

EXHIBIT A

**IN THE UNITED STATES DISTRICT COURT
FOR THE NORTHERN DISTRICT OF ILLINOIS
EASTERN DIVISION**

DAVID GROCHOCINSKI, not)	
individually, but solely in his capacity as)	
the Chapter 7 Trustee for the bankruptcy)	
estate of CMGT, INC.,)	
)	
Plaintiff,)	
)	
v.)	No. 06 C 5486
)	
MAYER BROWN ROWE & MAW LLP and)	Judge Virginia M. Kendall
RONALD B. GIVEN,)	
)	
Defendants.)	

AFFIDAVIT BY CERTIFICATION OF STEVEN J. CISZEWSKI

1. I am over the age of eighteen and I have personal knowledge of the statements contained in this Affidavit. I reside in Cook County, Illinois.

2. I am a partner in the law firm of Novack and Macey LLP (“Novack and Macey”), which represents Defendants Mayer Brown LLP (formerly known as Mayer Brown Rowe & Maw LLP) and Ronald P. Given (together, “Defendants”) in the above-captioned matter (the “Litigation”).

3. This Affidavit is submitted in support of Defendants’ Petition for Attorneys’ Fees and Costs (the “Fee Petition”), which is, in turn, submitted pursuant to the June 30, 2011 Order in the Litigation requiring Edward T. Joyce & Associates (“Joyce”) to pay certain attorneys’ fees and costs incurred by Defendants in the Litigation. Specifically, the Court ordered Joyce to pay: (a) one-half of the attorneys’ fees and costs incurred by Defendants in preparing for and taking Plaintiff’s deposition (the “Deposition”); (b) one-half of the costs incurred by Defendants in connection with the Deposition; and (c) one-half of the attorneys’ fees and costs incurred by

Defendants in bringing their Sanctions Motion against Plaintiff and Joyce (the “Sanctions Motion”).

4. The attorneys at Novack and Macey who performed tasks in connection with the Deposition and Sanctions Motion are Stephen Novack, Mitchell L. Marinello, Richard G. Douglass, John Haarlow, Jr. and me (the “Attorneys”). A brief summary of our qualifications follows:

- I received my BA *cum laude* from the University of Illinois in 1995 and my JD *magna cum laude* from the University of Illinois in 1999, where I was on Illinois’ National Moot Court Team and received the American Jurisprudence Award for Excellence in Trial Advocacy. I am admitted to practice in Illinois.
- Mr. Novack is one of the founding partners of Novack and Macey. He received his BA *magna cum laude* from the University of Missouri at St. Louis in 1968 and his JD *magna cum laude* from Northwestern University in 1972, where he was awarded the Order of the Coif and was notes and comments editor of the Northwestern University Law Review. He is admitted to practice in Illinois, before the United States Supreme Court and numerous federal circuit and district courts throughout the country.
- Mr. Marinello is a partner with Novack and Macey. He received his BA *magna cum laude* from Wesleyan University in 1976 and his JD from New York University in 1980 and was Senior Writing Editor for the Moot Court Board. He is admitted to practice in New York and Illinois.
- Mr. Douglass is an associate with Novack and Macey. He received his BA *magna cum laude* from the University of Pittsburgh in 1998 and his JD *magna cum laude* from the University of Georgia in 2002, where he was awarded the Order of the Coif and was articles editor of the University of Georgia Law Review. He is admitted to practice in Illinois and Georgia.
- Mr. Haarlow is an associate with Novack and Macey. He received his AB from Princeton University in 1999 and his JD *summa cum laude* from the University of Illinois in 2004, where he was awarded the Order of the Coif and was administrative editor of the University of Illinois Law Review. He is admitted to practice in Illinois.

5. In addition to the Attorneys, various paralegals performed tasks in connection with the Deposition and Sanctions Motion under the Attorneys’ supervision.

6. The hourly rates charged for the Attorneys' and paralegals' work in this case were subject to a 15% professional discount (generally provided by Novack and Macey to lawyers and law firms in connection with the defense of professional liability claims) from their normal rates during the relevant time period, which follow:

<u>Attorney</u>	<u>2008</u>	<u>2009</u>	<u>2010</u>	<u>2011</u>
Novack			\$650	\$670
Marinello	\$495	\$520	\$520	\$540
Ciszewski			\$395	\$415
Douglass				\$350
Haarlow			\$275	\$295
Paralegals		\$165		\$165

7. The regular rates charged by Novack and Macey are fair and reasonable and within the normal standards of the community for the type of services provided. These rates were established, in part, by surveying and evaluating competitive law firms' billing rates. The regular rates charged by Novack and Macey are similar to, and in many instances less than, the rates charged by other firms in Chicago for lawyers with similar experience and are reasonable under the circumstances. Further, all of Novack and Macey's legal malpractice clients have been charged, and have paid, the same rates.

8. In connection with the Litigation, Novack and Macey performed all of the tasks reasonably necessary to successfully defend Defendants in this matter. The fees and costs Novack and Macey billed to Defendants in connection with the Litigation are consistent with Novack and Macey's ordinary and customary billing practices in legal malpractice matters.

9. Defendants have paid all of Novack and Macey's fees and costs in connection with this matter as they became due. Defendants have never objected to the fees and costs Novack and Macey has billed to Defendants in connection with the Litigation.

10. Attached hereto as Exhibit 1 is a summary chart indicating the amount of fees sought in connection with the Deposition and Sanctions Motion organized by invoice, attorney or paralegal, date, hours, rate and various subtotals and totals (the "Chart"). The Chart was prepared by reviewing the relevant bills from Novack and Macey to Defendants. In some time entries related to the Deposition, there were block billing entries containing tasks related to the Deposition for which fees are recoverable and tasks unrelated to the Deposition for which fees are not recoverable. There are less than ten such entries relating to one attorney and one paralegal. In such cases, an effort was made to make the most conservative estimate of the amount of time attributable to tasks related to the Deposition for which fees are recoverable, and only the fees associated with those amounts of time are sought in connection with the Fee Petition.

11. The time spent on the Deposition and Sanctions Motion was reasonable and necessary under the circumstances.

12. Attached hereto as Exhibit 2 are redacted copies of the relevant Novack and Macey invoices from which the Chart was generated. All but six of the redactions concern tasks for which no reimbursement is being sought. If the Court wishes to review copies of unredacted invoices, Defendants will present unredacted copies for the Court's in camera review.

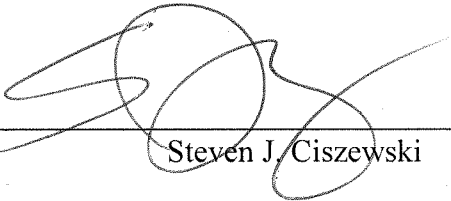
13. Attached hereto as Exhibit 3 is a copy of the court reporter's invoice issued in connection with the Deposition in the amount of \$2,877.17. Half of this amount is \$1,438.58.

14. As detailed in Exhibits 1-3 hereto, Defendants seek the following amounts pursuant to the June 30 Order:

Fees related to the Deposition	\$10,712.34
Costs related to the Deposition	\$1,438.58
Fees related to the Sanctions Motion	\$24,984.90
TOTAL	\$37,135.82

15. I declare under penalty of perjury that the foregoing is true and correct.

DATED: July 8, 2011



Steven J. Ciszewski

Doc# 441978

EXHIBIT 1

**SUMMARY CHART OF FEES FOR
DEFENDANTS' PETITION FOR ATTORNEYS' FEES AND COSTS
Grochocinski v. Mayer Brown Rowe & Maw, et al., No. 06-5486**

Grochocinski Deposition Fees Sought

Invoice Dated January 1, 2009

Attorney	Date	Hours	Rate	Subtotal
Marinello	12/22/08	2.6	\$495	\$1,287.00
Marinello	12/23/08	2.3	\$495	\$1,138.50
Marinello	12/24/08	1.5	\$495	\$742.50
				\$3,168.00
		Less 15% Discount		(\$475.20)
		Total (this Invoice)		\$2,692.80

Invoice Dated February 1, 2009

Attorney	Date	Hours	Rate	Subtotal
Marinello	1/13/09	7	\$520	\$3,640.00
Paralegal	1/13/09	2	\$165	\$330.00
Marinello	1/14/09	3.3	\$520	\$1,716.00
Paralegal	1/14/09	3	\$165	\$495.00
Marinello	1/15/09	6.5	\$520	\$3,380.00
Paralegal	1/15/09	2	\$165	\$330.00
Marinello	1/16/09	3.6	\$520	\$1,872.00
Paralegal	1/16/09	0.5	\$165	\$82.50
Marinello	1/17/09	6.1	\$520	\$3,172.00
Marinello	1/18/09	4.5	\$520	\$2,340.00
Marinello	1/19/09	9	\$520	\$4,680.00
				\$22,037.50
		Less 15% Discount		(\$3,305.63)
		Total (this Invoice)		\$18,731.88

1/1/09 Invoice	\$2,692.80
2/1/09 Invoice	\$18,731.88
TOTAL	\$21,424.68
50%	\$10,712.34

Sanctions Motion Fees Sought

Invoice Dated May 17, 2010

Attorney	Date	Hours	Rate	Subtotal
Haarlow	4/1/10	1	\$275	\$275.00
Novack	4/2/10	1.1	\$650	\$715.00
Ciszewski	4/2/10	2.7	\$395	\$1,066.50
Ciszewski	4/5/10	1.7	\$395	\$671.50
Ciszewski	4/8/10	3.9	\$395	\$1,540.50
Ciszewski	4/12/10	5.2	\$395	\$2,054.00
Ciszewski	4/13/10	3.1	\$395	\$1,224.50
Novack	4/14/10	0.5	\$650	\$325.00
Ciszewski	4/16/10	2.6	\$395	\$1,027.00
Novack	4/19/10	0.4	\$650	\$260.00
Novack	4/20/10	1.8	\$650	\$1,170.00
Ciszewski	4/20/10	2.9	\$395	\$1,145.50
Novack	4/21/10	0.1	\$650	\$65.00
				\$11,539.50
		Less 15% Discount		(\$1,730.93)
		Total (this Invoice)		\$9,808.58

Invoice Dated April 22, 2011

Attorney	Date	Hours	Rate	Subtotal
Novack	3/15/11	2.2	\$670	\$1,474.00
Ciszewski	3/15/11	3.9	\$415	\$1,618.50
Douglass	3/15/11	5.3	\$350	\$1,855.00
Marinello	3/17/11	3.3	\$540	\$1,782.00
Douglass	3/17/11	5.4	\$350	\$1,890.00
Marinello	3/18/11	3	\$540	\$1,620.00
Douglass	3/18/11	6	\$350	\$2,100.00
Douglass	3/19/11	7.2	\$350	\$2,520.00
Marinello	3/20/11	7.5	\$540	\$4,050.00
Douglass	3/20/11	1.3	\$350	\$455.00
Ciszewski	3/21/11	3.3	\$415	\$1,369.50
Douglass	3/21/11	4.1	\$350	\$1,435.00
Ciszewski	3/22/11	5.6	\$415	\$2,324.00
Douglass	3/22/11	4.7	\$350	\$1,645.00
Marinello	3/23/11	2	\$540	\$1,080.00
Novack	3/23/11	1	\$670	\$670.00
Ciszewski	3/23/11	1.4	\$415	\$581.00
Douglass	3/23/11	7.5	\$350	\$2,625.00
Marinello	3/24/11	5	\$540	\$2,700.00
Novack	3/24/11	0.7	\$670	\$469.00
Ciszewski	3/24/11	1.6	\$415	\$664.00
Douglass	3/24/11	1.9	\$350	\$665.00
Douglass	3/25/11	2.3	\$350	\$805.00
Novack	3/26/11	0.7	\$670	\$469.00
Novack	3/28/11	0.9	\$670	\$603.00
Ciszewski	3/28/11	2.3	\$415	\$954.50
Douglass	3/28/11	1.3	\$350	\$455.00
Douglass	3/30/11	1.4	\$350	\$490.00
Douglass	3/31/11	1	\$350	\$350.00
				\$39,718.50
		Less 15% Discount		(\$5,957.78)
		Total (this Invoice)		\$33,760.73

