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BEFORE THE

ILLINOIS COMMERCE COMMISSION

IN THE MATTER OF:)	
)	No. 92 RTV-R
PROTECTIVE PARKING SERVICE)	Sub 17
CORPORATION d/b/a LINCOLN)	
TOWING SERVICE)	
)	
Respondent)	
)	
Hearing on fitness to hold)	
a Commercial Vehicle)	
Relocator's License pursuant)	
to Section 401 of the)	
Illinois Commercial Relocation)	
of Trespassing Vehicles Law)	
625 ILCS 5/18a-401)	

Chicago, Illinois

June 1, 2017

Met, pursuant to adjournment, at

9:30 a.m.

BEFORE:

MS. LATRICE KIRKLAND-MONTAQUE,
Administrative Law Judge

APPEARANCES:

MR. BENJAMIN BARR and
 MS. GABRIELLE PARKER-OKOJIE
 160 North La Salle Street
 Chicago, Illinois
 appearing for staff of the
 Illinois Commerce Commission

1 APPEARANCES (continued):

2 PERL & GOODSNYDER, LTD., by
3 MR. ALAN PERL and
4 MR. VLAD CHIRICA
5 14 North Peoria Street, Suite 2C
6 Chicago, Illinois 60607
7 appearing for Protective Parking
8 Service Corporation
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20 SULLIVAN REPORTING COMPANY, by
21 PATRICIA WESLEY
22 LICENSE NO. 084-002170

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I N D E X

WITNESS DIRECT CROSS REDIRECT RECROSS EXMNR.

TIMOTHY
SULIKOWSKI 471

E X H I B I T S

STAFF FOR IDENTIFICATION IN EVIDENCE

(NONE)

LINCOLN FOR IDENTIFICATION IN EVIDENCE

(NONE)

1 JUDGE KIRKLAND-MONTAQUE: Back on the record.
2 By the authority vested in me by the State of
3 Illinois and the Illinois Commerce Commission, I
4 call for hearing 92 RTV-R Sub 17. This is in the
5 matter of Protective Parking Service Corporation,
6 d/b/a Lincoln Towing Service, and this is a hearing
7 on fitness to hold a Vehicle Relocator's License.

8 Let's have appearances. Just state
9 your name, who you represent, and then we'll have
10 Ms. Parker proceed.

11 MR. PERL: For the record, Alan Perl on behalf of
12 Protective Parking Service Corporation, d/b/a
13 Lincoln Towing Service.

14 MR. CHIRICA: Vlad Chirica also from Perl &
15 Goodsnyder representing Protective Parking Service
16 Corporation, d/b/a Lincoln Towing Service.

17 MS. PARKER-OKOJIE: Good morning, your Honor.
18 Gabrielle Parker-Okojie on behalf of the Illinois
19 Commerce Commission.

20 MR. BARR: Good morning, your Honor. Benjamin
21 Barr on behalf of staff of the Illinois Commerce
22 Commission.

1 JUDGE KIRKLAND-MONTAQUE: Okay. Thank you.

2 Ms. Parker-Okojie, you have the floor.

3 MS. PARKER-OKOJIE: Thank you, your Honor.

4 We would like to call again Sergeant
5 Sulikowski and continue his testimony.

6 JUDGE KIRKLAND-MONTAQUE: Sure.

7 MS. PARKER-OKOJIE: Let the record reflect that
8 I'm showing again to counsel what's been marked as
9 Staff Exhibit B, Bates stamped Pages 1 through 43,
10 certified MCIS printout, all of Staff Exhibit J,
11 Bates stamped Page 1 through 276.

12 MR. PERL: I agree, your Honor.

13 MS. PARKER-OKOJIE: And Staff Exhibits J and B
14 are 24-hour tow sheets from Lincoln Towing.

15 Let the record reflect that I'm
16 providing both Staff Exhibit B and Staff Exhibit J
17 to the witness.

18 TIMOTHY SULIKOWSKI,
19 recalled as a witness, resumed the stand and
20 testified further as follows:

21

22

1 DIRECT EXAMINATION (continued)

2 BY

3 MS. PARKER-OKOJIE:

4 Q. Good morning again, Sergeant Sulikowski.

5 A. Good morning.

6 Q. You are aware that you are still under oath?

7 A. Yes.

8 Q. I'm going to ask you to turn to Page 4 of
9 Exhibit B.

10 A. Okay.

11 Q. What do you recognize that to be?

12 A. A printout of the report form of the Motor
13 Carrier Information System.

14 Q. And just quickly, would you flip through the
15 remaining pages 5 through 43.

16 A. (Witness reviewed documents.)

17 Q. When you are done, you can let me know,
18 Sergeant Sulikowski.

19 A. Okay. Okay. I'm finished.

20 Q. Okay. And do you recognize the rest of
21 those pages?

22 A. Yes.

1 Q. What do you recognize them to be?

2 A. The same thing, the report version, a copy
3 of the report version of the MCIS contract property
4 address listing.

5 Q. So if you could turn back to Page 4 of
6 Exhibit B, Sergeant Sulikowski.

7 A. Okay.

8 Q. According to MCIS, what is the contract
9 history -- I'm sorry. Before I ask you that, what
10 address is this MCIS printout for?

11 A. 345 North Canal Street in Chicago.

12 Q. Okay. According to MCIS, what is the
13 contract history at 345 North Canal Street?

14 MR. PERL: I'm going to object to the foundation.
15 Again, this question we have been focusing on what
16 this document says, not what MCIS says. I
17 understand it's a little bit of nuance, but we're
18 focusing on what documents in front of the witness
19 say as opposed to what MCIS says.

20 JUDGE KIRKLAND-MONTAQUE: Just rephrase the
21 question.

22 MS. PARKER-OKOJIE: Q. I believe it's according

1 to the report from MCIS -- according to the report
2 from MCIS, Page 4 that's in front of you, Sergeant
3 Sulikowski, what address is this report for?

4 A. 345 North Canal Street in Chicago.

5 Q. According to the MCIS report, what is the
6 contract history at 345 North Canal Street in
7 Chicago?

8 A. There have been two contracts entered by
9 relocators against this address.

10 Q. Now the relevant time period of July 24,
11 2015 to March 23, 2016, can you -- what does the
12 MCIS report reflect the contract status to be for
13 that time period?

14 A. During that time period it shows there's a
15 contract by Rendered Services for that address.

16 Q. Can you explain how the report shows that?

17 A. The first line item listed shows a relocator
18 of SMG Towing. That contract was cancelled on May
19 17th of 2014.

20 MR. PERL: Objection; foundation.

21 MS. PARKER-OKOJIE: He's testifying to what the
22 report says. I think he testified that --

1 MR. PERL: He said the contract was cancelled
2 versus this report shows it was cancelled. Him
3 saying it was cancelled means he has knowledge that
4 it was cancelled.

5 JUDGE KIRKLAND-MONTAQUE: She asked what does the
6 report show.

7 MS. PARKER-OKOJIE: I will rephrase the question.

8 MR. PERL: But the answer was the contract was
9 cancelled. The report shows the contract was
10 cancelled. It's -- again, I know it's nuance, but
11 this witness doesn't really know whether it happened
12 or didn't happen. He only knows what the report
13 says. That's the wrong person testifying.

14 JUDGE KIRKLAND-MONTAQUE: I understand. The
15 question is what does the report show and he says
16 the report shows it's cancelled.

17 MR. PERL: But actually he didn't say that. If
18 want to read one --

19 JUDGE KIRKLAND-MONTAQUE: He just said was
20 cancelled.

21 MR. PERL: It was called which is different than
22 the report says it was cancelled.

1 MS. PARKER-OKOJIE: Your Honor, my question is
2 what does the report show.

3 JUDGE KIRKLAND-MONTAQUE: The answer refers to
4 the report.

5 MR. PERL: Okay. So you are making a record, I
6 agree. When you are making a record for anything,
7 it will just say his answer is the contract was
8 cancelled on that date, which would mean --

9 MS. PARKER-OKOJIE: To my question is what does
10 the report show. The record is the question and the
11 answer.

12 JUDGE KIRKLAND-MONTAQUE: Why would you exclude
13 question?

14 MR. PERL: I'm not excluding the question. The
15 problem is when you ask a witness a direct question,
16 like do you know if it's sunny today and he says,
17 well, it's not cloudy, I mean the question and
18 answer should line up. So if the witness is
19 testifying from his own knowledge, which it looks
20 like he is, he's saying it was cancelled as opposed
21 to I don't know why we are even debating it. All
22 he's got to do is say the report shows it was

1 cancelled.

