practice both
3 as barristers and solicitors, essentially as attorneys do
4 in the United States.

5 Q. So you're a barrister and solicitor. Tell us
6 more about your professional background.

7 A. In 1992 I challenged the exams in England and
8 Wales to become a member of the Law Society of England and
9 Wales, where I obtained a degree as solicitor upon
10 admission there. I presently practice in Grafton, Ontario
11 in courts throughout Ontario. I have conducted trials in
12 Virginia, White Horse and the Yukon Territories, British
13 Columbia, Alberta, Saskatchewan, and I've been consulted
14 with respect to a corruption matter in New Brunswick that
15 hasn't gone to any court appearances yet.

16 Q. What is your background in handling criminal
17 legal work, in particular extradition?

18 A. I have done two fairly major extradition cases.
19 One of them was, to the best of my knowledge, the first
20 Internet terrorist requested for extradition from Canada
21 to the United States, Mr. Eugene Caspera. And then I
22 acted on this matter.

23 There have been a number of changes in Canadian
24 extradition law. This one arose after the change in the
25 law. I took some seminars with respect to extradition law

1 and did some research with respect to the new procedures
2 and the new avenues of defense and opposition that arise
3 as a result of the new laws and new procedures and the
4 chartered rights. And, essentially, this was a case that
5 was forging forward in fairly new territory under a new
6 extradition act that incorporated new philosophies and
7 concepts.

8 Q. What is your relationship to the law firm of
9 Prouse, Dash & Crouch, LLP?

10 A. I'm a partner at a law firm of Prouse, Dash &
11 Crouch, LLP. After practicing in Alberta, I returned to
12 Ontario, and I served articles of clerkship at Prouse,
13 Dash & Crouch from late 1989 to 1990 and then was admitted
14 as a barrister and solicitor with that firm in 1990 and
15 became a partner February 1, 1992.

16 Q. With regard to how lawyers take on clients in
17 Canada, can you tell us what procedures are normally
18 involved, contracts to represent or the like?

19 A. There are often engagement letters. In fact my
20 firm now uses an engagement letter on virtually every
21 retainer. It wasn't always the case. And there is no
22 engagement letter or contract required at Ontario law.
23 The issue is the services that are provided and the
24 underlying factual basis about what interest are being
25 severed and who retained and instructs counsel. For

1 emotional reasons, for financial reasons, for the
2 financial benefit of the family unit, and for any
3 number of reasons. Likewise an individual may
4 contract for services for a corporation, either
5 jointly and severally with the corporation that
6 they seek the services for. And from time to
7 time corporations will ask for services for an
8 individual whereunder the corporation pays for
9 the services and observes the financial contract,
10 but it's the individual that has the point in
11 issue before the Court that has to be dealt
12 with. And so there are two aspects to a
13 solicitor/client relationship. In Ontario one of
14 them is the financial and contractual
15 arrangements for the provision of services; the
16 other is for the interests that are being served
17 and the context, and they may be one in the same
18 or they may be different.

19 BY MR. LINDNER:

20 Q. Before we get on to that, tell us about the sales
21 tax issue.

22 A. Well, in Ontario -- in Canada the federal
23 government enacted an amendment to the Excise Tax Act in
24 the late '80s, under which they abolished what's formally
25 known as the manufacturer's sales tax, which is a federal

1 tax. That tax was for the production of goods, and, I
2 believe, it was at 12 percent. And in order to more
3 fairly represent the economy, the government decided that
4 they would add what they called a goods and services tax,
5 which was a consumption-based tax on a broader base but at
6 a lessor rate. That consumption tax for goods and
7 services applies similar to a sales tax, but in essence
8 it's a value-added tax, and it's exigible as against
9 virtually all goods and services.

10 THE COURT: Exigible. How do you
11 spell that?

12 THE WITNESS: E-x-i-g-i-b-l-e.

13 THE COURT: And what does that
14 mean?

15 THE WITNESS: Collected by the
16 government -- payable to the government in
17 respect of.

18 THE COURT: And use it in that
19 sentence, again, for me.

20 THE WITNESS: That tax, it's a
21 value-added tax that is exigible as against the
22 supply of virtually all goods and services,
23 subject to some exemptions.

24 THE COURT: Would a synonym for
25 the word be, "levied?"

1 THE WITNESS: It could be. It's
2 sort of an amalgamation of levied, payable, due
3 and collectable.

4 THE COURT: And what do you mean
5 by value-added?

6 THE WITNESS: The goods and
7 services tax is applicable as against goods and
8 services that are transferred from one person or
9 entity to another. But there's an offset in
10 credit as against the amount of goods and
11 services that have been paid by a commercial
12 entity in order to conduct it's business. For
13 instance, the operator of any business would
14 deduct -- would receive a credit for all of the
15 goods and services tax that they paid for the
16 purchase of goods and services that went into
17 operating their business. Then they operate
18 their business, add their profit, add their value
19 or whatever it is that they contribute to it, and
20 then resell the finished product, they charge
21 goods and services tax on that. And the
22 difference between the amount -- the input credit
23 and the export credit is the amount that is
24 remitted by the tax collector, who is required to
25 charge the tax to the end user.

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THE COURT:

Thank you.

BY MR. LINDNER:

Q. Now given that scenario, with legal services, is there any tax paid for any input?

A. Oh, yes. Absolutely. There's a deferral on tax -- on all of the input that the entire firm or operation pays in conducting its business. And then it adds whatever it adds to it and collects the tax on the value. There are certain things that are exempt from the goods and services tax. However, legal services to anybody in Ontario is not one of them. And primarily in the business of providing legal services virtually all of the tax is as a result of the value added by the law firm. The reason for that is that the cost of supplies upon which goods and services tax are charged in a law operation is minimal compared to the input of the people and the time, and so on and so forth, which is by far in a way the largest share of the value that is contributed in the goods and services that are sold.

And so essentially the vast majority of all the goods and services are charged -- tax charged on legal services is for the added value that is contributed. Because the cost of the paper and the toner, and the -- is minimal compared to the salaries which are not subject to legal services and the fees of the lawyers, which there is no

1 input tax credit for.

2 Q. I guess that answers my next question, which
3 would be: What is an input. In this scenario, so it's
4 the paper, and the toner, and the law books?

5 A. The paper, the toner, the law books, the lease on
6 vehicles, anything that the goods and services tax is
7 exigible against.

8 Q. But paying attorney's fees, or paying attorney
9 salaries does not count?

10 A. Not attorney salaries, not staff salaries, not
11 assistants, not receptionists, not accounting staff.

12 Q. Now when does this tax get paid before or --
13 actually when does this tax get paid?

14 A. Depending on the value of goods and services that
15 one sells in a year, we're on a reporting basis that is
16 either monthly quarterly or annually. In our case it's
17 quarterly. And at the end of each quarter we're required
18 to remit the value-added portion of goods and services tax
19 that we have charged on all accounts rendered whether or
20 not they have been collected.

21 Q. So with respect to a individual file, at what
22 point in time does the tax trigger?

23 A. The tax is payable on the next returning date,
24 which would be the next end of the quarter during which
25 the invoice is issued as a payable invoice.

1 specifically about your clients as they relate to this
2 case. Can you tell the Court who were your clients?

3 A. I was in my office when I was approached by my
4 partner, Mr. Ralph Yarshel. He indicated that he needed
5 to go to the Metro West Detention Center in Toronto to
6 interview a client concerning a civil matter. He advised
7 me that my partner, Mr. David Dash, had done a real estate
8 transaction for a couple earlier and that he had been
9 consulted by the wife to bring an action -- essentially an
10 action in negligence and responsibility as against the
11 custodial authorities in Ontario at the Metro West
12 Detention Center concerning an assault of Tony while he
13 was in custody and that he has been consulted by the wife
14 in that regard. And then what was being considered was an
15 action under the common law, joined with an action brought
16 pursuant to the statutory provisions of the Family Law Act
17 of Ontario, which says that where anybody becomes the
18 victim of a tort, certain bounds of relationship are
19 entitled also to sue for the tortuous damage that has been
20 suffered by an individual. So the initial contact was a
21 contact by Lynda to invite the firm to act on behalf of
22 her and her husband in an action in tort, combined with
23 the statutory provision of the Family Law Act to sue the
24 custodial authority.

25 Mr. Yarshel and I drove to the Metro West Detention

1 Center. I don't believe he had ever been in a detention
2 center in his career before, and we met with Tony at that
3 time. By the end of the meeting Mr. Yarshel had indicated
4 to Tony that the areas that he was dealing with were
5 better suited to my practice and that if he wanted to
6 continue with the firm, that he would have to arrange to
7 retain me specifically at the firm. Although it was --
8 it's true that in Canada when you retain a lawyer, you
9 retain the entire firm. And that's just as a matter of
10 the business operation, the entity under which services
11 are provided and the common law with respect to client
12 relationships and confidentially, and conflicts, that says
13 that a firm acts for the client, not the individual
14 lawyer.

15 And so Lynda came into my offices sometime later, met
16 with me and provided us with the retainer. And she
17 continued to make phone calls to me within which she
18 conferenced Tony from the detention center. So we would
19 have regular three-way conversations concerning what I was
20 being asked to do and what I was being expected to do and
21 what they were hoping to achieve and how much the fees
22 would be for those various things.

23 At the time Tony was being represented by another
24 lawyer by the name of Marshall Drutarsh in Toronto, who
25 was on the record both in the extradition matter and in

1 the immigration matter. Mr. Drutarsh specializes in
2 immigration law with some exposure, as well, as to
3 extradition. And at that time I was brought in to the
4 matter in consultation with Mr. Drutarsh primarily with
5 respect to the contemplated civil action. But secondarily
6 it was felt by Mr. Drutarsh that because I had a
7 background of service with the Royal Canadian Police, the
8 Federal Police Force, that it's possible that I might be
9 more successful in negotiating something with the United
10 States attorney. And secondly, because in the context of
11 the immigration release hearings Mr. Drutarsh required
12 some evidence from Cleveland, Ohio; and with my background
13 as an investigator, coupled with my ability to take sworn
14 statements as a notary, he invited me to come to Cleveland
15 to interview some witnesses concerning a critical issue in
16 the immigration release hearings.

17 MR. LEARY: Your Honor, it's not
18 relative to any question. We're just doing an
19 investigation.

20 THE COURT: Are you questioning
21 the relevancy?

22 MR. LINDNER: I don't know if he's
23 questioning the relevancy or the responsiveness
24 to the question. I guess the question ultimately
25 was, who were your clients.

1 THE COURT: So he said
2 relevancy. So taking him at his word, you want
3 to speak your relevancy?

4 MR. LINDNER: This is all very
5 relevant, because it's going to ultimately speak
6 to the issue of the work that was performed, the
7 complexity of it and it's a foundation type --

8 THE COURT: As for Bruce, we
9 don't care about complexity, do we?

10 MR. LINDNER: But with regard to
11 his wife, Lynda, we do. And the reason -- and we
12 do care about complexity even with Bruce because
13 of the credibility of his statement. The defense
14 is going to be proffered as to this is going to
15 be a flat-rate fee. These cases are so complex
16 that nobody could possibly know what would be
17 involved. And so in that regard we're not going
18 to give every detail of what happened but we are
19 planning on giving some basic details for the
20 Court to understand the complexity --

21 THE COURT: Overruled. Proceed.

22 THE WITNESS: So, I had attended at
23 Cleveland and I took statements from a number of
24 people directed at establishing that Tony had
25 been out of the country within six months of

1 arriving, which was one of the critical issues
2 upon which immigration was holding him.

3 And then the second thing that I did on that
4 trip was that I attended at the residence on
5 Gilbert in Parma, because there were issues that
6 he had testified about there that needed to be
7 verified.

8 And then lastly, I attended at Brooklyn to
9 meet with the U.S. Attorney.

10 THE COURT: Sir, when you say you
11 attended, that does not make any sense to me,
12 because you're using attended differently than I
13 am accustomed to. Is there a synonym you can
14 give me?

15 THE WITNESS: I'm sorry. I went to
16 the house in Parma for the purpose of observing
17 certain things that he wanted to have evidence
18 about.

19 THE COURT: So now you can use
20 attending.

21 THE WITNESS: And then I went to
22 Brooklyn where I met with the U.S. Attorney in
23 the hopes of negotiating an arrangement for him.

24 THE COURT: Would that be
25 Brooklyn, Ohio, or Brooklyn, New York?

1 THE WITNESS: Brooklyn, New York.

2 THE COURT: Mr. Lindner, do you
3 want to question?

4 BY MR. LINDNER:

5 Q. Sure. The bottom line before me at this point in
6 time: Who is your client as you are performing these
7 services?

8 A. Both Lynda and Tony.

9 Q. What you -- you discussed the background here.
10 What was the scope of your retention by Lynda and Tony
11 with respect to legal services in this case?

12 A. The scope evolved from moment to moment
13 throughout the engagement. It started off to bring a
14 civil case. Then it became an investigative retainment.
15 Then became a negotiation with the United States
16 Attorney. Following that, Lynda and Tony instructed me
17 with respect to some commercial --

18 THE COURT: Off the record.

19 ---o0o---

20 Thereupon, a discussion was
21 had off the record.

22 ---o0o---

23 Thereupon, a portion of the
24 record was read.

25 ---o0o---

1 BY MR. LINDNER:

2 Q. Would you further describe the scope of what your
3 work was on this case.

4 A. Following the initial engagement I had some
5 instructions from Pacific Blue Productions Inc., which is
6 a wholly-owned corporation, owned and operated by Lynda in
7 Ontario. And in that regard I was asked to assist them
8 with the bringing of various sex creams to the market.
9 One was a lip enhancer. One was a breast enhancer. One
10 was a female Viagra cream, and various things. There was
11 another project that they were working on to take a
12 company to market that was making fabrics from basso from
13 Czechoslovakia and also structural -- composite structural
14 things that I spent a number of days assisting her company
15 with. There was a project where they were making a
16 product called bubble tea, which was a fruit-flavored
17 bubble tea.

18 Q. T-e-a.

19 A. T-e-a. Which was a fruit-flavored milky drink
20 filled with large tapioca wads. And there were just a
21 whole range of various commercial things that they asked
22 me to do. And Lynda had an idea for a marketing scheme
23 that she wrote to Hallmark about. And she alleged that
24 Hallmark had appropriated her idea from her letter and
25 taken it to market without paying her any compensation.

1 And again, they wanted me to take on some intellectual
2 property litigation as against Hallmark.

3 And so time was expended on all of these things for
4 Lynda and her company and, of course, with all of the work
5 on the extradition case where she didn't want her husband
6 to go back to the United States. I really didn't have
7 very much involvement in the immigration case at all. He
8 eventually came to be released. But in the course of
9 doing that, he and Lynda instructed me to attend that, go
10 to and appear in the Superior Court of Justice in Toronto
11 and support as a witness of a self-represented habeas
12 corpus application that he had brought. And there were
13 some issues there that they required research and
14 assistance with concerning jurisdiction, because
15 immigration is a federal jurisdiction, but he was
16 insistent on bringing his habeas corpus application in the
17 Superior Court of Justice, because for some reason he
18 didn't trust the Federal Court.

19 And so a great deal of time was expended on the
20 instruction of both of them in all of these various
21 commercial activities as well as the extradition and the
22 immigration matter. And at one point they were in the sex
23 show at the Canadian National Exhibition plying their
24 wears, and Tony was arrested for breach of his
25 recognizance, for not being home in Massasauga by his

1 curfew. And I was retained at that point to represent him
2 in a trial for a breach of recognizance, which was
3 successfully resolved without a conviction, without any
4 admissions.

5 And in respect of that Lynda attended on every court
6 appearance, on every instruction at the office. In fact,
7 Lynda paid all of the money that I had received to date,
8 either personally or through her wholly-owned
9 corporation.

10 THE COURT: Say that, again.

11 Lynda what?

12 THE WITNESS: Lynda paid all the
13 money that has been paid to our firm in respect
14 of the representation, either personally or
15 through her wholly-owned corporation, Pacific
16 Blue Productions Inc., with the exception of one
17 sum; and that was from money that was in a joint
18 account that Tony had with his mother. And on
19 one of the trips that I made to Cleveland for
20 him, I attended with the power of attorney and
21 sought proof of death with the mother in order to
22 withdraw the funds from that bank and take them
23 back to him. And of that he provided 50 percent
24 of that -- of those funds towards the firm's
25 account. That was \$2500 U.S. that we received in

1 regard.

2 BY MR. LINDNER:

3 Q. With respect to all of that work -- actually
4 before I get to that -- with respect to Pacific Blue, you
5 indicated that that's wholly-owned by Lynda?

6 A. Yes, that's correct.

7 Q. I'm going to show you what's been marked as
8 Plaintiff's 3.

9 MR. LEARY: Okay, Your Honor.

10 THE COURT: Proceed.

11 BY MR. LINDNER:

12 Q. Can you tell me what that document is?

13 A. This is a corporation profile report -- that I
14 obtained by doing a search of the Ontario corporate
15 records that indicate that Pacific Blue Production, Inc.,
16 is an active Ontario business corporation. And the report
17 reveals that the only person that's listed as directed --
18 director or officer, and, in fact, the first director, is
19 Lynda Yum DiMarco.

20 Q. And that's reflected on the second page, is that
21 correct?

22 A. That's correct.

23 Q. Did you ultimately invoice your clients to
24 itemize the work that you performed on this file?

25 A. Yes. There were essentially three invoices

1 rendered. One of them was in respect to the defense on
2 the breach of recognizance. One of them was an original
3 invoice that was rendered while he was still in custody,
4 was rendered at his request. And he requested it for a
5 number of reasons: One, to know where his account was and
6 how much he was being charged. And two, because he had
7 made arrangements with somebody in Florida to seek to have
8 money released from an account that had been seized by the
9 Securities and Exchange Commission, and he wanted the
10 account released for the payment of legal fees. And he
11 thought that he had somebody that could do that. So he
12 asked for the first invoice to be rendered in that
13 regard. And it was delivered to him while he was still in
14 jail. And it was rendered as a statement of fees. It
15 wasn't rendered as a fully-payable invoice upon which
16 demand was made at that time, because of the fact that I
17 would then have to take that into income and pay tax on it
18 in that year; rather I treated it as this is a full form
19 invoice that will become a formal and proper -- due and
20 payable on payment, so that it would not be necessary to
21 record it as a receivable and pay tax on it. That's done
22 from time to time when there's doubt about whether or not
23 the payment on an invoice will be received within the
24 taxation year that it's issued.

25 The second invoice was rendered well on into the

1 proceedings after my partners got to the point where they
2 said, you've expended a great deal of time on this on we
3 want some assurance that the partnership is eventually
4 going to be paid. And that's the second invoice, it's
5 there (indicating), that includes both the previous
6 balance and the last invoice.

7 Q. Okay. I'm going to show you what's been marked
8 as Plaintiff's Exhibit 1.

9 MR. LEARY: This is the entire
10 packet?

11 MR. LINDNER: Yes.

12 BY MR. LINDNER:

13 Q. I'm showing you what's been marked as
14 Plaintiff's Exhibit 1. Can you please tell the Court what
15 that is.

16 A. This is an invoice issued January 29, 2004,
17 issued following discussions with Mr. DiMarco, Tony,
18 wherein he was asked to provide security for the eventual
19 payment of fees. The invoice includes both the earlier
20 invoice that was delivered while in custody. The fees
21 after that point and attached to it are the trust
22 statements of money received by the firm and paid out, and
23 the PC Law sample account that has the time detail for the
24 fees charged. This invoice represents all of the fees
25 that we claim from Mr. DiMarco, Tony. It does not include

1 all of the time that we spent and all of the services that
2 we provided to him, for, indeed, there was contact with
3 him for virtually an hour on every date. And I simply did
4 not log, docket, or ever purport to charge him for all of
5 the time that he was demanding.

6 Q. Again, I think the way you just phrased that --
7 are you saying that you did not bill for all of the time
8 that you spent on this file; that you gave him some free
9 time.

10 A. Yes. An immense amount.

11 Q. Now, this invoice reflects all of your -- well,
12 it reflects the time expended that you were charging for,
13 your costs advanced and the sale taxes paid?

14 A. Yes.

15 Q. So to date, as we sit here, aside from any
16 interest that might be owing on these matters, what is the
17 present balance that is owed to Prouse, Dash & Crouch?

18 A. \$250,875.71.

19 THE COURT: I assume that's in
20 Canada dollars.

21 MR. LINDNER: That is in Canadian
22 dollars, correct?

23 THE WITNESS: Yes.

24 BY MR. LINDNER:

25 Q. And what is the Canadian exchange rate?

1 \$75 an hour when he was an article clerk starting about a
2 month before Tony came into our offices, and I believe his
3 present rate is \$175 an hour.

4 Q. These invoices and sample invoices, you caused
5 them to be delivered to the defendant?

6 A. I did.

7 Q. Has the defendant contacted you in any way
8 disputing those invoices?

9 A. Following the point at which my partner said that
10 we had given too much work away to him on credit and that
11 we required some security to continue, he started to raise
12 objections and stories and things in response. At that
13 point I had simply said to him, "My partners have required
14 that I get security for the eventual payment of our fees.
15 We will continue to work for you. We're not asking for
16 cash right now. We simply want some security that we will
17 eventually be paid." And at the time he came up with some
18 stories that, no, this was a fixed-fee arrangement and
19 that -- for first time he told me that the house that he
20 always referred to as his house was no longer registered
21 in his name but had been transferred to his wife, his
22 second wife. He also told me that the reason that it had
23 been transferred to his second wife was because he had a
24 first wife, one Magalee Perez, who had a claim against him
25 for support, and he wanted to keep that house out of that

1 reach.

2 And then as I did investigation about the title, I
3 learned further things about the sequencing about that
4 transfer. And he engaged in telling me about various
5 propositions of a non-existent fixed-fee arrangement that
6 he said that we had come to. At points he said the
7 arrangement was \$150,000 for everything. At points he
8 said it was \$250,000 to go to the Court of Appeal in
9 Ontario. At points he said it was \$300,000 to go all the
10 way to the Supreme Court of Canada, and on all occasions I
11 told him I simply do not do fixed-fee agreements on open-
12 ended matters where I have no idea how much work is going
13 to be involved.

14 And, in fact, with respect to going to the Supreme
15 Court of Canada, I've been to the Supreme Court of Canada,
16 but I have no idea whether this case would ever have the
17 merit or the leave to get there. And it would be
18 absolutely ridiculous to quote anything to go to the
19 Supreme Court of Canada without knowing whether or not
20 there are going to be issues that were subject to going
21 there.

22 Q. Now, you're stating that you refused the flat-fee
23 arrangement, and the defendants are going to present that
24 you accepted it. What evidence do you have to support
25 your proposition that no flat-fee arrangement was ever

1 intended?

2 A. Well, he didn't discuss the flat-fee arrangement
3 until after I was required by my partners to acquire
4 security. And it was never discussed or contemplated at
5 any time before that except that it didn't happen. And,
6 in fact, never in my career have I even offered a flat-fee
7 arrangement on anything except very minor cases, such as a
8 one-day trial for driving under the influence. Except on
9 one case, and I wasn't given that retainer at the end of
10 the day anyway.

11 Q. Where there any witness?

12 MR. LEARY: Excuse me.

13 MR. LINDNER: I'm sorry.

14 MR. LEARY: Can we have a date
15 when the partners demanded payment?

16 THE COURT: Thank you, Mr. Leary.

17 THE WITNESS: I don't have an exact
18 date when they -- we had discussions about it
19 from time to time all the way along. It would
20 have been in the latter part of 2003.

21 BY MR. LINDNER:

22 Q. Would any of the invoices help you date refresh?

23 A. Some of the correspondence in the boxes that we
24 have would assist me to determine the first date that I
25 wrote to him. But there were discussions with him before

1 CD rom for delivery to defendant's counsel that included
2 all of the electronic documents, all of the faxes that I
3 had received, all of the e-mails that I had received, all
4 of the draft documents and everything in my file for
5 inspection by defendant's counsel. I delivered them to
6 the offices of Lindner Crane on that Saturday when I met
7 Mr. Nick Sadati and left the entire package for inspection
8 at the defendant's request.

9 Q. So discussion about defense counsel not having
10 seen these documents before, it's not the result of us not
11 providing them; is that fair to say?

12 A. That's correct. They were there.

13 Q. With respect to -- you had mentioned that when
14 you requested security for the debt, and at that point
15 Bruce or Tony told you that he had transferred the house
16 out of his name to his second wife's name, is that
17 correct?

18 A. Yes. He had always referred to the house in
19 Parma as his house throughout the proceedings. The first
20 notice that I got that he had in any way transferred it
21 was at the time we raised the issue of pledging security
22 for the eventual payment of our account. And at that time
23 he first said that he had transferred it to his present
24 wife, and we had a discussion about the reasons for that.

25 Q. What is your understanding of how Tony came into

1 position of that house?

2 A. He came into possession of the house from his
3 mother's estate. His mother had died, and the house was
4 transferred to him. I don't recall whether it was
5 immediately before her death, by transfer, or whether it
6 was following the death that I obtained a copy. Actually,
7 my counsel obtained a copy of the transfer from the
8 registry here. And I made some observations about the
9 timing of those things later.

10 Q. Showing you what's been marked as Plaintiff's
11 Exhibit 8. What are we looking at with Plaintiff's
12 Exhibit 8?

13 A. Plaintiff's Exhibit 8 is a quit-claim deed
14 obtained from the -- I guess the Cuyahoga County registry
15 office, indicates a transfer from Martha Helen Gorcyca to
16 Bruce Anthony Gorcyca DiMarco. It appears to have been
17 registered on October 2, 1998, transferring the property
18 on Gilbert Avenue, 5810 Gilbert Avenue, Parma, Ohio, to
19 Tony.

20 Q. Let me show you what's been marked as Exhibit 9.
21 What are we looking at in Plaintiff's Exhibit 9?

22 A. Exhibit 9 is a quit-claim deed, again, received
23 from the office of the Cuyahoga County Recorder. It is a
24 transfer of the same property dated the 15th of June 1999,
25 transferring the property from Tony to Gihigh Yum, his

1 wife, Lynda, known in these proceedings, for the price of
2 \$100. And it appears to be registered at the Cuyahoga
3 County Recorder's office on July the 27, 1999. Do you
4 want the registration number?

5 A. No.

6 THE COURT: Off the record.

7 ---o0o---

8 Thereupon, a discussion was
9 had off the record.

10 ---o0o---

11 BY MR. LINDNER:

12 Q. And your understanding as to why the transfer
13 occurred, is what?

14 A. Well, I guess there's two understandings that I
15 have about that. One of them is --

16 MR. LEARY: Objection, as to what
17 his understanding is.

18 THE COURT: Overruled. Proceed.

19 THE WITNESS: Well, I have two
20 understandings. The first understanding from
21 what was imparted to me in my discussions with
22 him, that there was a former wife that was
23 looking for support, and that it was transferred
24 to his wife -- a second wife to be sure that it
25 wouldn't be lost.

1 And the second understanding that I have, I
2 learned during the course of the extradition
3 representation. There is evidence in the brief
4 by the United States government seeking his
5 extradition. There was telephone conversation
6 between FBI special agent --

7 MR. LEARY: Objection.

8 THE COURT: Grounds?

9 MR. LEARY: Hearsay.

10 THE COURT: I think that the
11 objection must be granted. It sounds like
12 hearsay. It sounds like you're using it for the
13 truth of the content.

14 BY MR. LINDNER:

15 Q. Did you actually perform an investigation
16 yourself into the facts surrounding this transfer?

17 A. I had discussions with some federal special agent
18 in Spain including Greg Coleman.

19 MR. LEARY: Objection.

20 THE COURT: The objection is
21 overruled. He's welcome to talk about the fact
22 that he talked.

23 BY MR. LINDNER:

24 Q. And from those discussions did you perform
25 further investigations?

1 A. Yes. I had further discussions and
2 investigations with Mr. DiMarco, with his wife, Lynda, and
3 upon a review of the documents in the record that I was
4 dealing with in the extradition matter.

5 Q. And what did you learn from that investigation?

6 A. I learned from that there was an allegation.

7 MR. LEARY: Objection.

8 THE COURT: Objection is grounded
9 on?

10 MR. LEARY: Again, it's the
11 foundation; on hearsay, Your Honor.

12 THE COURT: I think so, too,
13 except he testified to getting information for
14 people other than the defendant. And then he
15 testified about talking to the defendant. And
16 one conversation is hearsay, and one conversation
17 is not hearsay. So I'm going to sustain the
18 objection.