Invoice Dated May 23, 2011

Attorney	Date	Hours	Rate	Subtotal
Marinello	4/7/11	4.7	\$540	\$2,538.00
Ciszewski	4/7/11	3.9	\$415	\$1,618.50
Douglass	4/7/11	2.3	\$350	\$805.00
Marinello	4/8/11	2.3	\$540	\$1,242.00
Novack	4/9/11	4.4	\$670	\$2,948.00
Douglass	4/9/11	0.3	\$350	\$105.00
Novack	4/10/11	0.4	\$670	\$268.00
Marinello	4/11/11	1.2	\$540	\$648.00
Novack	4/11/11	0.6	\$670	\$402.00
Douglass	4/11/11	1.2	\$350	\$420.00
Marinello	4/12/11	3.7	\$540	\$1,998.00
Novack	4/12/11	1.2	\$670	\$804.00
Douglass	4/12/11	0.8	\$350	\$280.00
Novack	4/13/11	0.3	\$670	\$201.00
Haarlow	4/14/11	4.8	\$295	\$1,416.00
Paralegal	4/14/11	2.9	\$165	\$478.50
Haarlow	4/15/11	2.1	\$295	\$619.50
Novack	4/16/11	1.3	\$670	\$871.00
Novack	4/18/11	2.1	\$670	\$1,407.00
				\$19,069.50
		Less 15% Discount		(\$2,860.43)
		Total (this Invoice)		\$16,209.08

5/17/2010 Invoice \$9,808.58
4/22/11 Invoice \$33,760.73
5/23/11 Invoice \$16,209.08
TOTAL \$49,969.80
50% **\$24,984.90**

EXHIBIT 2


novack

Tax Identifying No.: 36-3331397

January 01, 2009

Billed through 12/31/2008

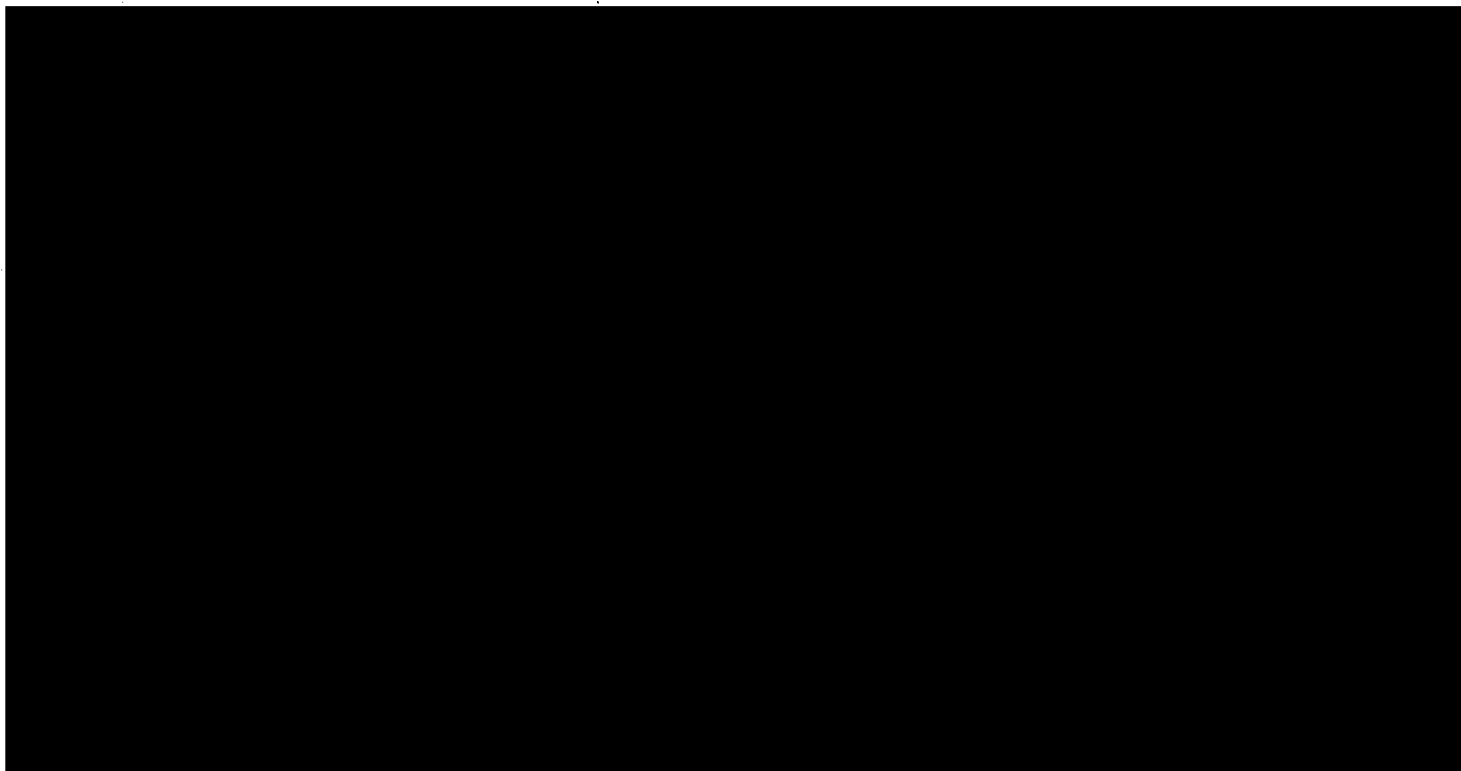
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Mayer Brown LLP
71 South Wacker Drive
Chicago, IL 60606

cc: 

Re: David Grochocinski v. Mayer Brown Rowe & Maw LLP, et al
Case No.: 06 L 008944

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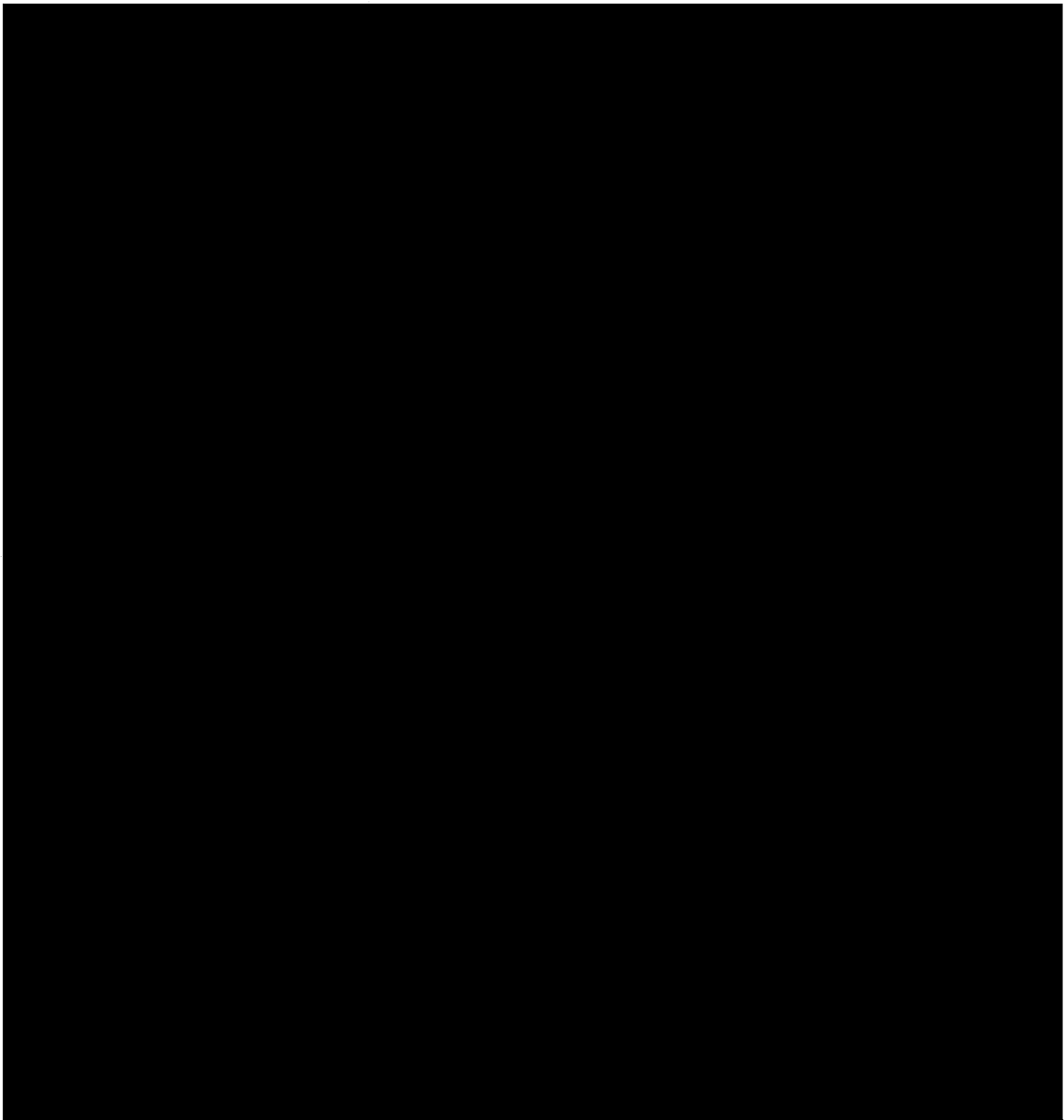


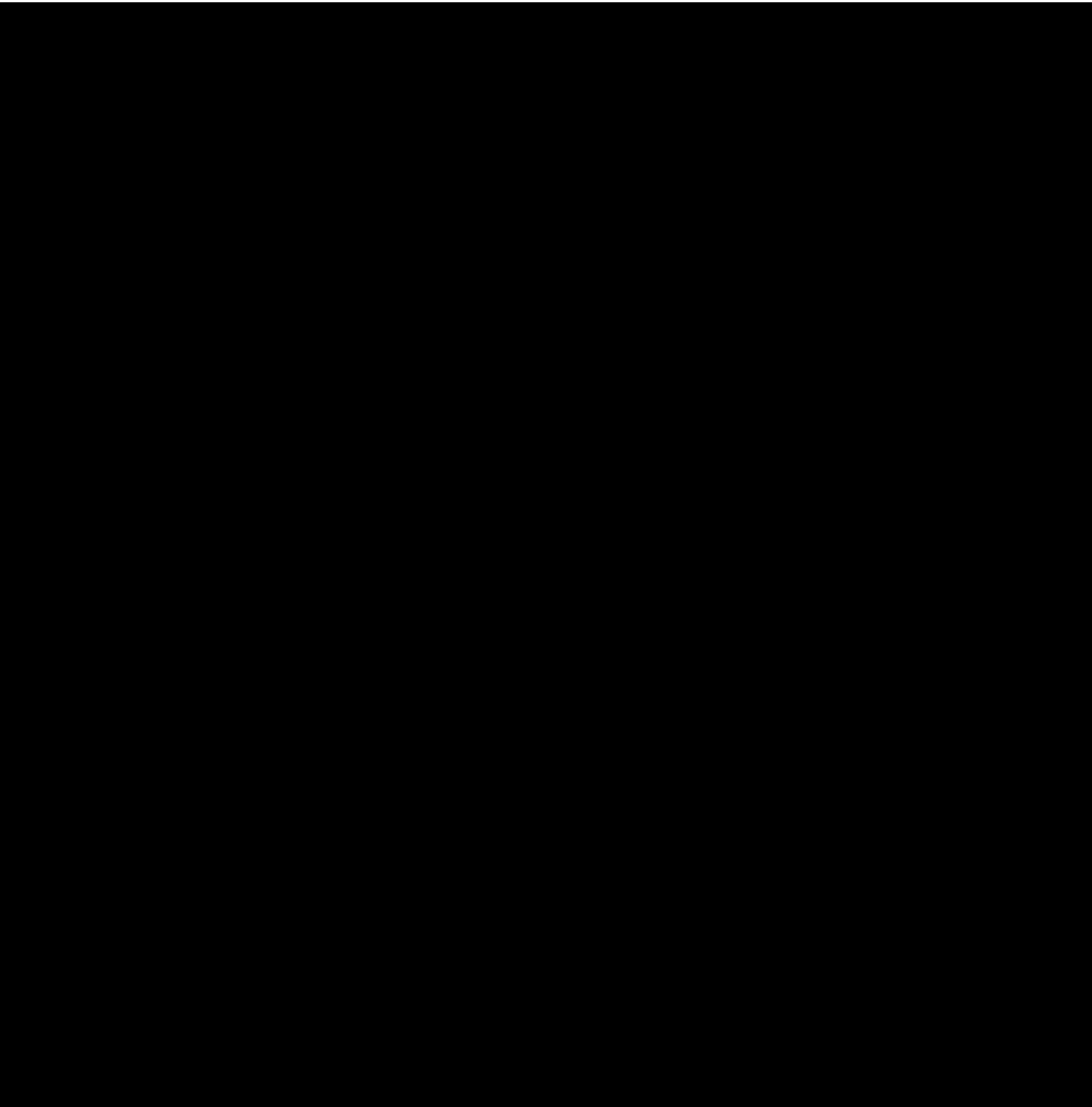
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Invoice No. 28397