2 MS. PARKER-OKOJIE: Counsel's argument you would
3 have to ask the witness is it sunny and the witness
4 couldn't say, yes. They would have to say, yes, it
5 is sunny as you asked me.

6 MR. PERL: He could say yes. Counsel said does
7 the report show it was cancelled on such a day, and
8 he said yes. That's exactly that question, was it
9 sunny. Counsel said what date was the contract
10 cancelled.

11 MS. PARKER-OKOJIE: No, that is not --

12 MR. PERL: What date does the report show, but
13 then witness answered it was cancelled, not it shows
14 this. This is a different answer.

15 JUDGE KIRKLAND-MONTAQUE: I'm going to overrule
16 the objection, because the question is explicit
17 about the report. It's referring only to what's in
18 the report.

19 MR. PERL: But what if he answers something other
20 than that? He wasn't responsive, so I'm going to
21 object as non-responsive.

22 JUDGE KIRKLAND-MONTAQUE: How do you mean?

1 MR. PERL: It's not responsive. He didn't say
2 what the report says. He said it was cancelled.

3 One last time, then I won't say
4 anything. What if he actually was the correct guy
5 answering and he knew the contract was cancelled a
6 different day, and she said what day does the report
7 say it was cancelled, and he said it was cancelled
8 on May 18th, because it said May 17 here, but what
9 if he said it was cancelled May 18th, because I keep
10 a record, and it's not responsive. He gives a
11 different day.

12 JUDGE KIRKLAND-MONTAQUE: That would not clearly
13 be what the report said, because the report says a
14 certain date and it's clear. It wouldn't be
15 responsive, because the question is what does the
16 report say, and if he said, well, it was cancelled
17 on the 18th when the report says the 19th, then he's
18 not answering the question.

19 MR. PERL: Is it responsive if I say to you when
20 was the contract cancelled, I see it in the report
21 and say it was cancelled a certain day, it might be.
22 I don't know.

1 Okay. For the record, we're agreeing
2 that he's not testifying from his personal
3 knowledge. He's just testifying to what the report
4 says.

5 JUDGE KIRKLAND-MONTAQUE: Exactly.

6 MS. PARKER-OKOJIE: That's been our understanding
7 all along.

8 MR. PERL: So this witness does not know when the
9 contract was actually cancelled, correct?

10 JUDGE KIRKLAND-MONTAQUE: He's reading from the
11 report. You can ask him that on cross-examination.

12 MR. PERL: All right.

13 JUDGE KIRKLAND-MONTAQUE: Continue,
14 Ms. Parker-Okojie.

15 MS. PARKER-OKOJIE: Yes, your Honor.

16 MS. PARKER-OKOJIE: Q. So then I'll just ask
17 again for clarity. Sergeant Sulikowski, according
18 to the MCIS report what was the contract status for
19 345 North Canal Street during the relevant time
20 period.

21 A. It shows that Rendered Service holds the
22 contract for that property.

1 Q. Sergeant Sulikowski, can you refer to
2 Exhibit J, please, and can you please turn to Page
3 11 of Exhibit J.

4 A. Okay.

5 Q. On Page 11 of Exhibit J, do you see the
6 address 345 North Canal?

7 A. Yes.

8 Q. And what date, according to the Lincoln tow
9 logs, did a tow take place from 345 North Canal?

10 A. It shows the date of 7-31 of 15.

11 Q. Sergeant Sulikowski, from your review of the
12 MCIS report and also of the Lincoln Towing tow
13 sheet, do you make a conclusion based on your review
14 of those two documents?

15 A. Yes.

16 Q. And what is that conclusion?

17 A. That there is an inconsistency in this
18 information.

19 Q. And what is the inconsistency in that
20 information?

21 A. That there's no contract. The report shows
22 that there's no contract on file for Lincoln Towing

1 on the date of 7-31 of 15.

2 Q. Sergeant Sulikowski, I ask you to turn back
3 to page -- turn back to Exhibit B. I'm sorry.
4 Page 5.

5 A. Okay.

6 Q. And you've already said that the remaining
7 pages are MCIS the printout reports and report view,
8 correct?

9 A. Yes.

10 Q. So according to this MCIS report, what is
11 the contract history -- I'm sorry. What is the
12 address of the report that this refers to?

13 A. The report shows the address of 400 East
14 South Water Street in Chicago.

15 Q. And, according to the MCIS report, what is
16 the contract history at 400 East South Water Street?

17 A. There have been two contracts entered
18 against this property address.

19 Q. And, according to the MCIS report, what is
20 the contract status for 400 East South Water Street
21 during the relevant time period?

22 A. The report shows that there is a contract

1 under Rendered Services on that address during the
2 relevant time period.

3 Q. And when -- when exactly is that contract
4 pending according to MCIS?

5 A. The report shows the contract was entered on
6 9-12 of 2012.

7 Q. Sergeant Sulikowski, I would like you to
8 turn to Page 20 of Exhibit J.

9 A. Okay.

10 Q. Sergeant Sulikowski, what is the date of the
11 Lincoln Towing tow sheet?

12 A. It shows the date of 8-7 of 15.

13 Q. Does the address at 400 East South Water
14 Street appear on Page 20 at all?

15 A. Yes.

16 Q. Sergeant Sulikowski, did you make a
17 conclusion based on your review of the MCIS report
18 and also based on your review of the Lincoln Towing
19 tow sheet?

20 A. According to this report, there was not a
21 contract on file for Lincoln Towing on the date of
22 8-7 of 15.

1 Q. Sergeant Sulikowski, I ask you to turn to
2 Page 6 of Exhibit B.

3 A. Okay.

4 Q. Sergeant Sulikowski, what address is this
5 MCIS report for?

6 A. 405 North Wabash Avenue in Chicago.

7 Q. Sergeant Sulikowski, according to the MCIS
8 report for 405 North Wabash Avenue, what is the
9 contract history at that address?

10 A. According to the report, there have been
11 five contracts entered against this address.

12 Q. Sergeant Sulikowski, according to the MCIS
13 report, what is the contract status during the
14 relevant time period of 7-24-2015 through 3-23-2016
15 for the address at 405 North Wabash?

16 A. There is no valid contract for any relocater
17 during that relevant time period.

18 MR. PERL: Objection; calls for a legal
19 conclusion.

20 JUDGE KIRKLAND-MONTAQUE: According to --

21 THE WITNESS: According to the report.

22 MR. PERL: The report doesn't say that.

1 JUDGE KIRKLAND-MONTAQUE: What was the question,
2 Ms. Parker-Okojie?

3 MS. PARKER-OKOJIE: The question was according to
4 the report, what is the contract status for this
5 address during the relevant time period.

6 MR. PERL: And there's no -- it doesn't say on
7 here that no contract is valid. It gives you
8 certain dates, but it certainly doesn't come to a
9 conclusion of the report itself.

10 MS. PARKER-OKOJIE: Your Honor, I don't think
11 that's so much a legal conclusion.

12 JUDGE KIRKLAND-MONTAQUE: Are there contracts
13 within that date, that is within that date, that's
14 your question?

15 MS. PARKER-OKOJIE: That was my question, yes.

16 JUDGE KIRKLAND-MONTAQUE: And so the answer is?

17 THE WITNESS: No.

18 JUDGE KIRKLAND-MONTAQUE: Okay. Now you can --

19 MS. PARKER-OKOJIE: Sure.

20 MS. PARKER-OKOJIE: Q. Sergeant Sulikowski,
21 according to MCIS report, did Protective Parking
22 Service, also known as Lincoln Towing, ever have a

1 contract at 405 North Wabash?