19 BY MR. LINDNER:

20 Q. Let me back track then and try to separate the
21 two. From your discussions with the defendants what did
22 you learn?

23 A. In my discussions with the defendants, I learned
24 that there had been a telephone conversation between Tony
25 and an FBI agent by the name of Greg Coleman, when Greg

1 Coleman was doing a search --

2 MR. LEARY: Objection.

3 THE COURT: The answer can stand
4 through the reference to Greg Coleman, and Tony
5 having this conversation. After that it sounds
6 like we were getting into hearsay. So, I'm going
7 to sustain it as to that and let you proceed.

8 BY THE COURT:

9 Q. Did Tony tell you what the result of the
10 investigations were -- or discussion. Let me strike
11 that. Did Tony tell you what the result -- what resulted
12 from conversations with an FBI agent named Greg Coleman?

13 A. Yes.

14 Q. What did Tony specifically tell you?

15 A. He became aware that the FBI were investigating
16 him with respect to securities issues. That happened in
17 July of 1999.

18 Q. Did you learn as to whether the Securities and
19 Exchange Commission in the United States ever took legal
20 action with respect to Tony?

21 A. Yes. As part of the extradition disclosure there
22 was a certified copy of a judgement against Tony in a
23 Securities and Exchange Commission claim in Florida.

24 Q. And the sum of that claim was for \$300,000?

25 A. Thereabouts, yes.

1 MR. LINDNER: With respect to this,
2 Your Honor, we do have a certified copy of the
3 document. It seems that it is in the courthouse
4 at the present moment.

5 THE COURT: Okay. I'm just going
6 to make a note here that we have admitted some
7 exhibits this point, which you're describing says
8 supposedly a certified copy of this judgment?

9 MR. LINDNER: Correct.

10 THE COURT: I'm just doing that
11 to help us when we pick up the pieces later. Go
12 ahead.

13 BY MR. LINDNER:

14 Q. And the transfer of this house coincides timewise
15 with that judgment?

16 A. The transfer was executed before the telephone
17 conversation, but it appears to have been registered in
18 very close, contemporaneously, with the telephone
19 conversation at the end of July, 1999.

20 MR. LEARY: Objection --

21 THE COURT: Grounds?

22 MR. LEARY: -- to that answer,
23 because it's his opinion as in that core
24 relationship as to what occurred. I don't know
25 what the actually telephone conversation was,

1 Q. Why not?

2 A. Because he had indicated to me that the shares
3 were in the names of various companies, and that the way
4 to cash them was to create companies in those names; and I
5 wasn't prepared to participate in that in any way.

6 Q. Let's talk about the sales tax on this particular
7 matter. Can you tell me roughly how much your firm has
8 paid to the Canadian government in sales tax?

9 A. If I reference to the account, I can tell you how
10 much --

11 Q. If I --

12 A. -- how much GST was remitted, but I'm not in a
13 position to tell you what portion of that was money that
14 was not recovered by input credits. I can tell you how
15 much tax was remitted.

16 Q. So you actually paid money, but you might have
17 gotten some back?

18 A. Well, I wouldn't have gotten any money back. But
19 in the course of accounting there would have been input
20 credits that the business enjoyed, so that the full amount
21 of the tax that we remitted was not out of our pocket.

22 THE COURT: So do I assume that
23 you do that pro rata?

24 THE WITNESS: I guess you can say
25 that it's pro rata. The business has input

1 credits with respect to all of its operations. It
2 would be difficult to do that on the basis of all
3 of the 5000 files that we do. Some have
4 different values, some have write downs, some
5 have write ups, some of them are flat fees, such
6 as the residential real estate transactions that
7 my partner does. I couldn't come up with a pro
8 rata amount or a percentage amount of that that
9 represents what we got an input credit for. But
10 I can say the amount of money that was in GST
11 that was remitted in respect to the account.

12 BY MR. LINDNER:

13 Q. And the amount that would be remitted with
14 respect to the account you specifically itemized on your
15 invoice, Plaintiff's Exhibit 1, correct?

16 A. Yes. The amount of GST.

17 Q. It added up to over \$16,000, a little bit over?

18 A. On the fees the amount would be Exhibit 1. The
19 portion of the fees that are reflected on the Exhibit 1
20 bill, \$9,884 of GST on fees, plus \$205.32 of GST on
21 disbursements.

22 Q. And then there was a prior invoice?

23 A. And then there was a prior invoice upon which --
24 the GST on that invoice was \$5,569.90.

25 MR. LEARY: Excuse me. Can you

1 give me a date of that invoice?

2 THE WITNESS: That invoice was May
3 23, 2001.

4 BY MR. LINDNER:

5 Q. Now those GST payments which are the sales tax,
6 who's responsible for ultimately paying those, meaning
7 does the client pay you back?

8 A. Yes.

9 Q. And that's why it's itemized on the invoice?

10 A. Yes.

11 Q. Now to date your firm has received some payments
12 from the defendants, correct?

13 A. Yes.

14 Q. Can you please tell us what those payments were
15 and where they're itemized?

16 A. There's a trust statement on the first account
17 reflecting \$3,484.27 received which was applied to payment
18 of the account. And then there is a further trust
19 statement that indicates aggregate receipts of
20 \$18,775.36.

21 Q. Now wait a second. With regard to that, I'd like
22 to show you something listed on here. As far as on the
23 April 11th date, it shows that \$3,846 was paid to Lynda
24 from that sum?

25 A. That's correct. There was money received in the

1 amount of \$7,692.09, deposited into trust received from
2 Mr. DiMarco, which was the proceeds of the account that he
3 had jointly with his mother. And the arrangement with him
4 was that half of the value could be applied to our fees
5 when that account was closed, and the other half was to go
6 to Lynda Yum for their joint living expenses. And that
7 was the commitment I made, and we honored it by paying
8 that 50 percent to her.

9 Q. Now the trust statement that's attached to this
10 Exhibit 1 shows all the receipts and all of the
11 disbursements on this case, correct?

12 A. Yes. There are several trust statements here,
13 but the comprehensive trust statement with the balance of
14 \$18,775.36 balancing on it covers all of the transactions
15 with respect to receipts.

16 Q. Now, in regards to the receipts, please tell me
17 who there were received from.

18 A. The October 20, 2000, receipt was from Mr. Chi
19 Gin Yum, which is Lynda's mother. The October 24th
20 receipt was received from Lynda. The January 22nd receipt
21 was received from Lynda. The February 28, 2001, receipt
22 for \$5,000, which proved to be an NSF check, was drawn on
23 the account of MzenG International Corp. and was provided
24 by Mr. Charles Arnold.

25 Q. Who is Mr. Charles Arnold?

1 A. He's an individual that Tony had a relationship
2 with vis-a-vis the stock promotions and who had offered to
3 assist Tony to some extent with his legal fees and who I
4 contacted and we spoke to once on behalf of Tony when he
5 asked me to investigate recovering some funds from some
6 sort of a bankruptcy of Flooring America. Nothing was
7 available.

8 Q. Now wait a second. You said you spoke to
9 Mr. Arnold once?

10 A. Yes.

11 Q. And how long was that conversation?

12 A. It would have been a few minutes, less than five
13 minutes.

14 Q. At any time during that conversation did you
15 discuss what the fee arrangement was with the defendants?

16 A. Only to the extent that Mr. DiMarco had indicated
17 that Mr. Arnold was going to assist him with his fees.
18 And I had a discussion about what was available in that
19 regard and whether anything was to be available from the
20 Flooring America bankruptcy that I had been instructed to
21 discuss with him.

22 Q. So you were asking him to pay money, but you
23 didn't ask for anything more?

24 A. That's right.

25 Q. Tell me, is the discussion of your client's fee

1 arrangements something that you as a lawyer are permitted
2 to discuss with people outside of your clients?

3 A. Only upon permission of the client.

4 Q. Did you ever receive that permission from any of
5 your clients in this case?

6 A. In this case, no, I haven't discussed the fee
7 arrangements with anybody else.

8 Q. Let's go to the next receipt. Well, actually
9 before that, that \$5,000 receipt then really wasn't a
10 receipt, it was a zero net sum because the check bounced,
11 correct?

12 A. Correct.

13 Q. The next receipt?

14 A. April 11th one I've already commented on.

15 Q. And that was received by who?

16 A. That was received by me from the bank.

17 Q. From the bank, okay. The next receipt
18 thereafter?

19 A. April 27, 2001, a receipt from Lynda, \$100. May
20 1st, 2001, a receipt from Lynda, \$500. June 17, 2002,
21 received from Lynda's company, Pacific Blue Productions
22 Inc., \$2,000. September 9, 2002, again from Lynda's
23 company, Pacific Blue Productions, \$1000. And on December
24 30th there's a notation here, money coming back into this
25 file on the trust statement that was erroneously entered

1 court filing fees, court reporter's fees, those sorts of
2 things.

3 Q. I anticipate an allegation by the defendants that
4 the arrangement was that you were to receive a \$500 a
5 month payment for your services. Is that true?

6 A. Mr. DiMarco has offered a \$500 a month payment,
7 but at no time was it accepted as anything other than we
8 would receive whatever payments on account he wanted to
9 forward.

10 Q. Logically speaking, does this \$500 a month on a
11 sum this large make sense?

12 MR. LEARY: Objection.

13 THE COURT: Overruled.

14 THE WITNESS: It doesn't make any
15 sense at all.

16 BY MR. LINDNER:

17 Q. By the way, how old of a guy is Mr. DiMarco?

18 A. He would be in his early 40s.

19 Q. Based on my calculations of even the \$150,000 of
20 the \$27,572.37 in costs that you advanced to date, it
21 would take an additional 55 years to pay that. So that
22 would make Mr. DiMarco nearly 100 years old when he would
23 complete paying this invoice?

24 A. Based on \$150,000, yes.

25 Q. So based on the \$250 that's outstanding, isn't it

1 fair to assume that he would be probably long past dead, I
2 mean, to pay that off?

3 A. It would never be paid. The context of the
4 entire arrangement was that he indicated that had numerous
5 ways of making money and that he would pay the account in
6 reasonably short order. And that in any event his house
7 in Parma was available as a last resort.

8 Q. I don't have anything else.

9 THE COURT: So what do you want
10 to do; elect to go on with further testimony from
11 defense witnesses or start cross-examination?

12 MR. LEARY: I can't do cross,
13 Your Honor, at this time.

14 THE COURT: Okay. I take it
15 you have no objection if the plaintiff goes on to
16 another witness on direct?

17 MR. LEARY: I have no objection.

18 THE COURT: Let's do that.

19 MR. LINDNER: My next witness will
20 be Paul Dhaliwal.

21 THE COURT: Okay.

22 ---o0o---

23 Thereupon, a recess was had.

24 ---o0o---

25 PAUL DHALI WAL,

1 A. At the Metro West Detention Center. This is a
2 correctional facility in Ontario.

3 Q. And so you're saying he couldn't have been
4 meeting where you were meeting?

5 A. That's correct.

6 Q. Do you recall when Tony was released from Metro
7 West Detention Center, roughly?

8 A. It was in the summer of 2000, I believe.

9 Q. Up to that point, who had you been dealing with
10 as the client?

11 A. Well, myself, I was taking all of my instructions
12 from my articling principal at that time. As an articling
13 student, you're not supposed to have clients of your own.

14 Q. But were you present while your instructor,
15 Mr. Gilmour, was dealing with clients?

16 A. Most definitely.

17 Q. And who was he dealing with during this period of
18 time?

19 A. He met with Lynda Yum, Lynda Gorcyca DiMarco.

20 Q. How many times, roughly, did you witness
21 Mr. Gilmour meeting with Lynda?

22 A. I can't recall exactly. I've personally seen her
23 there about a number of times. I've seen her at our
24 office. I can't recall exact number. But I would say
25 it's definitely more than -- it's not more than at least a

1 half dozen -- six times, I've seen her there at the office
2 five or six times.

3 Q. Do you have any understanding as to whether or
4 not any of the representation involved here involved her
5 directly?

6 A. It did.

7 Q. What presentation of Prouse Dash & Crouch?

8 A. My understanding is that she had a company called
9 Pacific Blue, I believe, incorporated.

10 THE COURT: Sir, you're welcome
11 to some water here.

12 THE WITNESS: No, it's just I've
13 got a cough. My understanding is that she had a
14 company called Pacific Blue Incorporated or
15 Limited. And I recall that, because there's a
16 number of times that I've had to do a little bit
17 of research for certain business plans or
18 proposals that were -- requested bill.

19 BY MR. LINDNER:

20 Q. What type of research were you doing for this?

21 A. Marketing schemes; how would we possibly market
22 these products. I was given items to test -- not that I
23 did -- from Pacific Blue.

24 Q. Okay. Now, I guess you and Mr. Gilmour both do
25 this. You refer to the word, "schemes." In the United

1 States that word implies something improper. Are you just
2 talking about plans?

3 A. Plans.

4 Q. And what was your understanding about whether the
5 firm was being paid along the way with the representation?

6 A. I believe there was some money that was paid.
7 Whenever Mr. Gilmour would ask for some money to be paid
8 in or trying to lower the account, another plan would be
9 proposed -- another money making plan would be proposed by
10 Mr. and Mrs. Gorcyca to help pay for these legal fees that
11 had accrued.

12 THE COURT: Now you weren't
13 aware, we made a kind of convention, a kind of
14 protocol, that instead of these various names the
15 defendants used, we will call Mr. DiMarco either
16 Bruce or Tony, as you're comfortable, and his
17 wife simply Lynda.

18 THE WITNESS: Okay.

19 THE COURT: So if you can conform
20 your answers to that, I think it would keep our
21 record clear.

22 THE WITNESS: My apologies, Your
23 Honor.

24 BY MR. LINDNER:

25 Q. What's your understanding of how large that

1 THE COURT: Do you want to
2 cross-examine now or later, Mr. Leary?

3 MR. LEARY: I'll just ask these
4 questions.

5 ---o0o---

6 CROSS-EXAMINATION

7 ---o0o---

8 BY MR. LEARY:

9 Q. Can you answer questions what you did for Lynda
10 without referring to your files?

11 A. I can, to the best of my ability.

12 Q. Do your files contain material of your work
13 product?

14 A. My files?

15 Q. The files that were here at the court, it was
16 eight boxes?

17 A. Okay.

18 Q. Do they contain work product of what you did for
19 Lynda specifically?

20 A. I don't believe the file is divided into two, as
21 to what was done for Tony and what was done for Lynda.

22 Q. Do you agree they're two different subject
23 matters?

24 A. No. I believe it's one.

25 Q. Wasn't the representation for Tony for his

1 criminal matters or the extradition matters --

2 A. And for Lynda.

3 Q. -- and for Lynda was for her business?

4 A. And for extradition, because she is Tony's
5 wife --

6 Q. Well--

7 A. -- if Tony is extradited then --

8 Q. I'm talking about the business you did for Lynda
9 as an individual besides the criminal matters.

10 A. Criminal and extradition and immigration.

11 Q. You used the words, "scheme in promotion of
12 concern products and businesses for Lynda?"

13 A. That's correct.

14 Q. Can you answer those questions without the files?

15 A. I can.

16 Q. Can you tell me what you did there?

17 A. Yes. I did some research on how to market
18 various products.

19 Q. Which products?

20 A. Well, I think the best way of putting them is sex
21 aids or sexual enhancing products.

22 Q. What did you do?

23 A. I did research on the Internet.

24 Q. For what subject?

25 A. Well, the subject for -- there was different

1 items. There was, I believe, a sexual libido-enhancing
2 product as well as some type of gel-like products, just to
3 see what type of products are on the market.

4 Q. How much time did you spend on this research?

5 A. On this research -- I can't tell you, but in
6 hours --

7 Q. Do you bill specifically for these hours?

8 A. For all the work done was put on one file
9 number. It was Tony and Lynda's file.

10 Q. Did you break down the work that you did on these
11 files?

12 A. It would be under research.

13 Q. Not specifically as to what subject?

14 A. No. It's either research or drafting or memos.
15 That's how we did those memos.

16 Q. Did you prepare any memos on these sex products?

17 A. No.

18 Q. Did you prepare any files on these sex products?

19 A. No files, per se.

20 Q. How did you give the information to them on what
21 your work was about?

22 A. I met with Tony a number of times at our office.

23 Q. Did you give him a report?

24 A. Well, I filled in my Internet -- well, I print
25 items off the Internet and tell him of either our items.

1 that are -- what you're trying to promote.

2 Q. You did this with Tony?

3 A. With Tony. Not with him sitting there. I would
4 show him those reports or those Internet articles. I
5 believe I may have showed Mr. Gilmour them, too.

6 Q. Who told you to do this work, Mr. Gilmour?

7 A. Those were primarily what my instructions were
8 from.

9 Q. And you showed your products to Tony?

10 A. My products?

11 Q. Your finished product -- you were working on the
12 Internet. You showed them to Tony?

13 A. Various articles from the Internet, yes.

14 Q. You didn't show them to Lynda?

15 A. I can't remember. But a number of times Lynda
16 was also at the office. So I may have.

17 Q. Do you specifically recall showing her it?

18 A. To be honest over the course of three years, I
19 did so much research, I can't recall if she was involved
20 at any of the times when I showed it.

21 Q. What was the subject of the research for Lynda?

22 A. Well, with respect to sexual promotion of those
23 items, of various different items that are out there
24 similar to what they were promoting. One was a pill. One
25 was a lotion, a lip balm type of item, I believe.

1 Q. Any other subject matter besides sex products?

2 A. Well, the other research I did for them was the
3 conditions in U.S. jails; research I did for them on
4 various institutions in the United States, cruel and
5 unusual punishment. I did some reach on the federal
6 sentencing guidelines in the United States. I did some
7 research with respect to the Securities and Exchange
8 Commission. I did some research with respect to the
9 Extradition Act.

10 Q. This was all relative to the criminal matters?

11 A. Criminal, extradition, everything to do with Tony
12 and Lynda.

13 Q. I'm specifically asking what did you do for
14 Lynda's business besides the sex research?

15 A. I don't know if I can really break it up, because
16 like I said, this was all on the same file. This was all
17 the work that was done for both of them.

18 Q. When was the first time that you met Lynda?

19 A. The first time I met Lynda would have been as an
20 articling student. That would have been between when I
21 started in August and when Tony was eventually released, I
22 believe, the following summer, maybe August, July or
23 August, summer.

24 THE COURT: Of what year, sir?

25 THE WITNESS: Sorry. 2000. I

1 A. That's correct. Like the sample bill indicates
2 that I talked to Lynda a number of times, because she was
3 available to talk to me. I may have met her less times in
4 person, but I did speak to her a lot on the phone, though.

5 Q. With regard to the extradition matter, who did
6 you refer to as your client, was it Tony, Lynda or both?

7 A. Both.

8 Q. Why is it both?

9 A. Well, if Tony get's extradited, my understanding
10 is that Lynda would always go with him. So they are
11 fighting basically for the extradition of both of them in
12 a sense.

13 Q. Did Lynda make any decisions -- important
14 decisions on the case?

15 A. Well, she was the one that was -- she had
16 affidavits in the material, yes. There was an affidavit
17 that was her affidavit in the material.

18 Q. Was she giving you instructions to you as a
19 lawyer as to what she wanted done on her husband's behalf?

20 A. Yes. She wanted to make sure that he stayed
21 here -- sorry, so that he stayed in Canada. Not here,
22 sorry.

23 Q. Did you ever witness her talking directly to Bill
24 and saying, "Bill, this is what I want you to do. Do the
25 following, 1, 2, 3?"

1 A. She spoke with Bill on the phone a number of
2 times, but I wasn't privy to the conversations when she
3 came into the office and told Bill. But I know I've seen
4 her come in a number of times to the office.

5 Q. As an attorney, do you believe you or your firm
6 had the ability to divulge anything that Lynda discussed
7 with your firm regarding this case to people outside of
8 the case?

9 A. No, because you can't disclose anything that a
10 client tells you. That's a client's privilege.

11 Q. You discussed one time when you went out to their
12 house after there was some sort of altercation -- was
13 there an altercation between Tony and Lynda?

14 A. Yes.

15 Q. Were you present when either party might have
16 contacted your firm about questions regarding divorce or
17 dissolution proceedings?

18 A. Lynda called.

19 Q. And what was the response to her -- well, what
20 did she call about?

21 A. Well, she actually, now that I recall, she
22 actually brought it up a couple of times: "I'm going to
23 leave Tony. I'm going to leave Tony."

24 MR. LEARY: Was this to you?

25 THE WITNESS: No, it's to both me

1 and Mr. Gilmour.

2 THE COURT: Next question,

3 Mr. Lindner.

4 BY MR. LINDNER:

5 Q. And when she was saying she was going to leave
6 Tony, did she ask for legal advice?

7 A. She did.

8 Q. What was your response?

9 A. I recall at the time that we went down to visit
10 with them or going to go out to see them that night in
11 question when I said we went out to their house, and Bill
12 said we can't give either of them advice against each
13 other, because they're both clients of our firm. We can't
14 get in the middle of this, because they're both going to
15 have to get independent legal advice, I believe he said.

16 MR. LINDNER: I have nothing
17 further.

18 THE COURT: Re-direct -- recross
19 I mean?

20 MR. LEARY: No, Your Honor.

21 THE COURT: Let's excuse our
22 witnesses. Thank you.

23 MR. LINDNER: Do you want to sit in
24 here and watch or do you want to leave or --
25 they're leaving together, so. He has nothing

1 invoicing a client when there is no money in the account?

2 A. You try and get some money.

3 Q. What is the rammification of producing an invoice
4 from a taxing standpoint?

5 A. The rammification of an invoice -- you mean if a
6 client wants to contest a bill?

7 Q. No, if you invoice a client -- you as an
8 attorney -- what is your responsibilities with regard to
9 taxing?

10 A. Well, we have to pay taxes. And taxes is
11 payable -- GST and income tax is payable as soon as you
12 issue the invoice, even if you don't collect the money.

13 Q. Income tax is the responsibility of the lawyer,
14 correct?

15 A. Yes.

16 Q. And the GST's ultimately --

17 A. You're supposed to collect the GST from the
18 client, if you can.

19 Q. Okay. But you pay it regardless of collections?

20 A. That's correct.

21 Q. What relevance is there to whether a person is
22 instructing an attorney as to what actions they are taking
23 on a case?

24 A. What do you mean?

25 Q. In this case there's been a lot of testimony

1 opinion?

2 A. Looked to me as if the work had been very
3 well-prepared, and a lot of thought went into it. It was
4 extremely meticulous and very well-prepared, very high
5 caliber.

6 Q. Let me get back to the sales tax issue again.
7 The sales tax is calculated based on the total amount of
8 the invoice, correct?

9 A. Yes.

10 Q. So, the higher the invoice, the more tax you pay?

11 A. Yes.

12 Q. Is it fair to say that attorneys do their best to
13 not invoice a client any more often than they need to, so
14 they don't have to pay the tax?

15 A. Basically, yes.

16 Q. And would it be reasonable to say that an
17 attorney would not bill for more than they were owed,
18 because it would actually tax on that amount?

19 A. Actually, what you would bill for would be your
20 bill for what you are owed, and then you would add the GST
21 to the bill.

22 Q. In this particular case, Mr. Gilmour claims he's
23 still owed about \$250,000. Is that what your
24 understanding was by reviewing that invoice?

25 A. Yes.

1 Q. And as the defense presented or will be
2 presenting that the fee only owed is roughly \$150,000 for
3 these services, a flat rate. With respect to the
4 invoices, which of those two figures has he paid sales tax
5 on?

6 A. The higher rate.

7 Q. I presume that's pretty onerous on the attorneys
8 up in Canada?

9 A. Yes, it is.

10 Q. I presume that you wouldn't want to pay any more
11 than you had to, is that correct?

12 A. No, no.

13 Q. Does it make any sense to you that Mr. Gilmour
14 would bill for more money than he was owed from a taxing
15 standpoint?

16 A. No.

17 MR. LINDNER: I don't have
18 anything else.

19 THE COURT: Cross-examination?

20 MR. LEARY: No questions, Your
21 Honor.

22 THE COURT: You're not waiving?

23 MR. LEARY: No.

24 THE COURT: Now is that as far
25 as we can get today?

1 MR. LINDNER: Actually this is my
2 last witness for today, but, of course, there's
3 cross and redirect.

4 THE COURT: I'm sorry. Let's go
5 off the record.

6 ---o0o---

7 Thereupon, a discussion was
8 had off the record.

9 ---o0o---

10 THE COURT: What questions do
11 you have for cross-examination now, Mr. Leary?

12 ---o0o---

13 CROSS-EXAMINATION

14 BY MR. LEARY:

15 Q. Regarding the sales tax, I think you call it GTS?

16 A. GST, goods and services tax.

17 Q. When you exercise an invoice, there's an
18 obligation to pay the tax?

19 A. Yes.

20 Q. If a client hadn't paid you in full, do you still
21 pay the tax?

22 A. You have to pay the tax on the amount of the
23 bill --

24 Q. In the amount of the bill?

25 A. -- even if they haven't paid you in full.

1 Q. In the ultimate end if a client doesn't pay, can
2 you get a credit back for the tax that you supposedly
3 paid?

4 A. Hopefully, yes. I've been in that situation
5 myself several times.

6 Q. Let's hypothetically say you bill a client for
7 \$100,000, and there's a tax on that \$100,000, and you've
8 generated an invoice, so you have to pay the tax on that
9 \$100,000.

10 A. Yes.

11 Q. And when you get through with the client and you
12 find out that he can only pay \$50,000, and that's the best
13 that he can, will you just write it off, the other
14 \$50,000? What do you do?

15 A. You have to make reasonable attempts to collect.

16 Q. Let's say you file a lawsuit. Even if you get a
17 judgement, you still can't collect. Are you entitled to a
18 credit on the tax you've already paid?

19 A. I believe you are.

20 Q. So you take a credit for that tax. This is not
21 absolutely a loss?

22 A. Well, you've lost the fee.

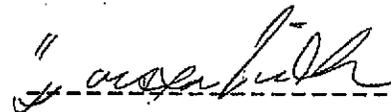
23 Q. I understand that. I'm talking about the tax.

24 A. I think you can take a credit for the -- but I'd
25 like to check that out. But I think you can take a

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C E R T I F I C A T E

I hereby certify that I reported Stenographically the proceedings in the above-entitled cause, and that this transcript is a true and accurate transcript of my said Stenographic notes.



Vanessa A. Smith,
Notary Public in and
for the State of Ohio

My Commission Expires:
04-16-06

1 THE STATE OF OHIO,)
2 COUNTY OF CUYAHOGA.) SS: Janet R. Burnside, J.

3 - - -

4 IN THE COURT OF COMMON PLEAS
5 (CIVIL DIVISION)

6 - - -

7 PROUSE, DASH, CROUCH,)
8 LLP,)
9 Plaintiff,) Case No. CV-03-498823
10 vs.) Court of Appeals No.05-086324
11 BRUCE ANTHONY GORCYCA)
12 DiMARCO,)
13 Defendant.)

14 - - -

15 TRANSCRIPT OF PROCEEDINGS

16 - - -

17 APPEARANCES:
18 Daniel Lindner, Esq.
19 on behalf of the Plaintiff,
20 Lynn Leary, Esq.
21 On behalf of the Defendant.

22 - - -

23
24 Lino DeSapri
25 Official Court Reporter
Cuyahoga County, Ohio

1 I received it in the disclosure of the
2 extradition matter. It has been forwarded by the
3 United States Government.

4 It is filed August the 11th, 2000, and the
5 case is styled Securities and Exchange Commission
6 v. the Global Bus Group, Inc., et al., in the
7 United States District Court, Southern District
8 of Florida, Miami Division, and has Case No. 99-
9 1968 CIV-Jordan, J-o-r-d-a-n, and it's a judgment
10 for an aggregate of \$300,000.00 plus a fine of
11 \$30,000.00 against Mr. DiMarco and the Global Bus
12 Group.

13 THE COURT: Now we previously
14 referenced Plaintiff's Exhibit No. 9 which
15 is a quit claim deed from Tony to Linda.

16 Can you tell me the date that was
17 filed?

18 THE WITNESS: It was filed on, as
19 I read the stamp, it was filed on July the
20 27th, 1999, at 2:19 p.m.

21 BY MR. LINDNER:

22 Q. So that is roughly 14 or 15 days prior to
23 the default judgment coming down by the
24 Securities and Exchange Commission?

