

**BEFORE THE HEARING BOARD OF THE ILLINOIS ATTORNEY REGISTRATION  
AND DISCIPLINARY COMMISSION**

In the Matter of:	)	
	)	
EDDY COPOT	)	
	)	CASE NO: 2022PR00036
Attorney-Respondent	)	
	)	

**RESPONDENT’S ANSWER AND AFFIRMATIVE DEFENSES TO THE COMPLAINT**

Eddy Copot, Attorney-Respondent, *pro se*, pursuant to the Rules of the Attorney Registration and Disciplinary Commission Rules 231 and 233, hereby responds to the Commission’s Complaint as follows:

**COUNT I**

1. Beginning on April 3, 2017, and until October 30, 2018, Respondent worked for Stewart Title Guaranty Company (“Stewart”) as claims counsel.

**ANSWER:** ADMITTED except DENIED Respondent’s employment ended October 30, 2018 because Stewart paid Respondent wages until October 31, 2018.

2. Stewart is a national real estate services company offering loan origination and servicing support, title insurance, and underwriting services for its customers.

**ANSWER:** Respondent is without information and knowledge sufficient to respond to this allegation, and therefore, deny the same.

3. In his role as claims counsel at Stewart, Respondent was responsible for processing claims for coverage submitted pursuant to title insurance policies issued or underwritten by Stewart.

**ANSWER:** Admit.

4. Stewart had a policy that claims counsel could not deny a claim submitted by an

insured unless his or her supervisor approved the denial of the claim in writing.

**ANSWER:** Respondent denies this allegation and demands strict proof thereof. To the extent the averments contained therein purport to characterize the terms of any document(s), Respondent denies such characterization and affirmatively states that those document(s) speak for themselves.

5. When a supervisor approved the denial of a claim by email, the claims counsel saved the email in the electronic claims file, which was referred to as the Legal Files System (“LFS”).

**ANSWER:** Respondent denies this allegation and demands strict proof thereof.

6. The policy regarding written approvals was set forth in Stewart’s Claims Manual, and Stewart provided Respondent with a copy of that manual, which was also available electronically to employees during their tenure with Stewart.

**ANSWER:** Respondent denies this allegation and demands strict proof thereof. To the extent the averments contained therein purport to characterize the terms of any document(s), Respondent denies such characterization and affirmatively states that those document(s) speak for themselves.

#### *The Wolffe Claim*

7. In 2018, Respondent processed a claim brought against Stewart by Connie and Michael Wolffe (the “Wolffe Claim”).

**ANSWER:** Respondent is without information and knowledge sufficient to respond to this allegation, and therefore, deny the same.

8. Stewart assigned the Wolffe Claim file number S023-0304448-18.

**ANSWER:** Respondent is without information and knowledge sufficient to respond to this allegation, and therefore, deny the same.

9. Rather than requesting that his supervisor, Kelly Rickenbach, approve the denial of the Wolffe Claim, Respondent falsified an email that purported to be her approval.

**ANSWER:** Respondent denies this allegation and demands strict proof thereof.

10. Specifically, on October 15, 2018, Respondent forwarded an email from Ms. Rickenbach in which she had approved his request for time off, and he altered the contents of the email.

**ANSWER:** Respondent denies this allegation and demands strict proof thereof.

11. Respondent altered the text and subject line of the forwarded email so that it falsely read as Ms. Rickenbach's authorization to deny the Wolffe Claim.

**ANSWER:** Respondent denies this allegation and demands strict proof thereof.

12. Respondent's email purporting to be Ms. Rickenbach's approval was false because Ms. Rickenbach had not sent Respondent an email regarding the Wolffe Claim, nor had she approved the denial of the Wolffe Claim.

**ANSWER:** Respondent denies this allegation and demands strict proof thereof.

13. When Respondent sent the email, he knew that it was false because he had altered the email to make it appear as though Ms. Rickenbach had sent it to him, and he altered the subject line and content of the email to make it appear as though she had approved denial of the Wolffe Claim.

**ANSWER:** Respondent denies this allegation and demands strict proof thereof.

14. On October 16, 2018, Respondent sent a signed letter to the insureds denying the Wolffe Claim.

**ANSWER:** Respondent denies this allegation and demands strict proof thereof.

*The Beck-Quale Claim*

15. In 2018, Respondent processed a claim brought against Stewart by Byron Beck, Janice Beck, and Mark Quale (the “Beck-Quale Claim”).

**ANSWER:** Respondent is without information and knowledge sufficient to respond to this allegation, and therefore, denies the same.

16. Stewart assigned the Beck-Quale Claim file number S023-0303925-18.

**ANSWER:** Respondent is without information and knowledge sufficient to respond to this allegation, and therefore, denies the same.

17. On September 28, 2018, Respondent sent an email to himself with the title “Denial 0303925.exception (6).”

**ANSWER:** Respondent denies this allegation and demands strict proof thereof.

18. The email purported to be an email sent on September 27, 2018 at 1:31 p.m. from Kelly Rickenbach to Respondent.

**ANSWER:** Respondent denies this allegation and demands strict proof thereof.

19. That email purported to be Ms. Rickenbach’s approval for the denial of the Beck-Quale Claim.

**ANSWER:** Respondent denies this allegation and demands strict proof thereof.

20. The September 28, 2018 email was false because Ms. Rickenbach had not sent Respondent the email on September 27, 2018, nor had she approved denial of the Beck-Quale Claim.

**ANSWER:** Respondent denies this allegation and demands strict proof thereof.

21. Rather, Respondent drafted or altered the email to make it appear as though Ms. Rickenbach had sent him approval to deny the claim.

**ANSWER:** Respondent denies this allegation and demands strict proof thereof.

22. When Respondent sent himself the September 28, 2018 email, he knew that it was false because Ms. Rickenbach had not approved denial of the Beck-Quale Claim and had not sent the September 27, 2018 email to Respondent.

**ANSWER:** Respondent denies this allegation and demands strict proof thereof.

23. Rather, Respondent had altered the email to make it appear as though Ms. Rickenbach had approved denial of the Beck-Quale Claim.

**ANSWER:** Respondent denies this allegation and demands strict proof thereof.

24. On September 28, 2018, Respondent sent a signed letter to the insureds denying the Beck-Quale Claim.

**ANSWER:** Respondent denies this allegation and demands strict proof thereof.

*The Summit at Lake Union Apartments Claim*

25. In 2018, Respondent processed a claim brought against Stewart by The Summit at Lake Union Apartments, LLC (the “Summit Claim”).

**ANSWER:** Respondent is without information and knowledge sufficient to respond to this allegation, and therefore, denies the same.

26. Stewart assigned the Summit Claim file number S023-0304420-18.

**ANSWER:** Respondent is without information and knowledge sufficient to respond to this allegation, and therefore, denies the same.

27. On October 24, 2018, Respondent sent an email to himself with the title “Denial S023-0304420-18.”

**ANSWER:** Respondent denies this allegation and demands strict proof thereof.

28. The email purported to be an email sent on October 18, 2018 at 1:17 p.m. from Kelly Rickenbach to Respondent.

**ANSWER:** Respondent denies this allegation and demands strict proof thereof.

29. That email purported to be Ms. Rickenbach's approval for the denial of the Summit Claim.

**ANSWER:** Respondent denies this allegation and demands strict proof thereof.

30. The October 24, 2018 email was false because Ms. Rickenbach had not sent Respondent the email on October 18, 2018, nor had she approved denial of the Summit Claim.

**ANSWER:** Respondent denies this allegation and demands strict proof thereof.

31. Rather, Respondent drafted or altered the email to make it appear as though Ms. Rickenbach had sent him approval to deny the claim.

**ANSWER:** Respondent denies this allegation and demands strict proof thereof.

32. When Respondent sent himself the October 24, 2018 email, he knew that it was false because Ms. Rickenbach had not approved denial of the Summit Claim, nor had she sent the October 18, 2018 email to Respondent.

**ANSWER:** Respondent denies this allegation and demands strict proof thereof.

33. Rather, Respondent altered the email to make it appear as though Ms. Rickenbach had approved denial of the Summit Claim.

**ANSWER:** Respondent denies this allegation and demands strict proof thereof.

34. On October 24, 2018, Respondent sent a signed letter to the insured denying the Summit Claim.

**ANSWER:** Respondent denies this allegation and demands strict proof thereof.

35. On October 30, 2018, after discovering the false email relating to the Wolffe Claim described above, Stewart terminated Respondent's employment.

**ANSWER:** Respondent denies this allegation and demands strict proof thereof.

36. Stewart then reviewed other claims files handled by Respondent and found that he had falsified the supervisor authorization emails relating to the Beck-Quale Claim and the Summit Claim.

**ANSWER:** Respondent denies this allegation and demands strict proof thereof.

37. By reason of the conduct described above, Respondent has engaged in the following misconduct:

- a. engaging in conduct involving dishonesty, fraud, deceit, or misrepresentation by knowingly falsifying the September 28, 2018, October 15, 2018, and October 24, 2018 emails to make them appear to be approvals from Kelly Rickenbach for Respondent to deny the insureds' claims, in violation of Rule 8.4(c) of the Illinois Rules of Professional Conduct (2010).

**ANSWER:** Respondent denies this allegation and demands strict proof thereof.

Respondent reserves the right to amend its Answer to raise any additional defenses that may become available during the discovery process, as well as the right to assert additional affirmative defenses as established by the facts of the case.

### **DEFENSES**

Without assuming any burden not imposed on him by law, Attorney-Respondent asserts the following Affirmative Defenses to the Complaint:

#### **ALLEGATIONS COMMON TO ALL DEFENSES**

1. Respondent was previously a Law Enforcement Officer for the Village of Brookfield and graduated from The John Marshall Law School in 2013.
2. As an Illinois licensed attorney, Respondent had previously been employed by Stewart Title Guaranty Company ("Stewart").
3. Respondent began his employment with Stewart after interviewing with Charity Makela who was their Associate Chief Claims Counsel of the West Hub division in the claims department.

4. After the interview, Ms. Makela gave Respondent a copy of her business card with an Illinois business address even though she was not an Illinois licensed attorney in 2017, which is in violation of Illinois Supreme Court Rules 706(g), (h), and 716. A true and accurate copy of Ms. Makela's business card is attached and incorporated as Exhibit 1.

5. After Ms. Makela was impressed with Respondent's strong real estate background and learning his viewpoint of wanting to always maintain a positive workplace environment, he was offered the position and began his employment as Claims Counsel with Stewart on April 3, 2017.

6. Within the first day of employment, Respondent was informed by Ms. Makela that the majority of title insurance claims were from institutional lenders who were commencing a foreclosure proceeding and discovered a title defect in their title examination.

7. Respondent was instructed by Ms. Makela to use two different letters to address these lender claims: a comfort or premature letter.

8. A comfort letter generally advised the foreclosing lender to proceed with its foreclosure and should a challenge to the foreclosure be raised based on the title defect, to re-submit its claims.

9. A premature letter was similar but instead advised that the claim was being closed due to no actual loss suffered by the insured as required under the terms of the policy.

10. The premature letter was not referenced in the department claims manual in any capacity.

11. Both the comfort letter and premature letter were a denial because the insured was notified that no action was going to be taken by Stewart and that the claim was to be closed.

12. Ms. Makela informed Respondent that these letters were used department wide and didn't need any additional approval each time they were used on a claim file and other claims personnel such as Maria Georgopoulos, Eleanor Sharpe, John Patti, Stephen Butler, Maria Stavrakos,



Priscilla Bastic, Susan Woods, Tiki Velazquez (Anderson), Marina Boldt, Terrence Yarnall, Jonathan Van Broeck, Judy Millhone, and Mary Mitchell all verified to Respondent they followed this process.

13. Another unwritten policy Ms. Makala instructed Respondent to follow was if he received a request to reconsider after denying an insurance, any claims personnel can communicate another denial if there were no new facts or no new policy interpretation given by the insured.

14. During the course of his first year of employment, Respondent had learned of the many internal dynamics of the claims department such as the absent use of authentic wet signatures on letters sent to insured clients and on internal correspondence from management.

15. For another example, when the claims files of one personnel were transferred to another, these inherited files would frustrate the receiver because it wasn't a pattern and practice of everyone to document all actions they took on a file and it became a guessing game many times for claims personnel to understand how they were to start work on the inherited files.

16. The management in Stewart's claims department failed to ever enforce the practice of everyone documenting all their work in the Legal Files database and failed to implement a secure Docu-sign type system where employees' unique digital signatures can only be accessed with a secure passcode.

17. Legal Files did not require access by employees having their own log in credentials but Respondent maintained the passwords for all other systems he used including to access his computer written on a piece of paper in an unlocked drawer in his unlocked office. A true and accurate copy of Respondent's work computer passwords is attached and incorporated as Exhibit 2.

18. For his first annual performance review, Ms. Makela praised Respondent for professionalism in his interactions with external customers and internal staff members. A true and accurate copy of Respondent's performance review is attached and incorporated as Exhibit 3.

19. On March 19, 2018, Stewart Title and Fidelity National Title announced a merger.

20. When Ms. Makela departed Stewart at the end of May, 2018, Ms. Kelly Rickenbach, licensed as an attorney in Washington and who already worked at Stewart in its Seattle, Washington office, was chosen as her replacement.

21. Ms. Rickenbach continued to physically worked out of the Seattle, Washington office of Stewart Title after she took over the position vacated by Ms. Makela and Ms. Rickenbach was not a licensed Illinois attorney.

22. In June 2018, fellow claims counsels Stephanie Slodyczka and Michael Grujanac announced their departure from the company due to the pending merger.

23. After Mr. Grujanac's departure, his work laptop was stolen from his unlocked office after management allowed him to leave it there overnight after his last day and Stewart was never able to retrieve it.

24. After Mr. Grujanac's last day with Stewart, his files were re-assigned to Respondent because he had demonstrated repeated excellence in his claims handling and was assigned additional states including Arkansas, Texas, Missouri, and Washington without any additional training especially for Washington state which produces one of the most contested insurance claims for the company.

25. Upon review of Mr. Grujanac's files, Respondent had noticed that Mr. Grujanac had used email templates as his denial letters and sent them to insureds without secondary approval for years which was in violation of Stewart's Claims Manual.