2 A. Yes.

3 Q. According to the report, when was that
4 contract entered?

5 A. According to the report, the contract was
6 received on 3-27 of 2008.

7 Q. According to MCIS, was the contract that
8 Protective Parking Service had at 405 North Wabash
9 ever cancelled?

10 A. Yes.

11 Q. According to the report, what date was it
12 cancelled?

13 A. The report shows a cancellation date of 2-11
14 of 2010.

15 Q. Sergeant Sulikowski, I ask you to turn to
16 Page 17 of Exhibit J and just keep your page -- keep
17 your finger, I should say, on Page 17 and also turn
18 to Page 103, just because I want you to be able to
19 reference it. I'm sorry. 130. So Page 17, Page
20 130, and Page 173.

21 A. I'm sorry. 17, 130?

22 Q. 17, 130, and 173.

1 I'll ask you about one page at a
2 time.

3 A. Okay.

4 Q. Starting with Page 17, Sergeant Sulikowski,
5 according to the Lincoln Towing tow log, what date
6 is on that tow sheet?

7 A. The sheet shows a date of 8-5 of 15.

8 Q. And do you see the address 405 North Wabash
9 anywhere on Page 17?

10 A. Yes.

11 Q. If you could now turn to Page 130, Sergeant
12 Sulikowski.

13 A. Okay.

14 Q. And what date is that page for in the
15 Lincoln tow log?

16 A. The sheet shows the date of 11-10 of 15.

17 Q. Does 405 North Wabash appear on that page at
18 all?

19 A. Yes.

20 Q. And, finally, if you could turn to Page 173.

21 A. Okay.

22 Q. And what date does the Lincoln tow log

1 reflect for Page 173?

2 A. The sheet shows the date of 12-17 of 15.

3 Q. And does 405 North Wabash appear on
4 Page 173?

5 A. Yes.

6 MR. PERL: This is the report. I'm going to
7 object to the leading nature of the question because
8 I do want to streamline, I agree. I think all these
9 questions are leading questions. The question
10 should be what appears, not does that appear. It's
11 kind of a leading question, but, for the record, I
12 won't object, but those are all leading questions.

13 The witness should look at it and
14 determine from his own testimony what appears on
15 there, not -- but, again, I'm just going to make for
16 the record and say -- but I'm not going to -- it
17 would be nice for him to testify from his own memory
18 and not someone telling him.

19 JUDGE KIRKLAND-MONTAQUE: I understand, but given
20 the magnitude of these reports, I'll allow it --

21 MR. PERL: Okay.

22 JUDGE KIRKLAND-MONTAQUE: -- in order to move

1 faster.

2 MR. PERL: Thank you, your Honor.

3 MS. PARKER-OKOJIE: Q. Sergeant Sulikowski, on
4 Page 173, just the address 405 North Wabash appears
5 on that page?

6 A. Yes.

7 Q. Sergeant Sulikowski, based on your review of
8 pages 17, 30, and 173 of the Lincoln tow logs and
9 also on your review of the MCIS report, do you make
10 a conclusion about the contract status at 405 North
11 Wabash?

12 A. Yes.

13 Q. And what conclusion is that?

14 A. The report shows that during the relevant
15 time period there was not a contract on file for any
16 relocater.

17 Q. Sergeant Sulikowski, I would ask you to turn
18 to Page 7 of Exhibit B and to also turn to
19 Page 1 of Exhibit J.

20 A. Okay.

21 Q. Referring to Page 7 of Exhibit B, Sergeant
22 Sulikowski, what address is this MCIS report for.

1 A. The report shows the address of 440 North
2 La Salle Street in Chicago.

3 Q. According to MCIS -- the MCIS report, what
4 is the contract history at 440 North La Salle Street
5 in Chicago?

6 A. The report shows there have been two
7 contracts against this property.

8 Q. According to the MCIS report, what is the
9 contract status for 440 North La Salle during the
10 relevant time period? When I say the "relevant time
11 period" from now on I'm referring to July 24, 2015
12 to March 23, 2016.

13 A. The report shows that there is a contract on
14 file for Rendered Services during the relevant time
15 period.

16 Q. And according to MCIS, when was the contract
17 entered with Rendered Services?

18 A. The report shows the contract with Rendered
19 Services was entered on 9-19 of 2014.

20 Q. According to MCIS, did Protective Parking
21 Service Corporation, also known as Lincoln Towing,
22 ever have a contract on file with the ICC?

1 A. Yes.

2 Q. And when was that?

3 A. The report shows it was received on 3-7 of
4 2007 and cancelled on 9-4 of 2014.

5 Q. Sergeant Sulikowski, I would like you to
6 turn your attention to Exhibit J, Page 1.

7 Sergeant Sulikowski, what date does
8 that show on the Lincoln Towing tow sheet?

9 A. The sheet shows the date of 7-24-15.

10 Q. Sergeant Sulikowski, does the address
11 440 North La Salle appear on that page?

12 A. Yes.

13 Q. Sergeant Sulikowski, based on your review of
14 Page 1 of the Lincoln Towing sheets and on your --
15 I'm sorry -- Page 1 of Exhibit J of the Lincoln
16 Towing sheets, and Page 7 of Exhibit B, do you make
17 a conclusion about the contract status?

18 A. Yes.

19 Q. And what conclusion is that?

20 A. The report shows that there is not a
21 contract on file for Lincoln Towing during the
22 relevant time period of the tow.

1 Q. Sergeant Sulikowski, I ask you to turn to
2 Page 8 of Exhibit B, and I ask you to turn to
3 Page 115 -- I'm sorry -- to Page 78 of Exhibit J.

4 A. Okay.

5 Q. I'm sorry. Page -- I'm sorry. Sergeant
6 Sulikowski, Page 9 of Exhibit B for the record.

7 A. Okay.

8 Q. What is the address of the MCIS report
9 referring to?

10 A. The report shows the address of 800 North
11 Kedzie Avenue in Chicago.

12 Q. And, according to the MCIS report, what is
13 the contract history at 800 North Kedzie?

14 A. The report shows that two contracts have
15 been entered against this property address.

16 Q. Who are the two relocators that, according
17 to MCIS, had or have contracts at this property?

18 A. The report shows Protective Parking Service
19 and Rendered Services.

20 Q. When did Protective Parking Service have a
21 contract at this property according to the MCIS
22 report?

1 A. The report shows the contract was received
2 on 3-7 of 2007 and cancelled on 6-27 of 2015.

3 Q. And, according to MCIS, when did Rendered
4 Services hold a contract at this property?

5 A. The report shows that Rendered -- the
6 Commerce Commission received a contract from
7 Rendered Services on 6-30 of 2015.

8 Q. And was the contract with Rendered Services
9 ever cancelled?

10 A. Yes.

11 Q. And when was that?

12 A. 11-24 of 2016.

13 MR. PERL: Objection as to foundation.

14 JUDGE KIRKLAND-MONTAQUE: What was the question?

15 MS. PARKER-OKOJIE: According to the MCIS report,
16 when was the contract cancelled.

17 JUDGE KIRKLAND-MONTAQUE: Go ahead.

18 THE WITNESS: The report shows that the contract
19 with Rendered Services was cancelled on 11-24 of
20 2016.

21 MS. PARKER-OKOJIE: Q. I would like you to now
22 turn your attention to Exhibit J, Page 78.

1 A. Okay.

2 Q. And what -- what is the date of tow on that
3 tow sheet?

4 A. The sheet shows the date of 9-30-15.

5 Q. And does the address of 800 North Kedzie
6 appear anywhere on Page 78?

7 A. Yes.

8 Q. Based on your review of Page 78 of the
9 Lincoln Towing tow sheet and your review of
10 Page 9 of Exhibit B, which is the certified MCIS
11 report, do you make a conclusion based on your
12 review of those two items?

13 A. Yes.

14 Q. And what conclusion is that?

15 A. The report shows that there was not a
16 contract on file for Protective Service during the
17 date of 9-30 of 15.

18 Q. According to the report, which relocater
19 held -- according to your report, which relocater
20 held a contract during the relevant time period?

21 A. The report shows that Rendered Services held
22 the contract on the date of 9-30 of 15.

1 Q. Sergeant Sulikowski, if you could next turn
2 to Page 10 of Exhibit B and if you could turn to
3 Page 151 of Exhibit J.