25 A. That's correct.

1 Q. And presumably that lawsuit against Tony by
2 the Securities and Exchange Commission did not
3 get filed within or originate within that 14 to
4 15 days. It had to be preexisting, correct?

5 A. Yes.

6 THE COURT: Off the record. Let's
7 return to the record and you may proceed.

8 BY MR. LINDNER:

9 Q. Actually that is a year and 15 days prior
10 to, is that correct?

11 A. That's correct.

12 Q. But what Tony had indicated to you that he
13 transferred the property, was what?

14 A. He indicated that he transferred the
15 property because he was concerned that the
16 creditors might attach it, specifically his
17 former wife, and as I testified yesterday, that
18 was about the time that he had received -- had
19 conversation with the FBI agent investigating the
20 securities activities.

21 Q. Now, with respect to this case and the
22 invoices that have accrued on this case, the
23 obvious question is: How did this bill get so
24 large and why did you stay on it?

25 A. Well, there were a number of reasons.

1 First reason is the professional obligation
 2 to clients and in this case it was inappropriate
 3 to remove myself until I had gone far enough and
 4 that his rights were not prejudiced and, in fact,
 5 at the Court of Appeals when I was finally
 6 removed from the record, it was under the
 7 condition that I prepare the appeal book that is
 8 found in four volumes in that material,
 9 comprising nine or ten inches of paper, before I
 10 was permitted off the record.

11 The second reason is primarily my own
 12 nature. I don't quit on anything.

13 I guess the third reason is the training
 14 that I received at the Mounted Police Academy
 15 where it is very deeply ingrained to all recruits
 16 that you simply never give up on anything and
 17 then lastly, it was an interesting case. I
 18 received many, many promises of payment.

19 Mr. Tony advised me over and over and over
 20 again that there were various means by which I
 21 would be paid and in any event, the house in
 22 Parma was available as a last resort and really
 23 it wasn't until it got to an outrageous point
 24 that it became necessary to ask the Court to be
 25 removed from the record.

1 Q. The house in Parma though had been
2 transferred to Linda. How can Tony promise the
3 house that has been transferred to Linda and why
4 would you rely on that?

5 A. Well, at the times those promises were
6 made, I didn't do a property search and I had no
7 knowledge that the house was in Linda's name and
8 that was never disclosed until in or about
9 October.

10 My partner, Mr. Jarchow, demanded that we
11 demand security against the house and it is when
12 that demand was made that I was first told about
13 the transfer of the property to Linda.

14 Q. Who were your clients again in this case?

15 A. My clients were Pacific Blue Productions,
16 Inc., Bruce Anthony Gorcyca DiMarco and Linda Ji-
17 Hae Yum DiMarco.

18 Q. With respect to Linda also being your
19 client, did that give you any concern that the
20 house had been transferred into her name?

21 A. Not particularly because she was my client
22 as well. I had been instructed throughout by
23 her. She had made all of the payments that were
24 made to our firm with the exception of one
25 payment that came from a joint account that Tony

1 had with his mother before she died and she
2 continued to instruct me. It was simply a matter
3 of contract and engagement, that she had engaged
4 and instructed and paid for benefits that were
5 being provided to his wife and him -- pardon me,
6 to Tony and her jointly throughout for the
7 benefit of the family unit.

8 Q. Now, basically we anticipate argument being
9 made about the fact that there is very limited
10 documentation contained in these banker's boxes
11 which have been marked as Plaintiff's Exhibit No.
12 11 or more specifically referred to work that you
13 did for Linda and Linda only or her corporation.

14 What portion of these files here relate to
15 Linda?

16 A. All of them.

17 Q. And I guess there is a little different
18 concept in the United States as compared to
19 Canada.

20 If you could once again just summarize for
21 us why you believe Linda is your client even with
22 respect to all of these extradition matters?

23 THE COURT: Is this going to be
24 new information on this answer because we
25 have been there and done that. So unless

1 fees, I thought -- oh, I'm not thinking
2 clearly. This is a collection action for
3 the attorney fees and would be that
4 attorney fees of the collecting lawyer,
5 right?

6 MR. LINDNER: Yes.

7 THE COURT: Okay, excuse me.

8 MR. LEARY: I had the same
9 problem, Your Honor. I thought they were
10 talking about the substance of the lawsuit.

11 THE COURT: I did too, but then
12 I'm going "What?" I think I've got to go
13 back to that tit for tat argument.

14 BY MR. LEARY:

15 Q. Mr. Gilmour, I would like to start this
16 from where you first started in the case and I
17 remember you said that you first started this
18 case because Linda came too your office for some
19 real estate transaction.

20 A. That is not correct. The firm had a
21 previous history with both Linda and Tony in the
22 purchase of a piece of property. As a result of
23 that contact, she contacted our offices and upon
24 her contact then this case or this matter began.

25 Q. This was the purchase of the house in

1 Canada?

2 A. The previous contact, yes, indeed was.

3 Q. And the reason she went back to your firm
4 is because there was a charge of an unpaid
5 electric bill that should have been cleared in
6 escrow and she went to see a lawyer. I believe
7 it was Mr. Dash. Mr. Dash, is that correct?

8 A. Mr. Dash acted on that original
9 transaction.

10 Q. On the original real estate?

11 A. Yes.

12 Q. And she went back to contact him because of
13 an encumbrance of an electrical bill on the
14 property, is that correct?

15 A. I have no knowledge of that.

16 Q. You don't know that? How did it come that
17 you became involved in the case?

18 A. My partner, Mr. Jarchow, J-a-r-c-h-o-w,
19 came into my office and indicated that he had to
20 go and visit somebody at the Metro West Detention
21 Center in Toronto with respect to an allegation
22 of an assault while that individual was in
23 custody and the potential to bring a civil action
24 in tort for the recovery of damages.

25 Q. Did you and Mr. Jarchow, did the two of you

1 go to see this person?

2 A. We did.

3 Q. And did that person turn out to be Bruce?

4 A. Yes.

5 Q. Did you have an interview with him and a
6 conversation?

7 A. We did.

8 Q. What was the substance of the interview?

9 A. The substance of the interview was he
10 indicated how he had been assaulted, how he
11 believed the custodial authorities had been
12 negligent, and how he would like to bring a civil
13 action for damages on behalf of him and his wife
14 and that she would attend at our offices to
15 instruct us further and pay a retainer.

16 Q. Did you have any conversation with him at
17 that time about representing him in the process
18 for extradition?

19 A. Not at that time.

20 Q. Not at all?

21 A. Not at that time.

22 Q. Your sole conversation was relative to this
23 personal injury case?

24 A. Yes.

25 Q. Did he inform you that he had another

1 attorney handling that immigration case?

2 A. Yes.

3 Q. Did he identify that attorney?

4 A. Yes, his name was Marshall Drukarsh, D-r-u-
5 k-a-r-s-h.

6 Q. Was he also at the meeting?

7 A. No.

8 Q. Did you ever meet with Marshall?

9 A. Yes, on a number of occasions.

10 Q. Did you meet with him in company with
11 Bruce?

12 A. Yes, I did. It was at the immigration
13 hearing offices on Victoria Street in Toronto at
14 one of the detention review hearings that Mr.
15 Drukarsh was conducting on behalf of Tony and
16 Linda.

17 Q. What action did you take on the personal
18 injury case?

19 A. We drafted a statement of claim. I believe
20 we issued the statement of claim in the Superior
21 Court of Justice in Ontario and I took the claim
22 back to the custodial facility to review with
23 Tony.

24 I reviewed the claim with Linda and I put
25 to Tony the proposition that if we took the claim

1 that he contemplated and served it upon the
2 custodial authorities that continued to hold him
3 and control his life at that point, that he might
4 be exposing himself to some danger and I asked
5 him to make an election about whether or not he
6 actually wanted to serve the claim and proceed
7 with it at that time.

8 Q. Did you proceed with the claim?

9 A. We did not proceed with the claim.

10 Q. Was there any discussion between you and
11 Tony or Linda that if there was any award in
12 their favor that that would be applied toward
13 attorney fees?

14 A. No.

15 Q. When did you first become involved in the
16 extradition proceedings?

17 A. My first involvement in the extradition
18 proceeding would be in the investigative and
19 negotiation trip that I made from Toronto to
20 Cleveland and then to Brooklyn, New York upon
21 Linda's and Tony's instruction.

22 Mostly, I guess, that was partly as an
23 investigator and partly as an attorney seeking to
24 negotiate with the United States attorney.

25 Q. Did you represent -- were you engaged to

1 represent Tony prior to your trips to Cleveland
2 or prior to your trips to Brooklyn?

3 A. Yes, I was engaged to represent both Tony
4 and Linda prior to departure for Cleveland.

5 Q. What happened to the former attorney?

6 A. He continued on the record in the
7 immigration case and in the extradition case at
8 that time, to the best of my knowledge, and in
9 fact he questioned me on the witness stand
10 concerning the results of my investigations in
11 Cleveland and the statutory declarations that I
12 had taken here.

13 Q. Before you became engaged with Tony and
14 Linda, did you have a discussion about fees?

15 A. Yes.

16 Q. What was that discussion?

17 A. The discussion was that this was a case
18 that did not lend itself firstly to contingency
19 fees at all because nothing could be recovered.
20 Secondly, because at that time contingency fees
21 were not permitted under the provisions of the
22 Solicitor's Act of Ontario, although the law was
23 moving in that direction and has since gone
24 there, and that I charge by the hourly rate in
25 force at the time, the services were provided,

1 meeting with the client's wife at our offices.

2 September 20th meeting with the client at
3 Metro West Detention Center. August 16th meeting
4 with the client and others at the Metro West
5 Detention Center.

6 Those are the four entries that deal with
7 that.

8 Q. So that deal with the personal injury
9 matter?

10 A. Yes. This bill was generated at his
11 request, was taken to the Metro West Detention
12 Center, reviewed by him as to form and content,
13 and then returned back to our offices for
14 production so that he could submit it as the fees
15 that were due and owing for representation up to
16 that point.

17 Q. In entries 5, 6, 7, 8, and 9, what do they
18 relate to?

19 A. Five was the trip to Ohio to take the
20 witness statements. Likewise No. 6.

21 Q. That is the trip to New York, right?

22 A. Yes.

23 Q. All right.

24 A. No. 7 is to attend at a bail hearing and
25 immigration in Toronto and return to Brampton.

1 Q. If you didn't take her, she couldn't sign
2 them because she had no ability to get there.

3 A. I don't know if she had no ability to
4 drive. I knew -- I just knew she wasn't licensed
5 at the time.

6 Q. Now, we talk about work that you did for
7 Linda herself. For example, Bubble Tea?

8 A. Yes.

9 Q. Is I believe what you said.

10 A. Yes.

11 Q. What did you do there?

12 A. I had contact with another individual that
13 I knew at Rabba Foods, R-a-b-b-a.

14 Q. Excuse me. In all of those files, do you
15 have a file about the work on Bubble Tea?

16 A. No.

17 Q. Nothing at all?

18 A. I do not.

19 Q. There is no file for Bubble Tea?

20 A. That's correct.

21 Q. How much time is charged in this invoice
22 for the work that you did for her?

23 A. I don't believe that was any of the stuff
24 that I docketed with respect to Bubble Tea.

25 Q. So that is not in this bill?

1 A. No.

2 THE COURT: Excuse me. He was
3 in the middle of an answer, "I don't think
4 that was among any of the things that were
5 docketed." What else did you want to say?

6 THE WITNESS: For the purpose of
7 billing. With respect to those services
8 that were provided concerning the Bubble
9 Tea and the sex cream and the basalt
10 composite materials and all of those
11 things, were business things that we are
12 going to go ahead in the future on and I
13 did not elect to charge them and docket
14 that as chargeable time.

15 As I indicated in my testimony
16 yesterday, I have done hundreds of hours of
17 work for him that I simply haven't elected
18 to charge for or to bill and that includes
19 those things.

20 Q. Okay. So you have elected not to charge
21 for the Bubble Tea.

22 A. Yes, not specifically.

23 Q. And have you elected to charge for the
24 fabric?

25 A. No.

1 Q. That is not in your invoice either?

2 A. No, there is nothing specified about any of
3 those things in the invoices.

4 Q. How about the sex cream or the sex material
5 that you said. Is there a charge for that in
6 there?

7 A. There is nothing identifiable in the
8 materials. I had hundreds of telephone
9 conversations with both of them, meetings in the
10 offices, and the meetings on the telephone
11 conversations would be a mixture between dealing
12 with his extradition matters, dealing with
13 various other problems, dealing with those
14 things, and to the extent that they were all an
15 amalgamation --

16 Q. But there is nothing in these buildings
17 right here?

18 THE COURT: "To the extent that
19 they were an amalgamation," I almost got to
20 the end of the answer before the next
21 question started.

22 What is the next part of your answer,
23 sir?

24 THE WITNESS: To the extent that
25 the entire file was an amalgamation of all

1 of the things that I was doing for him and
2 that the time coincided or was intricately
3 mixed, I docketed for and I charged for the
4 time that was fair for each individual
5 service, but you will not find anything
6 that is specifically identified as an entry
7 that says, "This entry was exclusively for
8 the purpose of dealing with Bubble Tea or
9 basalt or sex creams," or any of those
10 things as an identifiable transaction.

11 Q. Are all of these items relative to Linda's
12 corporation?

13 A. They were relative to Tony, to Linda,
14 and/or Linda's corporation, and they weren't
15 specifically an adventure in the nature of trade
16 by any one of them at any time. Tony would
17 choose, Tony and Linda would both choose about
18 who was going to conduct the business. I can't
19 say that any one of them was particularly
20 identified as a discreet participant in any of
21 this.

22 Q. But your pleadings in this action indicate
23 that you did work for Pacific Blue Products?

24 A. Absolutely.

25 Q. But there is no billing for it?

1 A. There is no discreet individual billings
2 with respect to Pacific Products.

3 Q. Who is the owner of Pacific Blue?

4 A. Linda.

5 Q. Is Tony a registered owner?

6 A. No.

7 Q. Was there conversations relative to any
8 profit that would come out of these ventures to
9 be utilized for your fees?

10 A. Yes, absolutely. They indicated that the
11 profits that came out of those ventures would be
12 -- some of which would be applied against our
13 account.

14 Q. You have indicated that there was a
15 judgment against Tony by the Securities and
16 Exchange Commission.

17 A. Yes.

18 Q. How did you obtain that judgment?

19 A. It was included in the Crown disclosure
20 package on the extradition matter under cover of
21 a letter from the Federal Bureau of
22 Investigation, I believe, to Constable Robert
23 Bonnenfount of the Toronto Fugitive Offender
24 Squad, forwarding him a copy of that judgment and
25 it was disclosed to me --

1 selling information.

2 THE COURT: Proceed.

3 BY MR. LEARY:

4 Q. And in that discussion did you find out how
5 much money was being held by the government?

6 A. I did not.

7 Q. Did you inquire?

8 A. I did not.

9 Q. Do you have a file on your work for Pacific
10 Blue v. the Hallmark Corporation?

11 A. I don't believe that was from Pacific Blue.
12 That was an intellectual property matter where
13 Linda had come up with an idea for marketing that
14 she sent to Hallmark Corporation. She -- I was
15 at one time provided with a certified post copy
16 of a letter that she had sent to them and she
17 alleged that they had conned -- that they had
18 gone to market with her idea without providing
19 her any compensation and she sought to have me
20 accept that litigation on a contingency basis and
21 again contingencies were not permitted in Ontario
22 at the time.

23 Q. So you have no file?

24 A. I believe there is some material there that
25 is with the initial stuff that she gave me, but I

1 do not have a file of activity beyond the
2 consultation and the discussions that I had with
3 her in that regard.

4 Q. The sole source of your Hallmark work is
5 just that conversation?

6 A. The conversation and the discussions. I
7 did a little bit of research, but it's not a big
8 issue and it's not an identifiable thing that I
9 can attach great value to.

10 Q. You indicated that you received some money
11 from Tony as a result of a bank account between
12 Tony and his mother.

13 A. That's correct.

14 Q. Did you do anything to get that bank
15 account released?

16 A. On the trip that I came to Ohio to
17 inventory the dolls and photograph them, he
18 provided me with power of attorney for himself to
19 withdraw the money from the bank from his
20 account.

21 When I attended at the bank or when I went
22 to the bank, I was told that I would be required
23 to produce a death certificate for the mother
24 before they would honor a power of attorney for
25 one of the joint tenants on the account.

1 I attended at the offices of -- I believe
2 it was in Parma, to obtain the death certificate.
3 I took it back to the bank and then I took the
4 money that was produced as a result back to Tony
5 and Linda and the arrangement was that from the
6 proceedings of that, we would receive 50 percent
7 towards our account and the other 50 percent
8 would be paid to Linda as reflected on our
9 accounts.

10 Q. And that is shown within these invoices?

11 A. Yes.

12 Q. Is that the only funds that you received
13 directly from Tony?

14 A. Yes.

15 Q. And the other funds that you received were
16 payments from Linda?

17 A. Payments either directly from Linda or they
18 were a number of checks that he tendered with her
19 signature on them from Pacific Blue Productions,
20 Inc., offer towards the balance on the account.

21 Q. Did you not also receive funds from Linda's
22 mother?

23 A. Yes, at the outset there were some funds
24 from Linda's mother. They were delivered by
25 Linda, though.

1 Q. When we went through these on your invoice
2 before, you indicated to me that Items 1, 2, 3,
3 4, 5 and 6 related to the personal injury and/or
4 negotiations for Tony's release with the United
5 States district attorney. That is what you said.

6 A. They do relate to that.

7 Q. Okay.

8 A. But you are talking about two different
9 things, sir. In one case you are talking about
10 what relates to these particular tasks and
11 projects and on the other hand in your exhibit
12 you are talking about various particular steps
13 within that generic area of number of tasks and
14 you are not talking about the same things.

15 Q. But you agree this is an agreement to cap
16 fees?

17 A. It is an agreement to perform certain
18 services within an overall context for a fixed
19 fee for those particular services, but not the
20 entire matter.

21 THE COURT: Let's move on. I
22 understand the defense's position.

23 BY MR. LEARY:

24 Q. There are some statements in this opening
25 statement which has been incorporated in written

1 form and with the oral form and there is
2 statements in there that indicate that Mr.
3 DiMarco had entire rooms of computers set up to
4 mass fax these phony tips to the American public.

5 Do you know that from your own knowledge?

6 A. I know it from what he told me and from
7 what I observed at the house on Gilbert Avenue in
8 Parma.

9 Q. You observed computers there?

10 A. Yes.

11 Q. How many?

12 A. If memory serves me, there were four mass
13 fax computers and he explained to me that that
14 had been the best bargain on the market and in
15 order to complete the mass faxing that he did, we
16 had a discussion about his use of fax boards
17 produced by Brook Trout Technology that he was
18 actually using for my own --

19 Q. This opening statement refers to entire
20 rooms of computers. Do you know that from your
21 own knowledge?

22 A. I do not. I know it from what he told me.

23 MR. LEARY: I'm done with this
24 witness, Your Honor.

25 THE COURT: Do you rest?

1 MR. LINDNER: Shortly.

2 REDIRECT EXAMINATION OF WILLIAM R. GILMOUR

3 BY MR. LINDNER:

4 Q. Mr. Gilmour, would you please look at May
5 23rd, 2001 invoices that are part of Plaintiff's
6 Exhibit No. 1.

7 A. Yes.

8 Q. Those invoices contained hours of work
9 specifically set forth, right?

10 A. Yes.

11 Q. And the fee related to those specific hours
12 of work?

13 A. Yes.

14 Q. And it defines which lawyers performed
15 which amounts of work?

16 MR. LEARY: I am sorry, which
17 statement are you referring to?

18 MR. LINDNER: May 23rd, 2001.

19 The one particularly that I am looking at
20 now, it says "extradition, immigration,
21 civil damage matters."

22 THE WITNESS: Yes, it does.

23 BY MR. LINDNER:

24 Q. Looking at this invoice, it shows a time
25 and materials contract.

1 A. Yes.

2 Q. Now you provided this to Tony, correct?

3 A. Yes.

4 Q. And Tony did not dispute it, correct?

5 A. He reviewed it and agreed that was the fair
6 and appropriate billing for what had been done to
7 that date.

8 Q. And not only did he agree and not dispute
9 it, he submitted it to authorities in Miami and
10 adopted it as truth with them, correct?

11 A. I understand that, yes.

12 Q. So, in effect, he has told outside parties
13 that this is an hourly contract plus
14 reimbursement of costs, right?

15 A. I understand that.

16 Q. Is that a yes? Is that some form of
17 Canadianism?

18 A. No, I don't know that of my own personal
19 knowledge, but I understand that's what he has
20 done because that's what he told me he did.

21 Q. With regard to what the defense has offered
22 as Defendant's Exhibit B in this handwritten
23 letter, who wrote that? I'm just curious.

24 A. Tony.

25 Q. So Tony knew about the need to put fee

1 A. Yes.

2 Q. And other invoices issued previous to that,
3 correct?

4 A. Yes.

5 Q. Tell me, prior to this lawsuit being filed did
6 Tony ever dispute any of those invoices?

7 A. No.

8 Q. And after this lawsuit was filed but prior to
9 the trial actually commencing, did Tony ever dispute
10 any of those invoices?

11 A. I don't know when. When you say he disputed
12 the invoices, from time to time he raised an argument
13 that we had agreed on a flat fee. That had never
14 been agreed upon. But at no point has he ever said
15 that any of the time or effort or the resources that
16 were committed as part of his retainer --

17 Q. Did his wife Linda ever dispute any of these
18 invoices?

19 A. No.

20 Q. Now, Tony certainly knew how to contact you,
21 correct?

22 A. Yeah.

23 Q. And he would write you letters?

24 A. Yes. Regularly.

25 Q. Plaintiff's Exhibit 5, letter dated April 4th,

1 2003, which has already been admitted, gives you
2 suggestions about Tony not only taking out \$250,000
3 life insurance policy to protect your fee, but also
4 indicates that he would execute a \$300,000 promissory
5 note if you would continue the case through the
6 supreme court, correct?

7 A. Yes.

8 Q. Nowhere in there does it say that we have a
9 flat fee and your fee is incorrect?

10 A. No.

11 Q. And this is -- this comes roughly six months
12 after you indicated that you wanted to terminate,
13 your firm indicated that?

14 A. That's correct.

15 Q. You responded, of course, that you weren't
16 going to agree to any of those schemes in Plaintiff's
17 Exhibit 4, correct?

18 A. That's correct.

19 MR. LINDNER: Nothing further.

20 THE COURT: Recross on that,
21 Mr. Leary?

22 MR. LEARY: Yes.

23 RE-CROSS-EXAMINATION OF WILLIAM GILMOUR

24 BY MR. LEARY:

25 Q. You said he raised the issue that you had a

1 flat flee arrangement?

2 A. Yes.

3 Q. More than once?

4 A. Yes, he raised it a number of times.

5 Q. And you were asked if he ever disputed
6 invoices?

7 A. That's correct.

8 Q. The first invoice you generated at his
9 request?

10 A. Yes. And he approved it.

11 Q. And he reviewed it and approved it?

12 A. Yes.

13 Q. The second invoice was for release from
14 custody and in violation of his bond; is that
15 correct?

16 A. It was for the bail hearing and in respect to
17 that charge and then the complete disposition of the
18 case.

19 Q. Okay. Now, the first invoice he didn't object
20 to because he approved it?

21 A. That's correct.

22 Q. The second invoice he paid?

23 A. Yes.

24 Q. And the third invoice was generated until
25 January of this year -- or January 2003?

1 A. Yes.

2 Q. Which is way after you ended your
3 representation. And when he received that invoice
4 did he object to it?

5 A. As I have indicated, he's never objected to
6 any of the entries or the commission of any of the
7 resources. The only thing he has ever said, is that
8 he has protested, that he thought that there was a
9 flat fee agreement, sometimes saying it was \$100,000,
10 sometimes saying it was 150, sometimes saying it was
11 200, and sometimes saying it was 300, to which I have
12 always responded that was never the arrangement, I've
13 never done that.

14 Q. But he did object to the fees?

15 A. No, he didn't object to any of the entries.

16 Q. Tell me, have you been required to make an
17 appearance in the Justice Society in Canada because
18 of his complaints for your bill?

19 A. No.

20 Q. You have never received any notice from the
21 Justice --

22 A. None.

23 Q. I'm not using the correct name?

24 A. I have not received such a notice from
25 anybody.

1 Q. You're not aware that he's filed a complaint?

2 A. I received a letter from the Law Society
3 sometime ago.

4 Q. The Law Society, that's the name?

5 A. Indicating that somebody had issued a
6 complaint that I was taking drugs in to the Metro
7 West Detention Center, to which I replied to both the
8 Law Society and the RCMP. I believe that was his
9 complaint.

10 But I have never been notified of any
11 complaint about my conduct or my accounts either from
12 the Assessment Office of the Superior Court of
13 Justice, or from the Law Society of Upper Canada at
14 any time.

15 Q. You're not aware of any complaints?

16 A. I am not.

17 Q. That are relative to your fee?

18 A. I am not.

19 Q. Did you receive letters from Tony indicating
20 that he had contacted them?

21 A. I received a letter from -- I saw a letter
22 from Tony at sometime that said something about he
23 had received some information that an account could
24 be assessed and that he might do that, but I never
25 received any notice that he has done it.

1 Q. Do you recall a letter that you wrote to him
2 on April 29th, 2003?

3 A. Not without much reference I don't.

4 Yes, this appears to be our letter.

5 Q. This is a five page letter. And in that
6 letter do you require that he withdraw any action
7 that he's filed with the Law Society?

8 A. I haven't read the letter, I just identified
9 it as a letter that appears to be mine. If you would
10 like, I would be happy to review it.

11 MR. LEARY: Your Honor, this
12 may be a time for a break.

13 THE COURT: Okay. Very
14 well. We'll break at this time. Let me ask
15 you to be back at 1:00, please, and we'll
16 resume.

17 - - - - -

18 (Lunch recess taken.)

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THURSDAY AFTERNOON SESSION, APRIL 29, 2004

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THE COURT: Go on the record. And remind Mr. Gilmour is still under oath.

Next question, Mr. Leary.

CONTINUED RECROSS-EXAMINATION OF WILLIAM GILMOUR

BY MR. LEARY:

Q. Before we adjourned for lunch we were discussing the letter. I have just misplaced it. We were talking about your letter of April 29th?

A. Yes.

Q. In that letter of April 29th do you recognize that there's an adversary proceeding between you and Bruce?

A. Adversary proceeding?

Q. Adversary position?

A. Yes.

Q. And that position was that he filed complaints about your bill, is that not so?

A. I don't believe that that's the case.

Q. He never filed any complaints about your bill?

A. I have no knowledge that he filed any complaint about my accounts.

Q. Do you have any complaints that Linda filed, any complaints about your bill?

1 A. I beg your pardon?

2 Q. Do you have any knowledge that Linda may have
3 filed any complaints about your bill?

4 A. No, I have no such, no occasion from anybody.

5 Q. You've never been notified by any proceeding
6 by the Law Society?

7 A. That's correct, I have not, other than the
8 complaint that I mentioned to you earlier about the
9 allegation that I was supposed to be taking drugs
10 into the detention center.

11 Q. I know nothing about that.

12 Now, just to refresh, because Linda was not
13 here before, how many times did you meet with her?

14 A. How many times have I met with Linda? Dozen
15 and a half.

16 Q. In those times did she direct you to do any
17 business for her and the corporation?

18 A. I can't say specifically that she directed me
19 to do business for her corporation on any of those
20 occasions or identify the business. I was instructed
21 by both of them, and did a great deal of business in
22 quite a number of range of areas. She was there when
23 I received those instructions on many occasions.

24 Q. Those instructions had to do with her
25 business?

1 A. Yes.

2 Q. And she instructed you?

3 A. Yes. I received instructions from her,
4 whether directly or indirectly.

5 Q. Well, give me the direct instructions that she
6 gave you.

7 A. I can't identify a direct instruction.

8 Q. What do you mean by "indirect"?

9 A. Either she or she and the company of her
10 husband or her husband speaking with her in the room
11 on the telephone at the same time, or in discussions
12 about things that I was dealing with for both of
13 them, I received instructions. I'm not in a position
14 to tell you she uttered these words about a
15 particular matter on a particular date.