26. Respondent had notified Ms. Rickenbach and Ms. Sharpe of the violations Mr. Grujanac had committed but they had informed the Respondent that while he was violating the policies and procedures of the claims manual, his files were not going to be audited and no action was going to be taken against him since he was no longer with the company.

27. Specifically, during a weekly meeting between all claims counsels in July 2018, Respondent had notified Ms. Sharpe verbally that Mr. Grujanac emailed denial of insurance claims without following the two-step approval process outlined in the company claims manual.

28. Ms. Sharpe stated during the meeting "He (referring to Mr. Grujanac) was not supposed to be doing that," which was heard by claims counsel Maria Georgopoulos, Maria Stavrakos, Susan Woods, Steven Butler, John Patti, Priscilla Bastic, and Stephanie Slodyczka.

29. Ms. Sharpe further stated during that meeting that Respondent did not need to submit Mr. Grujanac's denials to management review before closing the files which was heard by claims counsel Maria Georgopoulos, Maria Stavrakos, Susan Woods, Steven Butler, John Patti, Priscilla Bastic, and Stephanie Slodyczka.

30. Continuing since June 2018 until Respondent's last day of employment, several more personnel in the claims department terminated their employment with Stewart such as Tiki Velazquez (Anderson) who left the company in August, 2018.

31. Ms. Velazquez's files were re-assigned to Respondent as well due to his outstanding handling of claim files.

32. Ms. Velazquez, like other claims personnel had done, emailed herself the approval email from management like Ms. Rickenbach to deny an insurance claim because that was the only way certain emails could be uploaded into Legal Files.

33. Upon further review of her files, Respondent had noticed that she had sent several denial of reconsideration letters to insureds without secondary approval.

34. Respondent had notified Ms. Rickenbach and Ms. Sharpe of the violations Ms. Velazquez had committed and requested a full audit of her files into whether her denials were proper.

35. Ms. Rickenbach and Ms. Sharpe had informed Respondent that while she was violating the policies and procedures of the claims manual, her files were not going to be audited and no action was going to be taken against her since she was no longer with the company.

36. On 8/24/18, Respondent had requested sick time during Ms. Rickenbach's normal working hours through Stewart's online ADP portal from 8/27/2018 to 08/29/2018 for surgery.

37. On August 27, 2018, Ms. Rickenbach sent an email to the Respondent stating "For any sick related absences that exceed 2 days, HR and corporate require that we have a valid doctor's note indicating the illness and need to stay home. Please forward that upon your return so I can get this documented and approved in e-time."

38. On 9/4/2018, Respondent had received an email from Ms. Rickenbach that his sick time was rejected and she requested "DR note so that sick time approval can be granted."

39. Despite not agreeing with Ms. Rickenbach's documentation request, as a courtesy on 9/11/2018, Respondent had forwarded to Ms. Rickenbach a Statement of Services from his medical provider.

40. After Ms. Rickenbach reviewed the statement of services, she responded via email with the following “Thank you for sending this; however, we need a note signed by your doctor or health care provider stating that you were treated on the specified dates and were unable to work during that time and could not return until 08/30.”

41. Her second email added the requirement of a doctor’s signature which was not part of her original verification request and a requirement not expressly stated in Stewart’s Employee Policy Manual.

42. During the latter half of September, 2018, Respondent questioned other claims personnel such as Mary Mitchell and Judy Millhone who were unaware of the Policy written by Kelly and they have not received any such documentation requests for their Sick Time leave.

43. On 10/1/18, Respondent had contacted female Senior HR Business Partner, Jennifer Johnston, of Stewart Human Resources via email. A true and accurate copy of Respondent’s emails to Ms. Johnston is attached and incorporated as Exhibit 4.

44. The Respondent was unable to connect with her in the beginning of October due to her being out of office.

45. Also in October, 2018, the Respondent had a one-on-one meeting about claim files with Tonya Moseley who was his assigned legal assistant and also administrative assistant to Ms. Rickenbach.

46. During the meeting, Ms. Moseley had advised the Respondent that Ms. Rickenbach and her supervisor, Scott McBee, agreed to more closely scrutinize the Respondent in retaliation of his refusal to comply with Ms. Rickenbach’s sick leave documentation request.

47. For example, Ms. Moseley advised that the increased scrutiny included but was not limited to instructing Mary Mitchell (Claims Representative who worked out of the Addison, IL

location and seated next to Respondent's office) to document all times the Respondent arrived at the office for work, the length of any breaks, and the time he departed for the day so that any unauthorized time off would be used against the Respondent.

48. Ms. Moseley further advised that Ms. Rickenbach was more closely scrutinizing Respondent's claim files to document any deviation from the claims manual even fabricate deviations if she had to so that there was a paper trail supporting any adverse employment decision against the Respondent.

49. The Respondent was finally able to speak to Johnston on 10/16/18 when he also followed up with an email summarizing their conversation. See Exhibit 4.

50. On the same day when Ms. Johnston questioned Ms. Rickenbach about Respondent, Ms. Rickenbach selectively "discovered" Respondent's alleged misconduct and informed Mr. McBee about her finding.

51. Ms. Rickenbach and Mr. McBee did not investigate by questioning the Respondent nor did they interview anyone else in the claims department or the Information Technology Department.

52. On 10/25/2018, Ms. Rickenbach emailed Mr. McBee her conclusions of Respondent's misconduct and she stated she never would have approved any of the denials for the three files she claimed were not approved by her to deny.

53. Ms. Rickenbach NEVER audited nor took ANY initiative to reverse any of the denials it claims Respondent forged.

54. On 10/30/18, Antouanette Gudino (female Senior Director of Human Resources at Stewart) and Scott McBee (Chief Claims Counsel at Stewart) arrived from Houston, TX to

Respondent's office in Addison, IL along with two-armed security personnel from Illinois Security Services, Inc.

55. Mr. McBee only informed the Respondent that his employment was terminated "due to poor job performance for not following claims handling procedures."

56. This alleged reason was completely contrary to the pattern and practice of Respondent who consistently during his entire employment, even days before his termination, on hundreds of files, followed company policies and communicated with Ms. Rickenbach, Ms. Sharpe, or any other authorized official to obtain the necessary management approval before communicating a denial of an insurance claim to an insured customer.

57. Respondent attempted to asked Mr. McBee the details of his termination but he interrupted the Respondent stating "Our relationship is terminated" and walked quickly out of the room closing the door behind him.

58. Mr. McBee never gave the Respondent any specific facts to support the termination decision nor was there ever any warnings given prior to this date.

59. On November 4, 2018, the Respondent filed a claim with the Illinois Department of Employment Security (hereinafter referred to as "IDES").

60. On November 16, 2018, IDES notified the Respondent that Stewart was contesting his eligibility for unemployment benefits.

61. On November 30, 2018, a full hearing was conducted into whether the Respondent had committed forgery and the hearings referee found that Stewart had discharged the Respondent for reasons other than misconduct. As a result, the Respondent was found to be eligible for unemployment benefits because he was not discharged for misconduct. A true and accurate copy of IDES's eligibility notice is attached hereto and incorporated as Exhibit 5.

62. On or about October 23, 2019, Respondent filed a lawsuit against Stewart in the Northern District of Illinois assigned to Judge Kennelly with case number 1:19-cv-06987.

**FIRST AFFIRMATIVE DEFENSE: UNCLEAN HANDS**

63. Respondent realleges and incorporates by reference the general allegations common to all defenses contained in paragraphs 5-61 as paragraph 63 as if set forth fully herein.

64. During Respondent's employment, Stewart did not follow best practices regarding physical and information technology security at its Addison, IL office.

65. Specifically, Stewart failed to safeguard employees by not always having personalized employee access devices for all entryways into the Addison, IL office suite, failed to have procedures in place and enforcement to prevent piggy-backing from unauthorized entry into the office suite, failed to have procedures and enforcement to protect against unauthorized access to employee work spaces, drawers, and electronic devices which included allowing employees to leave unlocked offices and computers unattended, failed to repair critical computer network deficiencies such as the inability of claims personnel to upload certain emails into Legal Files without emailing it to themselves, failed to always have proper management physically on site whenever other lower ranked employees were physically on site, failed to upgrade its outdated information technology infrastructure, failed to have employees' digital signatures protected by passcodes, and failed to maintain a functional video surveillance system during Respondent's employment at Stewart.

66. Stewart's information technology network is also not DMARC compliant, SPF authenticated, DKIM aligned, DKIM authenticated, and not encrypted with no MTA-STS policy.

67. After Ms. Rickenbach learned of Respondent's questioning her sick leave policy, she used her knowledge of Stewart's security vulnerabilities for herself or another employee under



her direction and control to falsify an email from Ms. Rickenbach in which she had approved Respondent's request for time off and altered the contents of the email to make it appear Ms. Rickenbach approved the denial of an insurance claim against Stewart by Connie and Michael Wolffe (the "Wolffe Claim").

68. Also, Ms. Rickenbach or another employee under her direction and control deleted all approvals and requests thereof to deny claims brought against Stewart by Byron Beck, Janice Beck, and Mark Quale (the "Beck-Quale Claim"), Connie and Michael Wolffe (the "Wolffe Claim"), and The Summit at Lake Union Apartments, LLC (the "Summit Claim").

69. Respondent was unaware of the fraud being created by these acts because he had no specialized knowledge of information technology and the fraud was never brought to his attention.

70. Ms. Rickenbach was aware that Respondent had reported misconduct by Ms. Velazquez and Mr. Grujanac and she was aware that a discrimination and retaliation complaint can be defeated when comparators have significant differentiating or mitigating circumstances.

71. Ms. Rickenbach was aware the Wolffe, Beck-Quale, and Summit files could be fraudulently denied because they were deniable claims in her assessment and she NEVER audited nor initiated to overturn the denials after they were communicated to the insured.

72. After Plaintiff's employment was terminated, Stewart did not prevent the spoliation of evidence on its computer networks or relevant computer hardware such as Respondent's and Ms. Rickenbach's assigned computer.

73. On 1/18/2021 while under oath, Ms. Rickenbach committed perjury when she testified that Stewart had requested one of those denials be reversed when in fact it was due to a request

from an insured who then withdrew the claim two months later after Ms. Rickenbach wrote an email to assigned claims counsel Jennifer Wagen that the claim was not covered.

74. On 1/18/2021 while under oath, Ms. Rickenbach also committed perjury by falsely stating claims personnel needed to obtain her approval before issuing a comfort and pre-mature letter, falsely testified the premature is referenced in the claims manual when it was not, falsely testified that she was not aware Michael Grujanac denied insurance claims without management approval, falsely testified that requests for reconsideration required management approval, and falsely testified that the process of approving denials of insurance claims stayed the same after Respondent's employment was terminated.

75. Ms. Rickenbach induced Respondent to unknowingly rely exclusively on her email communications to act on certain claim files even though she knew she would later recant the existence of such emails.

76. As a result of Respondent's justifiable reliance on Ms. Rickenbach's solo email communications, he followed her direction on his claim files which did not include seeking approval from an additional management official before taking further action.

77. In Respondent's federal court case against Stewart, there was evidence he had a pattern and practice of emailing Kelly Rickenbach requesting review or management approval of proposed action by him on a particular claim file between August 1, 2018 to October 30, 2018 including but not limited to the following bates numbers: STGC 0002892, STGC 0003002, STGC 0003129, STGC 0003194, STGC 0003212, STGC 0003333, STGC 0003356, STGC 0003445, STGC 0003464, STGC 0003501, STGC 3527, STGC 0003555, STGC 0003561, STGC 3598, STGC 0003626, STGC 0003657, STGC 0003711, STGC 0003731, STGC 0003734, STGC 0003739, STGC 0003746, STGC 0003751, STGC 0003865, STGC 3874,

STGC 0003911, STGC 0003927, STGC 0004124, and STGC 0004138; Respondent emailed Ms. Rickenbach between September 1, 2018 and October 30, 2018 asking for an approval on a draft denial of an insurance claim for the following bates numbers: STGC 0000873, STGC 0003501, STGC 0003536, STGC 0003657; and STGC 0003711; Respondent further emailed Rickenbach or Ms. Sharpe between June 2018-October 2018 asking for review/approval on his files including but not limited to STGC 459, STGC 1114, STGC 1168, STGC 1233, STGC 2681, STGC 2792, STGC 2811, STGC 2980, STGC 3034, STGC 3045, STGC 3129, STGC 3182, STGC 3212, STGC 3268, STGC 3524, STGC 3642, STGC 3696, STGC 3724, STGC 3762, STGC 3767, STGC 3772, STGC 3865, STGC 3874, STGC 3968, STGC 8129, STGC 14694, STGC 14835, STGC 18067, STGC 19537, STGC 33370, STGC 48083.

78. As a result of Ms. Rickenbach's misrepresentations, insured clients of Stewart had their claims unfairly denied.

79. As a result of Ms. Rickenbach's misrepresentations under oath and to the Attorney Registration and Disciplinary Commission, Respondent's professional reputation has been publicly damaged.

WHEREFORE, Respondent respectfully pray the Complaint filed in this cause by the Administrator be dismissed with prejudice, and for such other relief in Respondent's favor as is just.

### **SECOND AFFIRMATIVE DEFENSE: ILLEGALITY**

80. On or about October 23, 2019, Respondent filed a lawsuit against Stewart in the Northern District of Illinois assigned to Judge Kennelly with case number 1:19-cv-06987.

81. On or about July 13, 2020 after it was denied its Motion to Dismiss the federal lawsuit, Stewart mailed a complaint against Respondent to the Attorney Registration and Disciplinary

Commission of the Supreme Court of Illinois (“ARDC”) before the federal Court entered a Confidentiality Order on December 2, 2020. A true and accurate copy of the court’s confidentiality order is attached and incorporated as Exhibit 6.

82. The ARDC complaint contained copies of documents from the Wolffe, Beck-Quale, and Summit files.

83. On December 10, 2021, Respondent was contacted by Attorney Jonathan Wier (Litigation Counsel with the ARDC Litigation Division – Chicago) who stated that his office had recently received three Stewart denial letters dated September 28, 2018, October 16, 2018, and October 24, 2018 from the Wolffe, Beck-Quale, and Summit files.

84. The three letters are all labeled “highly confidential” when Stewart disclosed the letters to Respondent in December 2020 as Bates numbers 0001492, 0001493, 0001514, 0001515, 0001683, 0001684.