4 MR. PERL: Sorry, counsel. What page?

5 MS. PARKER-OKOJIE: 151.

6 MR. PERL: Thank you.

7 MS. PARKER-OKOJIE: No problem.

8 THE WITNESS: Okay.

9 MS. PARKER-OKOJIE: Q. Sergeant Sulikowski,
10 referring to Exhibit B, what page is the -- I'm
11 sorry. It's on Page 10, but what address is the
12 contract for according -- I'm sorry. What address
13 did the report show on Page 10 of Exhibit B?

14 A. The report shows the address of 831 North
15 Damen Avenue in Chicago.

16 Q. And according to the MCIS report, what is
17 the contract history at 831 North Damen Avenue?

18 A. The report shows that there have been two
19 contracts entered against this property address.

20 Q. And which relocater or relocators have held
21 contracts at this address according to the MCIS
22 report?

1 A. The report shows that Rendered Services and
2 Protective Parking Service had both held contracts
3 against this property.

4 Q. According to the MCIS report, what is the
5 contract status for the address as 831 North Damen
6 during the relevant time period? Actually, I will
7 withdraw that question.

8 Sergeant Sulikowski, I would like you
9 to you refer to Page 151 of Exhibit J. What is the
10 date of tow according to Lincoln Towing tow log?

11 A. The sheet shows date of 11-27 of 15.

12 Q. Does the address of 831 North Damen appear
13 on that page?

14 A. Yes.

15 Q. Okay. Now going back to the MCIS report on
16 Page 10, according to the MCIS report, what is the
17 contract status for 831 North Damen as of
18 November 27, 2015?

19 A. The report shows that during the date of
20 11-27 of 15 that Rendered Services held the
21 contract.

22 Q. Based on your review of Page 151 of the

1 Lincoln tow log and Page 10 of the MCIS report, do
2 you make a conclusion based on your review of those
3 two items?

4 A. Yes.

5 Q. And what is your conclusion?

6 A. The report shows that on the date of
7 11-27-15 that Lincoln Towing did not hold the
8 contract for that property address at 831 North
9 Damen Avenue.

10 Q. Sergeant Sulikowski, could you turn to Page
11 10 of Exhibit B.

12 JUDGE KIRKLAND-MONTAQUE: Did you say 10? I
13 thought we just did 10.

14 MS. PARKER-OKOJIE: Q. Page 11. I'm sorry. We
15 just did. Page 11 of Exhibit B. Thank you.

16 And at the same time, Sergeant
17 Sulikowski, I will ask you to turn to Page 41 of
18 Exhibit J. I'm sorry.

19 A. Okay.

20 Q. Sergeant Sulikowski, I am going to have you
21 turn to Page 12 of Exhibit B, Page 12 of Exhibit B.

22 One moment, your Honor. I'm sorry.

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(A brief pause.)

Thank you for bearing with me, your Honor. I'm ready to resume now.

Sergeant Sulikowski, could you turn to Page 13 of Exhibit B. Okay. What is the address of the MCIS report on Page 13?

A. The report shows the address of 1801 North St. Louis Avenue in Chicago.

Q. And, according to the MCIS report, what is the contract history at 1801 North St. Louis?

A. The report shows that five contracts have been entered against this property address.

Q. And which relocater or relocators have held contracts at that address according to the MCIS report?

A. The report shows that Protective Parking Services has held contracts twice, Rendered Services once, Speed Line Towing once, and S & S Towing once.

Q. Sergeant Sulikowski, I would like you to turn to Page 70 of Exhibit J.

MR. PERL: 70?

MS. PARKER-OKOJIE: Oh, 70.

1 THE WITNESS: Okay.

2 MS. PARKER-OKOJIE: Q. According to the Lincoln
3 tow log, Page 70, what is the date of the tow? I'm
4 sorry. What is the date of the tow?

5 A. According to this sheet, it appears to be
6 9-19 of 15.

7 Q. And on 9-19 of 15, according to the MCIS,
8 which relocater held a contract at 1801 North St.
9 Louis, if any?

10 A. The report shows that no relocater held a
11 contract during the date of 9-19 of 15.

12 Q. Sergeant Sulikowski, can you turn -- please
13 turn to Page 261 of Exhibit J.

14 JUDGE KIRKLAND-MONTAQUE: What page? I'm sorry.

15 MS. PARKER-OKOJIE: It's 261.

16 THE WITNESS: Okay.

17 MS. PARKER-OKOJIE: Q. According to the Lincoln
18 tow log, what is the date of the tow on Page 261?

19 A. The log shows the date of 3-8 of 16.

20 Q. Now going back to the MCIS report for
21 1801 North St. Louis on the date of 3-8-16,
22 according to the MCIS report, is there a relocater

1 that holds a contract on the date of 3-8-16?

2 A. The record shows that no relocater held a
3 contract during that time period.

4 Q. I would like you to turn to Page 267 of
5 Exhibit J. I think that's the last -- or not the
6 last page but near the end.

7 A. Okay.

8 Q. According to the Page 267, what is the date
9 of tow?

10 A. According to the sheet, it shows the date of
11 3-14 of 16.

12 Q. And does 801 North St. Louis appear on
13 Page 267?

14 A. No.

15 Q. Would you like to review it again?

16 MR. PERL: Judge, I can help counsel. She said
17 801. It's actually 1801.

18 MS. PARKER-OKOJIE: Did I say 801?

19 JUDGE KIRKLAND-MONTAQUE: Thank you.

20 MS. PARKER-OKOJIE: Thank you, counsel. I
21 appreciate it.

22 MS. PARKER-OKOJIE: Q. 1801. I apologize.

1 Sergeant Sulikowski, does the address
2 of 1801 North St. Louis appear on Page 267?

3 A. Yes.

4 Q. And I'm not sure if I asked you, but does
5 1801 North St. Louis appear on Page 261 also?

6 A. Yes.

7 Q. So on 3-14-16, which is on Page 267,
8 Sergeant Sulikowski, according to MCIS, is there a
9 relocater that held a contract at that address on
10 that date?

11 A. The report shows that no relocater held a
12 contract on the date of 3-14 of 16 on that property
13 address.

14 Q. Sergeant Sulikowski, referring back to
15 Page 13 of Exhibit B, which is the MCIS report for
16 1801 North St. Louis, you said that Protective
17 Parking Service holds two contracts according to
18 MCIS on that property.

19 When was the first contract held by
20 Lincoln Towing, also known as Protective Parking
21 Service, during -- I'm sorry. Strike that question.

22 According to the MCIS report, Sergeant

1 Sulikowski, Protective Parking Service held or holds
2 two contracts on the property at 1801 North
3 St. Louis. You said that earlier.

4 MR. PERL: I object. I think -- I know that
5 counsel is doing it intentionally, but it misstates
6 it. He can't hold two contracts at the same time.
7 You could have had two contracts at two different
8 times just to clarify for the record.

9 MS. PARKER-OKOJIE: I can rephrase the question,
10 but they held or at some point held contracts twice.
11 There were two periods.

12 JUDGE KIRKLAND-MONTAQUE: There's a difference.
13 They held them twice.

14 MR. PERL: Sure.

15 JUDGE KIRKLAND-MONTAQUE: That's the point.

16 MS. PARKER-OKOJIE: Okay. I'll rephrase.

17 MS. PARKER-OKOJIE: Q. Sergeant Sulikowski,
18 earlier you stated that according to the MCIS
19 report, Protective Parking Service Corporation at
20 two different periods in time held a contract at
21 1801 North St. Louis, correct?

22 A. Yes.

1 Q. According to the report, when was the first
2 time that Protective Parking Service held a contract
3 at 1801 North St. Louis?

4 A. Report shows that a contract was received
5 on 1-5 of 2007 and cancelled on 11-13 of 2010.

6 Q. And what was the second period of time in
7 which Protective Parking Service held a contract at
8 1801 North St. Louis according to the MCIS report?