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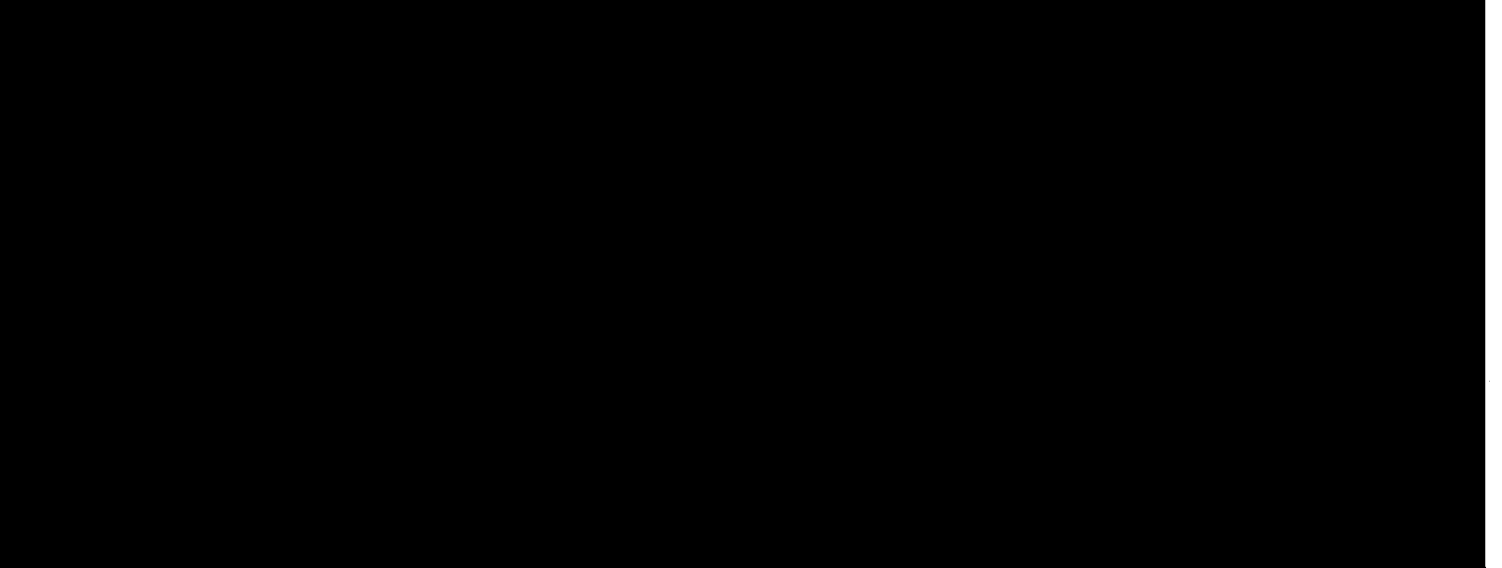
12/22/08 MLM Work on deposition preparation; conference with JBH. 2.80 hrs



12/23/08	MLM	Conference with RAS and LMD; work on deposition outline; research assignments to JBH; review documents; draft list of ideas and assignments; read SJC's e-mail; e-mail to R. Given.	4.60 hrs
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12/24/08	MLM	E-mail R. Givens; work on deposition outline.	1.80 hrs
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novack

Invoice No. 28397

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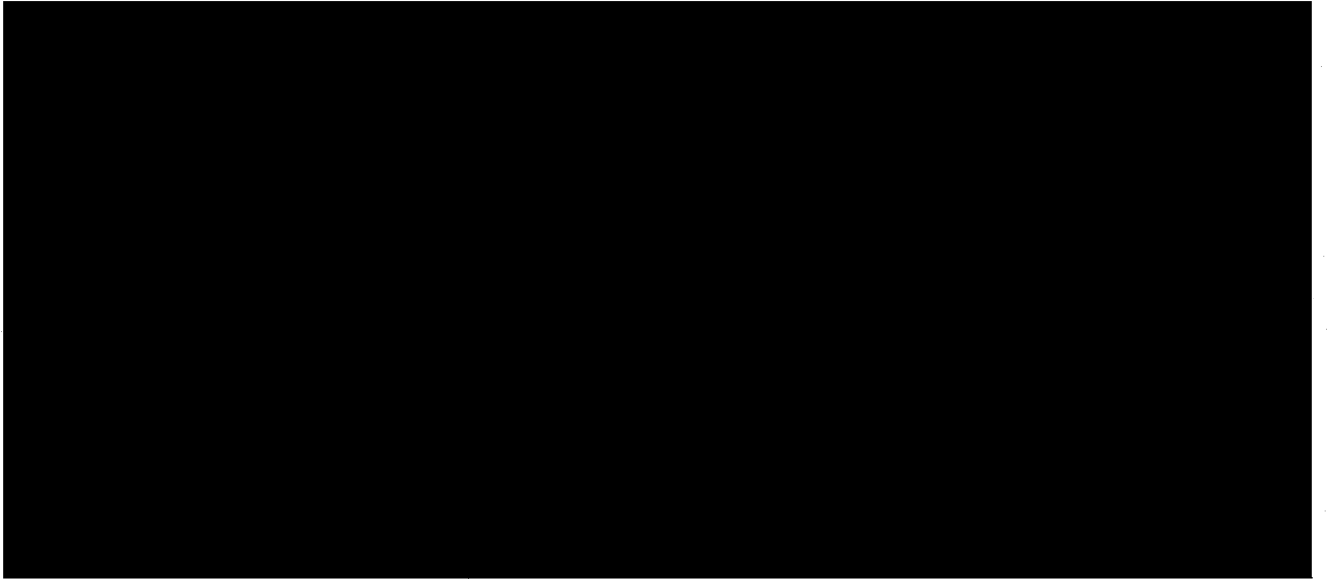
DISBURSEMENTS



BILLING SUMMARY



Mitchell L. Marinello	20.90 hrs	\$495.00	\$10,345.50
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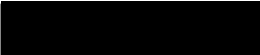
novack 

Tax Identifying No.: 36-3331397

February 01, 2009

Billed through 01/31/2009

Invoice No. 28544 MBRN 01001


Mayer Brown LLP
71 South Wacker Drive
Chicago, IL 60606

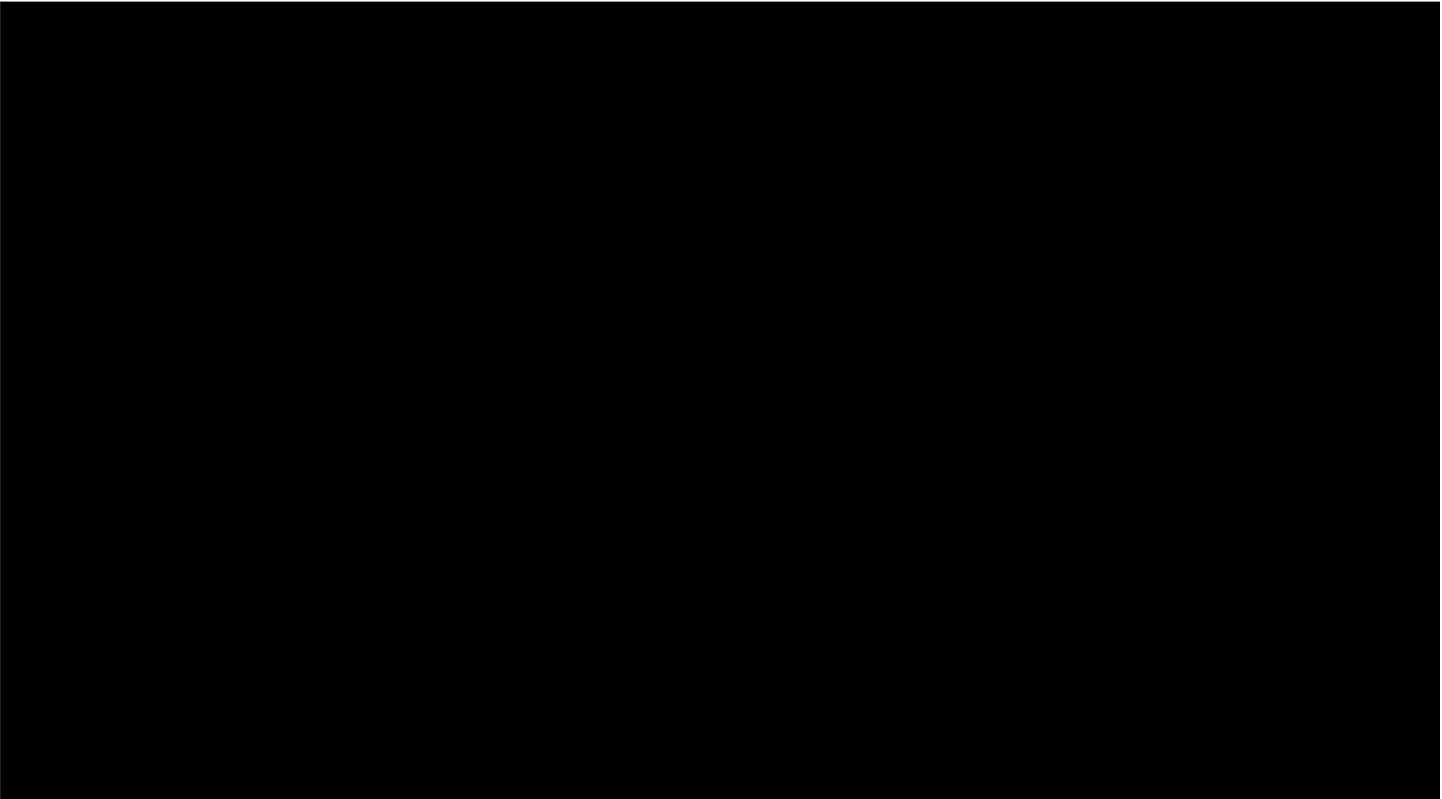
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Re: David Grochocinski v. Mayer Brown Rowe & Maw LLP, et al
Case No.: 06 L 008944

LEGAL SERVICES RENDERED

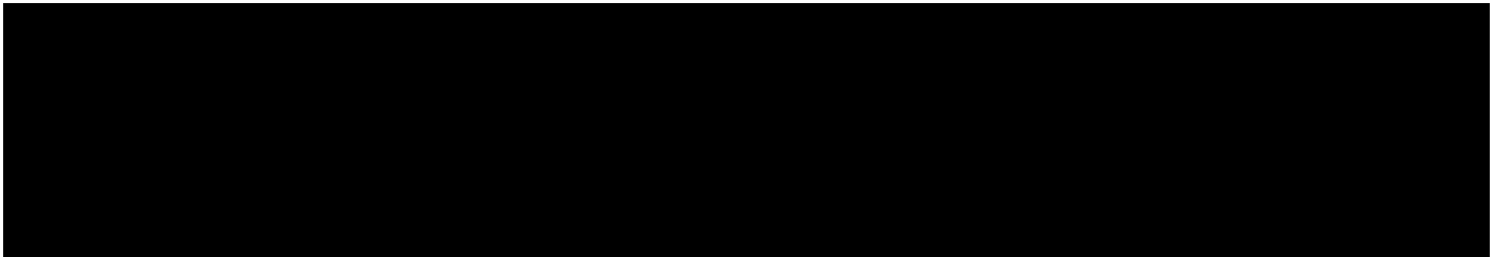
Novack and Macey LLP

100 North Riverside Plaza - Chicago, IL 60606-1501 - T: 312.419.6900 - F: 312.419.6928



01/13/09 MLM Assignments to RAS; conference with RAS regarding her assignments; read documents from file; legal research assignments to JBH; work on deposition. 9.00 hrs

01/13/09 RAS Legal research regarding [REDACTED] for MLM review in preparation of 1/19/09 Grochocinski deposition; prepare deposition exhibits for MLM review; review correspondence for discovery related documents; gather client's documents for SJC and MLM review. 5.60 hrs