85. Before the confidentiality order was entered by the court, Stewart filed a pleading date stamped 11/23/2020 where Stewart specifically argued on page 16 for the right to send discovery documents to the ARDC [Dkt. #72].

86. On 11/25/2020, the Court orally ruled specifically (see Exhibit 7, page 14, line 12-20) during a hearing that discovery disclosures are not to be sent to the ARDC and Paragraph 5(a) of the Confidentiality Order shouldn’t include an exception for the ARDC. A true and accurate copy of the transcript from November 25, 2020 is attached and incorporated as Exhibit 7.

87. Stewart’s dissemination of highly confidential discovery materials to the ARDC violate the Court’s Confidentiality Order dated December 2, 2020 and any further discovery and dissemination of documents related to this complaint are against the law.

WHEREFORE, Respondent respectfully pray the Complaint filed in this cause by the Administrator be dismissed with prejudice, and for such other relief in Respondent's favor as is just.

**RESPONDENT'S DISCLOSURE PURSUANT TO COMMISSION RULE 231**

1. Respondent is admitted to practice law in the State of Illinois and has never been admitted to practice law before any other state court, federal court or administrative agency or admitted before the bar of any foreign country.
2. Respondent has received the following professional licenses or certificates:
  - a. Real Estate Broker, State of Illinois Department of Financial and Professional Regulation, Issued 8/29/2016 to Eddy Copot, license #475.171563
  - b. Law Enforcement Officer, Cook County Sheriff's Police Department, Issued 3/20/2008 to Eddy Copot
  - c. Title Insurance Agent, State of Illinois Department of Financial and Professional Regulation, Issued 8/6/2018 to Eddy Copot, license #TA.08.4003664
  - d. Title Insurance Agent, State of Illinois Department of Financial and Professional Regulation, Issued 1/25/2017 to Eddy Copot, license #TA.02.4001837
  - e. Title Insurance Agent, State of Illinois Department of Financial and Professional Regulation, Issued 5/6/2015 to Eddy Copot, license #TA.18.1806399
  - f. Title Insurance Agent, State of Illinois Department of Financial and Professional Regulation, Issued 5/1/2015 to Eddy Copot, license #TA.04.0406482

Dated: May 19, 2022

Respectfully submitted,

By: /s/ Eddy Copot

*Pro Se*

Eddy Copot  
6607 Western Avenue  
Willowbrook, IL 60527  
(630) 542-5151  
E-Mail Address: [copotlaw@outlook.com](mailto:copotlaw@outlook.com)

**BEFORE THE HEARING BOARD OF THE ILLINOIS ATTORNEY REGISTRATION  
AND DISCIPLINARY COMMISSION**

In the Matter of:	)	
	)	
EDDY COPOT	)	
	)	CASE NO: 2022PR00036
Attorney-Respondent	)	
	)	

**RESPONDENT’S AFFIDAVIT**  
**IN SUPPORT OF ITS ANSWER TO THE COMPLAINT**

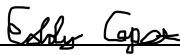
I, Eddy Copot, Attorney-Respondent, *pro se*, sworn on oath, depose and state as follows:

1. My name is Eddy Copot and I am the Attorney-Respondent in this case.
2. I have personal knowledge of the facts contained within this affidavit and could competently testify to them if called as a witness.
3. Until November 2018, I had no formal or informal training in information technology nor any knowledge on how to alter emails as alleged in the complaint.
4. The denial letters for Byron Beck, Janice Beck, and Mark Quale (the “Beck-Quale Claim”), Connie and Michael Wolffe (the “Wolffe Claim”), and The Summit at Lake Union Apartments, LLC (the “Summit Claim”) contain only unsecured digital copies of signatures which do not match my authentic wet signature. A true and accurate copy of warranty deeds containing my authentic wet signature is attached hereto and incorporated as Exhibit 8.
5. I certify that my answers to the general allegations in paragraph #2, #7, #8, #15, #16, #25, #26 are based on not having enough information to otherwise answer the statements in these paragraphs and I believe the same to be true.

**CERTIFICATION PURSUANT TO 735 ILCS 5/2-610(b)**

Under penalties as provided by law pursuant to Section 2-610 of the Code of Civil Procedure, the undersigned certifies that the answers to the general allegations in paragraph #2, #7, #8, #15, #16, #25, #26 therein are based on not having enough information to otherwise answer the statements in these paragraphs and the undersigned certifies as aforesaid that he verily believes the same to be true.

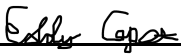
FURTHER AFFIANT SAYETH NAUGHT.

\_\_\_\_\_  


Eddy Copot

**CERTIFICATION PURSUANT TO 735 ILCS 5/1-109**

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

\_\_\_\_\_  


Eddy Copot

5/19/2022 \_\_\_\_\_

Date



Charity Makela  
Vice President  
Associate Chief Claim Counsel

2055 W. Army Trail Road, Suite 110  
Addison, IL 60101  
(630) 889-4020 direct  
(630) 889-4050 main  
cmakela@stewart.com

(Resp. Ex. 1)

**stewart**

*Real partners. Real possibilities.™*

stewart.com

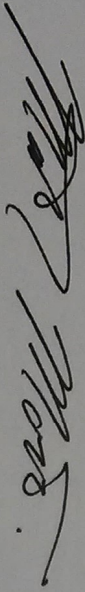
NYSE: STC

Congratulations on your new position and welcome to the Stewart family. Thank you for joining us and becoming an integral part of the title insurance and real estate services industry.

We want you to feel welcome and to give you plenty of reasons to enjoy working with us every day. Stewart's foundation rests upon family values and traditions dating back to 1893. And it is those values and traditions that guide us in providing a warm, collaborative work environment for each and every one of our associates.

In fact, as you begin your new career path here at Stewart, you will find yourself surrounded by people eager to help new employees, just like you, succeed. We may be a big company, and offer big benefits, but we pride ourselves on our small-company feel.

So whether you are in one of our many offices nationwide or around the world, we are pleased you joined our family. Welcome aboard.



Matt Morris  
Chief Executive Officer

Stewart Workplace  
U: Ecopot  
P: [redacted]

WAX:  
Ecopot  
P: [redacted]

PC Addison 1983  
Office Ecopot  
U: Ecopot  
P: [redacted]

ADP  
U: Ecopot 0372  
P: [redacted]

Benefits:  
U: Ecopot Ecopot  
P: [redacted]  
Counseling  
U: Ecopot  
P: [redacted]

Empowerline  
U: Ecopot  
P: [redacted]

# Copot, Eddy

Core Annual Performance Review 2017

1/1/17 to 12/31/17

Document Status Completed

Evaluated By Makela, Charity

Review Meeting Held on 1/26/18

Printed On 12/31/18

## Employment Details

<b>Manager</b>	Rickenbach, Kelly	<b>Job Title</b>	Claims Counsel
<b>Location</b>	Addison-2055 W Army Trl- #110	<b>Department</b>	013130 - Claims
<b>Employee ID</b>	848894146	<b>Overall Rating</b>	Valued Contributor

## Overall Summary

### Rating Level Descriptions

- Exceptional - Far exceeds expectations – the very best contributors.
- Excellent - Consistently exceeds expectations – highly capable and high achieving.
- Valued Contributor - Consistently meets expectations – contributing at the ever rising bar of expectation.
- Development Needed - Does not consistently meet expectations but may from time to time – needs improvement.
- Unsatisfactory - Consistently under expectations.

	Associate	Manager
Overall Rating	Excellent	Valued Contributor
Comments	Overall, associate shows strong commitment to self-improvement with respect to work knowledge, customer service, and teamwork. Associate's main goal for 2018 will be to continue to grow his knowledge base for handling more complex claims.	<p>Eddy is new to Stewart in 2017. He came to the team with a background in real estate law but relatively inexperienced in the area of title insurance. He has spent the bulk of his time with the Company familiarizing himself with the business and specifically the title insurance product.</p> <p>Eddy attends and actively participates at the weekly meetings for Claim Reps and Attorneys. His questions are well-thought out and geared toward understanding and appreciating the global picture not just how to complete a single task.</p> <p>Eddy's workload started low and has slowly increased in volume. I expect that trend to continue and for Eddy to</p>

		notice increased complexity in the types of matters he is handling in 2018.
--	--	---

## Goals

### Customer Service

SMART Goal Associate will obtain customer sanctification on claims resolution on more difficult claims.  
 Action Plan and Measurements Customer has received stellar review for resolve a covered matter on behalf of a client within one week so client could close on selling the property.

Start Date 4/4/17  
 Status Completed Completion Percentage 100  
 Target Completion Date 11/1/17 Actual Completion Date 10/31/17  
 Category Customer  
 Updates

	Associate	Manager
Performance Rating	Excellent	Valued Contributor
Comments	Customer has received stellar review for resolve a covered matter on behalf of a client within one week so client could close on selling the property.	Timely review and response of assigned claims is an important aspect of the job of a Claims Counsel. Not only does it provide good customer service but it keeps the Company in compliance. Many states have a statute regarding fair claim settlement practices. At issue is always the timeline of the claims process and the frequency with which the claimant receives communication. Although Eddy has only been here a short time, he quickly figured out the value of great customer service.

## Knowledge development

SMART Goal Associate will continue to grow in learning more complex claims to resolution. Examples of complex claims could be heirship rights, easements, or lien priority disputes.

Action Plan and Measurements Associate has successfully handles new complex claims such as heirship rights and lien priority disputes.

Start Date 7/5/17

Status Completed

Completion Percentage 100

Target Completion Date 11/1/17

Actual Completion Date 10/31/17

Category Associate  
Development  
Updates

	Associate	Manager
Performance Rating	Excellent	Excellent
Comments	Associate has suggested and implemented new coverage letters to be issued on all lien priority claims.	Eddy listens and participates in discussions with fellow claim handlers with an eye toward conceptual understanding. His approach is refreshing and can sometimes lead to suggested revisions to our process. Eddy's feedback in this regard is welcome and appreciated.

## Process Improvement

SMART Goal Associate will recommend one new process improvement in his daily tasks.

Action Plan and Measurements Associate has suggested and implemented new coverage letters to be issued on all lien priority claims.

Start Date 7/31/17

Status Completed

Completion Percentage 100

Target Completion Date 11/1/17

Actual Completion Date 10/31/17

Category Innovation  
Updates

	Associate	Manager
Performance Rating	Excellent	Valued Contributor
Comments	Associate has successfully handles new complex claims such as heirship rights and lien priority disputes.	Eddy arrived at Stewart with experience in real estate matters but relatively limited experience in the area of title insurance. We started the incoming flow of claims at a very slow pace to allow him to get acclimated. He has done well with the work assigned to him and demonstrates deeper understanding of the policy and coverages provided therein. As a result we have increased the flow of incoming files as well as the complexity of the matters assigned to him. I anticipate more of the same in 2018.

---

## Competencies

### Accountability

	Associate	Manager
Performance Rating	Valued Contributor	Valued Contributor

### Customer Focus

	Associate	Manager
Performance Rating	Excellent	Excellent

### Functional Knowledge

	Associate	Manager
Performance Rating	Valued Contributor	Valued Contributor

## Growth Mindset

	Associate	Manager
Performance Rating	Exceptional	Excellent

## Innovation

	Associate	Manager
Performance Rating	Exceptional	Valued Contributor

## Passion

	Associate	Manager
Performance Rating	Valued Contributor	Excellent

## Teamwork

	Associate	Manager
Performance Rating	Exceptional	Excellent

---

### Associate Acknowledgement

I, Copot, Eddy, acknowledge receipt of the feedback contained in this evaluation.

Electronically Signed on 1/26/2018 5:32 PM.





Eddy Copot &lt;ecopot@gmail.com&gt;

**RE: Sick Time**

1 message

**Eddy Copot** <Eddy.Copot@stewart.com>

Tue, Oct 16, 2018 at 2:49 PM

To: "Jennifer Johnston (Goodman)" &lt;jjohnston@stewart.com&gt;

Hi Jennifer,

Thank you for taking my phone call earlier today. To repeat the nature of my call to you, through Stewart's online ADP portal on 8/24/18, I had requested sick time from 8/27/2018 to 08/29/2018 for surgery. According to Stewart's Sick Time Policy (hereinafter referred to as "Policy"),

An employee may be required to submit written documentation from a health care provider or Stewart Human Resources may contact the health care provider directly to validate the sick time and determine whether the employee will receive pay for sick time taken. If an employee has an absence that lasts more than three (3) consecutive workdays, the employee may be required to submit written documentation from a health care provider to return work. Based on the health care provider's instructions, the employee may be required to take a leave of absence.

The Policy uses the word "may" and is not mandatory regarding any written documentation from a health care provider. My supervisor, Kelly Rickenbach, had sent me an email on 8/27/18 stating "For any sick related absences that exceed 2 days, HR and corporate require that we have a valid doctor's note indicating the illness and need to stay home. Please forward that upon your return so I can get this documented and approved in e-time." (Email attached). This direction by Kelly does not reflect the Policy language written in the handbook. I have asked two people in my department who related they were unaware of the Policy written by Kelly and they have not received such requests for their Sick Time requests. On 9/4/2018, I had received an email (Email attached) from Kelly that my sick time was rejected and she requested "DR note so that sick time approval can be granted." This description was vague and did not conform to Stewart's Sick Time policy which I have attached. As a courtesy on 9/11/2018, I had forwarded to Kelly the attached Statement of Services from my medical provider. Kelly responded via email (Email attached) with the following "Thank you for sending this; however, we need a note signed by your doctor or health care provider stating that you were treated on the specified dates and were unable to work during that time and could not return until 08/30." Her second email added the requirement of a doctor's signature which was not part of her original verification request.