9 A. The report shows the date that the contract
10 was received on 8-8 of 2016 and cancelled on 2-20 of
11 2017.

12 Q. Based upon your review of the MCIS report
13 for 1801 North St. Louis Avenue and also your review
14 of Lincoln Towing logs, Page 261 and 267, do you
15 have make any conclusion based on that?

16 A. Yes.

17 Q. And what is that conclusion?

18 A. The report shows that Lincoln Towing did
19 not have a contract for the date of those tows.

20 Q. Sergeant Sulikowski, I would like you to
21 turn to Page 14 of Exhibit B.

22 A. Okay.

1 Q. Sergeant Sulikowski, according to the MCIS
2 report, what address is this report for?

3 A. The report shows the address of 1900 North
4 Austin Avenue in Chicago.

5 Q. And according to the MCIS report, what is
6 the contract history at 1900 North Austin Avenue?

7 A. The report shows that three different
8 contracts have been held against this property.

9 Q. Let's start with the first one.
10 Chronologically, what was the first contract
11 according to the MCIS report that was held on at
12 1900 North Austin?

13 JUDGE KIRKLAND-MONTAQUE: Let's go off the
14 record.

15 MS. PARKER-OKOJIE: Sure.

16 (Off the record.)

17 JUDGE KIRKLAND-MONTAQUE: Go ahead. Back on the
18 record.

19 MS. PARKER-OKOJIE: Q. Okay. Sergeant
20 Sulikowski, looking at the MCIS report for
21 1900 North Austin, chronologically who was the first
22 relocater to hold a contract at that property?

1 A. The report shows that Protective Parking
2 Service held the first contract on 1-5 of 2007
3 and it was cancelled on 11-16 of 2009.

4 Q. Sergeant Sulikowski, it shows on the report
5 that Protective Parking Service actually was entered
6 again. Can you explain why Protective Parking
7 Service would appear twice on 1900 North Austin on
8 the MCIS report?

9 A. No.

10 Q. For the second time that Protective Parking
11 Service appears on the report, what is the time
12 frame for that contract?

13 A. The report shows the date of 3-7 of 2007
14 and it was cancelled on 11-6 of 2009.

15 Q. Sergeant Sulikowski, under contract type,
16 does it appear that Lincoln Towing had different
17 types of contracts during this time period?

18 MR. PERL: Objection; leading. That's pretty
19 leading. She's trying to get him to say something
20 she wants him to say.

21 MS. PARKER-OKOJIE: I can rephrase.

22 JUDGE KIRKLAND-MONTAQUE: Go ahead and rephrase

1 the question. Sustain. Rephrase, please.

2 MS. PARKER-OKOJIE: Q. Sergeant Sulikowski, is
3 there any difference between the two contracts that
4 are listed on the report for -- on MCIS report for
5 1900 North Austin Avenue other than the dates and
6 times they were entered?

7 MR. PERL: That's also leading, because she's not
8 asking him if there is a difference specifically.
9 Again, I don't want to belabor this.

10 JUDGE KIRKLAND-MONTAQUE: What's the difference?

11 MS. PARKER-OKOJIE: No. I said is there any
12 difference. That's leaving it up to him to say.

13 MR. PERL: I thought you said what's the
14 difference.

15 MS. PARKER-OKOJIE: I said is there a difference.

16 MR. PERL: Well, it's too late now. Let him
17 answer the question.

18 THE WITNESS: Answer the question?

19 JUDGE KIRKLAND-MONTAQUE: Do you recall the
20 question?

21 MS. PARKER-OKOJIE: I can ask it again.

22 THE WITNESS: Ask it again, please.

1 MS. PARKER-OKOJIE: Q. Is there a difference
2 between the two contracts that Protective Parking
3 Service had on the 1900 North Austin MCIS report?

4 A. The report shows that one contract was
5 entered as a patrol and one was entered as a call
6 lot.

7 Q. Sergeant Sulikowski, I want to turn to
8 Page 76 of Exhibit J.

9 A. Okay.

10 Q. On Page 76 of Exhibit J, what is the date of
11 tow?

12 A. The sheet shows the date of 9-27-15.

13 Q. Does 900 North Austin appear on Page 76?

14 A. Yes.

15 Q. Sergeant Sulikowski, according to the MCIS
16 report, does the Protective Parking Service
17 Corporation hold a contract at the property at
18 1900 North Austin on 9-27-15?

19 A. The report shows that on 9-27 of 15 that
20 Protective Parking did not have a contract for this
21 address.

22 Q. Okay. Sergeant Sulikowski, if you could

1 turn to Page 95 of Exhibit J.

2 A. Okay.

3 Q. Does 1900 North Austin appear on Page 95?

4 A. Yes.

5 Q. According to Page 9 of Lincoln tow log, what
6 is the date of tow?

7 A. The sheet shows the date of 10-11 of 15.

8 Q. According to the MCIS report for 1900 North
9 Austin Avenue, did Protective Parking Service hold a
10 contract at the property at 1900 North Austin Avenue
11 on 10-11-15?

12 A. The report shows that on 10-11 of 15
13 Protective Parking did not have a contract on file.

14 Q. Sergeant Sulikowski, if you could turn to
15 Page 164 of Exhibit J.

16 A. Okay.

17 Q. Sergeant Sulikowski, according to the
18 Lincoln tow log, what was the date of tow for Page
19 164?

20 A. The log shows the date of 12-8 of 15.

21 Q. Does 900 North Austin appear on Page 164 of
22 the Lincoln Towing log?

1 A. Yes.

2 Q. According to the MCIS report, did Lincoln
3 Towing have a contract at 1900 North Austin on
4 December 8, 2015?

5 A. No.

6 Q. Sergeant Sulikowski, if you could turn to
7 Page 190 of Exhibit J.

8 A. Okay.

9 Q. Sergeant Sulikowski, on Page 190 what is the
10 date of tow?

11 A. It appears that the date listed is 1-3 of
12 16.

13 Q. Does 1900 North Austin appear on Page 190?

14 A. Yes.

15 Q. According to -- according to the MCIS report
16 for 1900 North Austin Avenue, did Protective Parking
17 Service Corporation have a contract at that address
18 on January 3, 2016?

19 A. No.

20 Q. Sergeant Sulikowski, if you could turn to
21 Page 206 of Exhibit J.

22 A. Okay.

1 Q. What is the date of tow according to the
2 Lincoln tow log?

3 A. The sheet shows a date of 1-18 of 16.

4 Q. Sergeant Sulikowski, does 1900 North Austin
5 appear on Page 206?

6 A. Yes.

7 Q. According to the tow -- I'm sorry.
8 According to the MCIS report for 1900 North Austin,
9 did Lincoln Towing have a contract on the property
10 at 1900 North Austin on January 18, 2016?

11 A. No.

12 Q. Sergeant Sulikowski, if you could turn to
13 Page 208 of Exhibit J.

14 A. Okay.

15 Q. What date appears on the tow log?

16 A. The sheet shows the date of 1-20 of 16.

17 Q. Does 900 North Austin appear on that page?

18 A. Yes.

19 Q. Sergeant Sulikowski, if you could turn to
20 Page 2 -- I'm sorry -- 216.

21 A. Okay.

22 Q. Sergeant Sulikowski, what is the date of tow

1 according to Page 216 of the Lincoln tow log?

2 A. The sheet appears to show the date of 1-27
3 of 16.

4 Q. And does 1900 North Austin appear on
5 Page 216?

6 A. Yes, several times.

7 Q. According to the MCIS report, does Lincoln
8 Towing or did Lincoln Towing have a contract on file
9 for 1900 North Austin on January 27, 2016?

10 A. No.

11 Q. Sergeant Sulikowski, if could you turn to
12 Page 236, Exhibit J.

13 A. Okay.

14 Q. And, according to Page 236 of the Lincoln
15 tow log, what was -- what was the date of tow?

16 A. 2-12 of 16.

17 Q. Does 1900 North Austin appear on Page 236?

18 A. Yes.

19 Q. According to the MCIS report for 1900 North
20 Austin, did Lincoln Towing have -- did Lincoln
21 Towing have a contract for the property at
22 1900 North Austin on February 12, 2016?