16 Q. What do you mean, on the telephone with her
17 husband?

18 A. Well, I would be on the telephone frequently
19 with their residence and she would -- she would take
20 the phone, he would take the phone. There were
21 frequent times when he was in jail when I would be on
22 a telephone conference call arranged by her, a three
23 way call. There were quite a number of occasions
24 when -- as a matter of fact almost all of the
25 occasions they were both present when I received any

1 instructions from her, except for the few times when
2 he was still in jail.

3 Q. What instructions did you receive from her?

4 A. I was instructed to look after the Pacific
5 Blue Productions affairs concerning the development
6 of some sex creams.

7 Q. By her?

8 A. By her and her husband. They were there
9 together.

10 Q. What else did you --

11 A. There was Hallmark cards issue that I was
12 instructed to permit. She was there at the same time
13 I was given those instructions with respect to an
14 intellectual property issue. There were -- there
15 were a number of occasions when we met to talk about
16 placing a product called bubble tea in various
17 stores, including Rabba Supermarkets.

18 Q. Stay with Hallmark.

19 What instructions did she give you
20 specifically with Hallmark?

21 A. Well, if you're asking me for instructions
22 that she specifically gave me, I already answered you
23 that they were both there and I received the
24 instructions from both of them. I cannot give a
25 quote that she said to me.

1 The instructions from Hallmark were that they
2 wanted to pursue an intellectual property claim in
3 respect of some gift packaging that they had
4 developed and sent to Hallmark in a certified post
5 submission. The submission was sent under his name,
6 but he said that it was her idea and he wanted the
7 action commenced in her name and wanted that action
8 commenced on a contingency basis, and I declined to
9 do it.

10 Q. What did you do?

11 A. I sat with them, I talked about it, I analyzed
12 the proposition, I took a look at -- look at the
13 material they submitted and I said that I wasn't
14 prepared to take it on a contingency basis.

15 Q. You did nothing then?

16 A. I did nothing to further the matter beyond the
17 meeting and taking the instructions.

18 Q. What instructions did she give you relative to
19 the bubble tea?

20 A. The bubble tea, the instructions were jointly
21 both of them negotiating with Rabba Foods. There was
22 some investigation done with respect to product
23 liability insurance in order to get the product into
24 the marketplace, there was investigation getting the
25 product into the high schools in the greater Toronto

- 1 area, and there were some investigation, telephone
2 calls and negotiations, about putting them into the
3 universities area, as well.
- 4 Q. And she specifically told you to do that?
- 5 A. They specifically told.
- 6 Q. What did Linda tell you?
- 7 A. They specifically told me and jointly
8 instructed me.
- 9 Q. And none of your billing is for any of that
10 work?
- 11 A. No, I didn't bill for that work.
- 12 Q. So for all the work that you may have done for
13 the corporation, you did not bill for?
- 14 A. No. I didn't issue a bill to Pacific Blue
15 Productions for those products. It was part of the
16 hundreds of hours I chose not to bill for.
- 17 Q. Now tell me how you first met Linda.
- 18 A. The first time I met Linda, she came into my
19 office.
- 20 Q. She came into your office?
- 21 A. Yes.
- 22 Q. Do you recall that date?
- 23 A. The exact date?
- 24 Q. Yes.
- 25 A. It was in the latter part of 2000. I don't

1 remember the exact date. It was before I went to
2 Cleveland.

3 Q. And what instructions did she give you in that
4 meeting?

5 A. To go to Cleveland to interview some
6 neighbors. She confirmed the discussions that we had
7 had by three way telephone conversation with her
8 husband that was still in jail, that I was to go to
9 Cleveland, I was to interview certain witnesses, I
10 was to determine that they were there, I was taken --
11 go to the Holiday Inn and see if I could get a
12 statement from somebody there to confirm their
13 presence in the United States on a date that was less
14 than six months after they had entered Canada.
15 Because that was the critical point under which he
16 would have been committing an immigration violation.

17 Q. And you received those instructions direct
18 from her?

19 A. I received the instructions by telephone
20 conference with her and her husband and --

21 Q. Who was doing the speaking?

22 A. And she confirmed them when --

23 Q. Who was doing the speaking on the phone?

24 THE COURT: Let him finish
25 the answer.

- 1 A. Everybody, sir.
- 2 Q. And she gave you direction on that phone
3 conversation?
- 4 A. Yes.
- 5 Q. Or did you interpret that to be that way?
- 6 A. I had a telephone conversation with two
7 clients and received instruction.
- 8 Q. What other legal work did you directly do for
9 Linda?
- 10 A. All of the work that I did.
- 11 Q. All of it?
- 12 A. Yes.
- 13 Q. You did it for Linda?
- 14 A. Yes. I did it for both of them.
- 15 Q. At her direction?
- 16 A. She retained me with respect to the entire
17 matters for the family, and I acted for the family,
18 both of them, in respect to everything that I did.
- 19 Q. Your client was Bruce?
- 20 A. My client was both of them.
- 21 Q. Both of them. Do you have a written retainer
22 agreement or contract for services?
- 23 A. I do not.
- 24 Q. Nothing with Linda?
- 25 A. I do not have a written retainer agreement in

1 this matter at all.

2 Q. Well, you do have one for the initial part.
3 We've already been through that when we discussed
4 Exhibit B?

5 A. I have some instructions to do some particular
6 tasks within the entire matter that happened.

7 Q. Fixed fee?

8 A. For those particular tasks, yes.

9 Q. So you do have a fixed fee contract, at least
10 just for a minute task?

11 A. I did quote a particular fixed price for some
12 tasks within the engagement.

13 Q. And this was while Bruce was incarcerated?

14 A. Yes.

15 Q. And after he was released you went through no
16 other agreements with him?

17 A. I went through many agreements. I talked to
18 him on a daily basis, but nothing was reduced to
19 writing.

20 Q. Nothing was reduced to writing?

21 A. That's correct.

22 Q. And if you wanted Linda to participate in
23 that, did you get her to sign a contract that she was
24 going to be responsible for the debt of another?

25 A. Again, I say it's not the debt of another, and

1 I have nothing in writing by way of engagement.

2 Q. Did you ever tell Linda what your hourly rate
3 was?

4 A. Yes.

5 Q. When?

6 A. Very early on while he was still in custody
7 outside of the immigration hearing room on Victoria
8 Street in Toronto.

9 Q. You told her what your fees were?

10 A. Hourly rates, yes.

11 Q. You told her that you expected her to pay
12 that?

13 A. I expected the two of them to pay it. They
14 were my client.

15 Q. Did you tell her that?

16 A. Yes. On a number of occasions she assured me
17 I was going to be paid.

18 Q. When did you become aware of the existence of
19 property in Ohio?

20 A. While he was still in jail in 2000.

21 Q. And who did you learn that from?

22 A. From Tony.

23 Q. What was the basis of your discussion on that?

24 A. We were discussing how he was eventually going
25 to pay my fees and the resources that the family had

1 to look after things. And he said if all else comes
2 to the end, I have a house that's fully paid for in
3 Parma, Ohio.

4 Q. Did he discuss with you an amount of 100,000
5 plus that was being held by the government of the
6 United States?

7 A. He discussed some moneys that had been seized
8 by the Securities and Exchange Commission that he
9 wanted to have retrieved. I don't believe that the
10 number was \$100,000. I believe the number was closer
11 to \$300,000.

12 Q. Didn't you have a discussion about you would
13 receive part of those funds toward your fee when they
14 were recovered?

15 A. No. The discussion we had was that we would
16 be paid for our services. From time to time he would
17 say, if you will pick up this money, such as his
18 mother's money in the bank account, I will give you
19 half and I will take half, and I said fine. But I
20 did not have discussions with him that said if this
21 happens, you will get that money and that is the
22 limit of your recovery.

23 Q. No, I didn't say that. I said did he have
24 discussions with you about recovering the funds from
25 Florida, if and when they were recovered, they would

1 to something that we pay tax on. There's no point in
2 issuing the account until there's money to pay it
3 then.

4 Q. You never issued a bill, even a mockup of a
5 bill?

6 A. I issued him the interim account that he asked
7 for to recover the funds. I issued him an account
8 for the breach of bail and I showed him the sample
9 bills at my office for the time that was accumulating
10 when he visited on virtually a daily and sometimes
11 weekly other times basis.

12 MR. LEARY: I have no
13 further questions.

14 THE COURT: Very well.
15 Redirect?

16 MR. LINDNER: Yes, Your Honor.

17 REDIRECT EXAMINATION OF WILLIAM GILMOUR

18 BY MR. LINDNER:

19 Q. Mr. Gilmour, at the time you met Linda where
20 did she reside?

21 A. In Mississauga.

22 Q. Where did Tony reside?

23 A. In Parma, Ohio, as a permanent resident.

24 Q. 5810 Gilbert Avenue?

25 A. Yes.

1 MR. LEARY: What was the
2 question?
3 MR. LINDNER: Where was Tony.
4 MR. LEARY: What time?
5 MR. LINDNER: At time he met
6 Linda.
7 MR. LEARY: At the time he
8 met Linda?
9 MR. LINDNER: Yes.
10 Q. So Tony was a resident of the State of Ohio?
11 A. Yes.
12 Q. So he had personal contacts with the state at
13 this time?
14 A. To the best of my knowledge, yes.
15 Q. I'm going to show you what has been marked
16 Plaintiff's Exhibit 15.
17 THE COURT: What did you
18 call it?
19 MR. LINDNER: 15.
20 THE COURT: Thank you.
21 Q. Can you tell me what we're looking at?
22 A. This is a page from the International
23 Corporation Branch that was seeking the extradition
24 of Tony to the United States. And this is the
25 signature page of the request for assistance to the

1 Canadian authorities that was included in the
2 disclosure package.

3 Q. Now, under the social security number, phone,
4 had a U.S. social security number, correct?

5 A. I can't say that. I can say that it's not a
6 Canadian social security number.

7 Q. It notes that the driver's license is an Ohio
8 Driver's License?

9 A. It says that.

10 Q. So again Tony had Ohio connections?

11 A. Yes, to the best of my knowledge.

12 Q. In order to get a Ohio Driver's License he has
13 to be a resident of Ohio, is that your understanding?

14 A. That's my understanding.

15 Q. They have here listed 15 known aliases,
16 correct?

17 A. That's what it says.

18 Q. Including Bernie Schwartz?

19 A. Yes.

20 Q. Was he a Jewish individual, as far as you
21 know?

22 A. Not to the best of my knowledge.

23 Q. Albert Ash, Frank Negri, Robert Foley, Stuart
24 Reynolds and any combination of the same Anthony
25 Dimarco with D-i-m-a-r-c-o, D-e-m-a-r-c-o, D period

1 RCMP. Is that the Royal Canadian Mounted Police?

2 A. That's correct.

3 Q. And it notes that the Royal Canadian Mounted
4 Police has requested to conduct a nonalerting
5 investigation of Pacific Blue Productions, correct?

6 A. That's correct.

7 Q. Tell me, were you hired for the purpose of
8 handling or protecting Pacific Blue Production with
9 respect to this investigation?

10 A. I was retained by the family generally to look
11 after legal matters, except for immigration, that was
12 left with Mr. Drukarsh. And that included Pacific
13 Blue Productions, another investment promotion
14 company that he had, and their personal endeavors.

15 Q. Now, you've indicated toward the end of your
16 testimony that the invoices weren't the only times
17 that you made Tony aware of the account balance for
18 your services, correct?

19 A. That's correct.

20 Q. Tell me, with respect to Linda, did you make
21 her aware also?

22 A. I didn't have particular conversations about
23 the amount, but I had discussions with her from time
24 to time about how the amount was getting large and I
25 needed some assurance that we would be paid. In

1 response to that she said we always pay all of our
2 bills, sometimes it takes some time.

3 Q. With respect to whether you had those
4 discussions with Linda and Tony, were they before or
5 after you gave them that November of 2000 letter --
6 2002 letter, indicating your desire or indicating
7 your firm's desire to terminate the relationship?

8 A. Well, it was my partner's letter. But those
9 conversations happened both before and after that.

10 Q. And no dispute was raised?

11 A. Nobody has ever disputed that the time was put
12 in and the resources committed.

13 Q. Did anybody ever prior to this lawsuit dispute
14 that this was an hourly contract?

15 A. Well, as I've indicated in testimony before,
16 there were some times that Mr. Dimarco tried to
17 assert the proposition that there was a bulk fee, a
18 flat fee arrangement for varying amounts that came
19 into his line from time to time. But I had always
20 indicated that that was never the proposition, that I
21 simply didn't accept such retainers.

22 Q. Tell me, had the amount gone above \$150,000
23 prior to the lawsuit in this matter?

24 A. Yes.

25 Q. And there was no dispute regarding that figure

1 prior to this lawsuit, correct?

2 A. No.

3 Q. So this isn't a situation of you terminated a
4 client and then issued a big bill?

5 A. The time was docketed as the matter went
6 along, except for the initial consultation. The
7 first bill that was prepared for his review and the
8 time was logged and prepared and available to him at
9 any time and reviewed with him on many, many
10 occasions when I was in the office, sometimes all
11 night preparing things with him.

12 Q. Tell me, what was the purpose of you being
13 directed to come to Cleveland, Ohio, to take
14 statements?

15 A. In the context of his immigration hold. The
16 main issue was whether or not he had been in Canada
17 for more than six months. If he had, he was there
18 unlawfully. And he indicated to me that he had
19 crossed the border on Memorial Day. And he was
20 seeking evidence that that happened because that
21 would have placed him outside of Canada within the
22 six month period, thereby leaving him as a visitor of
23 Canada, permanent residence somewhere else. And he
24 needed to document, one, the fact that he was out of
25 the country. And we did that by taking sworn

1 statements from witnesses on Gilbert Avenue, by
2 relating water stains in the ceiling of the basement
3 at Gilbert Avenue to his testimony about the reason
4 he had come down, to repair a water leak that had
5 been reported to him by the custodian, and by
6 visiting the Holiday Inn. And eventually being able
7 to push to the position where Mr. Marshall Drukarsh
8 confirmed a crossing of the border within the six
9 months, which meant that he hadn't committed an
10 immigration offense by being there more than six
11 months, a visitor.

12 Q. So basically your understanding is that as a
13 result of the statements you obtained in Cleveland,
14 Ohio, at the direction of Linda and Tony, Tony was
15 permitted to stay in Canada, was not required to
16 leave at that time?

17 A. I don't know whether you can say he was
18 permitted to stay in Canada, but the major portion of
19 the immigration argument was dispelled.

20 Q. And that's because they determined that he was
21 a resident of Parma, Ohio, and the United States?

22 A. Yes. Primarily on the evidence.

23 MR. LEARY: Objection.

24 THE COURT: Grounds?

25 MR. LEARY: As to what they

- 1 D-i-m-a-r-c-o.
- 2 Q. And are you the spouse of Bruce Dimarco?
- 3 A. Yes, I am.
- 4 Q. Bruce, Tony Dimarco?
- 5 A. Yes.
- 6 Q. Where do you reside?
- 7 A. 610 Kedleston Way, Mississauga, Ontario.
- 8 Q. Where did you reside before that?
- 9 A. In Ohio, at 5810 Gilbert.
- 10 Q. How long did you reside there?
- 11 A. I don't know the exact, but for many months.
- 12 Q. Where did you reside before that?
- 13 A. In Miami, Florida.
- 14 Q. Where did you reside before that?
- 15 A. In Korea.
- 16 Q. Tell us your educational background.
- 17 A. A mail order in English literature for nine
- 18 years. I graduated in English literature.
- 19 Q. Are you the owner of a business or have you
- 20 been the owner of a business?
- 21 A. Yes. Pacific Blue Productions.
- 22 Q. That's your current business?
- 23 A. That is my current business, yes.
- 24 Q. What does that business do?
- 25 A. We help immigrants fill out documents to get

1 started in Canada. There's forms. Just because they
2 can't speak English, they're not -- how could you say
3 it -- they're not comfortable with filling in the
4 forms. I help them out.

5 Q. Were you in business in Korea?

6 A. Yes.

7 Q. What sort of business?

8 A. I was in the entertainment business. I had my
9 own production company. I am a recording artist. I
10 have a contract with BMV Records, it's one of the
11 fifth largest recording companies in the world. I
12 released a CD with them. That was my business in
13 Korea.

14 Q. How did you meet Tony?

15 A. I met him in Hong Kong in January 19th, in
16 1998. I met him on the street, he was lost, he asked
17 me for directions. That's how I met him.

18 Q. And you eventually moved to Florida?

19 A. I eventually went to Florida to see him, yes.

20 Q. And you were ultimately married?

21 A. We were married.

22 Q. In Florida?

23 A. We got married in Ohio.

24 Q. In Ohio?

25 A. Um-huh.

- 1 Q. And you moved to Florida?
- 2 A. Yes, and then I moved to Florida.
- 3 Q. Do you have children?
- 4 A. Yes. We have one son.
- 5 Q. Where was he born?
- 6 A. He was born in Ohio.
- 7 Q. Now, there came a time when Martha Gorcyca --
- 8 that's the mother of Bruce; is that correct?
- 9 A. Yes, that's correct.
- 10 Q. She transferred her real estate to her son?
- 11 A. Yes.
- 12 Q. Do you know when that was?
- 13 A. That when she was very ill. It was a few
- 14 months before she passed away, I believe. I'm not
- 15 sure. No, I'm not sure.
- 16 Q. We have a deed that's been admitted, it says
- 17 that she transferred her property to Bruce on October
- 18 2nd, 1998?
- 19 A. Okay.
- 20 Q. And then she became ill?
- 21 A. Yes.
- 22 Q. When she became ill did you move to Ohio?
- 23 A. Yes. I took care of her. She couldn't even
- 24 go to the bathroom by herself. I had to take care of
- 25 her.

1 Q. And did she get better?

2 A. She got a little bit better, and then she died
3 from her illness.

4 Q. She passed away on June 14th, 1999?

5 A. Yes.

6 Q. On June 15th, 1999, did Bruce transfer the
7 real estate to you?

8 A. I believe so, yes.

9 THE COURT: What date was
10 that again, sir?

11 MR. LEARY: June 15th, 1999.

12 Q. Can you tell me the circumstances about that?

13 A. My mother-in-law wanted the house transferred
14 over to me from the beginning directly because her
15 husband passed away from a heart attack. And she was
16 left with a lot of legal problems. I got along with
17 her very, very well. I was pregnant, she knew I was
18 pregnant, she saw the ultrasound, the pictures. She
19 was very worried about me. My husband is 17 years
20 older than me and he also had chest pains and I was
21 pregnant with his son. It was confirmed, she gave
22 the thumbs up, she was very, very happy, and she was
23 concerned about me, so she wanted the house -- she
24 wanted transferred over to me. My husband, he wanted
25 it. And I think that when my mother-in-law finally

1 passed away, it was a shock and he did what she
2 wanted him to do.

3 Q. Okay. Did you remain in Ohio?

4 A. Yes.

5 Q. You were still pregnant?

6 A. Yes.

7 Q. Were you having any difficulties with your
8 pregnancy?

9 A. From day one for the entire nine months I had
10 morning sickness. I couldn't keep my saliva down. I
11 did not gain any weight. I was having a lot of
12 problems with my pregnancy.

13 Q. As a result of those problems did your mother
14 come here from Canada --

15 A. Yes.

16 Q. -- to assist you?

17 A. Yes.

18 Q. All right. In about November of 1999 please
19 tell us what happened with your mother. Was she ill?

20 A. My mother had a brain tumor for over 10 years.
21 We just found out. It was bigger -- it was the size
22 of an orange. And they found out and they said that
23 if they didn't take her brain tumor out, that she
24 would die. So we had to go back to Canada because my
25 mother is not covered here. She's fully covered in

1 Exchange fraud?

2 A. He has never been indicted. They want to
3 speak to him.

4 Q. They want to speak, they want to bring him
5 back?

6 A. He's never been indicted.

7 Q. Mr. Gilmour was able to keep it so that he
8 never had to come back into the United States?

9 A. I don't know his dealings with Mr. Gilmour.

10 Q. Tell me, ma'am, you indicated that all funds
11 that you caused to be paid to Mr. Gilmour were paid
12 through your husband, correct?

13 A. Yes.

14 Q. You never paid any yourself out of your money?

15 A. I don't understand your question.

16 Q. Did you ever use your money to pay Gilmour?

17 A. I wrote checks from my corporation to pay
18 Mr. Gilmour.

19 Q. Okay. And you're the sole shareholder of that
20 corporation?

21 A. Yes. My husband cannot have a bank account.

22 Q. Why can he not have a bank account?

23 A. Because the government took all his ID. He
24 can't open it.

25 Q. Is it also because his assets would be seized?

1 BY MR. LINDNER:

2 Q. With regards to the transfer of the 5810
3 Gilbert residence, did either the party defendants
4 ever communicate to you why they did that?

5 A. Tony did.

6 Q. And the effect of the communication was what?

7 A. Tony said that he had conveyed it to protect
8 the property from a claim by his former wife Maggie
9 Perez. He indicated to me that there was some sort
10 of an agreement that he never produced concerning a
11 reconveyance to her or some sort. He said that it
12 was transferred in the first place to protect from
13 claims by her for child support.

14 Q. Did he mention whether or not it had anything
15 to do with the Securities and Exchange Commission
16 default judgment?

17 A. No, he didn't make that link. But he did tell
18 me that he knew about the Securities and Exchange
19 Commission issues at a time before the transfer was
20 registered.

21 MR. LINDNER: Nothing further.

22 THE COURT: Anything on

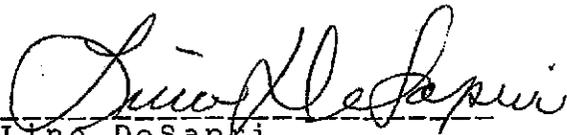
23 that?

24 REBUTTAL RECROSS-EXAMINATION OF WILLIAM GILMOUR

25 BY MR. LEARY:

C E R T I F I C A T E

1
2
3 I, Lino DeSapri, Official Court
4 Reporter for the Court of Common Pleas,
5 Cuyahoga County, Ohio, do hereby certify
6 that as such reporter I took down in
7 stenotypy all of the proceedings had in
8 said Court of Common Pleas in the above-
9 entitled cause; that I have transcribed my
10 said Stenotype notes into typewritten form
11 as appears in the foregoing Transcript of
12 Proceedings; and that said transcript is a
13 complete record of the proceedings, and
14 constitutes a true and correct transcript
15 of the proceedings had therein.

16
17 
18 Lino DeSapri
19 Official Court Reporter
20 Cuyahoga County, Ohio
21
22
23
24
25

C E R T I F I C A T E

We, Gregory L. Koterba and Lino A. DeSapri, Official Court Reporters for the Court of Common Pleas, Cuyahoga County, Ohio, do hereby certify that as such reporters we took down in stenotype all of the proceedings had in said Court of Common Pleas in the above-entitled cause; that we have transcribed our said stenotype notes into typewritten form, as appears in the foregoing Transcript of Proceedings; that said transcript is a complete record of the proceedings had in the trial of said cause and constitutes a true and correct Transcript of Proceedings had therein.



 Gregory L. Koterba
 Official Court Reporter
 Cuyahoga County, Ohio



 Lino A. DeSapri
 Official Court Reporter
 Cuyahoga County, Ohio

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TEL. (905)451-6610
FAX (905)451-1549

50 Queen Street West
Brampton, Ontario L6X 4H3

Mr. Bruce Anthony Gorcyca DiMarco

Jan 29, 2004

610 Kedleston Way
Lorne Park
Mississauga, Ontario L5H 1Y5

File #: 002977
Inv #: 65222

RE:

INVOICE

FEES
TO PROFESSIONAL SERVICES RENDERED as outlined below

DATE	DESCRIPTION
Sep 19/00	Telephone conversation with client; Telephone conversation with client's wife Linda; Review file to date;
Oct 02/00	Telephone conversation with client; Telephone conversation with client; Telephone conversation with M. DRUKARSH; Telephone conversation with Agent McGill - U.S. DEA;
Oct 04/00	Telephone conversation with client;
Oct 05/00	Telephone conversation with client; Telephone conversation with RCMP; Telephone conversation with DEA;
Oct 06/00	Telephone conversation with client; Telephone conversation with client; Telephone conversation with DEA;
Oct 24/00	Telephone conversation with client (x3); Telephone conversation with M. DRUKARSH; Telephone conversation with RCMP (x3);
Oct 25/00	Telephone conversation with client (x3); Travel to/from Linda YUM residence and return; Meeting with Linda YUM;
Nov 06/00	Attend at Metro West;
Dec 06/00	Telephone conversation with client on two occasions;
Jan 22/01	Attend to preparation of documentation for meeting with FBI and to confirm meeting with U.S. authorities;

- Jan 23/01 Travel to and from and attend at Metro west Detention centre and commence client interview by FBI including negotiation of terms of interview and proffer agreement;
- Feb 18/01 Attend to FBI issues;
- Feb 19/01 Attend to various FBI visit issues;
- Apr 06/01 Attend Metro West Detention Centre; meet client get affidavits signed, drop affidavits to Liz at courthouse;
- Apr 11/01 Telephone conversation with Bill Gilmour; draft direction and letter of introduction; Travel to Metro West Detention Centre; commission affidavit;
- Apr 12/01 Research quicklaw;
Review motion record by respondent and cases;
Factum for applicant;
- Apr 13/01 Research;
Prepare affidavit of client and amend affidavit;
- Apr 14/01 Amend affidavit of client;
Prepare factum;
- Apr 15/01 Affidavit of Gorcyca;
Factum of applicant;
Research quicklaw;
- Apr 16/01 Research/Quicklaw cases for judge;
Spoke with client;
Spoke with Linda told her to fax Amnesty report;
called Marshall Drukarsh and told him about Tony's date and that he may be required tomorrow;
- Apr 19/01 spoke with client;
- Apr 25/01 spoke with client;
Spoke with client;
Spoke to John Chipman;
- Apr 26/01 Spoke with client; Spoke with city T.V. reporter; prepared information to give to City T.V.;
- Apr 27/01 Spoke to client;
Message from Linda;
Met with City T.V. reporter Roger Peterson;
- Apr 30/01 Message from John Chipman;
Message from client;
spoke with client;
Met with reporter, Brodie Fenlon;
talked to Ivan Langrish;

-
- May 01/01 spoke with client;
 - May 02/01 Attend at Immigration Refugee Board hearing and travel to and from;
Spoke to Linda;
 - May 03/01 Spoke to Linda rearding Bond;
Draft letter to Immigration;
Letter to Immigration;
Called Immigration - Enza;
Spoke to client;
Spoke to Linda;
 - May 07/01 Meeting with client;
 - May 08/01 Telephone conversation with client;
 - May 09/01 Telephone conversation with client on two occasions;
 - May 23/01 Meeting with client at California Restaurant Mississauga;
 - Jun 11/01 Travel to and from Toronto; attend extradition hearing; and hold down until William R. Gilmour arrives;
 - Dec 06/01 Research;
 - Dec 08/01 Research extradition;
 - Dec 10/01 Research extradition;
Telephone conversation with Tony Gorcyca;
 - Dec 11/01 Research on extradition, review respondent's motion material;
Travel to and from Union station;
 - Dec 12/01 Research; meet with client; review case; preparation for hearing;
 - Dec 20/01 Attend offices of Amnesty review files and research abuses in U.S. prisons;
 - Dec 21/01 Prepare affidavit of Tony, amend factum, prepare notice of application;
 - Dec 27/01 Commissioning Affidavit
 - Dec 28/01 Notice of application, prepare materials to be filed with court;
 - Dec 31/01 filing, binding;
 - Jan 02/02 Travel to and from East Mall court appearance;
 - Jan 03/02 Meet with client; research;
 - Jan 07/02 Telephone conversation with client; review affidavits;
 - Jan 08/02 Fax attempts to companies in U.S.; left messages for other corporations;
 - Jan 09/02 Telephone conversation with client, computer research fax;
 - Jan 10/02 Prepare affidavit of Dr. Pallandi;
Travel to and from Toronto; swear affidavit of Dr. Pallandi;
 - Jan 11/02 Research;
 - Feb 04/02 Attend to client issues, telephone calls, E. GRENPAN and review research;
-