My complaint is two-fold:

1. Discrimination: Kelly's directions via email do not conform to the company handbook and are not known by others in my department who have also requested and were granted Sick Time. Even if Stewart has modified its Sick Time policy, it was not applied on a uniform basis and I am unaware of any company or department wide dissemination of any such changes. The alteration of Company policy communicated to me but not others in my department is grounds for workplace discrimination under 775 ILCS 5. I believe she is discriminating me on the basis of my age and gender since I am the youngest male to work as claims counsel in the department. To further prove a pattern of discrimination by Kelly on me, I am prepared to show that on 6/27/18, Kelly had sent me an email (Email attached) stating "If you plan to be out of the office for a period of greater than 2 hours, Stewart Legal has a travel request form that must be completed (it is a Travel Request form even if you are staying local). We are required to approve and send that in to corporate legal. I have attached a copy." Susan Hawkins and Susan Woods both confirmed for me that they never heard of such policy and that they first learned of it from me. On 8/6/18, I had submitted the travel request form via email for a CLE that I was to attend with Susan Woods which Kelly never responded. Instead, Eleanor Sharpe on 8/7/18 via email (Email attached) approved Susan Woods and I to attend the CLE without the Travel form ever being approved by corporate legal. I have other documentation

regarding different issues that I am prepared to submit to the state of Illinois to show a pattern of discrimination on me.

2. Violation of the Illinois Employee Sick Leave Act 820 ILCS 191 (hereinafter referred to as the "Act")- According to the Act, an employer may request written verification of the employee's absence from a health care professional if such verification is required under the employer's employment benefit plan or paid time off policy. Stewart's Sick Time policy is void regarding any mandatory language regarding written verification and the Act states such verification can be requested if required under the paid time off policy. The documentation I had submitted was done as a simple professional courtesy only. I never was requested to provide such documentation during my employment with Stewart prior to the dates at issue and such written verification is not required under the Act.

I hereby request the approval of my requested sick time from 8/27/2018 to 08/29/2018 that was taken in accordance with Stewart's Sick Time Policy and the Illinois Employee Sick Leave Act. If I do not receive such approval, I will file a complaint with the Illinois Department of Labor and the Illinois Department of Human Rights (IDHR). Please advise the Company's position.

NOTICE: (820 ILCS 191/20)

Sec. 20. **Retaliation prohibited.** An employer shall not deny an employee the right to use personal sick leave benefits in accordance with this Act or discharge, threaten to discharge, demote, suspend, or in any manner discriminate against an employee for using personal sick leave benefits, attempting to exercise the right to use personal sick leave benefits, filing a complaint with the Illinois Department of Labor or alleging a violation of this Act, cooperating in an investigation or prosecution of an alleged violation of this Act, or opposing any policy or practice or act that is prohibited by this Act. Nothing in this Section prohibits an employer from applying the terms and conditions set forth in the employment benefit plan or paid time off policy applicable to personal sick leave benefits.

(Source: P.A. 99-841, eff. 1-1-17; 99-921, eff. 1-13-17.)

**Eddy Copot**  
Claims Counsel  
**Stewart Title Guaranty Company**  
2055 West Army Trail Road, Suite 110

Addison, IL 60101  
O (630) 889-4042 | F (630) 596-2917  
stewart.com | eddy.copot@stewart.com

**stewart title**

*Real partners. Real possibilities.™*

NYSE: STC

---

**From:** Eddy Copot  
**Sent:** Tuesday, October 16, 2018 9:58 AM  
**To:** Jennifer Johnston (Goodman) <jjohnston@stewart.com>  
**Subject:** RE: Question

Okay, thanks. I'll call you then.

**Eddy Copot**  
Claims Counsel  
**Stewart Title Guaranty Company**  
2055 West Army Trail Road, Suite 110

Addison, IL 60101  
O (630) 889-4042 | F (630) 596-2917  
stewart.com | eddy.copot@stewart.com

**stewart title**

*Real partners. Real possibilities.™*

NYSE: STC

---

**From:** Jennifer Johnston (Goodman)  
**Sent:** Tuesday, October 16, 2018 9:50 AM  
**To:** Eddy Copot <Eddy.Copot@stewart.com>  
**Subject:** RE: Question

Hi Eddy. I am in the office today. Would you be available to talk at about 11:00 CT?

**Jennifer Johnston, PHR, SHRM-CP**  
Senior HR Business Partner  
Human Resources

**Stewart Title Guaranty Company**  
1980 Post Oak Blvd, Ste. 500  
Houston, TX 77056  
O (713) 625-4176 | M (832) 622-1304  
stewart.com | jjohnston@stewart.com

**stewart**

*Real partners. Real possibilities.™*

NYSE: STC

This email message is for the sole use of the intended recipient(s) and may contain confidential information. Any unauthorized review, use, disclosure or distribution is prohibited. If you are not the intended recipient, please contact the sender by reply email and destroy all copies of the

original message.

---

**From:** Eddy Copot  
**Sent:** Tuesday, October 16, 2018 8:00 AM  
**To:** Jennifer Johnston (Goodman)  
**Subject:** RE: Question

Hi Jennifer,

Are you available today? Please advise.

**Eddy Copot**  
Claims Counsel  
**Stewart Title Guaranty Company**  
2055 West Army Trail Road, Suite 110

Addison, IL 60101  
O (630) 889-4042 | F (630) 596-2917  
stewart.com | eddy.copot@stewart.com

**stewart title**

*Real partners. Real possibilities.™*

NYSE: STC

---

**From:** Jennifer Johnston (Goodman)  
**Sent:** Friday, October 12, 2018 9:38 AM  
**To:** Eddy Copot <Eddy.Copot@stewart.com>  
**Subject:** RE: Question

Hi Eddy. I can talk before 12:00 CT. Just let me know when you are available, and I will give you a call.

Thanks.

**Jennifer Johnston, PHR, SHRM-CP**  
Senior HR Business Partner  
Human Resources

11/17/2018

Gmail - RE: Sick Time

**Stewart Title Guaranty Company**  
1980 Post Oak Blvd, Ste. 500  
Houston, TX 77056  
O (713) 625-4176 | M (832) 622-1304  
stewart.com | jjohnston@stewart.com

**stewart**

*Real partners. Real possibilities.™*

NYSE: STC

This email message is for the sole use of the intended recipient(s) and may contain confidential information. Any unauthorized review, use, disclosure or distribution is prohibited. If you are not the intended recipient, please contact the sender by reply email and destroy all copies of the original message.

---

**From:** Eddy Copot  
**Sent:** Thursday, October 11, 2018 8:47 PM  
**To:** Jennifer Johnston (Goodman)  
**Subject:** RE: Question

What time are you available tomorrow?

**Eddy Copot**  
Claims Counsel  
**Stewart Title Guaranty Company**  
2055 West Army Trail Road, Suite 110  
  
Addison, IL 60101  
O (630) 889-4042 | F (630) 596-2917  
stewart.com | eddy.copot@stewart.com

**stewart title**

*Real partners. Real possibilities.™*

NYSE: STC

---

**From:** Jennifer Johnston (Goodman)  
**Sent:** Thursday, October 11, 2018 1:42 PM

**To:** Eddy Copot <Eddy.Copot@stewart.com>  
**Subject:** RE: Question

Hi Eddy. Are you in the office tomorrow, or one day next week? Perhaps we can schedule a time to connect then?

**Jennifer Johnston, PHR, SHRM-CP**  
Senior HR Business Partner  
Human Resources

**Stewart Title Guaranty Company**  
1980 Post Oak Blvd, Ste. 500  
Houston, TX 77056  
O (713) 625-4176 | M (832) 622-1304  
stewart.com | jjohnston@stewart.com



NYSE: STC

This email message is for the sole use of the intended recipient(s) and may contain confidential information. Any unauthorized review, use, disclosure or distribution is prohibited. If you are not the intended recipient, please contact the sender by reply email and destroy all copies of the original message.

---

**From:** Eddy Copot  
**Sent:** Tuesday, October 02, 2018 7:39 AM  
**To:** Jennifer Johnston (Goodman)  
**Subject:** RE: Question

What times work for you?

**Eddy Copot**  
Claims Counsel  
**Stewart Title Guaranty Company**  
2055 West Army Trail Road, Suite 110

Addison, IL 60101  
O (630) 889-4042 | F (630) 596-2917  
stewart.com | eddy.copot@stewart.com

# stewart title

*Real partners. Real possibilities.™*

NYSE: STC

---

**From:** Jennifer Johnston (Goodman)  
**Sent:** Monday, October 1, 2018 4:19 PM  
**To:** Eddy Copot <Eddy.Copot@stewart.com>  
**Subject:** RE: Question

Hi Eddy. I apologize for just getting back to you. Would you be available for a call tomorrow morning?

**Jennifer Johnston, PHR, SHRM-CP**  
Senior HR Business Partner  
Human Resources

**Stewart Title Guaranty Company**  
1980 Post Oak Blvd, Ste. 500  
Houston, TX 77056  
O (713) 625-4176 | M (832) 622-1304  
stewart.com | jjohnston@stewart.com

# stewart

*Real partners. Real possibilities.™*

NYSE: STC

This email message is for the sole use of the intended recipient(s) and may contain confidential information. Any unauthorized review, use, disclosure or distribution is prohibited. If you are not the intended recipient, please contact the sender by reply email and destroy all copies of the original message.

---

**From:** Eddy Copot  
**Sent:** Monday, October 01, 2018 7:18 AM  
**To:** Jennifer Johnston (Goodman)  
**Subject:** Question

Hello,

I have a HR question for you. Please advise when you have a moment.

**Eddy Copot**  
Claims Counsel  
**Stewart Title Guaranty Company**  
2055 West Army Trail Road, Suite 110

Addison, IL 60101  
O (630) 889-4042 | F (630) 596-2917  
stewart.com | eddy.copot@stewart.com

**stewart title**

*Real partners. Real possibilities.™*

NYSE: STC

----- Forwarded message -----

From: Kelly Rickenbach <Kelly.Rickenbach@stewart.com>  
To: Eddy Copot <Eddy.Copot@stewart.com>  
Cc:  
Bcc:  
Date: Tue, 11 Sep 2018 21:04:02 +0000  
Subject: RE: [External] RE: Your Request for Time Off  
Hi Eddy,

Thank you for sending this; however, we need a note signed by your doctor or health care provider stating that you were treated on the specified dates and were unable to work during that time and could not return until 08/30.

Kelly Rickenbach, Esq.  
Associate Chief Claims Counsel  
Stewart Title Guaranty Company  
kelly.rickenbach@stewart.com

-----Original Message-----

From: Eddy Copot  
Sent: Tuesday, September 11, 2018 9:51 AM  
To: Kelly Rickenbach  
Subject: RE: [External] RE: Your Request for Time Off

Hi Kelly,

I finally received my written documentation from my health care provider. Please see attached.

Eddy Copot  
Claims Counsel  
Stewart Title Guaranty Company  
2055 West Army Trail Road, Suite 110  
Addison, IL 60101  
O (630) 889-4042 | F (630) 596-2917  
stewart.com | eddy.copot@stewart.com



NYSE: STC

-----Original Message-----

From: Kelly Rickenbach  
Sent: Tuesday, September 4, 2018 2:48 PM  
To: Eddy Copot <Eddy.Copot@stewart.com>  
Subject: RE: [External] RE: Your Request for Time Off

Hi Eddy,

No problem. Thanks!

Kelly Rickenbach, Esq.  
Associate Chief Claims Counsel  
Stewart Title Guaranty Company  
kelly.rickenbach@stewart.com

-----Original Message-----

From: Eddy Copot  
Sent: Tuesday, September 04, 2018 12:20 PM  
To: Kelly Rickenbach  
Subject: RE: [External] RE: Your Request for Time Off

Hi Kelly,

I am still awaiting for this note from my medical provider.

Eddy Copot  
Claims Counsel  
Stewart Title Guaranty Company  
2055 West Army Trail Road, Suite 110  
Addison, IL 60101  
O (630) 889-4042 | F (630) 596-2917  
stewart.com | eddy.copot@stewart.com

NYSE: STC

-----Original Message-----

From: kelly.rickenbach@stewart.com [mailto:kelly.rickenbach@stewart.com]  
Sent: Tuesday, September 4, 2018 11:33 AM  
To: Eddy Copot <Eddy.Copot@stewart.com>  
Subject: [External] RE: Your Request for Time Off

The request for time off outlined below, has been rejected by Rickenbach, Kelly A.

Request Details:  
Leave Type: Sick  
Start Date: 8/27/2018  
End Date: 8/29/2018  
Hours per Day:

Your message:

Message from Rickenbach, Kelly A: Please provide DR note so that sick time approval can be granted.

----- Forwarded message -----

From: Kelly Rickenbach <Kelly.Rickenbach@stewart.com>  
To: Eddy Copot <Eddy.Copot@stewart.com>  
Cc:  
Bcc:  
Date: Mon, 27 Aug 2018 18:18:21 +0000

Subject: RE: [External] Request for Time off for Copot, Eddy  
Hi Eddy,

For any sick related absences that exceed 2 days, HR and corporate require that we have a valid doctor's note indicating the illness and need to stay home. Please forward that upon your return so I can get this documented and approved in e-time.

Thank you.

Kelly Rickenbach, Esq.  
Associate Chief Claims Counsel  
Stewart Title Guaranty Company  
kelly.rickenbach@stewart.com

-----Original Message-----

From: Eddy.Copot@stewart.com [mailto:Eddy.Copot@stewart.com]  
Sent: Friday, August 24, 2018 3:58 PM  
To: Kelly Rickenbach  
Subject: [External] Request for Time off for Copot, Eddy

Copot, Eddy has submitted a Request for time off.

Request Details:

Accrual balances:  
Floating Holiday: 22.5  
Vacation: 47.95  
Sick: 89.62

Leave Type: Sick  
Start Date: 8/27/2018  
End Date: 8/29/2018  
Hours per Day:

Employee's message:

Go to your task list to take immediate action.

Click here for access to ADP Time and Attendance:  
<https://sso.stewart.com/idp/startSSO.ping?PartnerSpId=https://fed.adp.com&TargetResource=https://fed.adp.com/saml/fedlanding.html?PORTAL>

----- Forwarded message -----

From: Eddy Copot <Eddy.Copot@stewart.com>  
To: Eddy Copot <Eddy.Copot@stewart.com>  
Cc:  
Bcc:  
Date: Fri, 24 Aug 2018 22:57:35 +0000  
Subject: [External] Your Request for Time off  
The request for time off detailed below has been submitted.