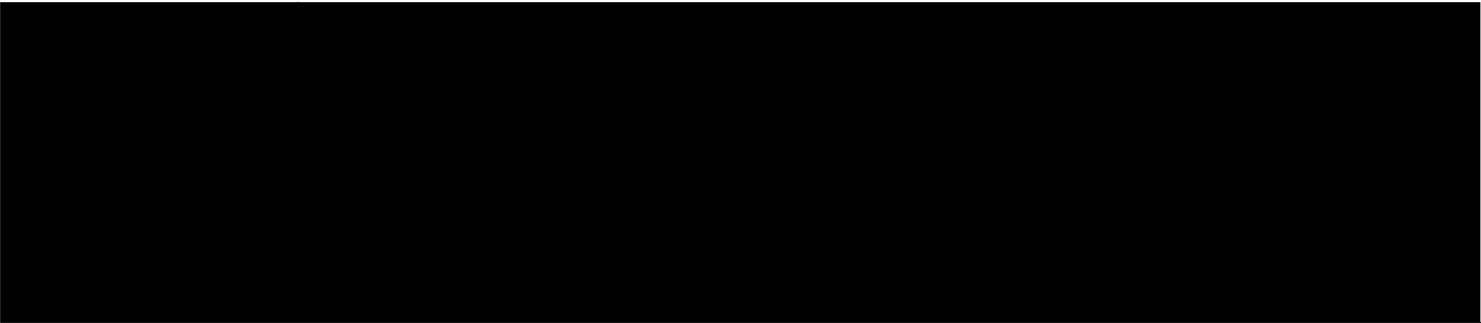
01/14/09 MLM Conference with SJC regarding Spehar deposition; conference with RAS regarding exhibits; work on deposition outline. 4.30 hrs

01/14/09	RAS	Gather documents for MLM review in preparation of 1/19/09 Grochocinski deposition; review files for key pleadings; prepare deposition exhibits; organize plaintiffs CMGT documents from subpoena request.	5.50 hrs
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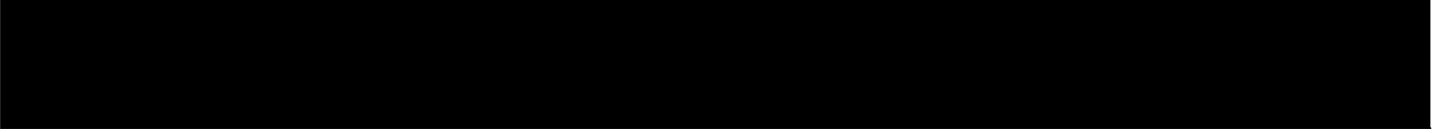
01/15/09	MLM	Work on deposition preparation; select exhibits; conference with SJC.	6.50 hrs
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01/15/09	RAS	Complete organization of plaintiffs CMGT documents from subpoena request; organize deposition exhibits for MLM review; gather documents for MLM preparation of 1/19/09 Grochocinski deposition.	7.10 hrs
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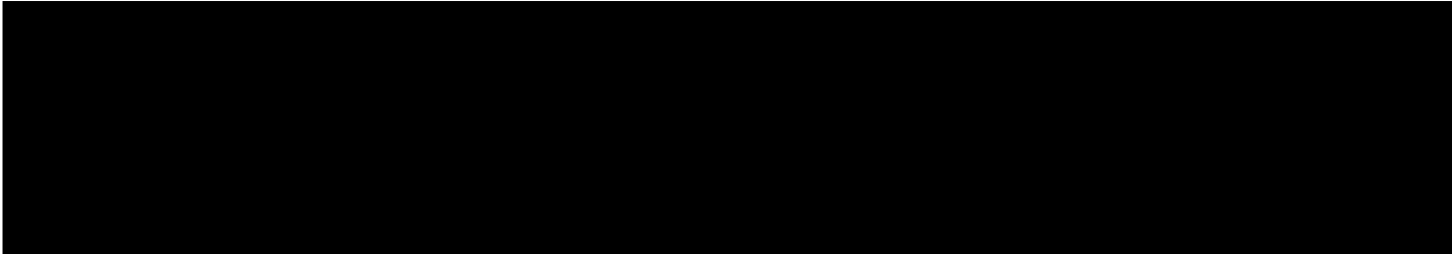
01/16/09	MLM	Review additional documents and highlight; prepare for deposition.	3.60 hrs
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01/16/09	RAS	Organize Grochocinski deposition exhibits; organize files.	1.50 hrs
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01/17/09	MLM	Prepare for deposition; revise outline.	6.10 hrs
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01/18/09	MLM	Deposition preparation; organize exhibits.	4.50 hrs
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novack

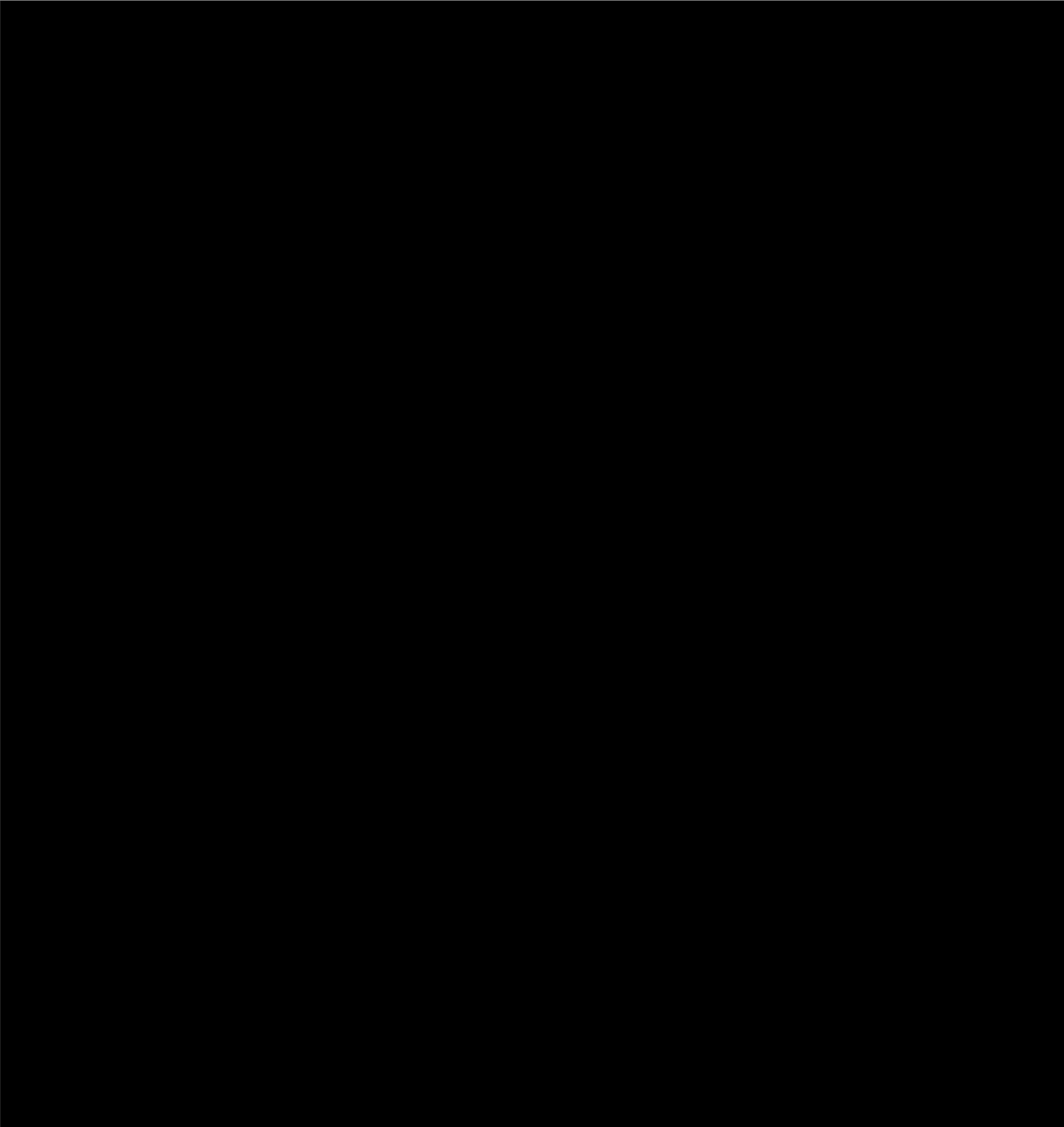
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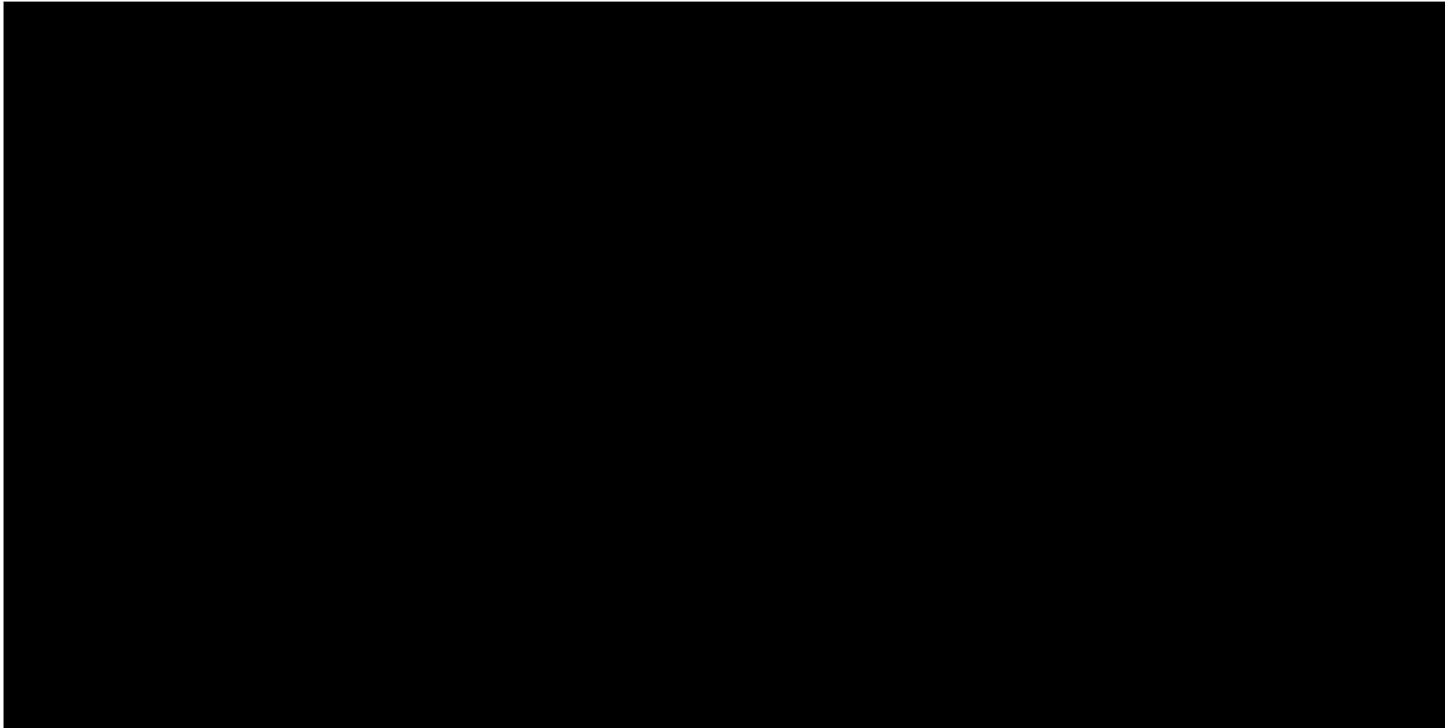
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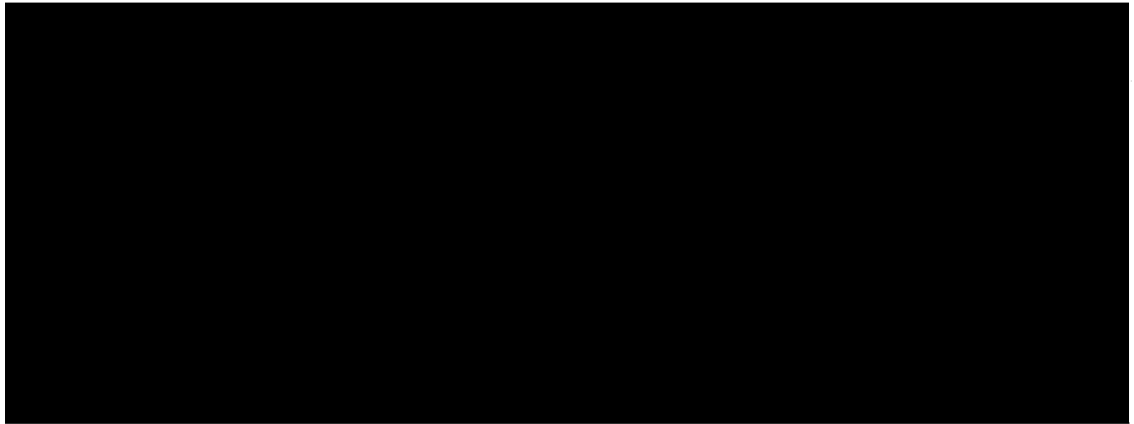
01/19/09 MLM Prepare for and take Trustee's deposition.