-
- Travel to and from court; court appearance, receive disclosure; set trial date for May 14/02;
Research, pull cases Quicklaw;
- Feb 07/02 Review and highlight case law from Schreiber extradition hearing;
- Feb 08/02 Review case law;
- Feb 19/02 Attend to preparation and review of potential submissions to Justice DUNNET;
- Feb 21/02 Attend to planning contingencies re: possible committal to extradition;
- Feb 25/02 Travel to client's residence and thence to Superior Court in Toronto;
Appear in Superior Court to receive judgment on committal for extradition client surrender into custody;
Discussions with Bradley REITZ;
Receive and review letter from Court in response to submissions sent directly to Court by client;
Pickup client, travel to TORONTO, receive judgment and consider appeal;
Research; bail pending on appeal;
Prepare notice of appeal to Court of Appeal;
- Feb 26/02 Telephone conversation with client from Metro West; amend notice of appeal; prepare affidavit of applicant; attach exhibits;
- Feb 27/02 Prepare affidavit for T. DiMARCO, travel to Metro West, commission affidavit; prepare appeal;
Telephone conversation with client, Telephone conversation with court reporters office, draft letter to court reporter;
- Mar 02/02 Revise materials, prepare for bail hearing, serve Crown counsel;
- Mar 04/02 Prepare materials, pick up client wife, attend at Court of Appeal, obtain order, obtain consent of Crown, attend upon Justice LASKIN, await issuance of order, return client wife home. deliver original order to Metro West Deytention Centre;
- Mar 14/02 Attend to preparation for DiMARCO appeal; discussion with E. GREENSPAN; meet with DHALIWAL; research grounds for appeal; meet with client to provide copies of material; long telephone discussion with MP SZABO;
- Mar 25/02 Submissions to the Minister begin drafting;
- Mar 26/02 Preparation of submissions to Minister including reviewing extradition material; research, file review;
- Apr 30/02 Receive voice mail from court reporter;
- May 14/02 Travel to East Mall Courts;
Meeting with client and Crown Counsel
Appear in Court to have charges withdrawn at the request of the Crown;
Meeting with client and wife;
Travel to BRAMPTON;
- May 28/02 Organize material in associate's office; sorting and separating;
- Jul 19/02 Receive instructions from associate;
-

Telephone conversation with court of appeal to inquire about dates for hearing application;

Prepare notice of application for extension of Sunset Clause at Ontario Court of Appeal;

Amend Notice of Application and draft Affidavit of Tony DiMarco in support of application;

Review files to locate material for NOA and affidavits;

Jul 24/02 Assist associate with application to extend sunset clause; bail in court of appeal;

Jul 26/02 Attend offices of Federal Crown Department of Justice, pick up consent, attend court of appeal to submit material, rejected due to no affidavit of service;

Aug 08/02 Research recent extradition decision;

Sep 11/02 Telephone conversation with client;

Sep 16/02 Draft submissions to Minister of Justice;

Sep 17/02 Attend to revise submissions and assemble documentation in support;

Sep 19/02 Continue preparation of supporting materials and revise submissions;

Sep 20/02 Review emails from Tony to William Gilmour, review materials to submit to Minister, order and organize materials, review files to locate all relevant materials and assist William Gilmour on submission preparation;

Sep 21/02 Assist William Gilmour with submissions to the Minister;

Attend to continued preparation of submissions to Minister and research attendant thereto;

Sep 22/02 Complete submissions to Minister with client and P. Dhaliwal subject to final proof Monday;

Assist William Gilmour on submissions to Minister;

Sep 23/02 Attend to final revisions of submissions to Minister and arrange for delivery to OTTAWA;

Assist Lorna to bind materials to send to Minister, copy and bind;

review submissions with William Gilmour and Bobby Janda review and revise;

Review submissions to Minister of Justice

Sep 25/02 Prepare Notice of Application; affidavit in support of application and draft order to extend perfecting appeal in the court of appeal to Oct 23/02; review previous orders on file; make amendments after review by associate;

Sep 26/02 Travel to/from Department of Justice and await consent to motion;

Attend at Ontario Court of Appeal;

- Oct 07/02 To; numerous meetings with client and spouse from and after May 23, 2002 through to this date; To; briefing, meeting, and discussing issues with Dr. Derek Pallandi, receiving his draft report, discussing revisions and receiving final report; To; various attendances upon witnesses including E. Ingvaldsen; To; appearances in Court in Toronto at 361 University including conduct of extradition hearing and at the Ontario Court of Appeal for bail pending appeal and extensions of various deadlines; To appeal committal for extradition; To; seek and obtain bail pending appeal; To; various extensions of bail pending appeal; To; numerous telephone conversations with client and numerous meetings; To; preparation of submissions to Minister of Justice Sept 19 - 23 inclusive (32 hours); To arrange for meeting with polygraph examiner and to prepare test affidavit including meeting with client and examiner.
- Oct 19/02 Attend to issues with client to secure payment and to correspondence from R. Jarchow to client at direction of partnership;
- Oct 30/02 Travel to/from TORONTO- Ontario Court of Appeal;
Appear before Justice CATZMAN at the Ontario Court of Appeal re client request for adjournment;
Meeting with Client;
Travel to/from BRAMPTON;
- Nov 10/02 Attend to sale of information issues, draft proposed offers, review with client, revise offers;
- Nov 25/02 Travel to and from Ontario Court of Appeal, Toronto;
Appear in court to remove PDC off the record;
- Nov 28/02 Travel to and from Old City Hall;
Appear in Old City Hall to get off the record;
- Dec 03/02 Preparation of materials for submission to Minister;
- Dec 04/02 Continue preparation of materials for submission to Minister;
- Dec 31/02 Attend to preparation of materials to perfect appeal and to deal with client issues re: dolls and visit from agents from Florida;
- Jan 06/03 Attend to perfection of appeal at Ontario Court of Appeal;
- Jan 07/03 Attend to perfection of appeal at Ontario Court of Appeal;
Research;
- Jan 17/03 Various attendances upon client;
- Jan 23/03 Draft Notice of Application to extend sunset clause;
- Jan 24/03 Attend to motion to extend sunset clause;
- Jan 30/03 Review factum and review book of authorities and highlight relevant sections;
- Feb 27/03 Travel to Court of Appeal for Ontario and appear on motion and drive client to reporting sites;
- Mar 14/03 To draft and prepare Order and having same issued and entered;
- Mar 19/03 Attend at Court of Appeal for Ontario to respond to motion by GORCYCA and return to BRAMPTON;
- Apr 06/03 Attend at office; meet with William Gilmour, receive instructions on drafting statement of claim against defendants; research and review Ohio civil procedure and court rules;

Apr 11/03 Attend to collection of account;

May 12/03 Attend to various issues with U.S. counsel and with respect to Court of Appeal on client motion to return us to the record in this matter;

May 14/03 Seek location of client motion at Court of Appeal and determine absence of client motion;

May 22/03 Deal with responding material issues and service of client over past three days;

May 23/03 Attend at Court of Appeal in response to unserved motion by client for relief against this firm;

May 28/03 Conduct conference call with Justice Rosenberg/DIMARCO/REITZ;

Jun 06/03 Confer with partner regarding research;

Jun 11/03 Research for motion;
Review motion materials;
Confer with partner;

Jun 12/03 Preparation of responding materials for Court of Appeal;
Continue preparation of responding materials for Court of Appeal;
Confer with partner;
Research regarding privilege;
Confer with clerk;

Jun 16/03 Research for motion;

Jun 17/03 Review applicants's factum and prepare response;

Jun 18/03 Prepare for Court of Appeal hearing;

Jun 19/03 Travel to/from TORONTO - Ontario Court of Appeal;
Appear at Court of Appeal;

Jun 23/03 Travel to/from TORONTO - Ontario Court of Appeal;
Appear in Ontario Court of Appeal;
Meeting with client;
Travel to/from BRAMPTON;

Jun 25/03 To drafting correspondence to DiMarco and to Court of Appeal;

Nov 24/03 Travel to/from TORONTO;
Appear in Ontario Court of Appeal and set hearing date of December Registration, 2003;
Travel to/from BRAMPTON;

Dec 15/03 Travel to Toronto and appear in Ontario Court of Appeal to respond to motion to review Order of Justice Laskin dismissing acces to file motion;

Total Fees \$141,200.00
GST on Fees \$9,884.00

DISBURSEMENTS

Postage	\$9.65
Photocopies	\$75.76
Fax	\$247.80
Parking	\$13.15
Agent's Fee	\$460.00
Courier	\$67.37
Computer assisted legal research	\$2.85
Telephone	\$119.82
Issue Statement of Claim*	\$157.00
Service fee	\$5.00
Purchase USdraft for \$1,140.00 @1.4008 + \$5.00 fee*	\$1,596.91
Travel expenses incurred *	\$256.85
Travel expenses incurred	\$349.71
Re: Agent Attending at Court of Appeal	\$1,625.00
pay to cost of U\$ draft \$2100.00 @ 1.4151for Lendner Weaver Crane acct*	\$2,971.71
service charge for U\$ draft	\$5.00
bank service fee	\$5.00
pay to invoice - \$190.00US @1.3210*	\$250.99
cancel stale-dated cheque	-\$53.00
Purchase \$1,000.00 US draft to Daniel Lindner @1.3717 + \$5.00 fee *	\$1,376.70
Total Disbursements	\$9,543.27
GST on Disbursements	\$205.32
Total Fees, Disbursements & GST	\$160,832.59
Less amount paid from Trust	\$0.00
Previous balance	\$90,073.12
Previous payments	\$30.00
Balance Due Now	\$250,875.71

THIS IS OUR ACCOUNT HEREIN

Note: In accordance with Section 35 of the Solicitors Act, interest will be charged at the rate of 2.5% per annum on unpaid fees, charges, or disbursements calculated from a date that is one month after this statement is delivered.

Total Tax: 10,089.32
GST #: R121422026
* tax-exempt; # includes pst

TRUST STATEMENT

		Disbursements	Receipts
	Trust Balance Forward		3,483.27
Apr-30-03	Paid To: State dated cks cancel stale-dated ck.	-30.00	
Jan-29-04	Paid To: PROUSE, DASH & CROUCH Payment for invoice: 65202	3,483.27	
	Paid To: PROUSE, DASH & CROUCH Partial payment of O/S account	30.00	
	Total Trust	\$3,483.27	\$3,483.27
	Trust Balance		\$0.00

Mr. Bruce Anthony Gorcycya DiMarco

Jan 29, 2004

610 Kedleston Way
Lorne Park
Mississauga, Ontario L5H 1Y5

File #: 002977
Inv #: 65202

Re

INVOICE FOR DISBURSEMENTS

Purchase \$2,700.00 US draft to Hylant Group @ 1.3717	\$3,708.59
+ \$5.00 fee*	
Total Disbursements	\$3,708.59
GST on Disbursements	\$0.00
Total Disbursements & GST	\$3,708.59
Less amount paid from trust	\$0.00
Total Now Due and Payable	\$225.32

THIS IS OUR ACCOUNT HEREIN

Note: In accordance with Section 35 of the Solicitors Act, interest will be charged at the rate of 2.5% per annum on unpaid fees, charges, or disbursements calculated from a date that is one month after this statement is delivered.

Total Tax: \$0.00
GST #: R12142202/
* tax-exempt; # includes ps

Apr 06/01 Attend Metro West Detention Centre; meet client get affidavits signed, drop affidavits to Liz at courthouse;

Apr 11/01 Telephone conversation with Bill Gilmour; draft direction and letter of introduction; Travel to Metro West Detention Centre; commission affidavit;

Apr 12/01 Research quicklaw;
Review motion record by respondent and cases;
Factum for applicant;

Apr 13/01 Research;
Prepare affidavit of client and amend affidavit;

Apr 14/01 Amend affidavit of client;
Prepare factum;

Apr 15/01 Affidavit of Gorcyca;
Factum of applicant;
Research quicklaw;

Apr 16/01 Research/Quicklaw cases for judge;
Spoke with client;
Spoke with Linda told her to fax Amnesty report;
called Marshall Drukarsh and told him about Tony's date and that he may be required tomorrow;

Apr 19/01 spoke with client;

Apr 25/01 spoke with client;
Spoke with client;
Spoke to John Chipman;

Apr 26/01 Spoke with client; Spoke with city T.V. reporter; prepared information to give to City T.V.;

Apr 27/01 Spoke to client;
Message from Linda;
Met with City T.V. reporter Roger Peterson;

Apr 30/01 Message from John Chipman;
Message from client;
spoke with client;
Met with reporter, Brodie Fenlon;
talked to Ivan Langrish;

May 01/01 spoke with client;

May 02/01 Attend at Immigration Refugee Board hearing and travel to and from;
Spoke to Linda;

May 03/01 Spoke to Linda reboarding Bond;
Draft letter to Immigration;
Letter to Immigration;
Called Immigration - Enza;
Spoke to client;
Spoke to Linda;

May 07/01 Meeting with client;

May 08/01 Telephone conversation with client;
May 09/01 Telephone conversation with client on two occasions;
May 23/01 Meeting with client at California Restaurant Mississauga;
Jun 11/01 Travel to and from Toronto; attend extradition hearing; and hold down until William R. Gilmour arrives;
Dec 06/01 Research;
Dec 08/01 Research extradition;
Dec 10/01 Research extradition;
Telephone conversation with Tony Gorcyca;
Dec 11/01 Research on extradition, review respondent's motion material;
Travel to and from Union station;
Dec 12/01 Research; meet with client; review case; preparation for hearing;
Dec 20/01 Attend offices of Amnesty review files and research abuses in U.S. prisons;
Dec 21/01 Prepare affidavit of Tony, amend factum, prepare notice of application;
Dec 27/01 Commissioning Affidavit
Dec 28/01 Notice of application, prepare materials to be filed with court;
Dec 31/01 filing, binding;
Jan 02/02 Travel to and from East Mall court appearance;
Jan 03/02 Meet with client; research;
Jan 07/02 Telephone conversation with client; review affidavits;
Jan 08/02 Fax attempts to companies in U.S.; left messages for other corporations;
Jan 09/02 Telephone conversation with client, computer research fax;
Jan 10/02 Prepare affidavit of Dr. Pallandi;
Travel to and from Toronto; swear affidavit of Dr. Pallandi;
Jan 11/02 Research;
Feb 04/02 Attend to client issues, telephone calls, E. GRENPAN and review research;
Travel to and from court; court appearance, receive disclosure; set trial date for May 14/02;
Research, pull cases Quicklaw;
Feb 07/02 Review and highlight case law from Schreiber extradition hearing;
Feb 08/02 Review case law;
Feb 19/02 Attend to preparation and review of potential submissions to Justice DUNNET;
Feb 21/02 Attend to planning contingencies re: possible committal to extradition;
Feb 25/02 Travel to client's residence and thence to Superior Court in Toronto;
Appear in Superior Court to receive judgment on committal for extradition client surrender into custody;
Discussions with Bradley REITZ;
Receive and review letter from Court in response to submissions sent directly to Court by client;
Pickup client, travel to TORONTO, receive judgment and consider appeal;
Research; bail pending on appeal;
Prepare notice of appeal to Court of Appeal;
Feb 26/02 Telephone conversation with client from Metro West; amend notice of appeal; prepare affidavit of applicant; attach exhibits;

- Feb 27/02 Prepare affidavit for T. DiMARCO, travel to Metro West, commission affidavit; prepare appeal;
Telephone conversation with client, Telephone conversation with court reporters office, draft letter to court reporter;
- Mar 02/02 Revise materials, prepare for bail hearing, serve Crown counsel;
- Mar 04/02 Prepare materials, pick up client wife, attend at Court of Appeal, obtain order, obtain consent of Crown, attend upon Justice LASKIN, await issuance of order, return client wife home. deliver original order to Metro West Deytention Centre;
- Mar 14/02 Attend to preparation for DiMARCO appeal; discussion with E. GREENSPAN; meet with DHALIWAL; research grounds for appeal; meet with client to provide copies of material; long telephone discussion with MP SZABO;
- Mar 25/02 Submissions to the Minister begin drafting;
- Mar 26/02 Preparation of submissions to Minister including reviewing extradition material, research, file review;
- Apr 30/02 Receive voice mail from court reporter;
- May 14/02 Travel to East Mall Courts;
Meeting with client and Crown Counsel'
Appear in Court to have charges withdrawn at the request of the Crown;
Meeting with client and wife;
Travel to BRAMPTON;
- May 28/02 Organize material in associate's office; sorting and separating;
- Jul 19/02 Receive instructions from associate;
Telephone conversation with court of appeal to inquire about dates for hearing application;
Prepare notice of application for extension of Sunset Clause at Ontario Court of Appeal;
Amend Notice of Application and draft Affidavit of Tony DiMarco in support of application;
Review files to locate material for NOA and affidavits;
- Jul 24/02 Assist associate with application to extend sunset clause; bail in court o appeal;
- Jul 26/02 Attend offices of Federal Crown Department of Justice, pick up consent, attend court of appeal to submit material, rejected due to no affidavit of service;
- Aug 08/02 Research recent extradition decision;
- Sep 11/02 Telephone conversation with client;
- Sep 16/02 Draft submissions to Minister of Justice;
- Sep 17/02 Attend to revise submissions and assemble documentation in support;
- Sep 19/02 Continue preparation of supporting materials and revise submissions;
- Sep 20/02 Review emails from Tony to William Gilmour, review materials to submit to Minister, order and organize materials, review files to locate all relevant materials and assist William Gilmour on submission preparation;
- Sep 21/02 Assist William Gilmour with submissions to the Minister;
Attend to continued preparation of submissions to Minister and research attendant thereto;
- Sep 22/02 Complete submissions to Minister with client and P. Dhaliwal subject to final proof Monday;
Assist William Gilmour on submissions to Minister;

-
- Sep 23/02 Attend to final revisions of submissions to Minister and arrange for delivery to OTTAWA;
Assist Lorna to bind materials to send to Minister, copy and bind;
review submissions with William Gilmour and Bobby Janda review and revise;
Review submissions to Minister of Justice
- Sep 25/02 Prepare Notice of Application; affidavit in support of application and draft order to extend perfecting appeal in the court of appeal to Oct 23/02; review previous orders on file; make amendments after review by associate;
- Sep 26/02 Travel to/from Department of Justice and await consent to motion;
Attend at Ontario Court of Appeal;
- Oct 07/02 To; numerous meetings with client and spouse from and after May23, 2002 through to this date; To; briefing, meeting, and discussing issues with Dr. Derek Pallandi, receiving his draft report, discussing revisions and receiving final report; To; various attendances upon witnesses including E. Ingvaldsen; To; appearances in Court in Toronto at 361 University including conduct of extradition hearing and at the Ontario Court of Appeal for bail pending appeal and extensions of various deadlines; To appeal committal for extradition; TO; seek and obtain bail pending appeal; To; various extensions of bail pending appeal; To; numerous telephone conversations with client and numerous meetings; To; preparation of submissions to Minister of Justice Sept 19 - 23 inclusive (32 hours); To arrange for meeting with polygraph examiner and to prepare test affidavit including meeting with client and examiner.
- Oct 19/02 Attend to issues with client to secure payment and to correspondence from R. Jarchow to client at direction of partnership;
- Oct 30/02 Travel to/from TORONTO- Ontario Court of Appeal;
Appear before Justice CATZMAN at the Ontario Court of Appeal re client request for adjournment;
Meeting with Client;
Travel to/from BRAMPTON;
- Nov 10/02 Attend to sale of information issues, draft proposed offers, review with client, revise offers;
- Nov 25/02 Travel to and from Ontario Court of Appeal, Toronto;
Appear in court to remove PDC off the record;
- Nov 28/02 Travel to and from Old City Hall;
Appear in Old City Hall to get off the record;
- Dec 03/02 Preparation of materails for submission to Minister;
- Dec 04/02 Continue preparation of materails for submission to Minister;
- Dec 31/02 Attend to preparation of materials to perfect appeal and to deal with client issues re: dolls and visit from agents from Florida;
- Jan 06/03 Attend to perfection of appeal at Ontario Court of Appeal;
- Jan 07/03 Attend to perfection of appeal at Ontario Court of Appeal;
Research;
- Jan 17/03 Various attendances upon client;
- Jan 23/03 Draft Notice of Application to extend sunset clause;
- Jan 24/03 Attend to motion to extend sunset clause;
- Jan 30/03 Review factum and review book of authorities and highlight relevant sections;
-

Feb 27/03 Travel to Court of Appeal for Ontario and appear on motion and drive client to reporting sites;

Mar 14/03 To draft and prepare Order and having same issued and entered;

Mar 19/03 Attend at Court of Appeal for Ontario to respond to motion by GORCYCA and return to BRAMPTON;

Apr 06/03 Attend at office; meet with William Gilmour, receive instructions on drafting statement of claim against defendants; research and review Ohio civil procedure and court rules;

Apr 11/03 Attend to collection of account;

May 12/03 Attend to various issues with U.S. counsel and with respect to Court of Appeal on client motion to return us to the record in this matter;

May 14/03 Seek location of client motion at Court of Appeal and determine absence of client motion;

May 22/03 Deal with responding material issues and service of client over past three days;

May 23/03 Attend at Court of Appeal in response to unserved motion by client for relief against this firm;

May 28/03 Conduct conference call with Justice Rosenberg/DiMARCO/REITZ;

Jun 06/03 Confer with partner regarding research;

Jun 11/03 Research for motion;
 Review motion materials;
 Confer with partner;

Jun 12/03 Preparation of responding materials for Court of Appeal;
 Continue preparation of responding materials for Court of Appeal;
 Confer with partner;
 Research regarding privilege;
 Confer with clerk;

Jun 16/03 Research for motion;

Jun 17/03 Review applicants's factum and prepare response;

Jun 18/03 Prepare for Court of Appeal hearing;

Jun 19/03 Travel to/from TORONTO - Ontario Court of Appeal;
 Appear at Court of Appeal;

Jun 23/03 Travel to/from TORONTO - Ontario Court of Appeal;
 Appear in Ontario Court of Appeal;
 Meeting with client;
 Travel to/from BRAMPTON;

Jun 25/03 To drafting correspondence to DiMarco and to Court of Appeal;

Total Fees \$138,730.00
 GST on Fees \$9,711.10

DISBURSEMENTS

Photocopies	\$63.44
Fax	\$225.67
Parking	\$13.15
Agent's Fee	\$460.00

Courier	\$45.11	
Computer assisted legal research	\$2.85	
Telephone	\$95.93	
Issue Statement of Claim*	\$157.00	
Purchase USdraft for \$1,140.00 @1.4008 + \$5.00 fee*	\$1,596.91	
Service fee	\$5.00	
Total Disbursements		\$2,665.06
GST on Disbursements		\$63.78
Total Fees, Disbursements & GST		\$151,169.94
Less amount paid from Trust	-	\$0.00
Previous balance		\$89,847.80
Previous payments	-	\$0.00
Balance Due Now		<u>\$241,017.74</u>

THIS IS OUR ACCOUNT HEREIN

Note: In accordance with Section 35 of the Solicitors Act, interest will be charged at the rate of 2.5% per annum on unpaid fees, charges, or disbursements calculated from a date that is one month after this statement is delivered.

Total Tax: \$9,774.88
 GST #: R121422026
 * tax-exempt; # includes pst

TRUST STATEMENT

		Disbursements	Receipts
Oct-23-00	Received From: Mrs. Chai Jin Yum Deposit received		2,000.00
Oct-24-00	Received From: Linda Yum Deposit received		1,500.00
	Paid To: William R. Gilmour Expense advance for Ohio/New York trip	3,200.00	
Jan-22-01	Received From: Ji Hae Linda Yum Retainer		500.00
Feb-06-01	Paid To: Minister of Finance Filing fee - Notice of Action	157.00	
Feb-28-01	Received From: MZG International Corp. Deposit received (U.S. funds)		5,000.00
Mar-12-01	Received From: MZG International Corp. NSF cheque		-5,000.00
Mar-14-01	Paid To: PROUSE, DASH & CROUCH On account of disbursements incurred	534.05	
Apr-11-01	Received From: Mr. Bruce Anthony Gorcyca DiMarco Deposit received		7,692.09
	Paid To: Linda Yum Trust funds disbursed at client's discretion to client's wife	3,846.00	
Apr-12-01	Paid To: Federal Court of Canada Issue Application	30.00	
Apr-27-01	Received From: Linda Yum Deposit received		100.00
May-01-01	Received From: Linda Yum Deposit received		500.00
May-23-01	Paid To: PROUSE, DASH & CROUCH To pay outstanding account	4,072.85	
Jul-05-01	Paid To: PROUSE, DASH & CROUCH To pay outstanding account	452.19	
Jun-17-02	Received From: Pacific Blue Productions, Inc. Retainer		2,000.00
Jun-20-02	Paid To: Lynn Rochester pay to invoice dated April 11/02	64.00	
Sep-09-02	Received From: Pacific Blue Productions Deposit received		1,000.00
Sep-12-02	Paid To: PROUSE, DASH & CROUCH On account of disbursements incurred	116.25	

Sep-16-02	Paid To: John McClinton Polygraph	1,000.00	
Sep-20-02	Paid To: Mila Morales, CSR Transcript	393.75	
Oct-04-02	Paid To: Lynn Rochester photocopies by Court Reporter	75.00	
Jan-29-03	Paid To: PROUSE, DASH & CROUCH On account of disbursements incurred	1,351.00	
	Total Trust	<u>\$15,292.09</u>	<u>\$15,292.09</u>
	Trust Balance		\$0.00

Mr. Bruce Anthony Gorcyca DiMarco

Jan 31, 2003

610 Kedleston Way
Lorne Park
Mississauga, Ontario L5H 1Y5

File #: 002977
Inv #: 57799

RE: Assault while in custody

INVOICE

FEES
TO PROFESSIONAL SERVICES RENDERED as outlined below

DISBURSEMENTS

Postage	\$0.48	
Photocopies	\$6,564.00	
Fax	\$787.12	
Mileage	\$216.86	
Parking	\$68.55	
Transcript	\$116.25	
Agent's Fee	\$880.09	
Conveyancer's fee for court filing	\$45.00	
Courier	\$394.83	
Computer assisted legal research	\$183.86	
Telephone	\$163.73	
Issue Summons to Witness*	\$19.00	
Issue Two Summons to Witness	\$38.00	
Conduct Money	\$53.00	
reimbursement for expenses incurred - parking	\$8.00	
Issue Blank Summons to Witness - 10*	\$190.00	
Parking	\$24.36	
meal expense	\$64.80	
Krivel: Practical Guide to Cdn Extradition	\$95.00	
Convert video	\$18.78	
Parking	\$8.45	
Parking	\$5.61	
Total Disbursements		\$9,945.77
GST on Disbursements		<u>\$681.57</u>
Total Fees, Disbursements & GST		\$10,627.34
Less amount paid from Trust		\$4,419.44
Previous balance		

Previous payments
Balance Due Now

THIS IS OUR ACCOUNT HEREIN

Note: In accordance with Section 35 of the Solicitors Act, interest will be charged at the rate of 2.5% per annum on unpaid fees, charges, or disbursements calculated from a date that is one month after this statement is delivered.

Total Tax: \$681.57
GST #: R121422026
* tax-exempt; # includes pst

TRUST STATEMENT

		Disbursements	Receipts
	Trust Balance Forward		452.19
Jul-05-01	Paid To: PROUSE, DASH & CROUCH To pay outstanding account	452.19	
Jun-17-02	Received From: Pacific Blue Productions, Inc. Retainer		2,000.00
Jun-20-02	Paid To: Lynn Rochester pay to invoice dated April 11/02	64.00	
Sep-09-02	Received From: Pacific Blue Productions Deposit received		1,000.00
Sep-12-02	Paid To: PROUSE, DASH & CROUCH On account of disbursements incurred	116.25	
Sep-16-02	Paid To: John McClinton Polygraph	1,000.00	
Sep-20-02	Paid To: Mila Morales, CSR Transcript	393.75	
Oct-04-02	Paid To: Lynn Rochester photocopies by Court Reporter	75.00	
Jan-29-03	Paid To: PROUSE, DASH & CROUCH On account of disbursements incurred	1,351.00	
	Total Trust	\$3,452.19	\$3,452.19
	Trust Balance		\$0.00

Mr. Bruce Anthony Gorcyca DiMarco

Jun 25, 2002

610 Kedleston Way
Lorne Park
Mississauga, Ontario L5H 1Y5

File #: 022858
Inv #: 51904

RE: DiMarco ats. Regina
Fail to comply with Recognizance

INVOICE

FEES

To attend Court at 361 University Avenue and conduct bail hearing;
To attend Court at 80 East Mall; receipt and review of disclosure and meet with client;
To attend Court at 80 East Mall to meet with Crown and negotiate withdrawal of charges; to see to withdrawal of charges before Justice Khoorshed.