Request Details:  
Leave Type: Sick  
Start Date: 8/27/2018  
End Date: 8/29/2018  
Hours per Day:

Your message:

----- Forwarded message -----

From: Kelly Rickenbach <Kelly.Rickenbach@stewart.com>

## Illinois Department of Employment Security

P.O. Box 19509  
Springfield, IL 62794  
Phone: (800) 244-5631 • TTY: (800) 244-5631  
Fax: (217) 557-4913  
[www.ides.illinois.gov](http://www.ides.illinois.gov)

**(Resp. Ex. 5)**

EDDY COPOT  
6607 WESTERN AVE  
WILLOWBROOK, IL 60527-1878

Date Mailed: 12/03/2018  
Claimant ID: 4739887

**Determination**

**(Este es un documento importante. Si usted necesita un intérprete, póngase en contacto con el Centro de Servicio al Reclamante al (800) 244-5631.)**

The following determination has been made in connection with the claim for unemployment insurance benefits.

Based on all the determinations regarding your claim, you are eligible for benefits as long as you meet the eligibility requirements.

Please read each determination carefully as it may include benefit reductions.

Issue 009 602A - Misconduct

Allow Effective 11/04/2018 - 12/31/9999

Was the claimant discharged for misconduct connected with the work? The evidence shows the claimant was discharged from STEWART TITLE GUARANTY CO because of reasons other than misconduct.. Since the claimant's action, which resulted in his discharge was not a violation of a reasonable rule or policy of the employing unit, the claimant is not ineligible for benefits from 11/04/2018 in regard to this issue.

**FOR INFORMATION REGARDING YOUR RIGHTS UNDER ILLINOIS' UNEMPLOYMENT INSURANCE ACT AND THE EXACT LANGUAGE OF THE ACT AND IDES RULES, PLEASE VISIT THE AGENCY'S WEBSITE AT [www.ides.illinois.gov/UIRights](http://www.ides.illinois.gov/UIRights).**

**FOR INFORMATION ON HOW TO OBTAIN FREE LEGAL SERVICES SEE IMPORTANT NOTICE BELOW.**

If you require further details concerning the information in this letter, please contact the Agency at the phone number listed above.

Please see appeal rights listed below and additional information regarding this determination.

(Resp. Ex. 6)

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

**EDDY COPOT,**

Plaintiff,

v.

**STEWART TITLE GUARANTY  
COMPANY, et al.**

Defendants.

No. 19-cv-06987

Honorable Matthew F. Kennelly

**AGREED CONFIDENTIALITY ORDER**

The parties to this Agreed Confidentiality Order have agreed to the terms of this Order, accordingly, it is ORDERED:

1. **Scope.** All materials produced or adduced in the course of discovery, including initial disclosures, responses to discovery requests, deposition testimony and exhibits, and information derived directly therefrom (hereinafter collectively “documents”), shall be subject to this Order concerning Confidential Information as defined below. This Order is subject to the Local Rules of this District and the Federal Rules of Civil Procedure on matters of procedure and calculation of time periods.

2. **Confidential Information.** As used in this Order, “Confidential Information” means information designated as “CONFIDENTIAL-SUBJECT TO PROTECTIVE ORDER” by the producing party that falls within one or more of the following categories: (a) information prohibited from disclosure by statute; (b) information that reveals trade secrets; (c) research, technical, commercial or financial information that the party has maintained as confidential; (d) medical information concerning any individual including any current or former employee of

Defendant; (e) personal identity information; (f) income tax returns (including attached schedules and forms), W-2 forms and 1099 forms; (g) personnel or employment records of a person who is not a party to the case; (h) any information related to the claims handled by Defendant on behalf of any current or former insureds; or (i) the financial, accounting, or other private or confidential information of any current or former insureds of Defendant. Information or documents that are available to the public may not be designated as Confidential Information.

**3. Designation.**

(a) A party may designate a document as Confidential Information for protection under this Order by placing or affixing the words “CONFIDENTIAL - SUBJECT TO PROTECTIVE ORDER” on the document and on all copies in a manner that will not interfere with the legibility of the document. As used in this Order, “copies” includes electronic images, duplicates, extracts, summaries or descriptions that contain the Confidential Information. The marking “CONFIDENTIAL - SUBJECT TO PROTECTIVE ORDER” shall be applied prior to or at the time of the documents are produced or disclosed. Applying the marking “CONFIDENTIAL - SUBJECT TO PROTECTIVE ORDER” to a document does not mean that the document has any status or protection by statute or otherwise except to the extent and for the purposes of this Order. Any copies that are made of any documents marked “CONFIDENTIAL - SUBJECT TO PROTECTIVE ORDER” shall also be so marked, except that indices, electronic databases or lists of documents that do not contain substantial portions or images of the text of marked documents and do not otherwise disclose the substance of the Confidential Information are not required to be marked.

(b) The designation of a document as Confidential Information is a certification by an attorney or a party appearing pro se that the document contains Confidential Information as defined

in this order

**4. Depositions.**

Deposition testimony is protected by this Order only if designated as “CONFIDENTIAL – SUBJECT TO PROTECTIVE ORDER” on the record at the time the testimony is taken. Such designation shall be specific as to the portions that contain Confidential Information. Deposition testimony so designated shall be treated as Confidential Information protected by this Order until fourteen days after delivery of the transcript by the court reporter to any party or the witness. Within fourteen days after delivery of the transcript, a designating party may serve a Notice of Designation to all parties of record identifying the specific portions of the transcript that are designated Confidential Information, and thereafter those portions identified in the Notice of Designation shall be protected under the terms of this Order. The failure to serve a timely Notice of Designation waives any designation of deposition testimony as Confidential Information that was made on the record of the deposition, unless otherwise ordered by the Court.

**5. Protection of Confidential Material.**

(a) **General Protections.** Confidential Information shall not be used or disclosed by the parties, counsel for the parties or any other persons or entities identified in subparagraph (b) for any purpose other than in this litigation, including any appeal thereof and for the limited purposes identified in subparagraph (b).

(b) **Limited Third-Party Disclosures.** The parties and counsel for the parties shall not disclose or permit the disclosure of any Confidential Information to any third person or entity except as set forth in subparagraphs (1)-(9). Subject to these requirements, the following categories of persons and entities may be allowed to review Confidential Information:

(1) **Counsel.** Counsel for the parties and employees of counsel who have

responsibility for the action;

(2) **Parties.** Individual parties and employees of a party, but only to the extent counsel determines in good faith that the employee's assistance is reasonably necessary to the conduct of the litigation in which the information is disclosed;

(3) **The Court and its personnel;**

(4) **Court Reporters and Recorders.** Court reporters and recorders engaged for depositions;

(5) **Contractors.** Those persons specifically engaged for the limited purpose of making copies of documents or organizing or processing documents, including outside vendors hired to process electronically stored documents;

(6) **Consultants and Experts.** Consultants, investigators, or experts employed by the parties or counsel for the parties to assist in the preparation and trial of this action but only after such persons have completed the certification contained in Attachment A, Acknowledgment of Understanding and Agreement to Be Bound;

(7) **Witnesses at depositions.** During their depositions, witnesses in this action to whom disclosure is reasonably necessary. Witnesses shall not retain a copy of documents containing Confidential Information, except witnesses may receive a copy of all exhibits marked at their depositions in connection with review of the transcripts. Pages of transcribed deposition testimony or exhibits to depositions that are designated as Confidential Information pursuant to the process set out in this Order must be separately bound by the court reporter and may not be disclosed to anyone except as permitted under this Order;

(8) **Author or recipient.** The author or recipient of the document (not including a person who received the document in the course of litigation);

(9) **Others by Consent.** Other persons only by written consent of the producing party or upon order of the Court and on such conditions as may be agreed or ordered.

(c) **Control of Documents.** Counsel for the parties shall make reasonable efforts to prevent unauthorized or inadvertent disclosure of Confidential Information. Counsel shall maintain the originals of the forms signed by persons acknowledging their obligations under this Order for a period of three years after the termination of the case.

6. **Inadvertent Failure to Designate.** An inadvertent failure to designate a document as Confidential Information does not, standing alone, waive the right to so designate the document; provided, however, that a failure to serve a timely Notice of Designation of deposition testimony as required by this Order, even if inadvertent, waives any protection for deposition testimony. If a party designates a document as Confidential Information after it was initially produced, the receiving party, on notification of the designation, must make a reasonable effort to assure that the document is treated in accordance with the provisions of this Order. No party shall be found to have violated this Order for failing to maintain the confidentiality of material during a time when that material has not been designated Confidential Information, even where the failure to so designate was inadvertent and where the material is subsequently designated Confidential Information.

7. **Filing of Confidential Information.** This Order does not, by itself, authorize the filing of any document under seal. Any party wishing to file a document designated as Confidential Information in connection with a motion, brief or other submission to the Court must comply with LR 26.2.

8. **No Greater Protection of Specific Documents.** Except on privilege grounds not addressed by this Order, no party may withhold information from discovery on the ground that it



requires protection greater than that afforded by this Order unless the party moves for an order providing such special protection.

9. **Challenges by a Party to Designation as Confidential Information.** The designation of any material or document as Confidential Information is subject to challenge by any party. The following procedure shall apply to any such challenge.

(a) **Meet and Confer.** A party challenging the designation of Confidential Information must do so in good faith and must begin the process by conferring directly with counsel for the designating party. In conferring, the challenging party must explain the basis for its belief that the confidentiality designation was not proper and must give the designating party an opportunity to review the designated material, to reconsider the designation, and, if no change in designation is offered, to explain the basis for the designation. The designating party must respond to the challenge within five (5) business days.

(b) **Judicial Intervention.** A party that elects to challenge a confidentiality designation may file and serve a motion that identifies the challenged material and sets forth in detail the basis for the challenge. Each such motion must be accompanied by a competent declaration that affirms that the movant has complied with the meet and confer requirements of this procedure. The burden of persuasion in any such challenge proceeding shall be on the designating party. Until the Court rules on the challenge, all parties shall continue to treat the materials as Confidential Information under the terms of this Order.

10. **Action by the Court.** Applications to the Court for an order relating to materials or documents designated Confidential Information shall be by motion. Nothing in this Order or any action or agreement of a party under this Order limits the Court's power to make orders concerning the disclosure of documents produced in discovery or at trial.

11. **Use of Confidential Documents or Information at Trial.** Nothing in this Order shall be construed to affect the use of any document, material, or information at any trial or hearing. A party that intends to present or that anticipates that another party may present Confidential Information at a hearing or trial shall bring that issue to the Court's and parties' attention by motion or in a pretrial memorandum without disclosing the Confidential Information. The Court may thereafter make such orders as are necessary to govern the use of such documents or information at trial.

12. **Confidential Information Subpoenaed or Ordered Produced in Other Litigation.**

(a) If a receiving party is served with a subpoena or an order issued in other litigation that would compel disclosure of any material or document designated in this action as Confidential Information, the receiving party must so notify the designating party, in writing, immediately and in no event more than three court days after receiving the subpoena or order. Such notification must include a copy of the subpoena or court order.

(b) The receiving party also must immediately inform in writing the party who caused the subpoena or order to issue in the other litigation that some or all of the material covered by the subpoena or order is the subject of this Order. In addition, the receiving party must deliver a copy of this Order promptly to the party in the other action that caused the subpoena to issue.

(c) The purpose of imposing these duties is to alert the interested persons to the existence of this Order and to afford the designating party in this case an opportunity to try to protect its Confidential Information in the court from which the subpoena or order issued. The designating party shall bear the burden and the expense of seeking protection in that court of its Confidential Information, and nothing in these provisions should be construed as authorizing or encouraging a receiving party in this action to disobey a lawful directive from another court. The

obligations set forth in this paragraph remain in effect while the party has in its possession, custody or control Confidential Information by the other party to this case.

13. **Challenges by Members of the Public to Sealing Orders.** A party or interested member of the public has a right to challenge the sealing of particular documents that have been filed under seal, and the party asserting confidentiality will have the burden of demonstrating the propriety of filing under seal.

14. **Obligations on Conclusion of Litigation.**

(a) **Order Continues in Force.** Unless otherwise agreed or ordered, this Order shall remain in force after dismissal or entry of final judgment not subject to further appeal.

(b) **Obligations at Conclusion of Litigation.** Within sixty-three days after dismissal not subject to further appeal or entry of final judgment not subject to further appeal, all Confidential Information and documents marked “CONFIDENTIAL - SUBJECT TO PROTECTIVE ORDER” under this Order, including copies as defined in ¶ 3(a), shall be returned to the producing party unless: (1) the document has been offered into evidence or filed without restriction as to disclosure; (2) the parties agree to destruction to the extent practicable in lieu of return<sup>1</sup>; or (3) as to documents bearing the notations, summations, or other mental impressions of the receiving party, that party elects to destroy the documents and certifies to the producing party that it has done so.

(c) **Retention of Work Product and one set of Filed Documents.** Notwithstanding the above requirements to return or destroy documents, counsel may retain (1) attorney work product, including an index that refers or relates to designated Confidential Information so long as that work product does not duplicate verbatim substantial portions of Confidential Information,

and (2) one complete set of all documents filed with the Court including those filed under seal. Any retained Confidential Information shall continue to be protected under this Order. An attorney may use his or her work product in subsequent litigation, provided that its use does not disclose or use Confidential Information.

(d) **Deletion of Documents filed under Seal from Electronic Case Filing (ECF) System.** Filings under seal shall be deleted from the ECF system only upon order of the Court.

15. **Order Subject to Modification.** This Order shall be subject to modification by the Court on its own initiative or on motion of a party or any other person with standing concerning the matter.

16. **No Prior Judicial Determination.** This Order is entered based on the representations and agreements of the parties and for the purpose of facilitating discovery. Nothing herein shall be construed or presented as a judicial determination that any document or material designated Confidential Information by counsel or the parties is entitled to protection under Rule 26(c) of the Federal Rules of Civil Procedure or otherwise until such time as the Court may rule on a specific document or issue.

17. **Persons Bound.** This Order shall take effect when entered and shall be binding upon all counsel of record and their law firms, the parties, and persons made subject to this Order by its terms.

SO ORDERED.