1 A. No.

2 Q. Sergeant Sulikowski, if you could turn to
3 Page 254.

4 A. Okay.

5 Q. According to Lincoln Towing log, what is the
6 date of the tow that that page references?

7 A. 3-2 of 16.

8 Q. And does 1900 North Austin appear at all on
9 Page 254?

10 A. Yes, several times.

11 Q. According to the MCIS report, did Protective
12 Parking Service have a contract on the property at
13 1900 North Austin on March 2nd of 2016?

14 A. No.

15 Q. Sergeant Sulikowski, if you could turn to
16 Page 264.

17 A. Okay.

18 Q. What page -- I'm sorry. Strike that.

19 What is the date of tow according to
20 the Lincoln tow log?

21 A. 3-11 of 16.

22 Q. And does 900 North Austin appear on that

1 page?

2 A. Yes.

3 Q. According to the MCIS report, did Lincoln
4 Towing have a contract at the property at 1900 North
5 Austin on March 11, 2016?

6 A. No.

7 Q. Sergeant Sulikowski, based on your review of
8 the MCIS report at 1900 North Austin and based on
9 your review of the tow log, the preceding pages 76,
10 75, 164, 165, 192, 208, 216, 236, 254, and 264, do
11 you make a conclusion based on your review of those
12 items?

13 A. Yes.

14 Q. And what is that conclusion?

15 A. The report shows that Protective Parking
16 Service did not have a contract during those time
17 periods.

18 MS. PARKER-OKOJIE: Your Honor, the time is
19 11:28. I know that you said we had the courtroom
20 until 11:30. I would ask to pause the questioning
21 of Sergeant Sulikowski at this time.

22 MR. PERL: No objection.

1 JUDGE KIRKLAND-MONTAQUE: All right. We'll do
2 that. We'll return at 1 o'clock.

3 (Whereupon, at 11:30 a.m.
4 a recess was taken until
5 1 o'clock p.m., the same
6 day.)

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AFTERNOON SESSION

(The hearing in the above-entitled matter was resumed at 1 p.m., Thursday, June 1, 2017.)

JUDGE KIRKLAND-MONTAQUE: Let's go back on the record. Ms. Parker, I think you were in the middle of your direct examination.

MS. PARKER-OKOJIE: Yes, Your Honor. For the record, I'm just going to show the witness again Staff's Exhibit B and Staff's Exhibit J.

Again, for the record, Staff Exhibit B are certified MCIS documents Bates stamped 1 through 43 with the attached certification and Staff Exhibit J are the Lincoln Towing tow logs numbered 1 through 276.

TIMOTHY SULIKOWSKI,

recalled as a witness herein, having been previously duly sworn, resumed the stand and testified further as follows:

DIRECT EXAMINATION

BY

MS. PARKER-OKOJIE:

Q. Good afternoon, Sergeant Sulikowski.

1 A. Hello.

2 Q. You do understand that you are still under
3 oath?

4 A. Yes.

5 Q. I'm going to ask you to turn to Page 17 of
6 what's been marked -- excuse me. If you could turn
7 to Page 17 of what has been marked as Staff Exhibit
8 B.

9 A. Okay.

10 Q. What address is this MCIS report for?

11 A. The report shows the address of 2030 South
12 State Street in Chicago.

13 Q. According to the MCIS report, what is the
14 contract history at 2030 South State Street?

15 A. The report shows --

16 JUDGE KIRKLAND-MONTAQUE: I'm sorry. Excuse me.
17 What page?

18 MS. PARKER-OKOJIE: Page 17, your Honor. I'm
19 sorry.

20 JUDGE KIRKLAND-MONTAQUE: And the address is
21 what?

22 MS. PARKER-OKOJIE: 2030 South State Street.

1 JUDGE KIRKLAND-MONTAQUE: Is that what everyone
2 has? Wait a minute. Am I in the wrong -- I
3 apologize.

4 MS. PARKER-OKOJIE: That's okay.

5 JUDGE KIRKLAND-MONTAQUE: I was not in B.

6 MS. PARKER-OKOJIE: That's all right. It's
7 Exhibit B.

8 JUDGE KIRKLAND-MONTAQUE: I was not with the
9 right tab. My apologies.

10 MS. PARKER-OKOJIE: That's okay.

11 JUDGE KIRKLAND-MONTAQUE: Okay. I'm sorry.
12 Please continue.

13 MS. PARKER-OKOJIE: Q. Sergeant Sulikowski,
14 according to the MCIS report, what is the contract
15 history at 2030 South State Street?

16 A. The report shows that there have been two
17 contracts listed for this property address.

18 Q. And during the relevant time period, again
19 which is July 24, 2015 to March 23, 2016, according
20 to the MCIS report, what was on the contract status
21 for 2030 South State Street?

22 A. During the relevant period, the report shows

1 that the contract was listed under Rendered
2 Services.

3 Q. Did Protective Parking Service ever have a
4 contract at 2030 South State Street --

5 A. Yes.

6 Q. -- according to MCIS -- according to the
7 MCIS report?

8 A. Yes.

9 Q. According to the MCIS report, when did
10 Protective Parking Service have a contract at
11 2030 South State Street?

12 A. 7-12 of 16.

13 Q. Sergeant Sulikowski, I'm going to ask you to
14 turn to Page 12 of Exhibit J.

15 A. Okay.

16 MR. PERL: Sorry. What page?

17 MS. PARKER-OKOJIE: Page 12.

18 MR. PERL: Thank you.

19 MS. PARKER-OKOJIE: Q. And according to Page 12,
20 Sergeant Sulikowski, what is the date of the tow on
21 the Lincoln tow log.

22 A. Date listed is 7-31 of 15.

1 Q. And on July 31, 2015, does it appear on
2 Lincoln's towing log there was a tow from 2030 South
3 State Street?

4 A. Yes.

5 Q. Sergeant Sulikowski, according to your
6 review of the MCIS report for 2030 South State
7 Street and review of Lincoln's tow sheet for 20 --
8 I'm sorry -- the Lincoln tow sheet for July 31,
9 2015, do you make any conclusions based on that?

10 A. Yes.

11 Q. And what conclusion is that?

12 A. The report shows that Protective Parking
13 Service did not have a contract for the date of
14 7-31-15 for that address.

15 Q. Sergeant Sulikowski, could you please turn
16 to Page 18 of Exhibit B.

17 A. Okay.

18 Q. And what address is this MCIS report for?

19 A. The report shows the address of 2111 South
20 Clark Street in Chicago.

21 Q. According to MCIS -- I'm sorry. Strike
22 that. According to MCIS, what is the contract

1 history for the address at 2111 South Clark Street?

2 A. The report shows that there have been five
3 contracts on this property.

4 Q. According to the MCIS report, are any of
5 these contracts within the relevant time period?

6 A. Yes.

7 Q. Is there one or more than one in the
8 relevant time period, and relevant time period again
9 is July 24, 2015 to March 23, 2016?

10 A. The report shows one.

11 Q. And which one is that?

12 A. The report shows it listed to Rendered
13 Services.

14 Q. And according to the MCIS report, what was
15 the duration of the Rendered Services' contract
16 during the relevant time period?

17 A. The report shows the contract for Rendered
18 Services on that property address was received on
19 1-2 of 2009 and cancelled on 7-10 of 2016.

20 Q. Sergeant Sulikowski, I ask you to turn to
21 Page 121 of Exhibit J.

22 A. Okay.

1 Q. You are on Page 121?

2 A. Yes.

3 Q. Which date -- what is the date of tow
4 according to Lincoln tow log?

5 A. 11-2 of 15.

6 Q. And is there -- is there any -- I'm sorry.
7 Strike that. According to Lincoln's tow log, is
8 2111 South Clark listed on the 11-2-15 tow log?

9 A. Yes.

10 Q. I ask you to turn to Page 191 of Exhibit J.

11 A. Okay.

12 MS. PARKER-OKOJIE: I'm sorry, your Honor, if I
13 could just take one moment. It appears some of my
14 pages are out of order, if I could just take one
15 moment.

16 (A brief pause.)