9.00 hrs


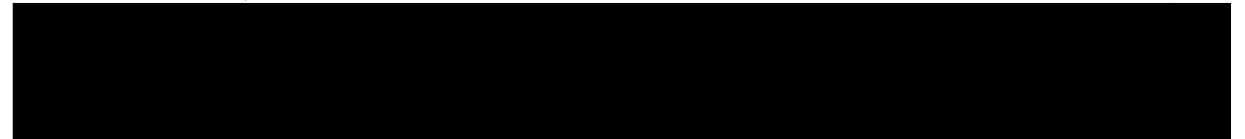
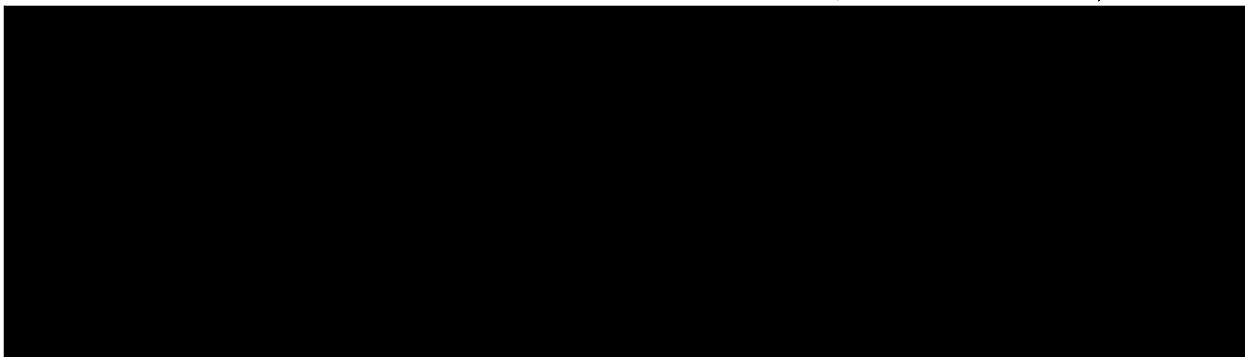




DISBURSEMENTS



BILLING SUMMARY

			
Mitchell L. Marinello	49.30 hrs	\$520.00	\$25,636.00
			
Ruth Ann Snook	56.20 hrs	\$165.00	\$9,273.00
			

novack macey

Tax Identifying No.: 36-3331397

May 17, 2010

Billed through 04/30/2010

Invoice No. 31755 MBRN 01001

[REDACTED]
Mayer Brown LLP
71 South Wacker Drive
Chicago, IL 60606

cc: [REDACTED]

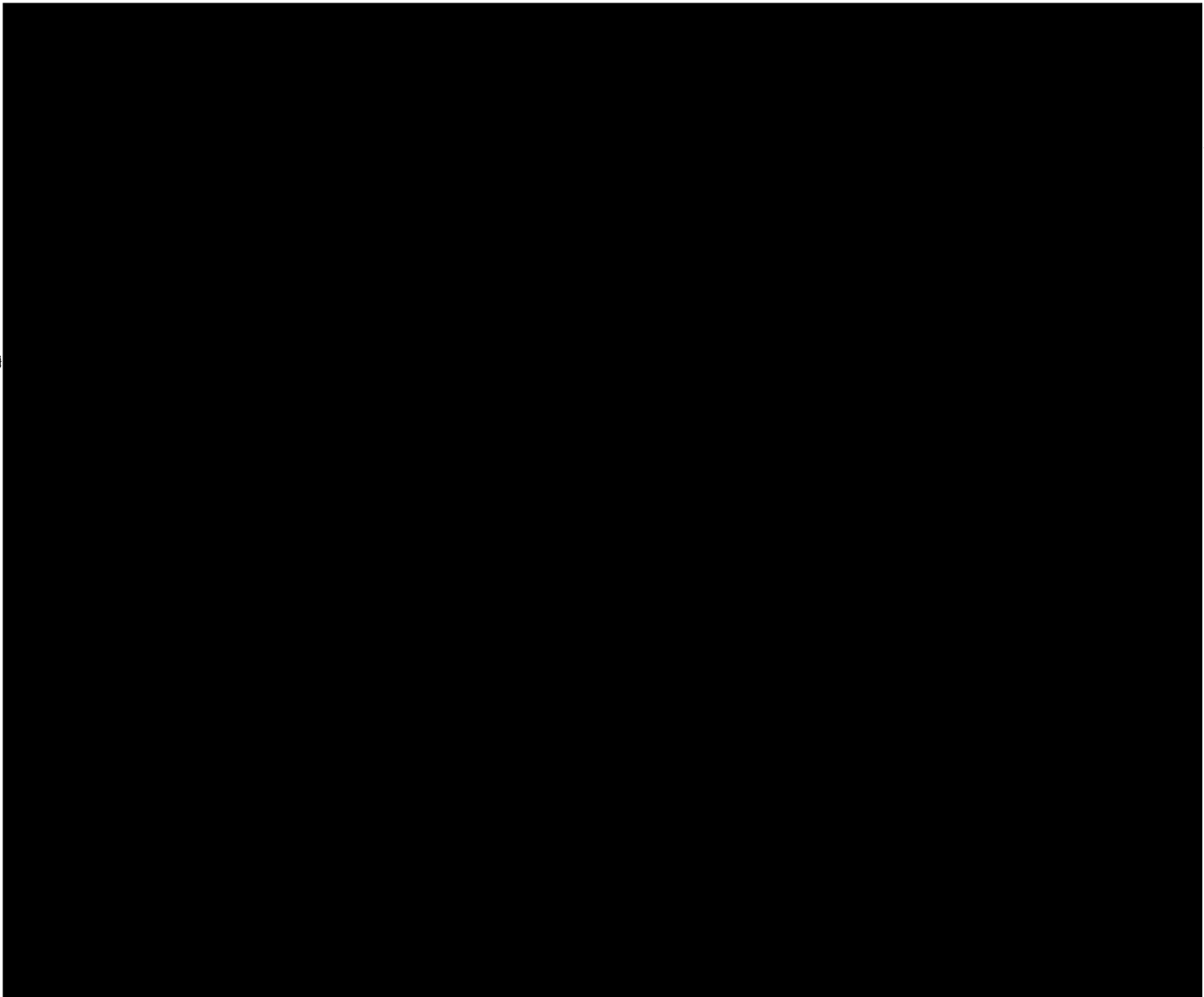
Re: David Grochocinski v. Mayer Brown Rowe & Maw LLP, et al
Case No.: 06 L 008944

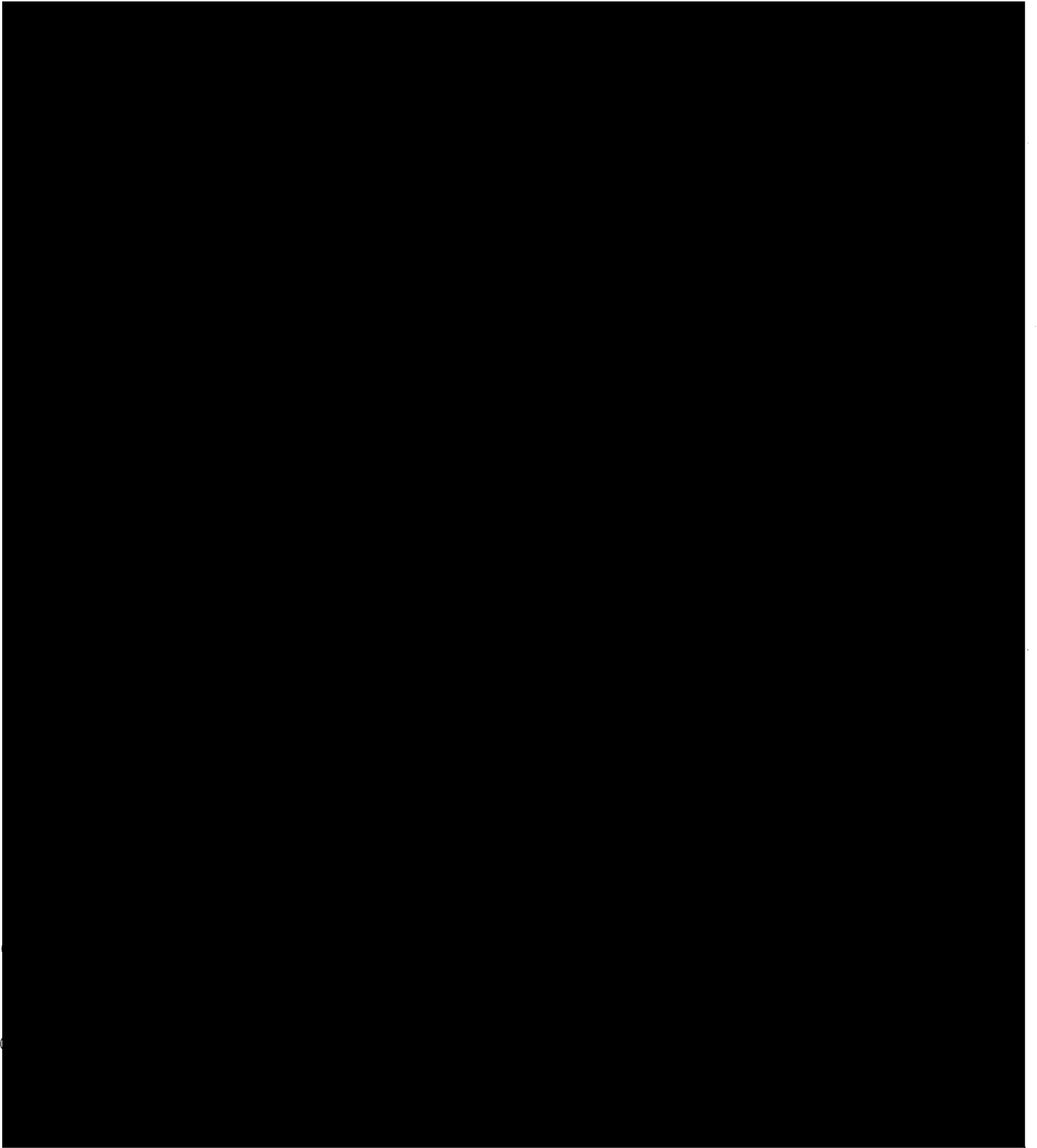
LEGAL SERVICES RENDERED

[REDACTED]

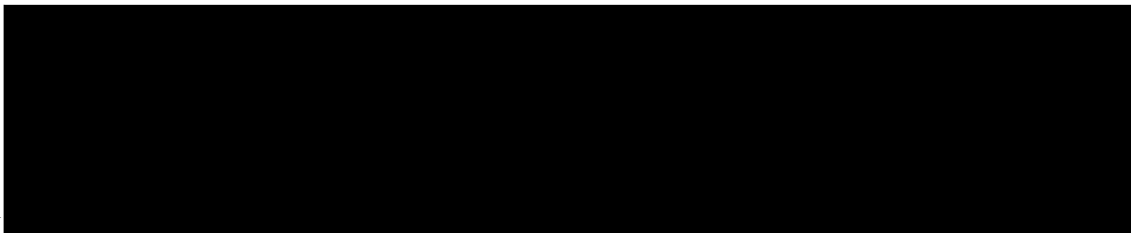
04/01/10	JBH	Review file for [REDACTED] research regarding [REDACTED]; meeting with MLM; e-mail with SN, MLM, SJC.	1.00 hrs
04/02/10	SN	Work on sanctions motion.	1.10 hrs
04/02/10	SJC	Research for sanctions motion; meet with team regarding sanctions motions strategy.	2.70 hrs
[REDACTED]			
04/05/10	SJC	Research regarding [REDACTED] our sanctions motion.	1.70 hrs
04/08/10	SJC	Work on draft sanctions motion.	3.90 hrs
04/12/10	SJC	Work on draft motion for sanctions.	5.20 hrs
04/13/10	SJC	Finish first draft of motion for sanctions.	3.10 hrs
04/14/10	SN	Work on sanctions motion.	0.50 hrs