Dated: 12/2/2020

  
\_\_\_\_\_  
Judge Matthew F. Kennelly

WE SO MOVE and agree to abide by the terms of this Order

/s/ Eddy Copot

Eddy Copot  
Pro Se  
6607 Western Avenue  
630.542.5151  
[copotlaw@outlook.com](mailto:copotlaw@outlook.com)

/s/ Daniel Y. Kim

Shanthi V. Gaur  
Jenna Kim  
Daniel Y. Kim  
LITTLER MENDELSON, P.C.  
321 North Clark Street, Suite 1100  
Chicago, IL 60654  
312.372.5520  
[sgaur@littler.com](mailto:sgaur@littler.com)  
[jekim@littler.com](mailto:jekim@littler.com)  
[dkim@littler.com](mailto:dkim@littler.com)

**ATTACHMENT A**

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

**EDDY COPOT,**

Plaintiff,

v.

**STEWART TITLE GUARANTY  
COMPANY, et al.**

Defendants.

No. 19-cv-06987

Honorable Matthew F. Kennelly

Magistrate Judge Jeffrey T. Gilbert

**ACKNOWLEDGMENT AND  
AGREEMENT TO BE BOUND**

The undersigned hereby acknowledges that he/she has read the Confidentiality Order dated \_\_\_\_\_ in the above-captioned action and attached hereto, understands the terms thereof, and agrees to be bound by its terms. The undersigned submits to the jurisdiction of the United States District Court for the Northern District of Illinois in matters relating to the Confidentiality Order and understands that the terms of the Confidentiality Order obligate him/her to use materials designated as Confidential Information in accordance with the Order solely for the purposes of the above-captioned action, and not to disclose any such Confidential Information to any other person, firm or concern.

The undersigned acknowledges that violation of the Confidentiality Order may result in penalties for contempt of court.

Name: \_\_\_\_\_

Job Title: \_\_\_\_\_

Employer: \_\_\_\_\_

Business Address: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

Date: \_\_\_\_\_

\_\_\_\_\_  
Signature

1  
2  
3  
4  
5  
6  
7  
8  
9  
10  
11  
12  
13  
14  
15  
16  
17  
18  
19  
20  
21  
22  
23  
24  
25

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

EDDY COPOT,	}	Docket No. 19 C 6987
Plaintiff,		
vs.		
STEWART TITLE GUARANTY COMPANY, et al,		Chicago, Illinois November 25, 2020 8:45 o'clock a.m.
Defendants.		

TRANSCRIPT OF PROCEEDINGS - STATUS  
BEFORE THE HONORABLE MATTHEW F. KENNELLY

APPEARANCES:

Pro Se Plaintiff:	MR. EDDY COPOT 6607 Western Avenue Willowbrook, IL 60527 630-542-5151
For the Defendant:	LITTLER MENDELSON, P.C. BY: MS. SHANTHI V. GAUR 321 North Clark Street, Suite 1000 Chicago, IL 60654 (312) 372-5520
Court Reporter:	MS. CAROLYN R. COX, CSR, RPR, CRR, FCRR Official Court Reporter 219 S. Dearborn Street, Suite 2102 Chicago, Illinois 60604 (312) 435-5639

1 (The following proceedings were had telephonically:)

2 THE CLERK: Case 19 C 6987, Copot v. Stewart title.

3 THE COURT: Can the plaintiff please give your name  
4 for the record.

5 MR. COPOT: Eddy Copot, plaintiff.

6 THE COURT: And counsel for the defendant.

7 MS. GAUR: Shanthi Gaur for the defendant.

8 THE COURT: I'm going to basically go through as best  
9 I can the motion to compel -- the amended motion to compel by  
10 the plaintiff and deal with it. I may have a couple questions  
11 as I go, but I think this is the most efficient way to do it.

12 So I'm going to make one initial comment. On page 11  
13 of the amended motion, there's a request to overrule  
14 objections to I believe it's something like 37 or 38  
15 interrogatories, and it's -- I'm not going to rule on that. I  
16 mean, I guess I'm going to overrule the blanket request that  
17 is not explained in any reasonably intelligible way to  
18 overrule objections to 38 requests.

19 So I'm basically organizing my comments based on the  
20 defendants' response, which deals with most, if not all, of  
21 the arguments in the plaintiff's motion. So I'm going to kind  
22 of walk through it that way.

23 So the first -- with respect to interrogatory No. 1,  
24 I think the answer is adequate. The defendant has represented  
25 it's complete. The defendant is being held to that



1 representation, so that answer is adequate.

2 Interrogatory No. 2 asks for information regarding  
3 whether a particular individual named Grujanac,  
4 G-r-u-j-a-n-a-c, was ever, quote, warned or counseled  
5 concerning any alleged unsatisfactory performance, and the  
6 response basically was that, well, he wasn't subject to any  
7 formal written counseling, and the defendant says, well, he's  
8 no longer with the company. The only way we could confirm  
9 whether he was counseled is to review his file to see if there  
10 was anything in writing; there isn't.

11 I don't regard that as an adequate response. When an  
12 entity like the defendant is given an interrogatory, it has to  
13 make due diligence -- a diligent inquiry, and that doesn't  
14 necessarily just mean limiting it to reviewing the file. If  
15 there was some verbal counseling or verbal warning of any  
16 kind, that's responsive to the interrogatory and that's a  
17 completely proper interrogatory. So the answer to  
18 interrogatory No. 2 is not adequate and needs supplemented.

19 Interrogatory No. 3 asks for information regarding  
20 whether the plaintiff's, quote, work performance has ever been  
21 unsatisfactory, close unquote. There is an initial objection  
22 that "unsatisfactory" is vague and ambiguous. That is absurd.  
23 There is nothing the least bit vague about it. The defendant  
24 has to answer this interrogatory completely and cannot, as it  
25 has done artificially, limited its response to the grounds it

1 set for termination. Part of what a plaintiff asks for in a  
2 case like this is, aside from what you cited to terminate me,  
3 was my performance adequate? Was it ever considered  
4 unsatisfactory? And that's a completely appropriate  
5 interrogatory. So the answer to interrogatory No. 3 is  
6 inadequate. It has to be supplemented.

7 No. 5, with the supplementation that's provided in  
8 the response to the motion to compel, specifically, at the top  
9 of page 5, in my view, the answer is reasonably complete in  
10 terms of what I would consider to be a proper scope of this  
11 interrogatory, both in terms of geography and in terms of  
12 supervisors.

13 Next is a section that deals with interrogatories  
14 over the, quote, legal maximum of 25. And I made at an  
15 earlier hearing a comment I think that touched on this, and  
16 it's quite obvious to me that plaintiff has served way more  
17 than 25 interrogatories, if you count them properly, and so  
18 I'm going to deal with the specific points that are made by  
19 the defendant in this section here, which involves  
20 interrogatory numbers 7, 13, 16, 17, 20, 22, 24, and 25.

21 So on No. 7, the plaintiff in the motion modified it  
22 or limited it. It counts as one interrogatory as limited. I  
23 don't agree with the defendants' objection that the  
24 interrogatory -- the interrogatory's time frame is overly  
25 broad. So it goes from January 2015 to the present, and the

1 defendant says, well, the plaintiff only worked there from  
2 April of 2017 through October 2018. It's pretty common and  
3 reasonable for a plaintiff in an employment case to try to  
4 bracket on either end the time that the plaintiff worked  
5 there. So I don't think that the time is overbroad and I  
6 think I'm going to overrule that particular objection.

7 In terms of salary information regarding other  
8 people, I don't see the relevance of it and it hasn't been  
9 explained, and in any event, that particular -- (telephone  
10 static) -- the defendant asked for educational level, salary  
11 level, grades of pay, all salary increases, the dates on which  
12 they became effective, whether they were terminated; if so,  
13 the reason for the termination. That's multiple  
14 interrogatories. I will say that the date and basis for  
15 termination seems relevant, but that's the extent of it.

16 Okay. So everybody, other than my court reporter,  
17 myself, and the courtroom deputy, is directed to sign off of  
18 the call and sign back on. This seems to happen in every call  
19 that I have on this case. Somebody has got a rotten  
20 connection. I don't know who it is. So sign off right now.  
21 I'll wait for you to sign back on.

22 (Brief pause.)

23 THE COURT: So I'm on interrogatory No. 13 now.

24 There's an argument made -- about on page 7 of the  
25 response -- about similarly situated people. So I need the

1 defendant to articulate for me why it is that you contend that  
2 employees that worked at other offices are not similarly  
3 situated to the plaintiff.

4 MS. GAUR: The argument, Judge, is that to the extent  
5 that those employees reported to different people, had  
6 different decisionmakers involved in their decision, then  
7 they're not relevant to the plaintiff.

8 THE COURT: This is an interrogatory that asks about  
9 everybody who was terminated and the details of their  
10 termination. And if I'm understanding it right -- you'll  
11 correct me if I'm wrong, Mr. Copot -- it's not limited to  
12 people who were terminated for misconduct; am I correct??

13 MS. GAUR: Correct.

14 THE COURT: Yeah. Second question for the defendant.  
15 Is there any kind of a code of conduct or work rules or  
16 anything like that that is used by the defendant during the  
17 relevant time in determining whether or not to terminate  
18 people?

19 MS. GAUR: There is a handbook that in general will  
20 state certain infractions. However, terminations can occur  
21 beyond what's written in the handbook. For example, in this  
22 case, the termination that occurred was related to a specific  
23 incident that's not, I don't think, specifically listed in a  
24 handbook or in the claims manual.

25 THE COURT: Okay. Thank you. You've answered my

1 question.

2           So look, Mr. Copot, I think this interrogatory is  
3 overly broad. It basically asks, tell me everybody who has  
4 been terminated and why they have been terminated. You've  
5 made no effort to limit these things, despite the comments  
6 that I made at earlier hearings, and I'm not going to sit here  
7 and limit them for you. You know, you have decided to  
8 represent yourself. You're going to have to follow the same  
9 rules as everybody else, and this interrogatory is overly  
10 broad as worded.

11           So I don't agree with the proposition that just  
12 because, period, there's a person who has a different  
13 supervisor means that they're not comparable. That may be  
14 true and it's a factor to be considered, but it's not true in  
15 every case. It may depend on the nature of the misconduct.  
16 It may -- that's cited as the reason for the termination of  
17 the plaintiff. It may depend on whether there were any  
18 standard rules or procedures that were applicable. It may  
19 depend on a lot of things. But right now, the interrogatory  
20 is too broad.

21           I will make one other -- I'm not going to enforce it  
22 as written. I'll make one other comment about misconduct  
23 because the defendant says, well, plaintiff was terminated  
24 because he forged signatures and other types of misconduct  
25 aren't relevant. I completely disagree with that argument.

1 Misconduct does not have to be identical; it has to be  
2 comparable. Comparable doesn't mean the same thing as  
3 identical. It's broader. As of right now, I've got an overly  
4 broad interrogatory and I am not going to enforce it.

5 Next is 16. As it's been narrowed by the plaintiff,  
6 the two points I think are closely related enough to count as  
7 one interrogatory. I don't know what the overall count is,  
8 and I am going to come back to that kind of at the end of  
9 this.

10 No. 7, I agree with the defendant. These are two  
11 separate interrogatories. The first one, general information  
12 about this Ms. Moseley's employment with STG is overly broad  
13 and irrelevant. Number two, which is all communications  
14 relating to plaintiff, given the fact that she was the  
15 plaintiff's administrative assistant or some sort of  
16 assistant, that's wildly overly broad. The plaintiff would  
17 have to narrow that by terms of time and subject matter. I'm  
18 not enforcing that one.

19 No. 20, I agree with the defendant that there's at  
20 least three separate interrogatories there.

21 And we're way over 25 at this point.

22 No. 22, I agree with the defendant. There are  
23 several separate interrogatories contained in this one.

24 Same is true with No. 24.

25 There's a comment made in the response that the

1 defendant said it would produce the claims manual upon entry  
2 of a confidentiality order. I am going to hold the defendant  
3 to that commitment. We will come to the confidentiality order  
4 in a second.

5 On No. 25, it's at least 8 interrogatories that are  
6 contained within that, so I'm not enforcing that one. It's  
7 way over the limit without any effort made to justify going  
8 over the limit and without any prior request to go over the  
9 limit, I might add.

10 Now we are to the document requests.

11 So I'm over on page 11, and it cites five specific  
12 claim files which are numbered. This is in the second  
13 paragraph from the bottom on page 11. What are these claim  
14 files? Are these the claim files, Mr. Copot, that involved --  
15 that are cited by the defendant as involving the alleged  
16 misconduct, or are they something else?

17 MR. COPOT: Correct, they're cited by the defendant.

18 THE COURT: Okay. Thanks.

19 MS. GAUR: Judge, if I may, not --

20 THE COURT: No, you may not. No, you may not. I  
21 didn't ask you a question. I am ruling, so zip it now.

22 So here's the deal. This may have happened already.  
23 The defendant has to produce the entirety of the claim files  
24 on the claims that are cited as the basis for the termination.  
25 The problem with the document request has to do with documents

1 related to those claim files. I made this same comment when I  
2 ruled on the defendants' motion to compel is that is, in fact,  
3 a vague term and it makes the interrogatory overly broad.

4 Next is part of the same issue. It seems like in  
5 paragraph 8- -- well, it seems like there is a request for  
6 every claim file that Mr. Copot handled, not just the ones  
7 that are cited as the basis for his termination but every  
8 other one.

9 Am I understanding that correctly, Mr. Copot, that  
10 you're looking for all of the claim -- to get production of  
11 all of the claim files that you handled during your time at  
12 the company?

13 MR. COPOT: Correct.

14 THE COURT: I need you to explain to me the relevance  
15 of the ones that aren't cited as the basis for misconduct.

16 MR. COPOT: The relevancy is that the policies and  
17 procedures in handling those claim files are documented with  
18 the defendant, and it will show compliance, plaintiff's  
19 compliance, with company policies and procedures.

20 THE COURT: Okay. So let me make sure I'm  
21 understanding. So you're wanting to get the production of the  
22 other files to show that you complied with the policies and  
23 procedures on those files. Am I understanding you correctly?

24 MR. COPOT: Correct.

25 THE COURT: That doesn't seem to be a matter in



1 controversy. The defendant isn't claiming that you didn't on  
2 those files, as I understand it. Am I understanding it wrong?

3 MR. COPOT: Well, defendant cited specific files that  
4 those procedures were not followed. I'm requesting other  
5 files to show that there was a pattern and practice by the  
6 plaintiff following --

7 THE COURT: Got it, that you were doing it the same  
8 way on these other files and they didn't cite you on those.  
9 Now am I understanding it right?