17 Thank you, your Honor.

18 MS. PARKER-OKOJIE: Q. Sergeant Sulikowski, on
19 Page 199, what is the date of the tow according to
20 Lincoln tow?

21 A. Appears to be 1-12 of 16.

22 Q. And on the Lincoln tow log page for 1-12-16,

1 do you see the address at 12 -- or do you see the
2 address is 2111 South Clark?

3 A. Yes.

4 Q. Sergeant Sulikowski, I ask you to turn to
5 Page 202 of Exhibit J.

6 A. Okay.

7 Q. What is the date of tow according to the
8 Lincoln tow log on that date?

9 A. 1-15 of 16.

10 Q. And on the tow sheet for 1-15-16 does the
11 address 2101 Clark Street appear?

12 A. Yes.

13 Q. Sergeant Sulikowski, could you turn to
14 Page 206 of Exhibit J.

15 A. Okay.

16 Q. And on Page 206 does the address of
17 2111 South Clark Street appear?

18 A. Yes.

19 Q. And what is the date of tow for that sheet
20 of the log?

21 A. 1-18 of 16.

22 Q. Sergeant Sulikowski, if you could turn to

1 Page 207.

2 A. Okay.

3 Q. What is the date of tow -- what is the date
4 of tow for that sheet of the Lincoln tow log?

5 A. 1-19 of 16.

6 Q. And on 1-19-16 Lincoln's tow log sheet does
7 the address 21 South Clark Street appear?

8 A. Can you repeat your question?

9 Q. Yes. I think I misstated the address. I'm
10 sorry, Sergeant Sulikowski. On the tow log sheet
11 for January 19, 2016, does the address of 2111 South
12 Clark Street appear?

13 A. Yes.

14 Q. Sergeant Sulikowski, if you could turn to
15 Page 209.

16 A. Okay.

17 Q. Sergeant Sulikowski, according to Lincoln's
18 tow log, what is the date of tow for this tow sheet?

19 A. 1-21 of 16.

20 Q. And on the 1-21-16 -- on the 1-21-16 tow log
21 sheet, does the address 2111 South Clark Street
22 appear?

1 A. Yes.

2 Q. If you could turn over to Page 211.

3 A. Okay.

4 Q. What is the date of tow on Lincoln's tow
5 log?

6 A. 1-23 of 16.

7 Q. On the 1-23-16 tow log sheet, does the
8 address of 2111 South Clark Street appear?

9 A. Yes.

10 Q. If you could turn to Page 214.

11 A. Okay.

12 Q. What is the date of tow on the Lincoln's tow
13 log?

14 A. 1-24-16.

15 Q. And on the 1-24-16 tow log sheet does the
16 address 2111 South Clark Street appear?

17 A. Yes.

18 Q. If you could turn to Page 232 of Exhibit J.

19 A. Okay.

20 Q. What is the date of tow on Lincoln's tow
21 log?

22 A. 2-7 of 16.

1 Q. And on 2-7-16, does the date of -- I'm
2 sorry. Does the address of 2111 South Clark Street
3 appear?

4 A. Yes.

5 Q. Would you turn to Page 239.

6 A. Okay.

7 Q. And what is the date of tow on Lincoln's tow
8 log?

9 A. 2-14 of 16.

10 Q. And on February -- on the February 14, 2016
11 tow log does the address of 2111 South Clark Street
12 appear?

13 A. Yes.

14 Q. If you could turn to Page 240 of Exhibit J.

15 A. Okay.

16 Q. What is the date of tow on the Lincoln tow
17 log?

18 A. 2-16 of 16.

19 Q. And on the 2-16 or February 16, 2016 tow log
20 for Lincoln Towing, does the address of 2111 South
21 Clark Street appear?

22 A. Yes.

1 Q. If you could turn to Page 243.

2 A. Okay.

3 Q. And what is the date of tow on Lincoln's tow
4 log?

5 A. 2-20 of 16.

6 Q. On the February 20, 2016 tow log, does the
7 address of 2111 South Clark Street appear?

8 A. Yes.

9 Q. Sergeant Sulikowski, based on your review of
10 those pages of the Lincoln Towing tow logs and also
11 on your review of MCIS -- the MCIS report, did you
12 reach a conclusion about the size of the contract of
13 2111 South Clark Street during the relevant time
14 period?

15 A. Yes.

16 Q. And what is that?

17 A. The report shows that a contract was held by
18 another relocater during those dates.

19 Q. So there was a contract -- according to the
20 MCIS report, was there a contract on file for
21 Lincoln Towing during that time?

22 A. No.

1 Q. Sergeant Sulikowski, if you could turn to
2 Page 19 of Exhibit B.

3 A. Okay.

4 Q. What address is that MCIS report for?

5 A. 2113 North Spaulding Avenue in Chicago.

6 Q. And according to the MCIS report, what is
7 the contract history for the address at 2113
8 North Spaulding Avenue?

9 A. The report shows that one contract has been
10 entered against that address.

11 Q. And who is the relocater that holds that
12 contract according to MCIS?

13 A. Protective Parking Service.

14 Q. And when was that contract entered according
15 to MCIS?

16 A. The report shows it was received on 2-2 of
17 2016.

18 Q. Sergeant Sulikowski, I would ask you to turn
19 to Page 221 of Exhibit J.

20 A. Okay.

21 Q. And does the address -- I'm sorry. Strike
22 that. What is the date of tow on the tow log for

1 Lincoln Towing Service?

2 A. 1-30 of 16.

3 Q. And does the address of 2113 North Spaulding
4 appear on the tow log for 1-30-16?

5 A. Yes.

6 Q. Sergeant Sulikowski, based on your review of
7 the MCIS report for 2113 North Spaulding and your
8 review of the Lincoln Towing tow log sheet, do you
9 reach a conclusion about the contract status of this
10 address during the relevant time period?

11 A. Yes.

12 Q. And what is that?

13 A. The report shows that there was no contract
14 on file on the date of 1-30-16 for Protective
15 Parking Service.

16 Q. Sergeant Sulikowski, I ask you to turn to
17 Page 20 of -- Page 20 of Exhibit B.

18 A. Okay.

19 Q. And what address is that MCIS report for?

20 A. The report shows the address of 2201 South
21 Halsted Street in Chicago.

22 Q. And according to MCIS, what is the contract

1 history at 2201 South Halsted Street?

2 A. The report shows that two contracts had been
3 listed against this property address.

4 Q. During the relevant time period -- I'm
5 sorry. According to MCIS, what is the contract
6 status for 2201 South Halsted Street during the
7 relevant time period?

8 A. The report shows conflicting information
9 regarding this address.

10 Q. When you say there's "conflicting
11 information," what do you mean?

12 A. The report shows dates listed prior to other
13 dates listed as being cancelled.

14 Q. Can you be more specific? You can refer to
15 the report.

16 A. The report shows that a contract was entered
17 to another relocater on 5-1 of 2006 and still open.

18 Q. Okay.

19 A. It then shows that another contract was
20 listed under Protective Parking on 3-7 of 2007 and
21 then cancelled on 2-11 of 2010. Those dates
22 overlap.

1 Q. Okay. Are the contracts both of the same
2 type?

3 A. No.

4 Q. What type of contract? You refer to them as
5 the other relocater, the relocater that's not
6 Protective Parking Service, correct?

7 A. Correct.

8 Q. What type of contract did that relocater
9 have at the property?

10 A. That relocater had a patrol contract.

11 Q. What type of contract is Protective Parking
12 Service at that property?

13 MR. PERL: Your Honor, same objection unless
14 she's talking about what the report shows.

15 MS. PARKER-OKOJIE: According to the report.

16 JUDGE KIRKLAND-MONTAQUE: We are talking about
17 2201 South Halsted Street?

18 MS. PARKER-OKOJIE: Yes, that's correct.

19 MR. PERL: Yes.

20 JUDGE KIRKLAND-MONTAQUE: I just want to make
21 sure I'm following.

22 MR. PERL: My objection is -- and I apologize to

1 counsel. These last two questions didn't say what
2 the report showed and the answers which is what he
3 was saying for foundational purposes I think for
4 what the document shows.

5 MS. PARKER-OKOJIE: I can rephrase, your Honor.

6 MS. PARKER-OKOJIE: Q. According to the report,
7 Sergeant Sulikowski, you refer to Protective Parking
8 Service and then another relocater.