Total Fees	\$4,750.00
GST on Fees	\$332.50

DISBURSEMENTS

Postage	\$0.48
Photocopies	\$1.00
Mileage	\$18.98
File opening/storage charge	\$25.00
Total Disbursements	\$45.46
GST on Disbursements	\$3.18
Total Fees, Disbursements & GST	\$5,131.14
Less amount paid from Trust	\$0.00
Balance Due Now	\$5,131.14

THIS IS OUR ACCOUNT HEREIN

Note: In accordance with Section 35 of the Solicitors Act, interest will be charged at the rate of 2.5% per annum on unpaid fees, charges, or disbursements calculated from a date that is one month after this statement is delivered.

Total Tax: \$335.68

GST #: R121422026

* tax-exempt; # includes pst

Queen Street West
Brimpton, Ontario L6X 4H3

TEL: (905)451-6610
FAX: (905)451-1549

Mr. Bruce Anthony Gorcyca DiMarco

May 23, 2001

610 Kedleston Way
Lorne Park
Mississauga, Ontario L5H 1Y5

File #: 002977
Inv #: 44275

RE: Assault while in custody

INVOICE

FEES

TO PROFESSIONAL SERVICES RENDERED as outlined below

DATE	DESCRIPTION	
May 23/01	Correct fee split	
	Correct fee split	
	Correct fee split	
	To accepting client file and review of documentation, audio tapes, video tapes and to conduct telephone correspondence with various persons prior to commencing representation;	
	Correct fee split	
	Total Fees	\$2,641.29
	GST on Fees	\$184.89

DISBURSEMENTS

Postage	\$3.35
Photocopies	\$277.25
Fax	\$471.15
Mileage	\$139.62
Parking	\$31.93
File opening/storage charge	\$25.00
Agent's Fee	\$95.00
Conveyancer's fee for delivery/service	\$15.00
Courier	\$170.46
Computer assisted legal research	\$76.81
Telephone	\$85.51
Miscellaneous expense	\$24.53
Paid invoice for photograph developing	\$9.49
Laser prints	\$25.92
request for photocopies	\$5.00
Photographs	\$50.76

NSF fee	\$15.00	
Courier (purolator)	\$7.92	
Meal	\$84.52	
Transaction Levy: Statement of Claim	\$50.00	
Total Disbursements		\$1,664.22
GST on Disbursements		<u>\$116.50</u>
Total Fees, Disbursements & GST		\$4,606.90
Less amount paid from Trust	-	\$4,606.90
Previous balance		
Previous payments	-	
Balance Due Now		

THIS IS OUR ACCOUNT HEREIN

Note: In accordance with Section 35 of the Solicitors Act, interest will be charged at the rate of 2.5% per annum on unpaid fees, charges, or disbursements calculated from a date that is one month after this statement is delivered.

Total Tax: \$301.39
GST #: R121422026
* tax-exempt; # includes pst

TRUST STATEMENT

		Disbursements	Receipts
Oct-23-00	Received From: Mrs. Chai Jin Yum Deposit received		2,000.00
Oct-24-00	Received From: Linda Yum Deposit received		1,500.00
	Paid To: William R. Gilmour Expense advance for Ohio/New York trip	3,200.00	
Jan 22-01	Received From: Ji Hae Linda Yum Retainer		500.00
Feb-06-01	Paid To: Minister of Finance Filing fee - Notice of Action	157.00	
Feb-28-01	Received From: MZG International Corp. Deposit received (U.S. funds)		5,000.00
Mar-12-01	Received From: MZG International Corp. NSF cheque		-5,000.00
Mar 14-01	Paid To: PROUSE, DASH & CROUCH On account of disbursements incurred	534.05	
Apr-11-01	Received From: Mr. Bruce Anthony Gorcyca DiMarco Deposit received		7,692.09
	Paid To: Linda Yum Trust funds disbursed at client's discretion to client's wife	3,846.00	
Apr 12-01	Paid To: Federal Court of Canada Issue Application	30.00	
Apr-27-01	Received From: Linda Yum Deposit received		100.00
May-01-01	Received From: Linda Yum Deposit received		500.00
May-23-01	Paid To: PROUSE, DASH & CROUCH To pay outstanding account	4,072.85	
	Total Trust	\$11,839.90	\$12,292.09
	Trust Balance		\$452.19

Bruce Anthony Gorcyca Dimarco
610 Kedleston Way
Lorne Park
Mississauga ON L5H 1Y5

May 23, 2001

File: 002977

RE: EXTRADITION/IMMIGRATION/CIVIL DAMAGES MATTERS

INVOICE

1. August 29, 2000 - To meeting with client at Metro West Detention Centre including traveling to and from
3.5 hours Our Fee \$1,050.00
2. August 30, 2000 - To meeting with client's wife at our offices
2 hours Our Fee \$600.00
3. September 20, 2000 - To meeting client at Metro West Detention Centre
4.2 hours Our Fee \$1,260.00
4. October 16, 2000 - To meeting with client and others at Metro West Detention Centre
4.4 hours Our Fee \$1,320.00
5. October 26, 2000 - To traveling by air to Cleveland Ohio and then to Parma, Ohio to interview witnesses and take evidence under oath, then traveling to New York to meet with U.S. Attorney Tanya Hill
One day Our Fee \$4,000.00
6. October 27, 2000 - To meeting with U.S. Attorney Tanya Hill, report to client and Attorney Dukarsh and returning to Toronto, Ontario by air
One Day Our Fee \$4,000.00
7. November 8, 2000 - To traveling to and attending at Bail Hearing at Immigration in Toronto and return to Brampton

-
8. December 11, 2000 - To traveling to Toronto and attending at Bail Hearing
5.1 hours Our Fee \$1,530.00

 9. January 18 - 23, 2001 - To negotiations and arrangements for client to meet U.S. authorities and to attending at Metro West Detention Centre regarding proffer arrangements and agreement
8.6 hours Our Fee \$2,580.00

 10. February 12, 2001 - To traveling to Toronto and attending at Extradition remand and returning to Brampton
7.3 hours Our Fee \$2,190.00

 11. March 16, 2001 - To traveling to Toronto and attending at Extradition remand and returning to Brampton
4.6 hours Our Fee \$1,380.00

 12. April 9, 2001 - To attending Court at 361 University Avenue in Toronto and returning to Brampton
One Day Our Fee \$4,000.00

 13. April 17, 2001 - To attending Court at Toronto and returning to Brampton
3.2 hours Our Fee \$960.00

 14. May 22, 2001 - To numerous visits to custodial setting; To review correspondence with client; To attending receipt of confidential information on various dates (which dates must remain confidential); To receipt of numerous fifteen (15) minute phone calls from custody from September, 2000 - present, six - eight (6 - 8) per week average; and To correspondence in writing and by telephone with Crown Attorneys, U.S. Attorney, other enforcement agencies and other counsel for client from September, 2000 to date, including meeting with client at Milton and later at our offices after release

36 weeks x 2.5 hours
per week Our Fee \$27,000.00

36 weeks x 1.75 hours
per week (client calls) Our Fee \$18,900.00

Assistance by way of attendance, research, witnessing and drafting:

James D. Locker	7.5 hours	\$1,500.00	
Dheriminder (Paul) Dhaliwal	20 hours	\$2,500.00	
Christopher G. Harrison	7.5 hours	\$1,500.00	
Ralf R. Jarchow	6 hours	\$1,500.00	\$7,000.00

OUR FEE FOR W.R. GILMOUR FROM
AUGUST 29, 2000 - MAY 22, 2001 AS ABOVE \$72,570.00

\$79,570.00

PLUS G.S.T. @ 7% \$5,569.90

TOTAL \$85,139.90

THIS IS OUR ACCOUNT HEREIN

Note: In accordance with Section 35 of the Solicitors Act, interest will be charged at the rate of _____ per annum on unpaid fees, charges, or disbursements calculated from a date that is one month after this statement is delivered.

GST#: R121422026

* tax-exempt; # includes pst

Mr. Bruce Anthony Gorcyca DiMarco

Resp. Lwy.

William R. Gilmour

Mr. Bruce Anthony Gorcyca DiMarco

Jan 15, 2004

610 Kedleston Way
Lorne Park
Mississauga, Ontario L5H 1Y5
RE: Assault while in custody

File #: 002977
Inv #: Sample

SAMPLE INVOICE

FEES

<u>DATE</u>	<u>DESCRIPTION</u>	<u>Hours</u>	<u>Amount</u>	<u>Lwy</u>
Sep 19/00	Telephone conversation with client;	0.20	\$50.00	WRG
	Telephone conversation with client's wife Linda;	0.30	\$75.00	WRG
	Review file to date;	0.50	\$125.00	WRG
Oct 02/00	Telephone conversation with client;	0.50	\$125.00	WRG
	Telephone conversation with client;	0.80	\$200.00	WRG
	Telephone conversation with M. DRUKARSH;	0.30	\$75.00	WRG
	Telephone conversation with Agent McGill - U.S. DEA;	1.00	\$250.00	WRG
Oct 04/00	Telephone conversation with client;	0.50	\$125.00	WRG
Oct 05/00	Telephone conversation with client;	0.50	\$125.00	WRG
	Telephone conversation with RCMP;	0.50	\$125.00	WRG
	Telephone conversation with DEA;	0.50	\$125.00	WRG
Oct 06/00	Telephone conversation with client;	0.40	\$100.00	WRG
	Telephone conversation with client;	0.30	\$75.00	WRG
	Telephone conversation with DEA;	0.20	\$50.00	WRG
Oct 24/00	Telephone conversation with client (x3);	0.70	\$175.00	WRG
	Telephone conversation with M. DRUKARSH;	0.50	\$125.00	WRG
	Telephone conversation with RCMP (x3);	1.00	\$250.00	WRG
Oct 25/00	Telephone conversation with client (x3);	1.00	\$250.00	WRG
	Travel to/from Linda YUM residence and return;	1.50	\$375.00	WRG
	Meeting with Linda YUM;	0.50	\$125.00	WRG
Nov 06/00	Attend at Metro West;	2.00	\$400.00	HF
06/00	Telephone conversation with client on two occasions;	0.80	\$200.00	WRG
Jan 22/01	Attend to preparation of documentation for meeting with FBI and to confirm meeting with U.S. authorities;	2.10	\$630.00	WRG

SUPP 0144

Jan 23/01	Travel to and from and attend at Metro west Detention centre and commence client interview by FBI including negotiation of terms of interview and proffer agreement;	4.00	\$1,200.00	WRG
Feb 18/01	Attend to FBI issues;	1.50	\$450.00	WRG
Feb 19/01	Attend to various FBI visit issues;	2.00	\$600.00	WRG
Apr 06/01	Attend Metro West Detention Centre; meet client get affidavits signed, drop affidavits to Liz at courthouse;	2.30	\$172.50	pd
Apr 11/01	Telephone conversation with Bill Gilmour; draft direction and letter of introduction;	0.50	\$100.00	HF
Apr 12/01	Travel to Metro West Detention Centre; commission affidavit;	1.00	\$200.00	HF
	Research quicklaw;	0.80	\$60.00	pd
	Review motion record by respondent and cases;	3.00	\$225.00	pd
Apr 13/01	Factum for applicant;	0.80	\$60.00	pd
	Research;	1.30	\$97.50	pd
Apr 14/01	Prepare affidavit of client and amend affidavit;	2.40	\$180.00	pd
	Amend affidavit of client;	0.80	\$60.00	pd
Apr 15/01	Prepare factum;	3.60	\$270.00	pd
	Affidavit of Gorcyca;	1.30	\$97.50	pd
	Factum of applicant;	1.00	\$75.00	pd
Apr 16/01	Research quicklaw;	0.20	\$15.00	pd
	Research/Quicklaw cases for judge;	0.30	\$22.50	pd
	Spoke with client;	0.10	\$7.50	pd
Apr 19/01	Spoke with Linda told her to fax Amnesty report;	0.10	\$7.50	pd
	called Marshall Drukarsh and told him about Tony's date and that he may be required tomorrow;	0.10	\$7.50	pd
	spoke with client;	0.10	\$7.50	pd
Apr 25/01	spoke with client;	0.10	\$7.50	pd
	Spoke with client;	0.10	\$7.50	pd
	Spoke to John Chipman;	0.10	\$7.50	pd
Apr 26/01	Spoke with client; Spoke with city T.V. reporter; prepared information to give to City T.V.;	1.30	\$97.50	pd
Apr 27/01	Spoke to client;	0.10	\$7.50	pd
	Message from Linda;	0.10	\$7.50	pd
	Met with City T.V. reporter Roger Peterson;	0.80	\$60.00	pd
Apr 30/01	Message from John Chipman;	0.10	\$7.50	pd
	Message from client;	0.10	\$7.50	pd
	spoke with client;	0.20	\$15.00	pd
	Met with reporter, Brodie Fenlon;	1.30	\$97.50	pd

	talked to Ivan Langrish;	0.40	\$30.00	pd
May 01/01	spoke with client;	0.20	\$15.00	pd
May 02/01	Attend at Immigration Refugee Board hearing and travel to and from;	2.60	\$195.00	pd
	Spoke to Linda;	0.20	\$15.00	pd
May 03/01	Spoke to Linda rearding Bond;	0.20	\$15.00	pd
	Draft letter to Immigration;	0.40	\$30.00	pd
	Letter to Immigration;	0.40	\$30.00	pd
	Called Immigration - Enza;	0.10	\$7.50	pd
	Spoke to client;	0.20	\$15.00	pd
	Spoke to Linda;	0.20	\$15.00	pd
May 07/01	Meeting with client;	1.00	\$300.00	WRG
May 08/01	Telephone conversation with client;	0.30	\$90.00	WRG
May 09/01	Telephone conversation with client on two occasions;	0.50	\$150.00	WRG
May 23/01	Meeting with client at California Restaurant Mississauga;	2.10	\$630.00	WRG
Jun 11/01	Travel to and from Toronto; attend extradition hearing; and hold down until William R. Gilmour arrives;	4.00	\$800.00	HF
Dec 06/01	Research;	1.40	\$105.00	pd
Dec 08/01	Research extradition;	3.00	\$225.00	pd
Dec 10/01	Research extradition;	3.50	\$262.50	pd
	Telephone conversation with Tony Gorcyca;	0.10	\$7.50	pd
Dec 11/01	Research on extradition, review respondent's motion material;	2.80	\$210.00	pd
	Travel to and from Union station;	1.50	\$112.50	pd
Dec 12/01	Research; meet with client; review case; preparation for hearing;	6.00	\$450.00	pd
Dec 20/01	Attend offices of Amnesty review files and research abuses in U.S. prisons;	2.00	\$150.00	pd
Dec 21/01	Prepare affidavit of Tony, amend factum, prepare notice of application;	4.50	\$337.50	pd
Dec 27/01	Commissioning Affidavit	0.20	\$36.00	BAM
Dec 28/01	Notice of application, prepare materials to be filed with court;	7.00	\$525.00	pd
Dec 31/01	filing, binding;	0.80	\$60.00	pd
Jan 02/02	Travel to and from East Mall court appearance;	1.40	\$105.00	pd
Jan 03/02	Meet with client; research;	1.40	\$105.00	pd
Jan 07/02	Telephone conversation with client; review affidavits;	0.60	\$45.00	pd
Jan 08/02	Fax attempts to companies in U.S.; left messages for other corporations;	0.60	\$45.00	pd
Jan 09/02	Telephone conversation with client, computer research fax;	1.00	\$75.00	pd

Jan 10/02	Prepare affidavit of Dr. Pallandi;	0.40	\$30.00	pd
	Travel to and from Toronto; swear affidavit of Dr. Pallandi;	3.00	\$225.00	pd
Jan 11/02	Research;	2.00	\$150.00	pd
Feb 04/02	Attend to client issues, telephone calls, E. GRENPAN and review research;	2.50	\$750.00	WRG
	Travel to and from court; court appearance, receive disclosure;set trial date for May 14/02;	1.60	\$120.00	pd
	Research,pull cases Quicklaw;	1.20	\$90.00	pd
Feb 07/02	Review and highlight case law from Schreiber extradition hearing;	5.00	\$375.00	pd
Feb 08/02	Review case law;	2.00	\$150.00	pd
Feb 19/02	Attend to preparation and review of potential submissions to Justice DUNNET;	1.10	\$330.00	WRG
Feb 21/02	Attend to planning contingencies re: possible committal to extradition;	2.10	\$630.00	WRG
Feb 25/02	Travel to client's residence and thence to Superior Court in Toronto;	1.80	\$540.00	WRG
	Appear in Superior Court to receive judgment on committal for extradition client surrender into custody;	0.70	\$210.00	WRG
	Discussions with Bradley REITZ;	0.20	\$60.00	WRG
	Receive and review letter from Court in response to submissions sent directly to Court by client;	0.10	\$30.00	WRG
	Pickup client, travel to TORONTO, receive judgment and consider appeal;	2.50	\$750.00	WRG
	Research; bail pending on appeal;	0.80	\$120.00	pd
	Prepare notice of appeal to Court of Appeal;	1.00	\$150.00	pd
Feb 26/02	Telephone conversation with client from Metro West; amend notice of appeal; prepare affidavit of applicant; attach exhibits;	2.60	\$390.00	pd
Feb 27/02	Prepare affidavit for T. DiMARCO, travel to Metro West, commission affidavit; prepare appeal;	4.00	\$1,200.00	WRG
	Telephone conversation with client,Telephone conversation with court reporters office, draft letter to court reporter;	0.20	\$30.00	pd
Mar 02/02	Revise materials, prepare for bail hearing, serve Crown counsel;	4.00	\$1,200.00	WRG
Mar 04/02	Prepare materials, pick up client wife, attend at Court of Appeal, obtain order, obtain consent of Crown, attend upon Justice LASKIN, await issuance of order, return client wife home. deliver original order to Metro West Deytention Centre;	12.50	\$3,750.00	WRG
Mar 14/02	Attend to preparation for DiMARCO appeal; discussion with E. GREENSPAN; meet with DHALIWAL; research grounds for appeal; meet with client to provide copies of material; long telephone discussion with MP SZABO;	3.10	\$930.00	WRG
Mar 25/02	Submissions to the Minister begin drafting;	1.80	\$270.00	PD
Mar 26/02	Preparation of submissions to Minister including reviewing extradition material, research, file review;	3.50	\$525.00	PD
30/02	Receive voice mail from court reporter;	0.10	\$15.00	PD
May 14/02	Travel to East Mall Courts;	0.80	\$240.00	WRG

	Meeting with client and Crown Counsel'	1.00	\$300.00	WRG
	Appear in Court to have charges withdrawn at the request of the Crown;	0.70	\$210.00	WRG
	Meeting with client and wife;	1.20	\$360.00	WRG
	Travel to BRAMPTON;	0.80	\$240.00	WRG
May 28/02	Organize material in associate's office; sorting and separating;	2.80	\$420.00	PD
Jul 19/02	Receive instructions from associate;	0.30	\$45.00	PD
	Telephone conversation with court of appeal to inquire about dates for hearing application;	0.10	\$15.00	PD
	Prepare notice of application for extension of Sunset Clause at Ontario Court of Appeal;	1.40	\$210.00	PD
	Amend Notice of Application and draft Affidavit of Tony DiMarco in support of application;	1.80	\$270.00	PD
	Review files to locate material for NOA and affidavits;	0.50	\$75.00	PD
Jul 24/02	Assist associate with application to extend sunset clause; bail in court o appeal;	1.40	\$210.00	PD
Jul 26/02	Attend offices of Federal Crown Department of Justice, pick up consent, attend court of appeal to submit material, rejected due to no affidavit of service;	1.30	\$195.00	PD
Aug 08/02	Research recent extradition decision;	0.60	\$90.00	PD
Sep 11/02	Telephone conversation with client;	0.20	\$30.00	PD
Sep 16/02	Draft submissions to Minister of Justice;	5.20	\$1,690.00	WRG
Sep 17/02	Attend to revise submissions and assemble documentation in support;	4.10	\$1,332.50	WRG
Sep 19/02	Continue preparation of supporting materials and revise submissions;	3.10	\$1,007.50	WRG
Sep 20/02	Review emails from Tony to William Gilmour; review materials to submit to Minister, order and organize materials, review files to locate all relevant materials and assist William Gilmour on submission preparation;	4.00	\$600.00	PD
Sep 21/02	Assist William Gilmour with submissions to the Minister;	5.70	\$1,852.50	WRG
	Attend to continued preparation of submissions to Minister and research attendant thereto;	13.50	\$4,387.50	WRG
Sep 22/02	Complete submissions to Minister with client and P. Dhaliwal subject to final proof Monday;	15.50	\$5,037.50	WRG
	Assist William Gilmour on submissions to Minister;	4.50	\$675.00	PD
Sep 23/02	Attend to final revisions of submissions to Minister and arrange for delivery to OTTAWA;	3.50	\$1,137.50	WRG
	Assist Lorna to bind materials to send to Minister, copy and bind;	2.40	\$360.00	PD
	review submissions with William Gilmour and Bobby Janda review and revise;	0.70	\$105.00	PD
	Review submissions to Minister of Justice	5.00	\$675.00	BVJ
Sep 25/02	Prepare Notice of Application; affidavit in support of application and draft order to extend perfecting appeal in the court of appeal to Oct 23/02; review previous orders on file; make amendments after review by associate;	2.50	\$375.00	PD

Sep 26/02	Travel to/from Department of Justice and await consent to motion;	1.00	\$325.00	WRG
	Attend at Ontario Court of Appeal;	0.50	\$162.50	WRG
Oct 07/02	To; numerous meetings with client and spouse from and after May23, 2002 through to this date; To; briefing, meeting, and discussing issues with Dr. Derek Pallandi, receiving his draft report, discussing revisions and receiving final report; To; various attendances upon witnesses including E. Ingvaldsen; To; appearances in Court in Toronto at 361 University including conduct of extradition hearing and at the Ontario Court of Appeal for bail pending appeal and extensions of various deadlines; To appeal committal for extradition; TO; seek and obtain bail pending appeal; To; various extensions of bail pending appeal; To; numerous telephone conversations with client and numerous meetings; To; preparation of submissions to Minister of Justice Sept 19 - 23 inclusive (32 hours); To arrange for meeting with polygraph examiner and to prepare test affidavit including meeting with client and examiner.	182.00	\$59,150.00	WRG
Oct 19/02	Attend to issues with client to secure payment and to correspondence from R. Jarchow to client at direction of partnership;	1.50	\$487.50	WRG
Oct 30/02	Travel to/from TORONTO- Ontario Court of Appeal;	1.20	\$390.00	WRG
	Appear before Justice CATZMAN at the Ontario Court of Appeal re client request for adjournment;	0.70	\$227.50	WRG
	Meeting with Client;	0.40	\$130.00	WRG
	Travel to/from BRAMPTON;	1.10	\$357.50	WRG
Nov 10/02	Attend to sale of information issues, draft proposed offers, review with client, revise offers;	4.20	\$1,365.00	WRG
Nov 25/02	Travel to and from Ontario Court of Appeal, Toronto;	2.20	\$330.00	PD
	Appear in court to remove PDC off the record;	0.70	\$105.00	PD
Nov 28/02	Travel to and from Old City Hall;	2.00	\$300.00	PD
	Appear in Old City Hall to get off the record;	1.60	\$240.00	PD
Dec 03/02	Preparation of materails for submission to Minister;	2.00	\$650.00	WRG
Dec 04/02	Continue preparation of materails for submission to Minister;	5.00	\$1,625.00	WRG
Dec 31/02	Attend to preparation of materials to perfect appeal and to deal with client issues re: dolls and visit from agents from Florida;	4.00	\$1,300.00	WRG
Jan 06/03	Attend to perfection of appeal at Ontario Court of Appeal;	10.50	\$3,412.50	WRG
Jan 07/03	Attend to perfection of appeal at Ontario Court of Appeal;	10.00	\$3,250.00	WRG
	Research;	0.40	\$54.00	BVJ
Jan 17/03	Various attendances upon client;	2.50	\$812.50	WRG
Jan 23/03	Draft Notice of Application to extend sunset clause;	0.50	\$75.00	PD
Jan 24/03	Attend to motion to extend sunset clause;	6.60	\$2,145.00	WRG

Jan 30/03	Review factum and review book of authorities and highlight relevant sections;	2.00	\$300.00	PD
Feb 27/03	Travel to Court of Appeal for Ontario and appear on motion and drive client to reporting sites;	3.50	\$1,137.50	WRG
Mar 14/03	To draft and prepare Order and having same issued and entered;	0.30	\$22.50	LA
Mar 19/03	Attend at Court of Appeal for Ontario to respond to motion by GORCYCA and return to BRAMPTON;	3.10	\$1,007.50	WRG
Apr 06/03	Attend at office; meet with William Gilmour, receive instructions on drafting statement of claim against defendants; research and review Ohio civil procedure and court rules;	3.20	\$560.00	PD
Apr 11/03	Attend to collection of account;	1.00	\$325.00	WRG
May 12/03	Attend to various issues with U.S. counsel and with respect to Court of Appeal on client motion to return us to the record in this matter;	1.50	\$487.50	WRG
May 14/03	Seek location of client motion at Court of Appeal and determine absence of client motion;	0.50	\$162.50	WRG
May 22/03	Deal with responding material issues and service of client over past three days;	2.10	\$682.50	WRG
May 23/03	Attend at Court of Appeal in response to unserved motion by client for relief against this firm;	4.10	\$1,332.50	WRG
May 28/03	Conduct conference call with Justice Rosenberg/DiMARCO/REITZ;	0.50	\$162.50	WRG
Jun 06/03	Confer with partner regarding research;	0.10	\$13.50	BVJ
Jun 11/03	Research for motion;	3.00	\$405.00	BVJ
	Review motion materials;	1.50	\$202.50	BVJ
	Confer with partner;	0.50	\$67.50	BVJ
Jun 12/03	Preparation of responding materials for Court of Appeal;	6.50	\$2,112.50	WRG
	Continue preparation of responding materials for Court of Appeal;	1.90	\$617.50	WRG
	Confer with partner;	0.70	\$94.50	BVJ
	Research regarding privilege;	0.50	\$67.50	BVJ
	Confer with clerk;	0.20	\$27.00	BVJ
Jun 16/03	Research for motion;	1.00	\$135.00	BVJ
Jun 17/03	Review applicants's factum and prepare response;	1.60	\$280.00	PD
Jun 18/03	Prepare for Court of Appeal hearing;	1.30	\$422.50	WRG
Jun 19/03	Travel to/from TORONTO - Ontario Court of Appeal;	1.20	\$390.00	WRG
	Appear at Court of Appeal;	1.00	\$325.00	WRG
Jun 23/03	Travel to/from TORONTO - Ontario Court of Appeal;	1.20	\$390.00	WRG
	Appear in Ontario Court of Appeal;	2.20	\$715.00	WRG
	Meeting with client;	0.70	\$227.50	WRG
	Travel to/from BRAMPTON;	1.20	\$390.00	WRG
Jun 25/03	To drafting correspondence to DiMarco and to Court of Appeal;	0.30	\$22.50	LA
Nov 24/03	Travel to/from TORONTO;	1.20	\$390.00	WRG

Appear in Ontario Court of Appeal and set hearing date of December Registration, 2003;	1.30	\$422.50	WRG
Travel to/from BRAMPTON;	1.10	\$357.50	WRG
Dec 15/03 Travel to Toronto and appear in Ontario Court of Appeal to respond to motion to review Order of Justice Laskin dismissing acces to file motion;	4.00	\$1,300.00	WRG

Totals	39.70	\$141,200.00	
GST on Fees		\$9,884.00	

Fee split:

HOUSE FEES	7.50	\$1,500.00
William R. Gilmour	390.00	\$124,497.50
Brian A. Metson	0.20	\$36.00
Paul Dhaliwal	43.70	\$6,675.00
Bobby Janda	12.90	\$1,741.50
Paul Dhaliwal	84.80	\$6,705.00
Lorna Armstrong	0.60	\$45.00

DISBURSEMENTS

Postage	\$9.65
Photocopies	\$75.76
Fax	\$247.80
Parking	\$13.15
Agent's Fee	\$460.00
Courier	\$67.37
Computer assisted legal research	\$2.85
Telephone	\$119.82

Apr 08/03	Issue Statement of Claim*	\$157.00
May 14/03	Service fee	\$5.00
	Purchase USdraft for \$1,140.00 @1.4008 + \$5.00 fee*	\$1,596.91
Jun 27/03	Purchase US draft for Hylant Group & Daniel Lindner @ 1.3717 + service fee*	\$5,085.29
Jul 03/03	Travel expenses incurred *	\$256.85
	Travel expenses incurred	\$349.71
Aug 21/03	Re: Agent Attending at Court of Appeal	\$1,625.00
Aug 28/03	pay to cost of U\$ draft \$2100.00 @ 1.4151for Lendner Weaver Crane acct*	\$2,971.71
	service charge for U\$ draft	\$5.00
Nov 12/03	bank service fee	\$5.00
	pay to invoice - \$190.00US @1.3210*	\$250.99
Dec 10/03	cancel stale-dated cheque	-\$53.00
	Total Disbursements	\$13,251.86
	GST on Disbursements	<u>\$205.32</u>
	Total Fees, Disbursements & GST	\$164,541.18
	Less amount received	- \$0.00
	Previous balance	\$89,847.80
	Previous payments	- <u>\$0.00</u>
	Balance Due Now	<u>\$254,388.98</u>

TRUST STATEMENT

		<u>Disbursements</u>	<u>Receipts</u>
Oct-23-00	Received From: Mrs. Chai Jin Yum Deposit received		2,000.00
Oct-24-00	Received From: Linda Yum Deposit received		1,500.00
	Paid To: William R. Gilmour Expense advance for Ohio/New York trip	3,200.00	
Jan-22-01	Received From: Ji Hae Linda Yum Retainer		500.00
Feb-06-01	Paid To: Minister of Finance Filing fee - Notice of Action	157.00	
Feb-28-01	Received From: MZG International Corp. Deposit received (U.S. funds)		5,000.00
Mar-12-01	Received From: MZG International Corp. NSF cheque		-5,000.00
Mar-14-01	Paid To: PROUSE, DASH & CROUCH On account of disbursements incurred	534.05	
Apr-11-01	Received From: Mr. Bruce Anthony Gorcyca DiMarco Deposit received		7,692.09
	Paid To: Linda Yum Trust funds disbursed at client's discretion to client's wife	3,846.00	
Apr-12-01	Paid To: Federal Court of Canada Issue Application	30.00	
Apr-27-01	Received From: Linda Yum Deposit received		100.00
May-01-01	Received From: Linda Yum Deposit received		500.00
May-23-01	Paid To: PROUSE, DASH & CROUCH To pay outstanding account	4,072.85	
Jul-05-01	Paid To: PROUSE, DASH & CROUCH To pay outstanding account	452.19	
Jun-17-02	Received From: Pacific Blue Productions, Inc. Retainer		2,000.00
Jun-20-02	Paid To: Lynn Rochester pay to invoice dated April 11/02	64.00	
Sep-09-02	Received From: Pacific Blue Productions Deposit received		1,000.00
Sep-12-02	Paid To: PROUSE, DASH & CROUCH On account of disbursements incurred	116.25	
Sep-16-02	Paid To: John McClinton Polygraph	1,000.00	
Sep-20-02	Paid To: Mila Morales, CSR Transcript	393.75	
Oct-04-02	Paid To: Lynn Rochester photocopies by Court Reporter	75.00	

Jan-29-03	Paid To: PROUSE, DASH & CROUCH On account of disbursements incurred	1,351.00	
Feb-30-03	Paid To: Stale dated cks cancel stale-dated ck.	-30.00	
Dec-30-03	Received From: Royal Bank - US draft US draft -returned not used		2,700.00
	Received From: Royal Bank exchange rate given at 1.290100 on \$2700.00 US deposit		783.27
	Total Trust	<u>\$15,262.09</u>	<u>\$18,775.36</u>
	Trust Balance		<u>\$3,513.27</u>

Mr. Bruce Anthony Gorcyca DiMarco

Resp. Lwy.