10 MR. COPOT: Correct.

11 THE COURT: Okay. Thank you.

12 So here's the deal. I don't know how many claim  
13 files you handled during the time you were there. Ballpark,  
14 what are we talking about? Are we talking about 50? Are we  
15 talking about 500? What is it?

16 MR. COPOT: Ballpark, between 100 to maybe up to 500.

17 THE COURT: Okay. It's not reasonable to ask for  
18 that many claim files for the particular purpose you  
19 described. It seems to me that what you ought to be doing is  
20 basically asking for some sampling of those. If the idea is  
21 you want to show, hey, wait a second, I didn't do anything  
22 different here than I did on any other claim file or the  
23 particular claim files, then I think you are going to have to  
24 narrow this down and say, give me these 15 files or, give me  
25 all of the files for, you know, April of 2018 or whatever.

1 You're going to have to come up with something narrower. It's  
2 not reasonable, it's overly broad, it's unduly burdensome to  
3 require the defendant to produce every claim file that you  
4 worked in your tenure with the company. So you're going to  
5 have to narrow that one down; that's the ruling. I'm not  
6 enforcing it as worded.

7 As far as the documents relating to, so when we're  
8 talking about -- the production of the claim files themselves  
9 is going to be sufficient. As I said, the requests for all  
10 documents related to the claim files is overly broad.

11 Okay. Now we're to the last part. Well, let's see  
12 here.

13 I'm on pages -- I'm at the section that starts at the  
14 bottom of page 12 of the defendants' response. I don't see  
15 anything wrong about the defendant saying, you know, we'll  
16 produce responsive documents once the confidentiality order is  
17 entered or, we've already produced these documents or  
18 whatever. That's particularly -- that's perfectly fine.

19 You have an issue on the confidentiality order, which  
20 I am going to get to in a second, or a couple of issues.

21 Working my way down page 13, there was a request, I  
22 think it's probably about a dozen and a half or maybe 15  
23 requests just asking for documents relating to other  
24 employees, documents regarding all internal and external  
25 complaints made against the defendant, any document that has

1 anything to do with the plaintiff's employment in any way.  
2 Those are wildly overbroad. They have not been justified.  
3 I'm not enforcing them.

4 The related to, use of the phrase "related to" or  
5 "relating to," I've already ruled on that, both in the context  
6 of the defendants' motion and earlier in the context of this  
7 motion. I think it's vague.

8 Now I'm to the confidentiality order. So it seems  
9 like the dispute -- there's a handful of disputes which I  
10 would like to get -- which would I like to just deal with as  
11 best I can here right now.

12 So on page 14, the defendant takes issue with the  
13 fact that the plaintiff removed two categories of confidential  
14 information suggested by the defendant, and those would be  
15 information related to claims handled by the defendant on  
16 behalf of any current or former insured and medical  
17 information regarding current or former employees. Those are  
18 appropriate inclusions in confidential information for the  
19 reasons cited by the defendant in the motion, so they should  
20 not be removed.

21 As we get down the road, if there's some reason to  
22 believe that some of those documents aren't actually  
23 confidential, then I can deal with that on an item-by-item  
24 basis or a category-by-category basis; but as of right now,  
25 those types of information are appropriately declared as

1 confidential.

2           The paragraph that goes from page 14 over to 15, I  
3 agree with the defendant. You cannot blanket designate every  
4 document as confidential. If -- I'm just going to warn you  
5 right now; this is the equivalent of a Miranda warning here --  
6 if you do and if the plaintiff designates -- just, you know,  
7 just goes hog wild on the confidentiality stamp, so to speak,  
8 and the defendant challenges it and they win, there's going to  
9 be a sanction imposed for improper designation as  
10 confidential. That's why we have in these orders categories  
11 of items that can be appropriately designated as confidential.

12           The next issue -- and I'm on page 15 -- has to do  
13 with Section 5 which defendant wanted to say, well, we can  
14 disclose anything that we get in discovery to the ARDC and to  
15 auditors. The answer is emphatically no. Documents are being  
16 produced for a lawsuit. This isn't documents that are being  
17 produced for your audit. This isn't documents that are being  
18 produced for you to turn over to the ARDC. It's documents  
19 being produced for the litigation and it's going to be limited  
20 as such, and that needs to be in the protective order.

21           So here's the deal. I'm giving you guys a deadline  
22 of next Tuesday to finalize a protective order. If I don't  
23 get one that's finalized, I'm just going to enter one on my  
24 own, and nobody's going to like it, because it's basically  
25 going to be the default protective order that we have on our

1 website. We have to get by this now. I've got people not  
2 producing documents. They're saying, we'll produce documents  
3 once we get a protective order.

4           You people are futzing around with the protective  
5 order. That's spelled f-u-t-z-i-n-g. It's a euphemism for  
6 something else. Okay? It needs to stop. If I don't have an  
7 agreed protective order in my email in-box for signature by  
8 the close of business next Tuesday, on Wednesday of next week,  
9 I am going to enter the default protective order that's  
10 provided in the website in the local rules. That's it.

11           So the ruling is going to say that the amended motion  
12 to compel is granted in part and denied in part as stated on  
13 the record.

14           In terms of, you know, discovery cutoff dates, I know  
15 that honestly, because of what I just said, you guys are  
16 nowhere near probably finishing discovery. Somebody's going  
17 to have to file a motion to extend it, and you're going to  
18 have to explain in the motion exactly what it is that remains  
19 to be done and exactly who it is that's going to be deposed so  
20 that I can make a reasonable assessment of, A, whether I  
21 should give you an extension, and, B, how long. This  
22 concludes the status hearing.

23           The next status hearing is going to be held on --  
24 hang on a second. I just got to get my calendar back up. The  
25 next status hearing is going to be held on the 22nd of

1 December at 8:30 in the morning by phone, same as today.

2 If I were in your shoes, I would not wait for that  
3 date to file whatever motion you're going to file to extend  
4 the discovery cutoff date.

5 Thank you very much. Have a nice day. We're calling  
6 another case now.

7 MR. COPOT: Thank you.

8 MS. GAUR: Thank you.

9 (Which were all the proceedings had in the above-entitled  
10 cause on the day and date aforesaid.)

11 I certify that the foregoing is a correct transcript from  
12 the record of proceedings in the above-entitled matter.

13 Carolyn R. Cox Date \_\_\_\_\_  
14 Official Court Reporter  
15 Northern District of Illinois  
16 /s/Carolyn R. Cox, CSR, RPR, CRR, FCRR  
17  
18  
19  
20  
21  
22  
23  
24  
25

Return To.

UST Global Recording Dept.  
C/O Solutionstar Settlement Services  
345 Rouser Road Suite 201  
Moon Twp., PA 15108

Name & Address of Taxpayer:  
**EDDY COPOT AND HOLLY COPOT**  
7966 KNOTTINGHAM CIRCLE A  
DARIEN, IL 60561

This document prepared by:

**ERIC FELDMAN, ESQ.**  
120 WEST MADISON STREET, SUITE 920  
CHICAGO, IL 60602  
866-333-3081

Tax ID No.:  
09-33-115-024



**FRED BUCHOLZ**  
**DUPAGE COUNTY RECORDER**  
AUG.02,2013 RHSP 2:10 PM  
QCD 09-33-115-024  
**006 PAGES R2013-112515**

QUIT CLAIM DEED

STATE OF ILLINOIS  
COUNTY OF DU PAGE

THIS INDENTURE made and entered into on this 25<sup>th</sup> day of JULY, 2013, by and between **EDDY COPOT**, 7966 KNOTTINGHAM CIRCLE A, DARIEN, IL 60561 hereinafter referred to as Grantor(s) and **EDDY COPOT AND HOLLY COPOT, HUSBAND AND WIFE, AS JOINT TENANTS WITH RIGHT OF SURVIVORSHIP**, 7966 KNOTTINGHAM CIRCLE A, DARIEN, IL 60561, hereinafter referred to as Grantee(s).

WITNESSETH: That the said Grantors, for and in consideration of the sum of ONE and NO/100 (\$1.00) DOLLAR, cash in hand paid, the receipt of which is hereby acknowledged, have this day remise, release, quitclaim, grant, sell, and convey to the said Grantee following described real estate located in DU PAGE County, ILLINOIS:

SEE ATTACHED EXHIBIT "A"

Also known as: 7966 KNOTTINGHAM CIRCLE A, DARIEN, IL 60561  
Property Tax ID No.: 09-33-115-024

SUBJECT TO EASEMENTS AND RESTRICTIONS OF RECORD.

Prior instrument reference: BOOK R2008 PAGE 128567, Recorded: 08/18/2008

TO HAVE AND TO HOLD the lot or parcel above described together with all and singular the rights, privileges, tenements, hereditaments and appurtenances thereunto belonging or in anywise appertaining unto the said Grantee and unto heirs, administrators, successors or assigns, forever in FEE SIMPLE of the Grantee(s).

And that said conveyance does not render the grantor insolvent nor is it for the purpose of defrauding any of the creditors of the Grantor(s).

AFFIX TRANSFER TAX STAMP

Assessor's parcel No. 09-33-115-024

IN WITNESS WHEREOF, the said Grantors have hereunto set their hands and seals on this 25<sup>th</sup> day of JULY, 2013.

*Eddy Copot*  
EDDY COPOT

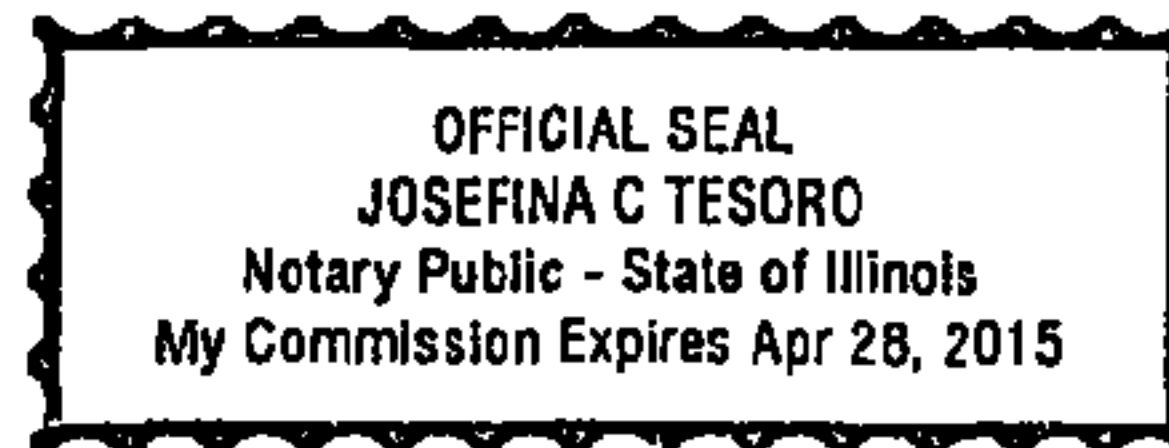
STATE OF ILLINOIS  
COUNTY OF DUPAGE

I, the undersigned, a Notary Public in and on said County, in the State aforesaid, DO HEREBY CERTIFY THAT EDDY COPOT is personally known to me to be the same person whose name(s) is/are subscribed to the foregoing instrument, appeared before me this day in person, and acknowledged that he/she/they signed, sealed and delivered said instrument as his/her/their free and voluntary act, for the purposes therein set forth, including the release and waiver of the right of homestead.

Given under my hand and notarial seal, this 25<sup>th</sup> day of JULY, 2013

*Josefina C Tesoro*  
Notary Public

My commission expires 4-28-15





STATEMENT BY GRANTOR AND GRANTEE

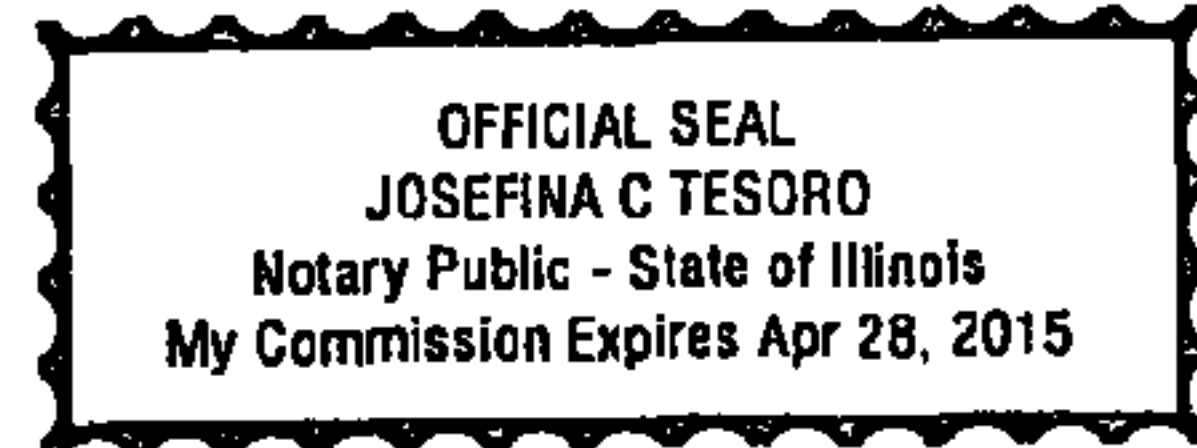
The grantor or her/his agent affirms that, to the best of her/his knowledge, the name of the grantee shown on the deed or assignment of beneficial interest in a land trust is either a natural person, an Illinois corporation or foreign corporation authorized to do business or acquire and hold title to real estate in Illinois, a partnership authorized to do business or acquire and hold title to real estate in Illinois, or other entity recognized as a person and authorized to do business or acquire title to real estate under the laws of the State of Illinois.