04/16/10	SJC	Additional research regarding [REDACTED] for sanctions motion.	2.60 hrs
04/19/10	SN	Work on sanctions motion.	0.40 hrs
04/20/10	SN	Work on sanctions motion.	1.80 hrs
04/20/10	SJC	Work on motion for sanctions.	2.90 hrs
04/21/10	SN	Work on sanctions motion.	0.10 hrs



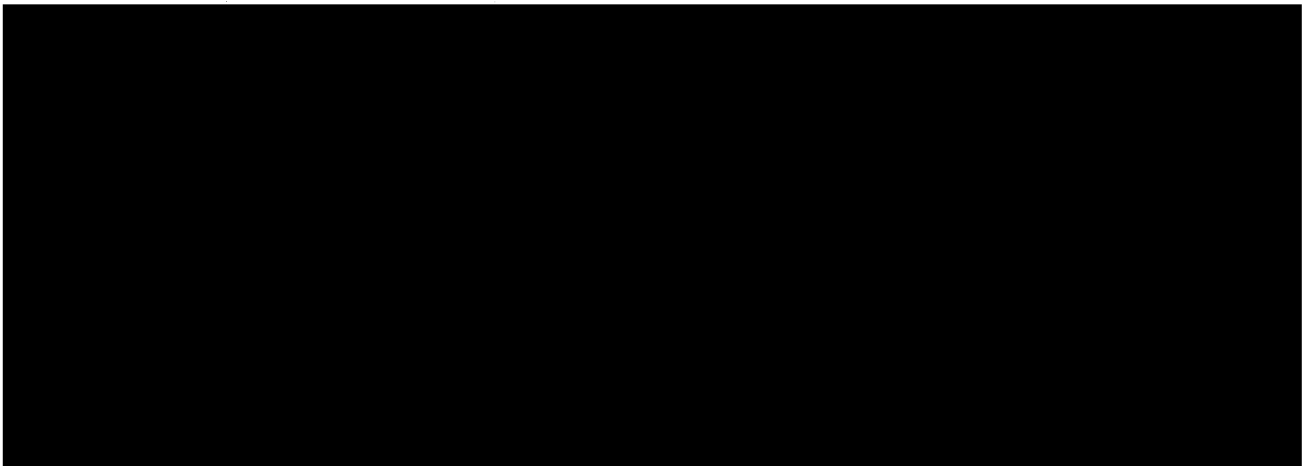


DISBURSEMENTS



BILLING SUMMARY

Stephen Novack	11.40 hrs	\$650.00	\$7,410.00
Steven J. Ciszewski	22.10 hrs	\$395.00	\$8,729.50
John B. Haarlow	29.40 hrs	\$275.00	\$8,085.00



novack ~~murphy~~

Tax Identifying No.: 36-3331397

April 22, 2011

Billed through 03/31/2011

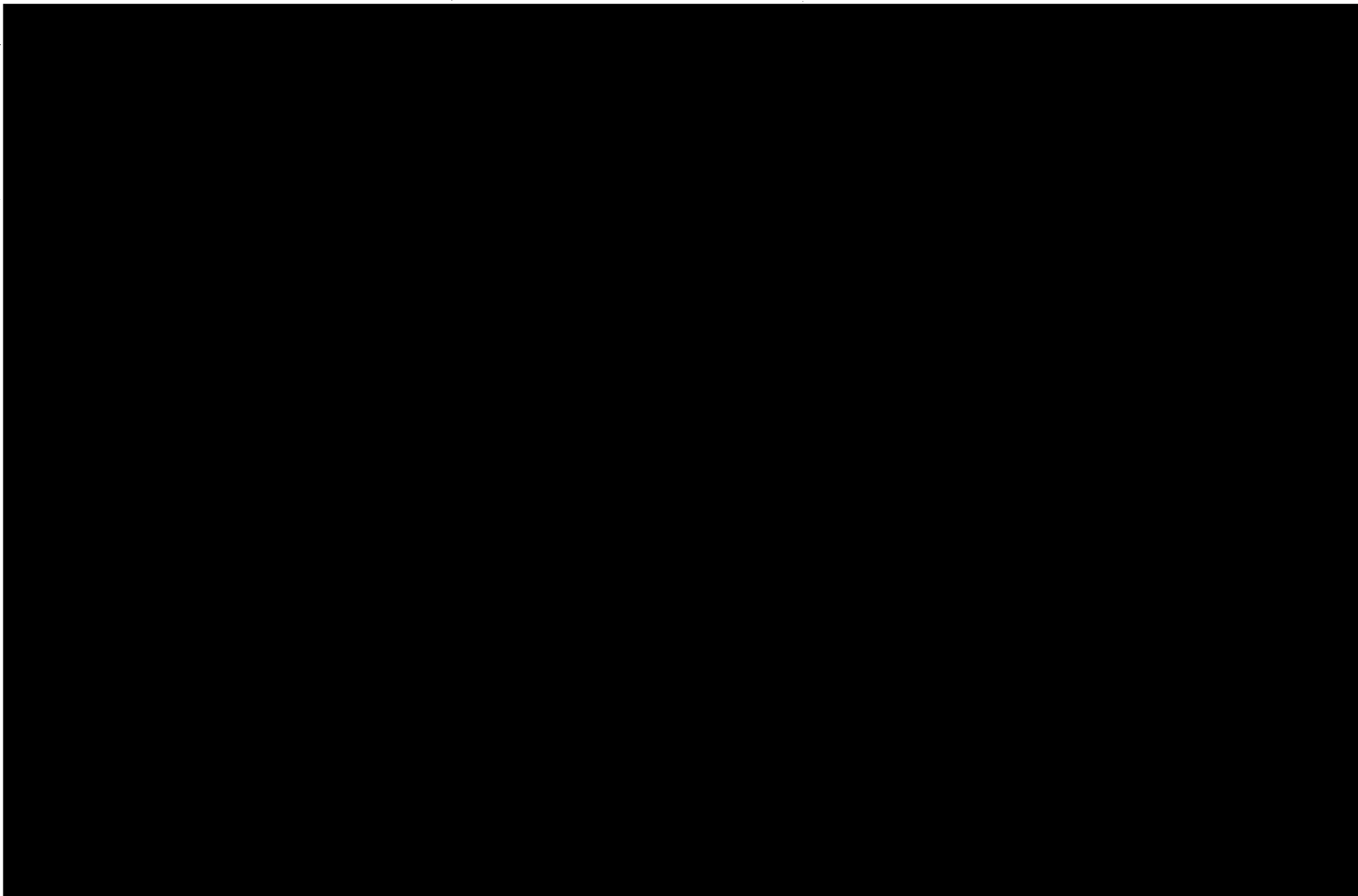
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[REDACTED]
Mayer Brown LLP
71 South Wacker Drive
Chicago, IL 60606

cc: [REDACTED]

Re: David Grochocinski v. Mayer Brown Rowe & Maw LLP, et al
Case No.: 06 L 008944