William R. Gilmour

Mr. Bruce Anthony Gorcyca DiMarco

Jan 15, 2004

610 Kedleston Way
Lorne Park
Mississauga, Ontario L5H 1Y5
RE: Assault while in custody

File #: 002977
Inv #: Sample

SAMPLE INVOICE

FEES

<u>DATE</u>	<u>DESCRIPTION</u>	<u>Hours</u>	<u>Amount</u>	<u>Lwy</u>
19/00	Telephone conversation with client;	0.20	\$50.00	WRG
	Telephone conversation with client's wife Linda;	0.30	\$75.00	WRG
	Review file to date;	0.50	\$125.00	WRG
Oct 02/00	Telephone conversation with client;	0.50	\$125.00	WRG
	Telephone conversation with client;	0.80	\$200.00	WRG
	Telephone conversation with M. DRUKARSH;	0.30	\$75.00	WRG
	Telephone conversation with Agent McGill - U.S. DEA;	1.00	\$250.00	WRG
Oct 04/00	Telephone conversation with client;	0.50	\$125.00	WRG
Oct 05/00	Telephone conversation with client;	0.50	\$125.00	WRG
	Telephone conversation with RCMP;	0.50	\$125.00	WRG
	Telephone conversation with DEA;	0.50	\$125.00	WRG
Oct 06/00	Telephone conversation with client;	0.40	\$100.00	WRG
	Telephone conversation with client;	0.30	\$75.00	WRG
	Telephone conversation with DEA;	0.20	\$50.00	WRG
Oct 24/00	Telephone conversation with client (x3);	0.70	\$175.00	WRG
	Telephone conversation with M. DRUKARSH;	0.50	\$125.00	WRG
	Telephone conversation with RCMP (x3);	1.00	\$250.00	WRG
Oct 25/00	Telephone conversation with client (x3);	1.00	\$250.00	WRG
	Travel to/from Linda YUM residence and return;	1.50	\$375.00	WRG
	Meeting with Linda YUM;	0.50	\$125.00	WRG
Nov 06/00	Attend at Metro West;	2.00	\$400.00	HF
06/00	Telephone conversation with client on two occasions;	0.80	\$200.00	WRG
Jan 22/01	Attend to preparation of documentation for meeting with FBI and to confirm meeting with U.S. authorities;	2.10	\$630.00	WRG

SUPP 0155

Jan 23/01	Travel to and from and attend at Metro west Detention centre and commence client interview by FBI including negotiation of terms of interview and proffer agreement;	4.00	\$1,200.00	WRG
Feb 18/01	Attend to FBI issues;	1.50	\$450.00	WRG
Feb 19/01	Attend to various FBI visit issues;	2.00	\$600.00	WRG
Apr 06/01	Attend Metro West Detention Centre; meet client get affidavits signed, drop affidavits to Liz at courthouse;	2.30	\$172.50	pd
Apr 11/01	Telephone conversation with Bill Gilmour; draft direction and letter of introduction;	0.50	\$100.00	HF
	Travel to Metro West Detention Centre; commission affidavit;	1.00	\$200.00	HF
Apr 12/01	Research quicklaw;	0.80	\$60.00	pd
	Review motion record by respondent and cases;	3.00	\$225.00	pd
	Factum for applicant;	0.80	\$60.00	pd
r 13/01	Research;	1.30	\$97.50	pd
	Prepare affidavit of client and amend affidavit;	2.40	\$180.00	pd
Apr 14/01	Amend affidavit of client;	0.80	\$60.00	pd
	Prepare factum;	3.60	\$270.00	pd
Apr 15/01	Affidavit of Gorcyca;	1.30	\$97.50	pd
	Factum of applicant;	1.00	\$75.00	pd
	Research quicklaw;	0.20	\$15.00	pd
Apr 16/01	Research/Quicklaw cases for judge;	0.30	\$22.50	pd
	Spoke with client;	0.10	\$7.50	pd
	Spoke with Linda told her to fax Amnesty report;	0.10	\$7.50	pd
	called Marshall Drukarsh and told him about Tony's date and that he may be required tomorrow;	0.10	\$7.50	pd
Apr 19/01	spoke with client;	0.10	\$7.50	pd
Apr 25/01	spoke with client;	0.10	\$7.50	pd
	Spoke with client;	0.10	\$7.50	pd
	Spoke to John Chipman;	0.10	\$7.50	pd
Apr 26/01	Spoke with client; Spoke with city T.V. reporter; prepared information to give to City T.V.;	1.30	\$97.50	pd
Apr 27/01	Spoke to client;	0.10	\$7.50	pd
	Message from Linda;	0.10	\$7.50	pd
	Met with City T.V. reporter Roger Peterson;	0.80	\$60.00	pd
Apr 30/01	Message from John Chipman;	0.10	\$7.50	pd
	Message from client;	0.10	\$7.50	pd
	spoke with client;	0.20	\$15.00	pd
	Met with reporter, Brodie Fenlon;	1.30	\$97.50	pd

	talked to Ivan Langrish;	0.40	\$30.00	pd
May 01/01	spoke with client;	0.20	\$15.00	pd
May 02/01	Attend at Immigration Refugee Board hearing and travel to and from;	2.60	\$195.00	pd
	Spoke to Linda;	0.20	\$15.00	pd
May 03/01	Spoke to Linda rebaring Bond;	0.20	\$15.00	pd
	Draft letter to Immigration;	0.40	\$30.00	pd
	Letter to Immigration;	0.40	\$30.00	pd
	Called Immigration - Enza;	0.10	\$7.50	pd
	Spoke to client;	0.20	\$15.00	pd
	Spoke to Linda;	0.20	\$15.00	pd
May 07/01	Meeting with client;	1.00	\$300.00	WRG
May 08/01	Telephone conversation with client;	0.30	\$90.00	WRG
May 09/01	Telephone conversation with client on two occasions;	0.50	\$150.00	WRG
May 23/01	Meeting with client at California Restaurant Mississauga;	2.10	\$630.00	WRG
Jun 11/01	Travel to and from Toronto; attend extradition hearing; and hold down until William R. Gilmour arrives;	4.00	\$800.00	HF
Dec 06/01	Research;	1.40	\$105.00	pd
Dec 08/01	Research extradition;	3.00	\$225.00	pd
Dec 10/01	Research extradition;	3.50	\$262.50	pd
	Telephone conversation with Tony Gorcyca;	0.10	\$7.50	pd
Dec 11/01	Research on extradition, review respondent's motion material;	2.80	\$210.00	pd
	Travel to and from Union station;	1.50	\$112.50	pd
Dec 12/01	Research; meet with client; review case; preparation for hearing;	6.00	\$450.00	pd
Dec 20/01	Attend offices of Amnesty review files and research abuses in U.S. prisons;	2.00	\$150.00	pd
Dec 21/01	Prepare affidavit of Tony, amend factum, prepare notice of application;	4.50	\$337.50	pd
Dec 27/01	Commissioning Affidavit	0.20	\$36.00	BAM
Dec 28/01	Notice of application, prepare materials to be filed with court;	7.00	\$525.00	pd
Dec 31/01	filing, binding;	0.80	\$60.00	pd
Jan 02/02	Travel to and from East Mall court appearance;	1.40	\$105.00	pd
Jan 03/02	Meet with client; research;	1.40	\$105.00	pd
Jan 07/02	Telephone conversation with client; review affidavits;	0.60	\$45.00	pd
Jan 08/02	Fax attempts to companies in U.S.; left messages for other corporations;	0.60	\$45.00	pd
Jan 09/02	Telephone conversation with client, computer research fax;	1.00	\$75.00	pd

Jan 10/02	Prepare affidavit of Dr. Pallandi;	0.40	\$30.00	pd
	Travel to and from Toronto; swear affidavit of Dr. Pallandi;	3.00	\$225.00	pd
Jan 11/02	Research;	2.00	\$150.00	pd
Feb 04/02	Attend to client issues, telephone calls, E. GRENPAN and review research;	2.50	\$750.00	WRG
	Travel to and from court; court appearance, receive disclosure; set trial date for May 14/02;	1.60	\$120.00	pd
	Research, pull cases Quicklaw;	1.20	\$90.00	pd
Feb 07/02	Review and highlight case law from Schreiber extradition hearing;	5.00	\$375.00	pd
Feb 08/02	Review case law;	2.00	\$150.00	pd
Feb 19/02	Attend to preparation and review of potential submissions to Justice DUNNET;	1.10	\$330.00	WRG
Feb 21/02	Attend to planning contingencies re: possible committal to extradition;	2.10	\$630.00	WRG
Feb 25/02	Travel to client's residence and thence to Superior Court in Toronto;	1.80	\$540.00	WRG
	Appear in Superior Court to receive judgment on committal for extradition client surrender into custody;	0.70	\$210.00	WRG
	Discussions with Bradley REITZ;	0.20	\$60.00	WRG
	Receive and review letter from Court in response to submissions sent directly to Court by client;	0.10	\$30.00	WRG
	Pickup client, travel to TORONTO, receive judgment and consider appeal;	2.50	\$750.00	WRG
	Research; bail pending on appeal;	0.80	\$120.00	pd
	Prepare notice of appeal to Court of Appeal;	1.00	\$150.00	pd
Feb 26/02	Telephone conversation with client from Metro West; amend notice of appeal; prepare affidavit of applicant; attach exhibits;	2.60	\$390.00	pd
Feb 27/02	Prepare affidavit for T. DiMARCO, travel to Metro West, commission affidavit; prepare appeal;	4.00	\$1,200.00	WRG
	Telephone conversation with client, Telephone conversation with court reporters office, draft letter to court reporter;	0.20	\$30.00	pd
Mar 02/02	Revise materials, prepare for bail hearing, serve Crown counsel;	4.00	\$1,200.00	WRG
Mar 04/02	Prepare materials, pick up client wife, attend at Court of Appeal, obtain order, obtain consent of Crown, attend upon Justice LASKIN, await issuance of order, return client wife home. deliver original order to Metro West Detention Centre;	12.50	\$3,750.00	WRG
Mar 14/02	Attend to preparation for DiMARCO appeal; discussion with E. GREENSPAN; meet with DHALIWAL; research grounds for appeal; meet with client to provide copies of material; long telephone discussion with MP SZABO;	3.10	\$930.00	WRG
Mar 25/02	Submissions to the Minister begin drafting;	1.80	\$270.00	PD
Mar 26/02	Preparation of submissions to Minister including reviewing extradition material, research, file review;	3.50	\$525.00	PD
Apr 30/02	Receive voice mail from court reporter;	0.10	\$15.00	PD
May 14/02	Travel to East Mall Courts;	0.80	\$240.00	WRG

	Meeting with client and Crown Counsel'	1.00	\$300.00	WRG
	Appear in Court to have charges withdrawn at the request of the Crown;	0.70	\$210.00	WRG
	Meeting with client and wife;	1.20	\$360.00	WRG
	Travel to BRAMPTON;	0.80	\$240.00	WRG
May 28/02	Organize material in associate's office; sorting and separating;	2.80	\$420.00	PD
Jul 19/02	Receive instructions from associate;	0.30	\$45.00	PD
	Telephone conversation with court of appeal to inquire about dates for hearing application;	0.10	\$15.00	PD
	Prepare notice of application for extension of Sunset Clause at Ontario Court of Appeal;	1.40	\$210.00	PD
	Amend Notice of Application and draft Affidavit of Tony DiMarco in support of application;	1.80	\$270.00	PD
	Review files to locate material for NOA and affidavits;	0.50	\$75.00	PD
Jul 24/02	Assist associate with application to extend sunset clause; bail in court o appeal;	1.40	\$210.00	PD
Jul 26/02	Attend offices of Federal Crown Department of Justice, pick up consent, attend court of appeal to submit material, rejected due to no affidavit of service;	1.30	\$195.00	PD
Aug 08/02	Research recent extradition decision;	0.60	\$90.00	PD
Sep 11/02	Telephone conversation with client;	0.20	\$30.00	PD
Sep 16/02	Draft submissions to Minister of Justice;	5.20	\$1,690.00	WRG
Sep 17/02	Attend to revise submissions and assemble documentation in support;	4.10	\$1,332.50	WRG
Sep 19/02	Continue preparation of supporting materials and revise submissions;	3.10	\$1,007.50	WRG
Sep 20/02	Review emails from Tony to William Gilmour, review materials to submit to Minister, order and organize materials, review files to locate all relevant materials and assist William Gilmour on submission preparation;	4.00	\$600.00	PD
Sep 21/02	Assist William Gilmour with submissions to the Minister;	5.70	\$1,852.50	WRG
	Attend to continued preparation of submissions to Minister and research attendant thereto;	13.50	\$4,387.50	WRG
Sep 22/02	Complete submissions to Minister with client and P. Dhaliwal subject to final proof Monday;	15.50	\$5,037.50	WRG
	Assist William Gilmour on submissions to Minister;	4.50	\$675.00	PD
Sep 23/02	Attend to final revisions of submissions to Minister and arrange for delivery to OTTAWA;	3.50	\$1,137.50	WRG
	Assist Lorna to bind materials to send to Minister, copy and bind;	2.40	\$360.00	PD
	review submissions with William Gilmour and Bobby Janda review and revise;	0.70	\$105.00	PD
	Review submissions to Minister of Justice	5.00	\$675.00	BVJ
Sep 25/02	Prepare Notice of Application; affidavit in support of application and draft order to extend perfecting appeal in the court of appeal to Oct 23/02; review previous orders on file; make amendments after review by associate;	2.50	\$375.00	PD

ep 26/02	Travel to/from Department of Justice and await consent to motion;	1.00	\$325.00	WRG
	Attend at Ontario Court of Appeal;	0.50	\$162.50	WRG
Oct 07/02	To; numerous meetings with client and spouse from and after May23, 2002 through to this date; To; briefing, meeting, and discussing issues with Dr. Derek Pallandi, receiving his draft report, discussing revisions and receiving final report; To; various attendances upon witnesses including E. Ingvaldsen; To; appearances in Court in Toronto at 361 University including conduct of extradition hearing and at the Ontario Court of Appeal for bail pending appeal and extensions of various deadlines; To appeal committal for extradition; TO; seek and obtain bail pending appeal; To; various extensions of bail pending appeal; To; numerous telephone conversations with client and numerous meetings; To; preparation of submissions to Minister of Justice Sept 19 - 23 inclusive (32 hours); To arrange for meeting with polygraph examiner and to prepare test affidavit including meeting with client and examiner.	182.00	\$59,150.00	WRG
Oct 19/02	Attend to issues with client to secure payment and to correspondence from R. Jarchow to client at direction of partnership;	1.50	\$487.50	WRG
Oct 30/02	Travel to/from TORONTO- Ontario Court of Appeal;	1.20	\$390.00	WRG
	Appear before Justice CATZMAN at the Ontario Court of Appeal re client request for adjournment;	0.70	\$227.50	WRG
	Meeting with Client;	0.40	\$130.00	WRG
	Travel to/from BRAMPTON;	1.10	\$357.50	WRG
Nov 10/02	Attend to sale of information issues, draft proposed offers, review with client, revise offers;	4.20	\$1,365.00	WRG
Nov 25/02	Travel to and from Ontario Court of Appeal, Toronto;	2.20	\$330.00	PD
	Appear in court to remove PDC off the record;	0.70	\$105.00	PD
Nov 28/02	Travel to and from Old City Hall;	2.00	\$300.00	PD
	Appear in Old City Hall to get off the record;	1.60	\$240.00	PD
Dec 03/02	Preparation of materails for submission to Minister;	2.00	\$650.00	WRG
Dec 04/02	Continue preparation of materails for submission to Minister;	5.00	\$1,625.00	WRG
Dec 31/02	Attend to preparation of materials to perfect appeal and to deal with client issues re: dolls and visit from agents from Florida;	4.00	\$1,300.00	WRG
Jan 06/03	Attend to perfection of appeal at Ontario Court of Appeal;	10.50	\$3,412.50	WRG
Jan 07/03	Attend to perfection of appeal at Ontario Court of Appeal;	10.00	\$3,250.00	WRG
	Research;	0.40	\$54.00	BVJ
Jan 17/03	Various attendances upon client;	2.50	\$812.50	WRG
Jan 23/03	Draft Notice of Application to extend sunset clause;	0.50	\$75.00	PD
Jan 24/03	Attend to motion to extend sunset clause;	6.60	\$2,145.00	WRG
Jan 30/03	Review factum and review book of authorities and highlight relevant sections;	2.00	\$300.00	PD

Feb 27/03	Travel to Court of Appeal for Ontario and appear on motion and drive client to reporting sites;	3.50	\$1,137.50	WRG
Mar 14/03	To draft and prepare Order and having same issued and entered;	0.30	\$22.50	LA
Mar 19/03	Attend at Court of Appeal for Ontario to respond to motion by GORCYCA and return to BRAMPTON;	3.10	\$1,007.50	WRG

Totals		92.60	128,112.50	
GST on Fees			\$8,967.88	

Fee split:

HOUSE FEES	7.50	\$1,500.00
William R. Gilmour	355.50	\$113,285.00
Brian A. Metson	0.20	\$36.00
Paul Dhaliwal	38.90	\$5,835.00
Bobby Janda	5.40	\$729.00
Paul Dhaliwal	84.80	\$6,705.00
Lorna Armstrong	0.30	\$22.50

DISBURSEMENTS

Photocopies	\$2.00
Fax	\$39.01
Agent's Fee	\$130.00
Courier	\$18.72
Computer assisted legal research	\$2.85
Telephone	\$54.14
Total Disbursements	\$246.72
GST on Disbursements	<u>\$17.27</u>

Total Fees, Disbursements & GST	\$137,344.37
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Less amount received	-	\$0.00
Previous balance		\$6,207.90
Previous payments	-	<u>\$1,000.00</u>
Balance Due Now		<u>142,552.27</u>

TRUST STATEMENT

	<u>Disbursements</u>	<u>Receipts</u>
Oct-23-00 Received From: Mrs. Chai Jin Yum Deposit received		2,000.00
Oct-24-00 Received From: Linda Yum Deposit received		1,500.00
Paid To: William R. Gilmour Expense advance for Ohio/New York trip	3,200.00	
Jan-22-01 Received From: Ji Hae Linda Yum Retainer		500.00
Feb-06-01 Paid To: Minister of Finance Filing fee - Notice of Action	157.00	
Feb-28-01 Received From: MZG International Corp. Deposit received (U.S. funds)		5,000.00
Mar-12-01 Received From: MZG International Corp. NSF cheque		-5,000.00
Mar-14-01 Paid To: PROUSE, DASH & CROUCH On account of disbursements incurred	534.05	
Apr-11-01 Received From: Mr. Bruce Anthony Gorcyca DiMarco Deposit received		7,692.09
Paid To: Linda Yum Trust funds disbursed at client's discretion to client's wife	3,846.00	
Apr-12-01 Paid To: Federal Court of Canada Issue Application	30.00	
Apr-27-01 Received From: Linda Yum Deposit received		100.00
May-01-01 Received From: Linda Yum Deposit received		500.00
May-23-01 Paid To: PROUSE, DASH & CROUCH To pay outstanding account	4,072.85	
Jul-05-01 Paid To: PROUSE, DASH & CROUCH To pay outstanding account	452.19	
Jun-17-02 Received From: Pacific Blue Productions, Inc. Retainer		2,000.00
Jun-20-02 Paid To: Lynn Rochester pay to invoice dated April 11/02	64.00	
Sep-09-02 Received From: Pacific Blue Productions Deposit received		1,000.00
Sep-12-02 Paid To: PROUSE, DASH & CROUCH On account of disbursements incurred	116.25	
Sep-16-02 Paid To: John McClinton Polygraph	1,000.00	
1-20-02 Paid To: Mila Morales, CSR Transcript	393.75	
Oct-04-02 Paid To: Lynn Rochester photocopies by Court Reporter	75.00	

Jan-29-03	Paid To: PROUSE, DASH & CROUCH On account of disbursements incurred	1,351.00	
	Total Trust	<u>\$15,292.09</u>	<u>\$15,292.09</u>
	Trust Balance		<u>\$0.00</u>

Mr. Bruce Anthony Gorcyca DiMarco

Resp. Lwy.

William R. Gilmour

Mr. Bruce Anthony Gorcyca DiMarco

Sep 18, 2003

610 Kedleston Way
Lorne Park
Mississauga, Ontario L5H 1Y5
RE: Assault while in custody

File #: 002977
Inv #: Sample

SAMPLE INVOICE

FEES

<u>DATE</u>	<u>DESCRIPTION</u>	<u>Hours</u>	<u>Amount</u>	<u>Lwy</u>
sp 19/00	Telephone conversation with client;	0.20	\$50.00	WRG
	Telephone conversation with client's wife Linda;	0.30	\$75.00	WRG
	Review file to date;	0.50	\$125.00	WRG
Oct 02/00	Telephone conversation with client;	0.50	\$125.00	WRG
	Telephone conversation with client;	0.80	\$200.00	WRG
	Telephone conversation with M. DRUKARSH;	0.30	\$75.00	WRG
	Telephone conversation with Agent McGill - U.S. DEA;	1.00	\$250.00	WRG
Oct 04/00	Telephone conversation with client;	0.50	\$125.00	WRG
Oct 05/00	Telephone conversation with client;	0.50	\$125.00	WRG
	Telephone conversation with RCMP;	0.50	\$125.00	WRG
	Telephone conversation with DEA;	0.50	\$125.00	WRG
Oct 06/00	Telephone conversation with client;	0.40	\$100.00	WRG
	Telephone conversation with client;	0.30	\$75.00	WRG
	Telephone conversation with DEA;	0.20	\$50.00	WRG
Oct 24/00	Telephone conversation with client (x3);	0.70	\$175.00	WRG
	Telephone conversation with M. DRUKARSH;	0.50	\$125.00	WRG
	Telephone conversation with RCMP (x3);	1.00	\$250.00	WRG
Oct 25/00	Telephone conversation with client (x3);	1.00	\$250.00	WRG
	Travel to/from Linda YUM residence and return;	1.50	\$375.00	WRG
	Meeting with Linda YUM;	0.50	\$125.00	WRG
Nov 06/00	Attend at Metro West;	2.00	\$400.00	HF
ec 06/00	Telephone conversation with client on two occasions;	0.80	\$200.00	WRG
Jan 22/01	Attend to preparation of documentation for meeting with FBI and to confirm meeting with U.S. authorities;	2.10	\$630.00	WRG