Dated JULY 25, 2013

Signature: [Signature]  
Grantor or Agent

Subscribed and sworn to before me, JOSEFINA C. TESORO,

By the said GRANTOR  
This 25<sup>th</sup> day of JULY, 2013  
Notary Public [Signature]



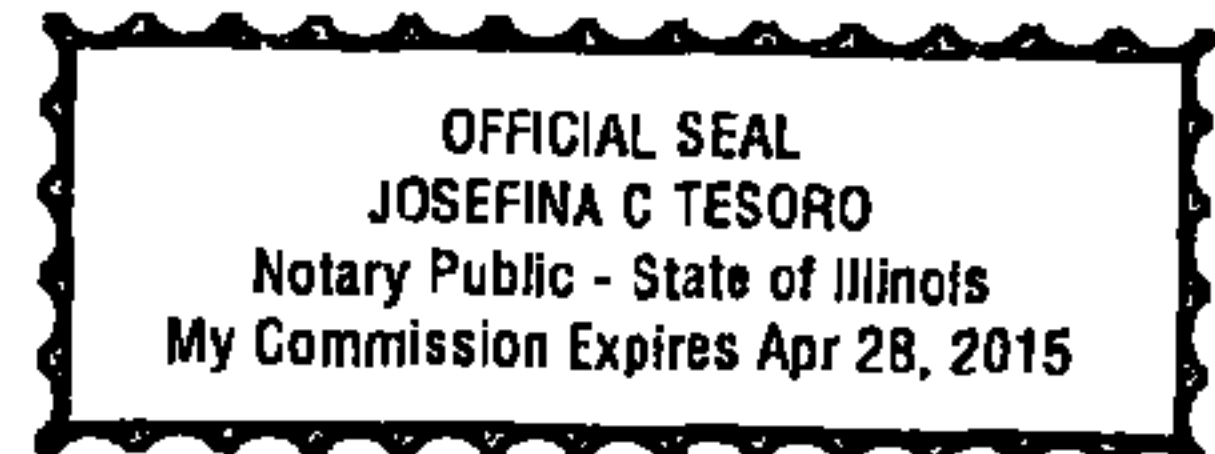
The grantee or her/his agent affirms and verifies that the name of the grantee shown on the deed or assignment of beneficial interest in a land trust is either a natural person, an Illinois corporation or foreign corporation authorized to do business or acquire and hold title to real estate in Illinois, a partnership authorized to do business or acquire and hold title to real estate in Illinois or other entity recognized as a person and authorized to do business or acquire title to real estate under the laws of the State of Illinois.

Dated JULY 25, 2013

Signature: [Signature]  
Grantee or Agent

Subscribed and sworn to before me, JOSEFINA C. TESORO,


By the said GRANTEE  
This 25<sup>th</sup> day of JULY, 2013  
Notary Public [Signature]



Note: Any person who knowingly submits a false statement concerning the identity of a Grantee shall be guilty of a Class C misdemeanor for the first offense and of a Class A misdemeanor for subsequent offenses.

(Attach to deed or ABI to be recorded in Cook County, Illinois if exempt under provisions of Section 4 of the Illinois Real Estate Transfer Tax Act.)

OR  
"Exempt under provisions of Paragraph c)"  
Section 31-45; Real Estate Transfer Tax Act

 8/1/2013  
Date Buyer, Seller or Representative

**MUNICIPAL TRANSFER STAMP (If Required) DU PAGE COUNTY/ILLINOIS TRANSFER STAMP**

**Name & Address of Preparer:**

**ERIC FELDMAN, ESQ.  
120 WEST MADISON STREET, SUITE 920  
CHICAGO, IL 60602  
866-333-3081**

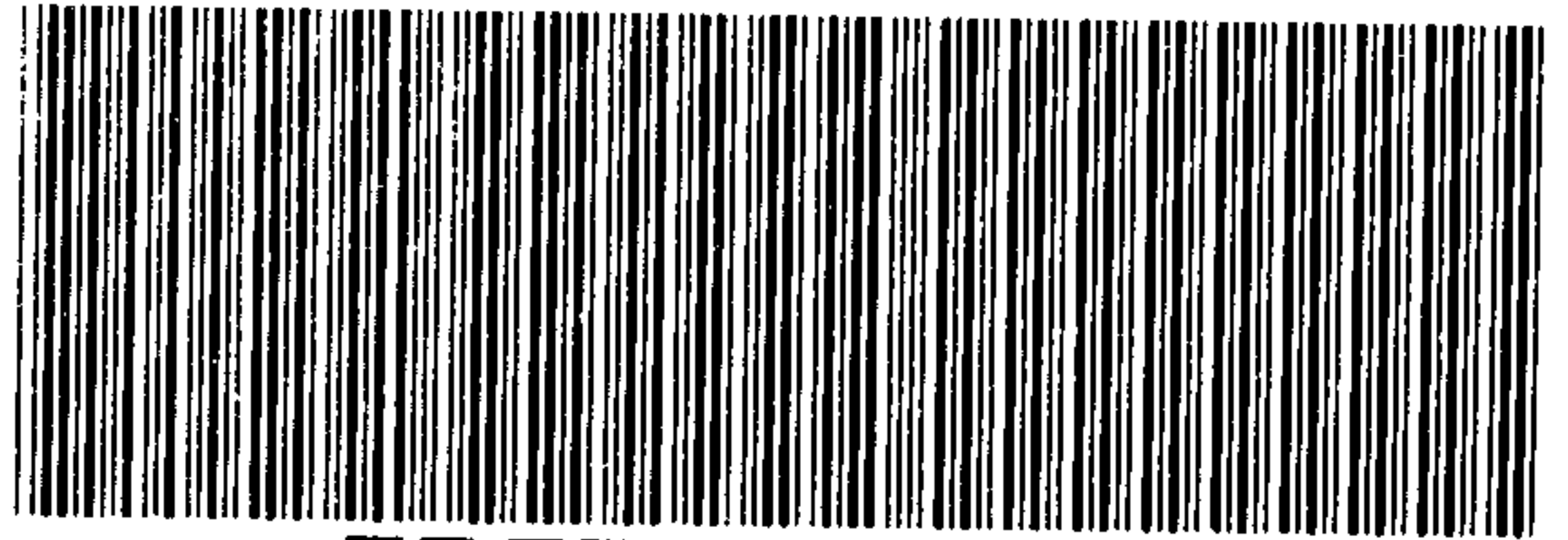
EXHIBIT A  
LEGAL DESCRIPTION

UNIT 4-23 IN DEVONSHIRE CONDOMINIUM AS DELINEATED ON A SURVEY OF THE FOLLOWING DESCRIBED REAL ESTATE: CERTAIN PORTIONS OF LOTS 1 AND 2 IN DEVONSHIRE, BEING A SUBDIVISION IN THE SOUTHWEST QUARTER OF SECTION 28 AND IN THE NORTHWEST QUARTER OF SECTION 33, TOWNSHIP 38 NORTH, RANGE 11, EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED DECEMBER 7, 1981 AS DOCUMENT NO. R81-64227, IN DUPAGE COUNTY, ILLINOIS, WHICH SURVEY IS ATTACHED AS EXHIBIT A TO THE DECLARATION OF CONDOMINIUM RECORDED AS DOCUMENT NO. R82-37427, TOGETHER WITH ITS UNDIVIDED PERCENTAGE INTEREST IN THE COMMON ELEMENTS.

BEING THE SAME PROPERTY CONVEYED TO EDDY COPOT BY DEED FROM AUDREY J SCOTT DIVORCED AND NOT REMARRIED, THOMAS SCOTT MARRIED AND SHARON MARTIN MARRIED RECORDED 08/18/2008 IN DEED BOOK R2008 PAGE 128567, IN THE OFFICE OF THE RECORDER OF DEEDS FOR DU PAGE, ILLINOIS.

TAX ID# 09-33-115-024

PROPERTY COMMONLY KNOWN AS: 7966 KNOTTINGHAM CIRCLE A, DARIEN, IL 60561



**Warranty Deed  
TENANCY BY THE ENTIRETY  
Statutory (ILLINOIS)  
(Individual to Individual)**

THE GRANTOR (NAME AND ADDRESS)

EDDY COPOT and  
HOLLY COPOT, his wife

**FRED BUCHOLZ**  
**DUPAGE COUNTY RECORDER**  
FEB.08,2016 RHSP 12:52 PM  
DEED \$40.00 09-33-115-024  
**002 PAGES R2016-012183**

(The Above Space For Recorder's Use Only)

of the Village of Darien County of DuPage, State of Illinois for and in consideration of TEN  
(10) DOLLARS, and other good and valuable consideration in hand paid, CONVEY s and WARRANT s to

1/2  
Attorney's Title Guaranty  
Fund, Inc.  
1 S. Wacker Dr., Ste. 2400  
Chicago, IL. 60606-4650  
Attention: Search Department

Jonas Baltuska and Lauren Hughes, his wife  
of 2140 W. Moffat, unit 2  
Chicago, IL. 60647

(NAMES AND ADDRESS OF GRANTEE(S))

the following described Real Estate situated in the County of Cook in the State of Illinois, to wit: (See reverse side for legal description.) hereby releasing and waiving all rights under and by virtue of the Homestead Exemption Laws of the State of Illinois. \* **TO HAVE AND TO HOLD said premises as husband and wife, neither as Joint Tenants nor as Tenants in Common, but as TENANTS BY THE ENTIRETY forever.** SUBJECT TO: General taxes for 2015 and subsequent years.

Permanent Index Number (PIN): 09-33-115-024-0000

Address(es) of Real Estate: 7966 Knottingham Circle, Unit A, Darien, Illinois 60561

DATED this 1 day of FEB, 2016.

PLEASE  
PRINT OR  
TYPE NAME(S)  
BELOW  
SIGNATURE(S)

EDDY COPOT

HOLLY COPOT

State of Illinois, County of Cook ss. I, the undersigned, a Notary Public in and for said County, in the State aforesaid, DO HEREBY CERTIFY that HOLLY COPOT is personally known to me to be the same person whose name is subscribed to the foregoing instrument, appeared before me this day in person, and acknowledged that she signed, sealed and delivered the said instrument as her free and voluntary act, for the uses and purposes therein set forth, including the release and waiver of the right of homestead.

IMPRESS SEAL HERE

Given under my hand and official seal, this 14th day of January, 2016.

Commission expires September 29 2019.

NOTARY PUBLIC

This instrument was prepared by Mark E. Becker  
Law Office of Mark E. Becker 1105 Burlington Ave. Western Springs, IL 60558  
(NAME AND ADDRESS)

\* If Grantor is also Grantee you may wish to strike Release and Waiver of Homestead Rights.



## Legal Description

of premises commonly known as: 7966 Knottingham Circle, Unit A, Darien, Illinois 60561

Unit 4-23 in Devonshire Condominium as delineated on a survey of the following described real estate: Certain portions of Lots 1 and 2 in Devonshire, being a subdivision in the Southwest  $\frac{1}{4}$  of Section 28, and in the Northwest  $\frac{1}{4}$  of Section 33, Township 38 North, Range 11, East of the Third Principal Meridian, according to the Plat thereof recorded December 7, 1981 as Document No. R81-64227, in DuPage County, Illinois, which survey is attached as Exhibit A to the Declaration of Condominium recorded as Document No. R82-37427, together with its undivided percentage interest in the common elements.

State of Illinois, County of Cook ss. I, the undersigned, a Notary Public in and for said County, in the State aforesaid, DO HEREBY CERTIFY that EDDY COPOT is personally known to me to be the same person whose name is subscribed to the foregoing instrument, appeared before me this day in person, and acknowledged that he signed, sealed and delivered the said instrument as her free and voluntary act, for the uses and purposes therein set forth, including the release and waiver of the right of homestead.

**OFFICIAL SEAL**  
**MARK E BECKER**  
Notary Public - State of Illinois  
My Commission Expires Aug 14, 2019

Given under my hand and official seal, this 1 day of February, 2016

Commission expires August 14 2019.

Mark E Becker  
NOTARY PUBLIC

MAIL  
TO:

Jonas Baltuska  
Monty S. Boatright, Esq.  
7966 Knottingham Circle Unit A  
4653 No. Milwaukee Avenue  
Darien IL 60561

### SEND SUBSEQUENT TAX BILLS TO:

Jonas Baltuska

(Name)

7966 Knottingham Circle, Unit A

(Address)

Darien, IL 60561

(City, State and Zip)

OR RECORDER'S OFFICE BOX NO. \_\_\_\_\_

### REAL ESTATE TRANSFER TAX

08-Feb-2016



COUNTY:	67.50
ILLINOIS:	135.00
TOTAL:	202.50

09-33-115-024

| 20160102264197 | 1-986-114-112

**BEFORE THE HEARING BOARD OF THE ILLINOIS ATTORNEY REGISTRATION  
AND DISCIPLINARY COMMISSION**

In the Matter of:

EDDY COPOT

Attorney-Respondent

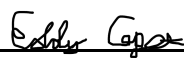
)  
)  
)  
)  
)  
)  
)

CASE NO: 2022PR00036

**NOTICE OF FILING**

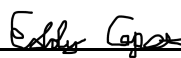
To: Jonathan M. Wier  
Counsel for the Administrator  
Illinois Attorney Registration and Disciplinary Commission  
130 E. Randolph Drive, Suite 800  
Chicago, IL 60601  
[jwier@iadc.org](mailto:jwier@iadc.org)  
[ARDCeService@iadc.org](mailto:ARDCeService@iadc.org)

PLEASE TAKE NOTICE that on May 19, 2022, I filed with the ARDC clerk Respondent's Answer, Affidavit, and Exhibits, a copy of which is enclosed herewith and served upon you.

  
\_\_\_\_\_  
Eddy Copot

**PROOF OF SERVICE BY ELECTRONIC MAIL**

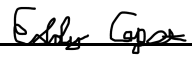
I, Eddy Copot, an attorney, on oath, certify I served this notice and the document referred to therein, by causing a copy to be sent by electronic mail to the parties listed above at their above-entitled electronic mail addresses to [jwier@iadc.org](mailto:jwier@iadc.org) and [ARDCeService@iadc.org](mailto:ARDCeService@iadc.org) from email address [copotlaw@outlook.com](mailto:copotlaw@outlook.com) set forth on or before 5:00 p.m. on May 19, 2022.

  
\_\_\_\_\_  
Eddy Copot  
Date: 5/19/22

FILED  
5/19/2022 1:45 PM  
ARDC Clerk

**CERTIFICATION PURSUANT TO 735 ILCS 5/1-109**

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

  
\_\_\_\_\_  
Eddy Copot

Eddy Copot  
6607 Western Avenue  
Willowbrook, IL 60527  
(630) 542-5151  
E-Mail Address: [copotlaw@outlook.com](mailto:copotlaw@outlook.com)