LEGAL SERVICES RENDERED

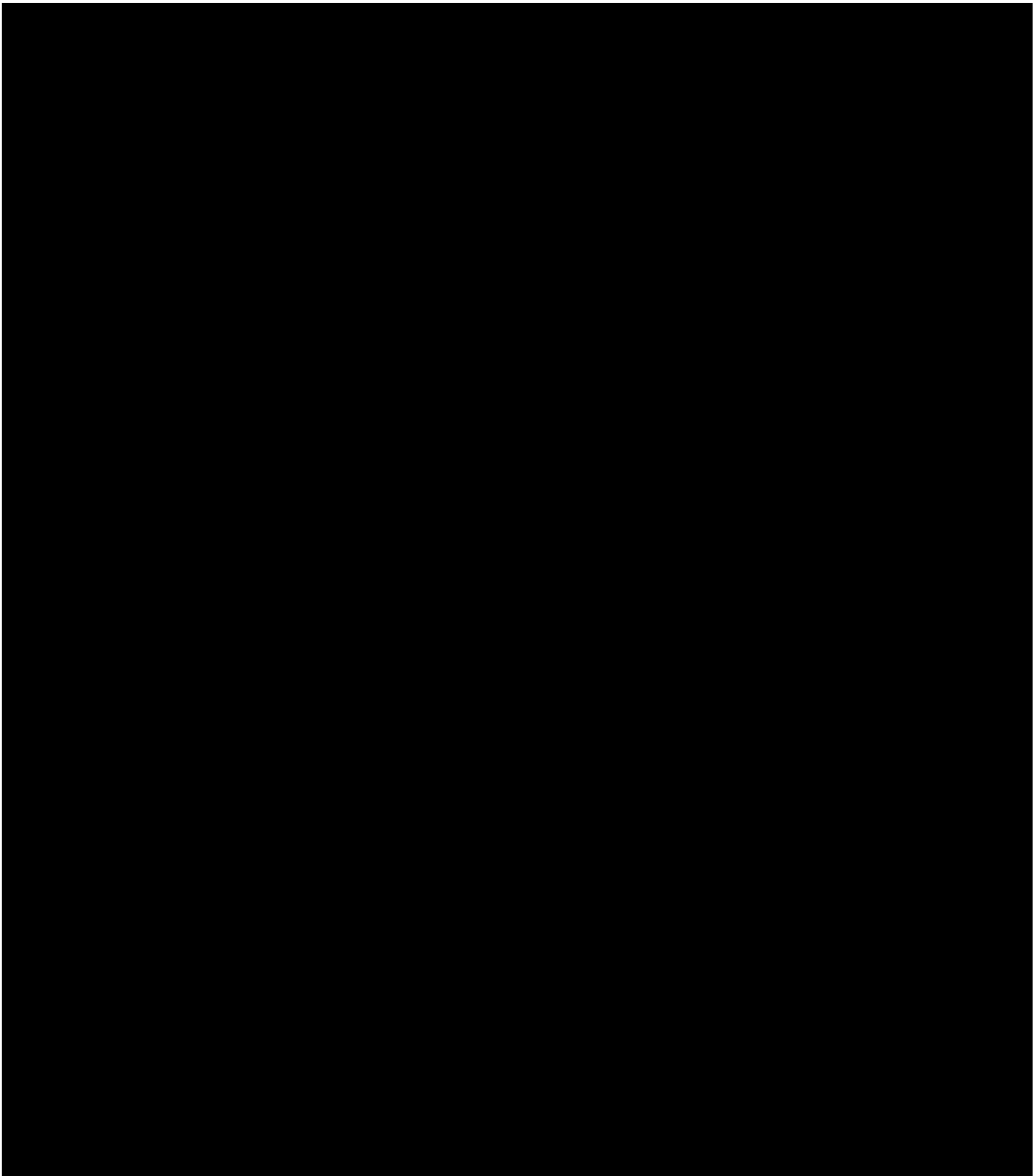


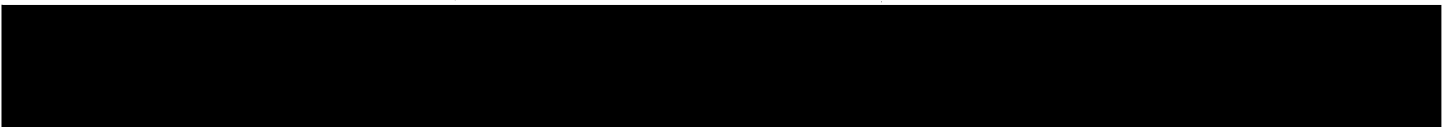
novack

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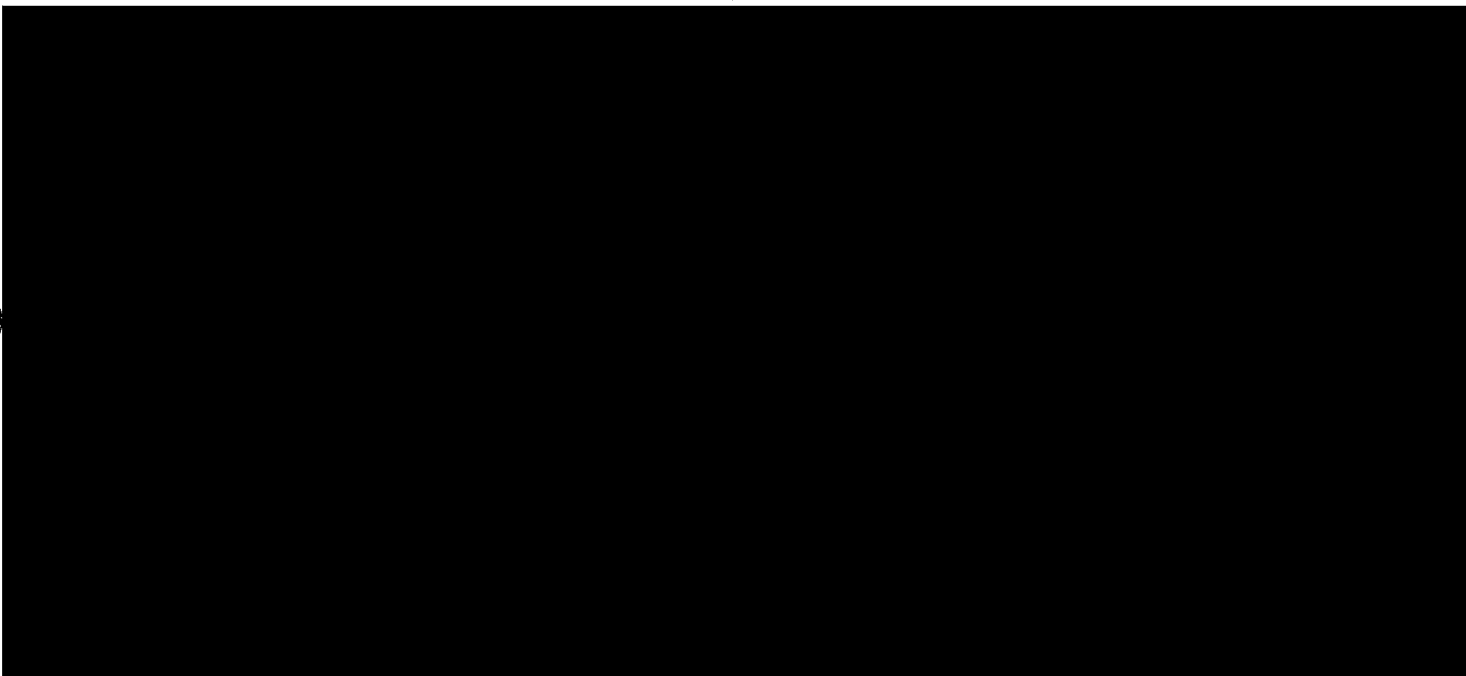
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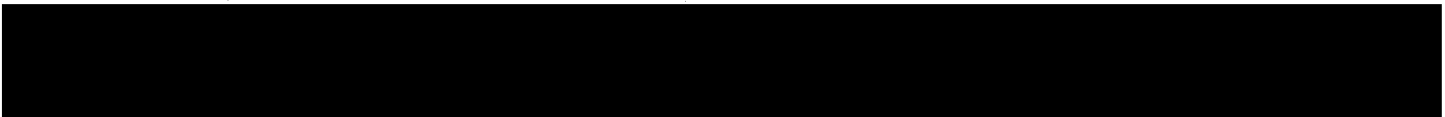




03/15/11	SN	Work on reply.	2.20 hrs
03/15/11	SJC	Analyze two responses in opposition to sanctions motion; team meeting regarding strategy for reply briefs; follow-up regarding same.	3.90 hrs
03/15/11	RGD	Office conference with SN, MLM and SJC regarding reply in support of sanctions; office conference with JBH regarding same; legal research; office conference with MLM regarding same;	5.30 hrs



03/17/11	MLM	Work on Grochocinski's reply brief.	3.30 hrs
03/17/11	RGD	Draft legal research insert for reply briefs; legal research regarding [REDACTED]; office conference with MLM regarding same.	5.40 hrs
03/18/11	MLM	Work on reply brief Re Trustee conference with RGD.	3.00 hrs



novack

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03/18/11	RGD	Legal research regarding [REDACTED] [REDACTED]; draft/revise same.	6.00 hrs
03/19/11	RGD	Draft/revise reply regarding motion for sanctions against trustee; e-mails with MLM regarding same.	7.20 hrs
03/20/11	MLM	Work on Grochocinski reply brief; conference with RGD.	7.50 hrs
03/20/11	RGD	Revise reply regarding motion for sanctions against trustee; e-mail with MLM regarding same; conference with MLM regarding same; legal research regarding same.	1.30 hrs

[REDACTED]

03/21/11	SJC	Work on reply to Trustee's brief in opposition to sanctions motion.	3.30 hrs
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03/21/11	RGD	Revise reply regarding motion for sanctions against trustee; office conference with MLM regarding reply to Joyce's response; legal research regarding same; draft same; conference with MLM regarding same.	4.10 hrs
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[REDACTED]

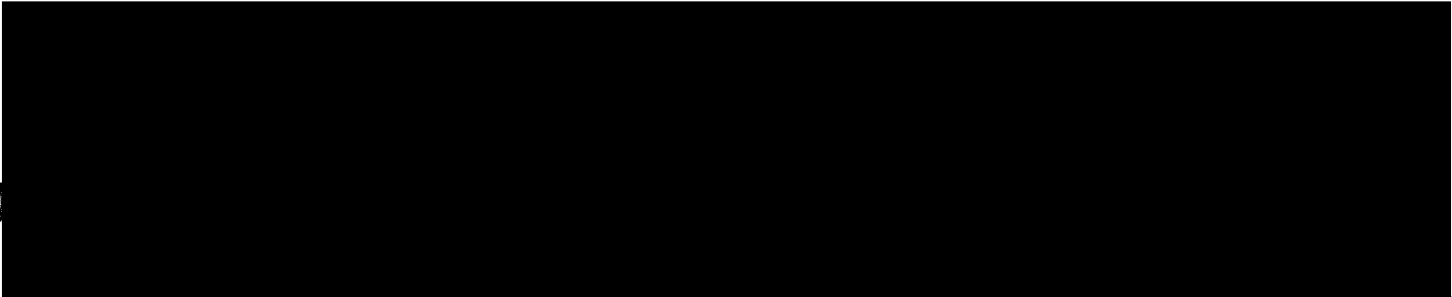
03/22/11	SJC	Work on reply to Trustee's brief in opposition to sanctions motion.	5.60 hrs
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03/22/11	RGD	Work on reply regarding sanctions against Joyce; office conference with MLM regarding same; legal research regarding same.	4.70 hrs
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03/23/11	MLM	Conference with SJC regarding his edits to Grochocinski brief; work on reply; meet with SN regarding same; work on reply regarding Joyce.	2.00 hrs
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03/23/11	SN	Work on reply to Grochocinski's response.	1.00 hrs
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03/23/11	SJC	Work on reply to Trustee's brief in opposition to sanctions motion.	1.40 hrs
03/23/11	RGD	Revise Joyce reply; office conference with MLM regarding legal research; legal research regarding trustee reply; revise same.	7.50 hrs
03/24/11	MLM	Work on Joyce reply; meet with SN regarding Grochocinski reply; conference with RGD and SJC.	5.00 hrs
03/24/11	SN	Work on reply to Trustee.	0.70 hrs
03/24/11	SJC	Meeting regarding reply to D. Grochocinski opposition to sanctions motion; follow-up work regarding same.	1.60 hrs
03/24/11	RGD	Office conference regarding sanctions reply brief; revise same.	1.90 hrs



03/25/11	RGD	Revise reply regarding trustee sanctions; legal research regarding same; revise reply regarding Joyce sanctions.	2.30 hrs
03/26/11	SN	Work on reply to Joyce's response.	0.70 hrs



03/28/11	SN	Work on reply to Trustee.	0.90 hrs
03/28/11	SJC	Work on reply regarding Joyce firm's response to motion for sanctions; meet with team regarding same.	2.30 hrs
03/28/11	RGD	Review SN's comments to Joyce reply; office conference with MLM regarding same; office conference with SN, MLM and SJC regarding same.	1.30 hrs
03/30/11	RGD	Work on reply briefs.	1.40 hrs

03/31/11 RGD Revise reply regarding Joyce sanctions. 1.00 hrs

DISBURSEMENTS

BILLING SUMMARY

Stephen Novack	14.90 hrs	\$670.00	\$9,983.00
Mitchell L. Marinello	46.80 hrs	\$540.00	\$25,272.00
Steven J. Ciszewski	20.70 hrs	\$415.00	\$8,590.50
Richard G. Douglass	52.90 hrs	\$350.00	\$18,515.00

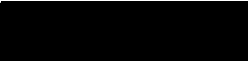
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May 23, 2011

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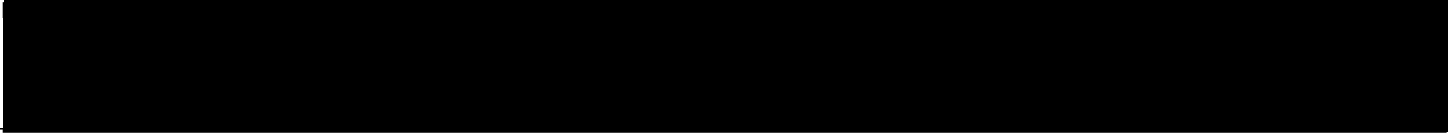

Mayer Brown LLP
71 South Wacker Drive
Chicago, IL 60606

cc: 

Re: David Grochocinski v. Mayer Brown Rowe & Maw LLP, et al
Case No.: 06 L 008944


LEGAL SERVICES RENDERED


04/07/11 MLM Work on Grochocinski brief; work on Joyce reply 4.70 hrs
brief.


04/07/11 SJC Work on reply regarding Trustee's response to 3.90 hrs
sanctions motion.

04/07/11 RGD Legal research for reply briefs; e-mail with MLM 2.30 hrs
regarding same; review/revise reply briefs.

04/08/11 MLM Work on reply brief regarding Joyce. 2.30 hrs

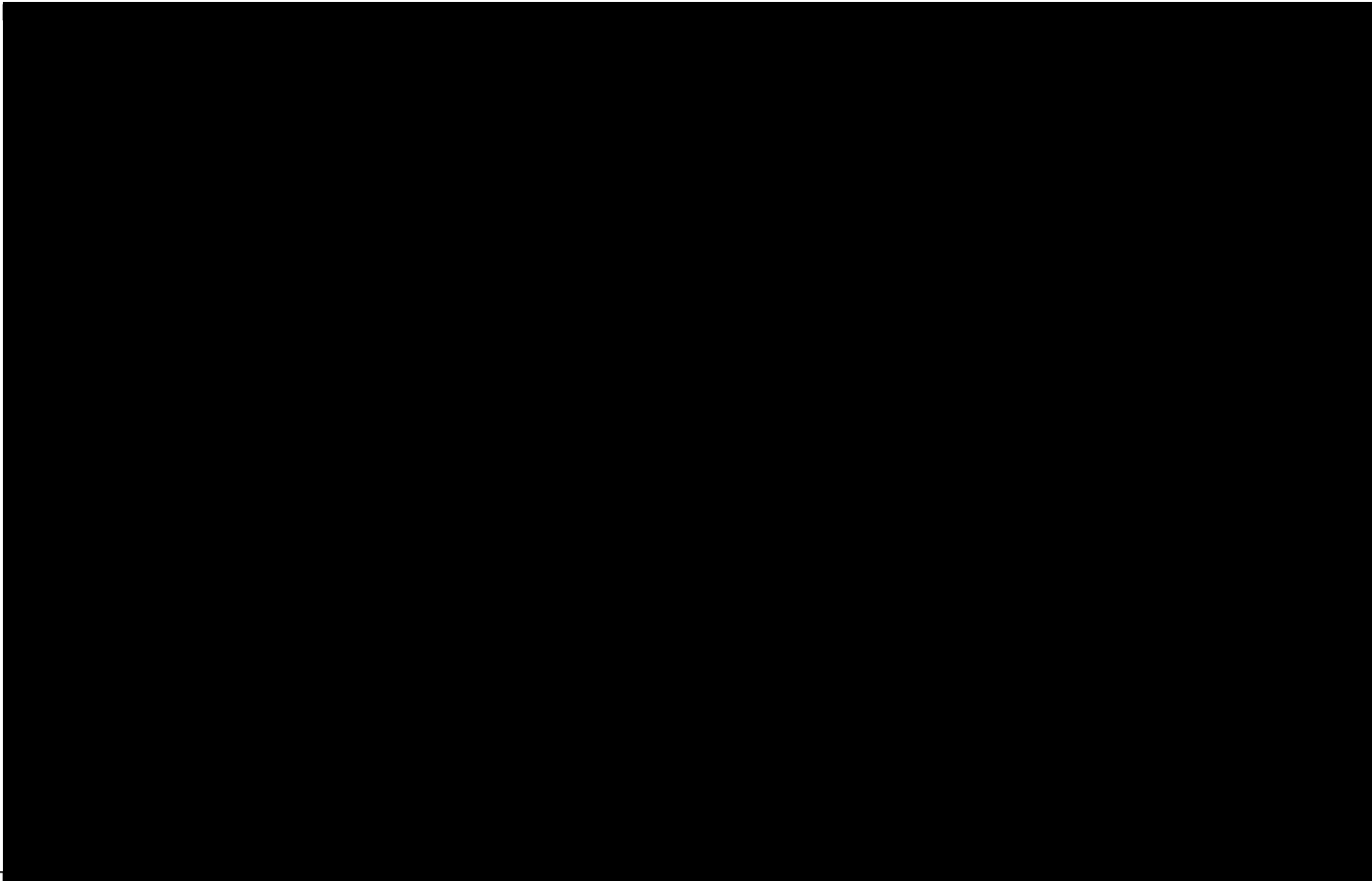

04/09/11 SN Work on reply to Trustee's response; work on reply to 4.40 hrs
Joyce.