SUPP 0165

Date	Description	Hours	Amount	Code
Jan 23/01	Travel to and from and attend at Metro west Detention centre and commence client interview by FBI including negotiation of terms of interview and proffer agreement;	4.00	\$1,200.00	WRG
Feb 18/01	Attend to FBI issues;	1.50	\$450.00	WRG
Feb 19/01	Attend to various FBI visit issues;	2.00	\$600.00	WRG
Apr 06/01	Attend Metro West Detention Centre; meet client get affidavits signed, drop affidavits to Liz at courthouse;	2.30	\$172.50	pd
Apr 11/01	Telephone conversation with Bill Gilmour; draft direction and letter of introduction;	0.50	\$100.00	HF
	Travel to Metro West Detention Centre; commission affidavit;	1.00	\$200.00	HF
Apr 12/01	Research quicklaw;	0.80	\$60.00	pd
	Review motion record by respondent and cases;	3.00	\$225.00	pd
	Factum for applicant;	0.80	\$60.00	pd
Apr 13/01	Research;	1.30	\$97.50	pd
	Prepare affidavit of client and amend affidavit;	2.40	\$180.00	pd
Apr 14/01	Amend affidavit of client;	0.80	\$60.00	pd
	Prepare factum;	3.60	\$270.00	pd
Apr 15/01	Affidavit of Gorcyca;	1.30	\$97.50	pd
	Factum of applicant;	1.00	\$75.00	pd
	Research quicklaw;	0.20	\$15.00	pd
Apr 16/01	Research/Quicklaw cases for judge;	0.30	\$22.50	pd
	Spoke with client;	0.10	\$7.50	pd
	Spoke with Linda told her to fax Amnesty report;	0.10	\$7.50	pd
	called Marshall Drukarsh and told him about Tony's date and that he may be required tomorrow;	0.10	\$7.50	pd
Apr 19/01	spoke with client;	0.10	\$7.50	pd
Apr 25/01	spoke with client;	0.10	\$7.50	pd
	Spoke with client;	0.10	\$7.50	pd
	Spoke to John Chipman;	0.10	\$7.50	pd
Apr 26/01	Spoke with client; Spoke with city T.V. reporter; prepared information to give to City T.V.;	1.30	\$97.50	pd
Apr 27/01	Spoke to client;	0.10	\$7.50	pd
	Message from Linda;	0.10	\$7.50	pd
	Met with City T.V. reporter Roger Peterson;	0.80	\$60.00	pd
Apr 30/01	Message from John Chipman;	0.10	\$7.50	pd
	Message from client;	0.10	\$7.50	pd
	spoke with client;	0.20	\$15.00	pd
	Met with reporter, Brodie Fenlon;	1.30	\$97.50	pd

	talked to Ivan Langrish;	0.40	\$30.00	pd
May 01/01	spoke with client;	0.20	\$15.00	pd
May 02/01	Attend at Immigration Refugee Board hearing and travel to and from;	2.60	\$195.00	pd
	Spoke to Linda;	0.20	\$15.00	pd
May 03/01	Spoke to Linda rebaring Bond;	0.20	\$15.00	pd
	Draft letter to Immigration;	0.40	\$30.00	pd
	Letter to Immigration;	0.40	\$30.00	pd
	Called Immigration - Enza;	0.10	\$7.50	pd
	Spoke to client;	0.20	\$15.00	pd
	Spoke to Linda;	0.20	\$15.00	pd
May 07/01	Meeting with client;	1.00	\$300.00	WRG
May 08/01	Telephone conversation with client;	0.30	\$90.00	WRG
May 09/01	Telephone conversation with client on two occasions;	0.50	\$150.00	WRG
May 23/01	Meeting with client at California Restaurant Mississauga;	2.10	\$630.00	WRG
Jun 11/01	Travel to and from Toronto; attend extradition hearing; and hold down until William R. Gilmour arrives;	4.00	\$800.00	HF
Dec 06/01	Research;	1.40	\$105.00	pd
Dec 08/01	Research extradition;	3.00	\$225.00	pd
Dec 10/01	Research extradition;	3.50	\$262.50	pd
	Telephone conversation with Tony Gorcyca;	0.10	\$7.50	pd
Dec 11/01	Research on extradition, review respondent's motion material;	2.80	\$210.00	pd
	Travel to and from Union station;	1.50	\$112.50	pd
Dec 12/01	Research; meet with client; review case; preparation for hearing;	6.00	\$450.00	pd
Dec 20/01	Attend offices of Amnesty review files and research abuses in U.S. prisons;	2.00	\$150.00	pd
Dec 21/01	Prepare affidavit of Tony, amend factum, prepare notice of application;	4.50	\$337.50	pd
Dec 27/01	Commissioning Affidavit	0.20	\$36.00	BAM
Dec 28/01	Notice of application, prepare materials to be filed with court;	7.00	\$525.00	pd
Dec 31/01	filing, binding;	0.80	\$60.00	pd
Jan 02/02	Travel to and from East Mall court appearance;	1.40	\$105.00	pd
Jan 03/02	Meet with client; research;	1.40	\$105.00	pd
Jan 07/02	Telephone conversation with client; review affidavits;	0.60	\$45.00	pd
Jan 08/02	Fax attempts to companies in U.S.; left messages for other corporations;	0.60	\$45.00	pd
Jan 09/02	Telephone conversation with client, computer research fax;	1.00	\$75.00	pd

Date	Description	Hours	Amount	Category
Jan 10/02	Prepare affidavit of Dr. Pallandi;	0.40	\$30.00	pd
	Travel to and from Toronto; swear affidavit of Dr. Pallandi;	3.00	\$225.00	pd
Jan 11/02	Research;	2.00	\$150.00	pd
Feb 04/02	Attend to client issues, telephone calls, E. GRENSPAN and review research;	2.50	\$750.00	WRG
	Travel to and from court; court appearance, receive disclosure;set trial date for May 14/02;	1.60	\$120.00	pd
	Research,pull cases Quicklaw;	1.20	\$90.00	pd
Feb 07/02	Review and highlight case law from Schreiber extradition hearing;	5.00	\$375.00	pd
Feb 08/02	Review case law;	2.00	\$150.00	pd
Feb 19/02	Attend to preparation and review of potential submissions to Justice DUNNET;	1.10	\$330.00	WRG
Feb 21/02	Attend to planning contingencies re: possible committal to extradition;	2.10	\$630.00	WRG
Feb 25/02	Travel to client's residence and thence to Superior Court in Toronto;	1.80	\$540.00	WRG
	Appear in Superior Court to receive judgment on committal for extradition client surrender into custody;	0.70	\$210.00	WRG
	Discussions with Bradley REITZ;	0.20	\$60.00	WRG
	Receive and review letter from Court in response to submissions sent directly to Court by client;	0.10	\$30.00	WRG
	Pickup client, travel to TORONTO, receive judgment and consider appeal;	2.50	\$750.00	WRG
	Research; bail pending on appeal;	0.80	\$120.00	pd
	Prepare notice of appeal to Court of Appeal;	1.00	\$150.00	pd
Feb 26/02	Telephone conversation with client from Metro West; amend notice of appeal; prepare affidavit of applicant; attach exhibits;	2.60	\$390.00	pd
Feb 27/02	Prepare affidavit for T. DIMARCO, travel to Metro West, commission affidavit; prepare appeal;	4.00	\$1,200.00	WRG
	Telephone conversation with client,Telephone conversation with court reporters office, draft letter to court reporter;	0.20	\$30.00	pd
Mar 02/02	Revise materials, prepare for bail hearing, serve Crown counsel;	4.00	\$1,200.00	WRG
Mar 04/02	Prepare materials, pick up client wife, attend at Court of Appeal, obtain order, obtain consent of Crown, attend upon Justice LASKIN, await issuance of order, return client wife home. deliver original order to Metro West Deytention Centre;	12.50	\$3,750.00	WRG
Mar 14/02	Attend to preparation for DIMARCO appeal; discussion with E. GREENSPAN; meet with DHALIWAL; research grounds for appeal; meet with client to provide copies of material; long telephone discussion with MP SZABO;	3.10	\$930.00	WRG
Mar 25/02	Submissions to the Minister begin drafting;	1.80	\$270.00	PD
Mar 26/02	Preparation of submissions to Minister including reviewing extradition material, research, file review;	3.50	\$525.00	PD
30/02	Receive voice mail from court reporter;	0.10	\$15.00	PD
May 14/02	Travel to East Mall Courts;	0.80	\$240.00	WRG

	Meeting with client and Crown Counsel'	1.00	\$300.00	WRG
	Appear in Court to have charges withdrawn at the request of the Crown;	0.70	\$210.00	WRG
	Meeting with client and wife;	1.20	\$360.00	WRG
	Travel to BRAMPTON;	0.80	\$240.00	WRG
May 28/02	Organize material in associate's office; sorting and separating;	2.80	\$420.00	PD
Jul 19/02	Receive instructions from associate;	0.30	\$45.00	PD
	Telephone conversation with court of appeal to inquire about dates for hearing application;	0.10	\$15.00	PD
	Prepare notice of application for extension of Sunset Clause at Ontario Court of Appeal;	1.40	\$210.00	PD
	Amend Notice of Application and draft Affidavit of Tony DiMarco in support of application;	1.80	\$270.00	PD
	Review files to locate material for NOA and affidavits;	0.50	\$75.00	PD
24/02	Assist associate with application to extend sunset clause; bail in court o appeal;	1.40	\$210.00	PD
Jul 26/02	Attend offices of Federal Crown Department of Justice, pick up consent, attend court of appeal to submit material, rejected due to no affidavit of service;	1.30	\$195.00	PD
Aug 08/02	Research recent extradition decision;	0.60	\$90.00	PD
Sep 11/02	Telephone conversation with client;	0.20	\$30.00	PD
ep 16/02	Draft submissions to Minister of Justice;	5.20	\$1,690.00	WRG
Sep 17/02	Attend to revise submissions and assemble documentation in support;	4.10	\$1,332.50	WRG
Sep 19/02	Continue preparation of supporting materials and revise submissions;	3.10	\$1,007.50	WRG
Sep 20/02	Review emails from Tony to William Gilmour, review materials to submit to Minister, order and organize materials, review files to locate all relevant materials and assist William Gilmour on submission preparation;	4.00	\$600.00	PD
Sep 21/02	Assist William Gilmour with submissions to the Minister;	5.70	\$1,852.50	WRG
	Attend to continued preparation of submissions to Minister and research attendant thereto;	13.50	\$4,387.50	WRG
Sep 22/02	Complete submissions to Minister with client and P. Dhaliwal subject to final proof Monday;	15.50	\$5,037.50	WRG
	Assist William Gilmour on submissions to Minister;	4.50	\$675.00	PD
Sep 23/02	Attend to final revisions of submissions to Minister and arrange for delivery to OTTAWA;	3.50	\$1,137.50	WRG
	Assist Lorna to bind materials to send to Minister, copy and bind;	2.40	\$360.00	PD
	review submissions with William Gilmour and Bobby Janda review and revise;	0.70	\$105.00	PD
	Review submissions to Minister of Justice	5.00	\$675.00	BVJ
Sep 25/02	Prepare Notice of Application; affidavit in support of application and draft order to extend perfecting appeal in the court of appeal to Oct 23/02; review previous orders on file; make amendments after review by associate;	2.50	\$375.00	PD

Sep 26/02	Travel to/from Department of Justice and await consent to motion;	1.00	\$325.00	WRG
	Attend at Ontario Court of Appeal;	0.50	\$162.50	WRG
Oct 07/02	To; numerous meetings with client and spouse from and after May23, 2002 through to this date; To; briefing, meeting, and discussing issues with Dr. Derek Pallandi, receiving his draft report, discussing revisions and receiving final report; To; various attendances upon witnesses including E. Ingvaldsen; To; appearances in Court in Toronto at 361 University including conduct of extradition hearing and at the Ontario Court of Appeal for bail pending appeal and extensions of various deadlines; To appeal committal for extradition; TO; seek and obtain bail pending appeal; To; various extensions of bail pending appeal; To; numerous telephone conversations with client and numerous meetings; To; preparation of submissions to Minister of Justice Sept 19 - 23 inclusive (32 hours); To arrange for meeting with polygraph examiner and to prepare test affidavit including meeting with client and examiner.	182.00	\$59,150.00	WRG
Oct 19/02	Attend to issues with client to secure payment and to correspondence from R. Jarchow to client at direction of partnership;	1.50	\$487.50	WRG
Oct 30/02	Travel to/from TORONTO- Ontario Court of Appeal;	1.20	\$390.00	WRG
	Appear before Justice CATZMAN at the Ontario Court of Appeal re client request for adjournment;	0.70	\$227.50	WRG
	Meeting with Client;	0.40	\$130.00	WRG
	Travel to/from BRAMPTON;	1.10	\$357.50	WRG
Nov 10/02	Attend to sale of information issues, draft proposed offers, review with client, revise offers;	4.20	\$1,365.00	WRG
Nov 25/02	Travel to and from Ontario Court of Appeal, Toronto;	2.20	\$330.00	PD
	Appear in court to remove PDC off the record;	0.70	\$105.00	PD
Nov 28/02	Travel to and from Old City Hall;	2.00	\$300.00	PD
	Appear in Old City Hall to get off the record;	1.60	\$240.00	PD
Dec 03/02	Preparation of materials for submission to Minister;	2.00	\$650.00	WRG
Dec 04/02	Continue preparation of materials for submission to Minister;	5.00	\$1,625.00	WRG
Dec 31/02	Attend to preparation of materials to perfect appeal and to deal with client issues re: dolls and visit from agents from Florida;	4.00	\$1,300.00	WRG
Jan 06/03	Attend to perfection of appeal at Ontario Court of Appeal;	10.50	\$3,412.50	WRG
Jan 07/03	Attend to perfection of appeal at Ontario Court of Appeal;	10.00	\$3,250.00	WRG
	Research;	0.40	\$54.00	BVJ
Jan 17/03	Various attendances upon client;	2.50	\$812.50	WRG
Jan 23/03	Draft Notice of Application to extend sunset clause;	0.50	\$75.00	PD
1 24/03	Attend to motion to extend sunset clause;	6.60	\$2,145.00	WRG

Jan 30/03	Review factum and review book of authorities and highlight relevant sections;	2.00	\$300.00	PD
Feb 27/03	Travel to Court of Appeal for Ontario and appear on motion and drive client to reporting sites;	3.50	\$1,137.50	WRG
Mar 14/03	To draft and prepare Order and having same issued and entered;	0.30	\$22.50	LA
Mar 19/03	Attend at Court of Appeal for Ontario to respond to motion by GORCYCA and return to BRAMPTON;	3.10	\$1,007.50	WRG
Apr 06/03	Attend at office; meet with William Gilmour, receive instructions on drafting statement of claim against defendants; research and review Ohio civil procedure and court rules;	3.20	\$560.00	PD
Apr 11/03	Attend to collection of account;	1.00	\$325.00	WRG
May 12/03	Attend to various issues with U.S. counsel and with respect to Court of Appeal on client motion to return us to the record in this matter;	1.50	\$487.50	WRG
May 14/03	Seek location of client motion at Court of Appeal and determine absence of client motion;	0.50	\$162.50	WRG
May 22/03	Deal with responding material issues and service of client over past three days;	2.10	\$682.50	WRG
May 23/03	Attend at Court of Appeal in response to unserved motion by client for relief against this firm;	4.10	\$1,332.50	WRG
May 28/03	Conduct conference call with Justice Rosenberg/DiMARCO/REITZ;	0.50	\$162.50	WRG
Jun 06/03	Confer with partner regarding research;	0.10	\$13.50	BVJ
Jun 11/03	Research for motion;	3.00	\$405.00	BVJ
	Review motion materials;	1.50	\$202.50	BVJ
	Confer with partner;	0.50	\$67.50	BVJ
Jun 12/03	Preparation of responding materials for Court of Appeal;	6.50	\$2,112.50	WRG
	Continue preparation of responding materials for Court of Appeal;	1.90	\$617.50	WRG
	Confer with partner;	0.70	\$94.50	BVJ
	Research regarding privilege;	0.50	\$67.50	BVJ
	Confer with clerk;	0.20	\$27.00	BVJ
Jun 16/03	Research for motion;	1.00	\$135.00	BVJ
Jun 17/03	Review applicants's factum and prepare response;	1.60	\$280.00	PD
Jun 18/03	Prepare for Court of Appeal hearing;	1.30	\$422.50	WRG
Jun 19/03	Travel to/from TORONTO - Ontario Court of Appeal;	1.20	\$390.00	WRG
	Appear at Court of Appeal;	1.00	\$325.00	WRG
Jun 23/03	Travel to/from TORONTO - Ontario Court of Appeal;	1.20	\$390.00	WRG
	Appear in Ontario Court of Appeal;	2.20	\$715.00	WRG
	Meeting with client;	0.70	\$227.50	WRG
	Travel to/from BRAMPTON;	1.20	\$390.00	WRG
Jun 25/03	To drafting correspondence to DiMarco and to Court of Appeal;	0.30	\$22.50	LA

Totals		32.10	\$138,730.00
GST on Fees			\$9,711.10

Fee split:

HOUSE FEES	7.50	\$1,500.00
William R. Gilmour	382.40	\$122,027.50
Brian A. Metson	0.20	\$36.00
Paul Dhaliwal	43.70	\$6,675.00
Bobby Janda	12.90	\$1,741.50
Paul Dhaliwal	84.80	\$6,705.00
Lorna Armstrong	0.60	\$45.00

DISBURSEMENTS

Photocopies		\$75.76
Fax		\$247.80
Parking		\$13.15
Agent's Fee		\$460.00
Courier		\$60.25
Computer assisted legal research		\$2.85
Telephone		\$111.02
Apr 08/03 Issue Statement of Claim*		\$157.00
May 14/03 Service fee		\$5.00
Purchase USdraft for \$1,140.00 @1.4008 + \$5.00 fee*		\$1,596.91

Jun 27/03	Purchase US draft for Hylant Group & Daniel Lindner @ 1.3717 + service fee*	\$5,085.29
Jul 03/03	Travel expenses incurred	\$349.71
	Travel expenses incurred *	\$256.85
Aug 21/03	Re: Agent Attending at Court of Appeal	\$1,625.00
Aug 28/03	pay to cost of US draft \$2100.00 @ 1.4151for Lendner Weaver Crane acct*	\$2,971.71
	service charge for US draft	\$5.00
	Total Disbursements	\$13,023.30
	GST on Disbursements	<u>\$206.89</u>
	Total Fees, Disbursements & GST	\$161,671.29
	Less amount received	- \$0.00
	Previous balance	\$89,847.80
	Previous payments	- <u>\$0.00</u>
	Balance Due Now	<u>\$251,519.09</u>

TRUST STATEMENT

		<u>Disbursements</u>	<u>Receipts</u>
Oct-23-00	Received From: Mrs. Chai Jin Yum Deposit received		2,000.00
Oct-24-00	Received From: Linda Yum Deposit received		1,500.00
	Paid To: William R. Gilmour Expense advance for Ohio/New York trip	3,200.00	
Jan-22-01	Received From: Ji Hae Linda Yum Retainer		500.00
Feb-06-01	Paid To: Minister of Finance Filing fee - Notice of Action	157.00	
Feb-28-01	Received From: MZG International Corp. Deposit received (U.S. funds)		5,000.00
Mar-12-01	Received From: MZG International Corp. NSF cheque		-5,000.00
Mar-14-01	Paid To: PROUSE, DASH & CROUCH On account of disbursements incurred	534.05	
Apr-11-01	Received From: Mr. Bruce Anthony Gorcyca DiMarco Deposit received		7,692.09
	Paid To: Linda Yum Trust funds disbursed at client's discretion to client's wife	3,846.00	
r-12-01	Paid To: Federal Court of Canada Issue Application	30.00	
Apr-27-01	Received From: Linda Yum Deposit received		100.00
May-01-01	Received From: Linda Yum Deposit received		500.00
May-23-01	Paid To: PROUSE, DASH & CROUCH To pay outstanding account	4,072.85	
Jul-05-01	Paid To: PROUSE, DASH & CROUCH To pay outstanding account	452.19	
Jun-17-02	Received From: Pacific Blue Productions, Inc. Retainer		2,000.00
Jun-20-02	Paid To: Lynn Rochester pay to invoice dated April 11/02	64.00	
Sep-09-02	Received From: Pacific Blue Productions Deposit received		1,000.00
Sep-12-02	Paid To: PROUSE, DASH & CROUCH On account of disbursements incurred	116.25	
Sep-16-02	Paid To: John McClinton Polygraph	1,000.00	
Sep-20-02	Paid To: Mila Morales, CSR Transcript	393.75	
:-04-02	Paid To: Lynn Rochester photocopies by Court Reporter	75.00	

Jan-29-03	Paid To: PROUSE, DASH & CROUCH On account of disbursements incurred	1,351.00	
r-30-03	Paid To: Stale dated cks cancel stale-dated ck.	-30.00	
	Total Trust	<hr/> \$15,262.09	<hr/> \$15,292.09
	Trust Balance		<u>\$30.00</u>

DEED
17

875064

RECORDED BY
PATRICK J. MALLEY
CUYAHOGA COUNTY RECORDER

98 OCT -2 PH 12:39



A398-10
12596-04

QUITCLAIM DEED

VOL. 98-12860 PAGE 11

THIS QUITCLAIM DEED, Executed this 2nd day of October, 1998

by first party, Grantor, MARTHA HELEN GORCYCA (WIDOWED)
whose post office address is 5810 GILBERT AVENUE, PARMA, OHIO 44129
to second party, Grantee, BRUCE ANTHONY GORCYCA D. MARCO
whose post office address is 5810 GILBERT AVENUE, PARMA, OHIO 44129

WITNESSETH, That the said first party, for good consideration and for the sum of TWENTY Dollars (\$ 20.00) paid by the said second party, the receipt whereof is hereby acknowledged, does hereby remise, release and quitclaim unto the said second party forever, all the right, title, interest and claim which the said first party has in and to the following described parcel of land, and improvements and appurtenances thereto in the County of CUYAHOGA, State of OHIO to wit:

SUBLOT NO. 800 IN THE CITY OF PARMA IN THE H.A. STAHL PROPERTIES COMPANY'S RIDGEWOOD GARDENS ANNEX SUBDIVISION OF PART OF ORIGINAL PARMA TOWNSHIP LOT NO. 5, BLAKE TRACT AS SHOWN BY RECORDED PLAT IN VOLUME 70 OF MAPS PAGE 34 OF CUYAHOGA COUNTY RECORDS. RELATIVE STREET ADDRESS IS 5810 Gilbert Avenue, PARMA, Ohio 44129

If your state requires 8 1/2" x 11" forms, cut off the bottom of this page at the dotted line.

PANCELLO, J. 443-09-108

CONVEYANCE IS IN COM.

Frank Busco
CUYAHOGA COUNTY AUDITOR

OCT 02 1998

Legal Description complies with Cuyahoga County Conveyance Standards and is approved for



Conveyance Fee
TYPE: FRANK BUSCO, Cuyahoga County Auditor By: JC Deputy

Agent: [Signature] Date: 10-2-98

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VOL. 98-12860 PAGE 12

IN WITNESS WHEREOF, The said first party has signed and sealed (these presents the day and year first above written, signed, sealed and delivered in presence of:

Signature of Witness
Ji HAE YUM
Print name of Witness

Signature of First Party
MHA
MARTHA HELEN GORCYCA
Print name of First Party

Signature of Witness
Print name of Witness

Signature of First Party
Print name of First Party

State of OH
County of Cuyahoga
On 10-2-98 before me,
appeared MARTHA H. GORCYCA
personally known to me (or proved to me on the basis of satisfactory evidence) to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.
WITNESS my hand and official seal.

Signature of Notary
KENNETH R. LANE, Notary Public
CUYAHOGA COUNTY, OHIO
My Commission Expires 6-2-2001

Affiant Known Produced ID
Type of ID None
(Seal)

State of OH
County of PARMA
On 10-2-98 before me,
appeared KEN LANE, MANAGER
personally known to me (or proved to me on the basis of satisfactory evidence) to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.
WITNESS my hand and official seal.

Signature of Notary

Affiant Known Produced ID
Type of ID None
(Seal)

Signature of Preparer
Print Name of Preparer
Address of Preparer

If your state requires 8 1/2" x 11" forms, cut off the bottom of this page at the dotted line.

© U-Z Legal Forms. Before you use this form, read it. Fill in all blanks, and make whatever changes are necessary in your particular situation. Check a lawyer if you doubt the form's fitness for your purpose and use U-Z Legal Forms and the smaller name as represented or warranty, express or implied, with respect to the merchantability of this form for an intended use or purpose.

CUYAHOGA COUNTY RECORDER
PATRICK J. OMALLEY
DEQC 07/27/1999 02:19:44 PM
199907270935

CUYAHOGA COUNTY RECORDER
199907270935 PAGE 1 of 2

A298-10
R298-04

QUITCLAIM DEED



THIS QUITCLAIM DEED, Executed this *FIFTEENTH* day of *JUNE*,
1999.

by first party, Grantor, *BRUCE ANTHONY GORCYCA DiMARCO*
whose post office address is *5810 GILBERT AVE, PARMA, OH. 44129*

to second party, Grantee, *JI HAE YUM*

whose post office address is *3575 KANEFF CRESCENT - APT. 2205*
MISSISSAUGA, ONTARIO, CANADA L5A 3Y5

WITNESSETH, That the said first party, for good consideration and for the sum of
ONE HUNDRED ————— Dollars (\$ *100.00*) paid by the said second
party, the receipt whereof is hereby acknowledged, does hereby remise, release and quitclaim
unto the said second party forever, all the right, title, interest and claim which the said first party
has in and to the following described parcel of land, and improvements and appurtenances there-
to in the County of *CUYAHOGA*, State of *OHIO* to wit:

*SUBLOT NO. 800 IN THE CITY OF PARMA IN
THE H.A. STAHL PROPERTIES COMPANY'S RIDGE-
WOOD GARDENS ANNEX SUBDIVISION OF PART OF
ORIGINAL PARMA TOWNSHIP LOT NO. 5, BLAKE
TRACT AS SHOWN BY RECORDED PLAT IN VOLUME
70 OF MAPS PAGE 34 OF CUYAHOGA COUNTY
RECORDS. STREET ADDRESS IS 5810 GILBERT*

IN WITNESS WHEREOF, The said first party has signed and sealed these presents the day and year first above written. Signed, sealed and delivered in presence of:

Margaret L. Gubeno
Signature of Witness

MARGARET L. GUBENO
Print name of Witness

Barbara Burdorff
Signature of Witness

BARBARA BURDORFF
Print name of Witness

Bruce Anthony Gorcyca D. Marc
Signature of First Party

BRUCE ANTHONY GORCYCA D. MARC
Print name of First Party

Signature of First Party

Print name of First Party

State of OHIO)
County of CUYAHOGA
On 6/15/99 before me,
appeared BRUCE ANTHONY GORCYCA

personally known to me (or proved to me on the basis of satisfactory evidence) to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

WITNESS my hand and official seal.

Barbara Burdorff
Signature of Notary

BARBARA BURDORFF
Notary Public - State of Ohio
Recorder - Cuyahoga Cty.
My Comm. Expires 3-19-2001

Affiant Known Produced ID
Type of ID _____
(Seal)

State of _____)
County of _____
On _____ before me,
appeared _____

personally known to me (or proved to me on the basis of satisfactory evidence) to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

WITNESS my hand and official seal.

Signature of Notary

Affiant Known Produced ID
Type of ID _____
(Seal)

Signature of Preparer

Print Name of Preparer

Address of Preparer

SSAN 3: 301-55-4457
Driver's License: OHIO
DL#: NX 355461-expired

Known Aliases

Anthony DiMarco	Bernie Schwartz
Tony DiMarco	Albert Ash
Tony DeMarco	Frank Negri
Tony D. Marco	Robert Foley
Tom DeMarco	Stewart Reynolds
Paul Marco	

The Armed and Dangerous caution statement is due to the search of the residence yielding one .22 Magnum handgun, serial #518116. GORCYCA was previous charged in Dade County, Florida, with soliciting to commit first degree murder. He was acquitted of that charge on April 4, 1986.

REQUEST OF RCMP:

The Royal Canadian Mounted Police is requested to conduct a non-alerting investigation of Pacific Blue Productions, 3575 Kaneff Crescent, Toronto, to determine the location of BRUCE A. GORCYCA.

Should any questions arise, I can be reached at (613) 688-5385.

Sincerely yours,

Stuart N. Sturm
Legal Attache

Harry A. Penich
By: Harry A. Penich
Assistant Legal Attache

Enclosures

ARMED AND DANGEROUS
ESCAPE RISK



XC

UNITED STATES DISTRICT COURT
SOUTHERN DISTRICT OF FLORIDA
MIAMI DIVISION

CASE NO. 99-1968 CIV-JORDAN

FILED by *SLD* D.C.
AUG 11 2000
CLARENCE MADONIX
CLERK U.S. DIST. CT.
S.D. OF FLA. MIAMI

SECURITIES AND EXCHANGE
COMMISSION

Plaintiff

vs.

THE GLOBUS GROUP, INC., et al.

Defendants

**MODIFIED FINAL DEFAULT JUDGMENT AGAINST
THE GLOBUS GROUP, INC., AND BRUCE GORCYCA A/K/A ANTHONY DIMARCO**

Pursuant to Federal Rule of Civil Procedure 60(b)(6), the Court modifies the final default judgment for the Securities and Exchange Commission against The Globus Group, Inc., and Bruce Gorcyca a/k/a Anthony DiMarco entered on April 12, 2000. The corrected judgment in its entirety is as follows:

The Globus Group, Inc., and Bruce Gorcyca a/k/a Anthony DiMarco are enjoined from directly or indirectly making or causing another to make any material misstatements, misrepresentations, or omissions in connection with the sale of any security.

The Globus Group, Inc., shall disgorge to the SEC \$30,000, and shall pay a civil fine to the SEC in the amount of \$75,000, for which let execution issue. Bruce Gorcyca a/k/a Anthony DiMarco shall disgorge to the SEC \$225,000, and shall pay a civil fine to the SEC in the amount of \$75,000, for which let execution issue. The SEC shall remit all money collected pursuant to this final judgment to the United States Treasury. See 15 U.S.C. § 77(d)(3)(A).

DONE and ORDERED in chambers in Miami, Florida, this 11th day of August, 2000.

Adalberto Jordan
Adalberto Jordan
United States District Judge

Copy to: Magistrate Judith Handstra
Andres Guevara, Esq.; Jacques Verhaak; Trans-
The Globus Group; Herbert Jacobi, Esq.; Bruce Gorcyca

Certified to be a true and
correct copy of the original document on file
U.S. District Court
Southern District of Florida
By *[Signature]*
Deputy Clerk
Date: 01/6/01

THE OHIO LEGAL BLANK CO., INC.
**PLAINTIFF'S
EXHIBIT**
12

SUPP 0181