04/09/11 RGD Legal research regarding reply briefs. 0.30 hrs

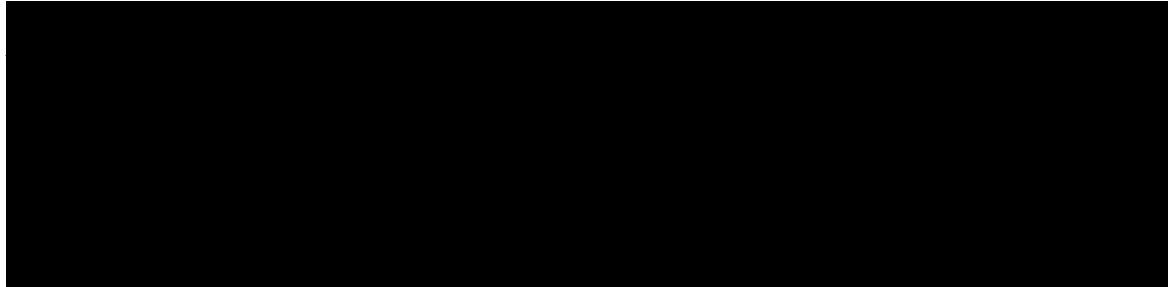
04/10/11	SN	Work on reply to Joyce's response.	0.40 hrs
04/11/11	MLM	Work on Joyce reply brief; conference with RGD.	1.20 hrs
04/11/11	SN	Work on reply to Joyce response.	0.60 hrs
04/11/11	RGD	Revise reply briefs.	1.20 hrs
04/12/11	MLM	Revise Grochocinski reply brief; revise Joyce reply brief; conference with SN.	3.70 hrs
04/12/11	SN	Continued work on reply to Joyce; continued work on two replies.	1.20 hrs
04/12/11	RGD	Revise reply briefs.	0.80 hrs
04/13/11	SN	Continued work on replies.	0.30 hrs
04/14/11	JBH	Cite check record and pleading cites in reply briefs in support of motion for sanctions; meeting with JS regarding legal cite check.	4.80 hrs
04/14/11	JS	Cite-check reply briefs in support of sanctions against Joyce, Grochocinski.	2.90 hrs

04/15/11	JBH	Review legal cite check of reply briefs in support of sanctions motion; follow up certain cites of same; meeting with RGD regarding same.	2.10 hrs
04/16/11	SN	Continued work on replies.	1.30 hrs

04/18/11	SN	Continued work on replies.	2.10 hrs
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DISBURSEMENTS



BILLING SUMMARY

Stephen Novack	15.60 hrs	\$670.00	\$10,452.00
Mitchell L. Marinello	13.60 hrs	\$540.00	\$7,344.00
Steven J. Ciszewski	3.90 hrs	\$415.00	\$1,618.50
Richard G. Douglass	4.60 hrs	\$350.00	\$1,610.00
John B. Haarlow	11.90 hrs	\$295.00	\$3,510.50
Josh Seib	2.90 hrs	\$165.00	\$478.50

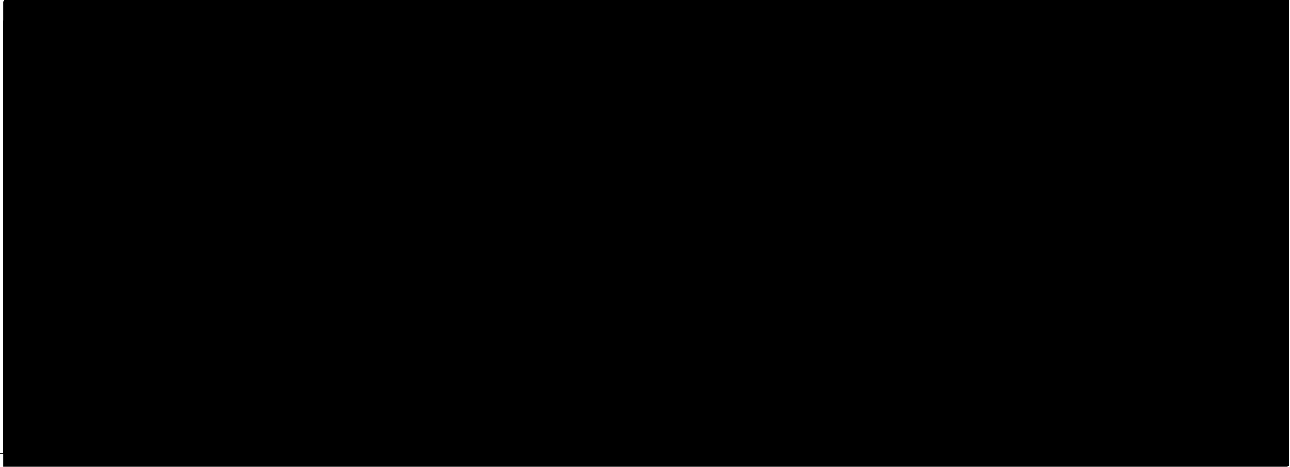



EXHIBIT 3


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STEVEN CISZEWSKI ,ESQ.
 NOVACK & MACEY, LLP - CHICAGO
 SUITE 1500
 100 NORTH RIVERSIDE PLAZA
 CHICAGO, IL 60606

Invoice Date	02/12/2009
Terms	NET 45
Payment Due	03/14/2009
Date of Loss	
Name of Insured	
Adjustor	
Claim Number	

Assignment	Case	Assignment #	Shipped	Shipped Via
01/19/2009	GROCHOCINSKI vs. MAYER BROWN ROWE	16290	02/03/2009	UPS

Description	Amount
Services Provided on 01/19/2009, DAVID GROCHOCINSKI (CHICAGO, IL)	
ORIGINAL TRANSCRIPT - VIDEO/WORD INDEX	\$ 1,728.50
VIDEO	\$ 1,215.00
APPEARANCE FEE	\$ 383.00
ETV DISK	\$ 49.00
	\$ 3,375.50
DELIVERY - OTHER	\$ 8.00
15% DISCOUNT	\$ -506.33
	\$ -498.33
Tax:	\$ 0.00
Paid:	\$ 2,877.17
Amount Due On/Before 03/29/2009	\$ 0.00
Amount Due After 03/29/2009	\$ 0.00

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Terms and Conditions

GENERAL

1. Parties. "Seller" means Alexander Gallo Holdings, ("AGH") and "Buyer" means AGH's client, attorney and law firm as well as the client that the attorney or law firm is representing, jointly and severally.
2. These terms and conditions (the "Terms and Conditions") supersede all prior representations or arrangements and contain the entire agreement between the parties in connection with Alexander Gallo Holdings products and services. Seller's acceptance of Buyer's order and sale of the products and services to Buyer are expressly conditioned upon Buyer's assent to these Terms and Conditions of Sale and any and all other terms and conditions, claimed to be expressed or implied, are excluded. Alexander Gallo Holdings hereby expressly objects to and rejects any and all additional or different terms contained in any other documents submitted by Buyer in connection with the sale of the products. Any conduct by Buyer which recognizes the existence of a contract between Seller and Buyer, including, without limitation, acceptance of delivery of or payment for the Products and Services shall be conclusive evidence of Buyer's assent to these Terms and Conditions.
3. No subsequent document, purchase order, or conduct, including acts or verbal statements of any buyer shall purport to modify these Terms and Conditions.
4. For further information regarding our pricing policy go to: www.esquiresolutions.com/services

CREDIT AND PAYMENT TERMS

1. Credit terms, if any, both as to time and amount, may be limited or revoked by Seller at any time without prior notice and thereafter the price of all or any part of Products delivered or to be delivered shall be payable in accordance with such limited credit terms, or, at Seller's option, in cash before shipment or on or after acceptance of delivery ("COD"). In circumstances described in Section 6(a), all unpaid balances owing to Seller from Buyer shall become immediately due and payable.
2. The Buyer agrees to pay for all services and products according to the terms established by the creditor in response to his order. No terms and conditions of any invoice or purchase order which differ from the terms so established by the creditor will govern the relationship between the parties.
3. The client agrees that all amounts payable on or before the due date as shown on each invoice will be paid, and if not paid on or before said date, are then delinquent. Client further agrees that any amount which is not paid when due shall be subject to an interest charge of 1.5% per month or the highest rate allowed by applicable law, until paid in full.
4. The customer agrees to be responsible for all collections costs and attorney's fees in the event AGH is forced to place the account for collection with an outside agency. If the collection is handled in-house by AGH, customer agrees to be responsible for the in-house time and costs incurred which will be billed at the rate of \$50.00 per hour.
5. A \$35 handling fee will be assessed to checks returned for insufficient funds.

SOLVENCY

1. The client represents that, as of the date of its order or scheduled deposition, it is solvent, able to pay its debt as they come due and has not filed, nor is it subject of any petition of bankruptcy or for reorganization under any federal or state bankruptcy law. Should the foregoing representation become false at any time during the course of a business relationship between the client and the creditor or while the client owes any amount to the creditor, client agrees to immediately notify AGH of all facts surrounding such occurrences.
2. The client authorizes AGH to obtain a written or oral credit report from any credit reporting agency. In addition, the client further authorizes any bank or commercial business with whom the client is doing or has done any type business to give any and all necessary information to AGH which will assist the creditor in the investigation. The client further authorizes the creditor to reinvestigate the client's credit status from time to time as the creditor deems necessary.

GOVERNING LAW

1. The Contract, including, without limitation, these Terms and Conditions, shall be governed by and construed in accordance with law of the State of New Jersey.
2. The Buyer agrees that the jurisdiction and venue for all disputes under this invoice will be New Jersey.

MISCELLANEOUS

1. Buyer may not assign its rights under the contract without Seller's prior written consent.
2. Failure by seller at any time or times to require strict performance of any provision hereof shall not be considered to be a waiver of Seller's rights with respect to such breach or any succeeding breach of such provision or any other provision of these Terms and Conditions.
3. If any provision of these Terms and Conditions or the application thereof to any person or circumstance shall to any extent be held invalid or unenforceable, the remainder of such Terms and Conditions or the application of such provision to person or circumstances other than those to which it was held to be invalid or unenforceable shall not be affected thereby and shall be valid and be enforceable to the fullest extent permitted by law.
4. Except where it is specified that a price stated is "firm", all prices are subject to change and orders will be invoiced at Seller's prices prevailing at the time the deposition is taken. All accounts are payable in U.S. funds, free of exchange, collection or other charges, in cases where price for Products include shipping costs, any increase in such shipping costs shall be for Buyer's account and Buyer agrees to pay Seller such increases.
5. All applicable sales and use taxes, or any other taxes or charges imposed now or in the future by any federal, state, foreign or local authority upon the production, sale, or transportation of the Products shall be for the account Buyer.

Disclaimer

Attorney is responsible for payment of all charges incurred. Payment due by "Payment Due" date shown on invoice. Transcript package typically includes transcript/word index, exhibits, appearance fee, condensed transcript, litigation support disk, deposition summary, shipping, video charges and may include other service charges based on job or region. Some services and rates may vary by job or region. Please contact your local office for specific detail and questions.

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