9 According to the MCIS report, what
10 type of contract did the other relocater have at
11 this property?

12 A. The report shows the other relocater having
13 a patrol contract.

14 Q. According to the MCIS report, what type of
15 contract did Protective Parking Service have at the
16 property?

17 A. The report shows that Protective Parking
18 Service had a call lot contract.

19 Q. What was the duration of the call lot
20 contract according to the MCIS report?

21 A. The report shows it was received on
22 3-7 of 2007 and cancelled on 2-11 of 2010.

1 Q. Sergeant Sulikowski, I ask you to turn to
2 Page 227. I'm sorry. I'm sorry. 45.

3 JUDGE KIRKLAND-MONTAQUE: 45.

4 MS. PARKER-OKOJIE: Q. Page 45 of Exhibit J.
5 Sergeant Sulikowski, on Page 45 of Exhibit J, what
6 is the date of tow for that Lincoln tow log?

7 A. 8-27 of 15.

8 Q. And does the address of 2201 South Halsted
9 appear on Lincoln's towing log for August 27, 2015?

10 A. Yes.

11 Q. Sergeant Sulikowski, after reviewing both
12 the MCIS report and the Lincoln tow log, did you
13 reach a conclusion about the contract status of 2201
14 South Halsted Street during the relevant time
15 period?

16 A. Yes.

17 Q. And what is that conclusion?

18 A. I would do further inquiry into this
19 address.

20 Q. And what type of inquiry would you perform?

21 A. I would try to see why there's no overlap in
22 these dates that are listed.

1 Q. Can you describe how you would do that or
2 what your steps would be?

3 A. I would contact each of the listed
4 relocators and ask for a copy of their contract.

5 Q. And you would do that because -- and if you
6 didn't say this -- I apologize. I thought you said
7 you would do this because the dates were
8 overlapping.

9 A. Correct.

10 Q. Sergeant Sulikowski, if you could turn to
11 page -- I'm sorry. If could you turn to Page 21 of
12 Exhibit B --

13 A. Okay.

14 Q. -- and what address is this MCIS report for?

15 A. The report shows the address of 2233
16 South Canal Street in Chicago.

17 Q. And according to the MCIS report, what is
18 the contract history at 2233 South Canal Street?

19 A. The report shows that two contracts had been
20 filed against this property address.

21 Q. And according to MCIS, the MCIS report, what
22 is the contract status for the address at 2233 South

1 Canal Street during the relevant time period?

2 A. The report shows that during the relevant
3 time period there is no contract on file for
4 Protective Parking Service.

5 Q. Was there a contract on file during the
6 relevant time period according to MCIS?

7 A. The report shows, yes.

8 Q. And according to MCIS, who held the contract
9 during the relevant time period?

10 A. The report shows the company of A-1 Citywide
11 Towing having that contract.

12 Q. Sir, if you could turn to Page 227 of
13 Exhibit J.

14 A. Okay.

15 Q. And what is the date of tow on that sheet of
16 Lincoln's tow log?

17 A. 2-5 of 16.

18 Q. And on the February 5-16 Lincoln Towing log
19 does the address of 2233 South Canal Street appear?

20 A. Yes.

21 Q. Sergeant Sulikowski, based upon your review
22 of the MCIS report of your review of Lincoln Towing

1 log for February 5, 2016, did you reach a conclusion
2 about the status of the contract at 2233 South Canal
3 Street during the relevant time period?

4 A. Yes.

5 Q. And what is that conclusion?

6 A. The report shows that there is no contract
7 on file for Protective Parking Service for the
8 listed address on the date of 2-5-16.

9 Q. Sergeant Sulikowski, if you would turn to
10 Page 22 of Exhibit J.

11 A. Okay.

12 Q. I'm sorry. Page 22 of Exhibit B, Exhibit B
13 being the MCIS.

14 A. Yes. Okay.

15 Q. I'm sorry, did you say "yes," you are there?

16 A. Yes.

17 Q. Okay. And what address is this copy of the
18 MCIS report for?

19 A. The report shows the address of 2249 North
20 Milwaukee Avenue in Chicago.

21 Q. According to the MCIS report, what is the
22 contract history at 2249 North Milwaukee Avenue?

1 A. The report shows one contract listed under
2 that property address.

3 Q. And what is -- I'm sorry. Strike that.
4 According to the MCIS report, what is the contract
5 status for 2249 North Milwaukee Avenue during the
6 relevant time period?

7 A. The report shows an active contract for
8 Rendered Services that was entered on 7-19 of 2007
9 and still remains open.

10 Q. I'm going to ask you to turn to Page 44 of
11 Exhibit J.

12 A. Okay.

13 MS. PARKER-OKOJIE: One moment, your Honor.

14 (A brief pause.)

15 MS. PARKER-OKOJIE: Q. Sergeant Sulikowski, what
16 is the date of the tow for the tow -- I'm sorry.
17 What is date of the tow on the Lincoln Towing log on
18 Page 44?

19 A. The sheet shows the date of 8-26 of 15.

20 Q. And is the address of 2249 North Milwaukee
21 shown on that page?

22 A. Yes.

1 Q. Sergeant Sulikowski, based on your review of
2 the MCIS report for 2249 North Milwaukee Avenue, and
3 based on your review of the Lincoln Towing log, did
4 you reach a conclusion about the status of the
5 contract during the relevant time period?

6 A. Yes.

7 Q. And what is that?

8 A. The report shows that there is no contract
9 on file for Lincoln Towing for that address on the
10 date of 8-26 of 15.

11 Q. Sergeant Sulikowski, if you could turn to
12 Page 23 of Exhibit B.

13 A. Okay.

14 Q. And what address is that MCIS report for?

15 A. The report shows the address of 2421 West
16 Madison Street in Chicago.

17 Q. And according to the MCIS report, what is
18 the contract history at 2421 West Madison Street?

19 A. The report shows that two contracts have
20 been listed against that property address.

21 Q. And according to the MCIS report, what is
22 the contract status for 2421 West Madison Street

1 during the relevant time period?

2 A. The report shows that there were no active
3 contracts on that property address listed for the
4 relevant time period. Strike that. I misspoke.

5 Q. Okay. What did you mean to say?

6 A. The report shows that there is an active
7 contract under a different relocater that was
8 entered on 8-16 of 2011 and still remains open.

9 Q. And just for the record, what relocater is
10 that?

11 A. The report shows the name of Speed Line
12 Towing.

13 Q. Sergeant Sulikowski, if you could turn to
14 Page 133 of Exhibit J.

15 A. Okay.

16 Q. And what is the date of tow on that sheet of
17 Lincoln tow log?

18 A. 11-12 of 15.

19 Q. And on the 11-12-15 tow log, does the
20 address of 2421 West Madison appear?

21 A. Yes.

22 Q. Sergeant Sulikowski, looking at the MCIS

1 report for 2421 West Madison Street and reviewing
2 the Lincoln Towing tow log, did you reach conclusion
3 about the status of the contract at that address on
4 the -- I'm sorry -- during the relevant time period?

5 A. Yes.

6 Q. And what is that conclusion?

7 A. The report shows that there is no contract
8 on file for Protective Parking Service for the date
9 of 11-12-15.

10 Q. Sergeant Sulikowski, if you could turn to
11 Page 24 of Exhibit B?

12 A. Okay.

13 Q. And what address is the -- I'm sorry -- what
14 address is the MCIS report for?

15 A. The report shows the address of 2451 North
16 Clybourn Avenue in Chicago.

17 Q. And what -- according to the MCIS report,
18 what is the contract status for the -- I'm sorry.
19 Strike that. According to the MCIS report, what is
20 the contract history at 2451 North Clybourn Avenue?

21 A. The report shows one contract listed against
22 that property address.

1 Q. And according to MCIS -- I'm sorry. Strike
2 that.

3 Sergeant Sulikowski, if you could turn to
4 Page 268 of Exhibit J --

5 A. Okay.

6 Q. And according to Lincoln tow log on --
7 according to the Lincoln tow log, what is the date
8 of tow -- excuse me -- what is the date of tow on
9 that tow log sheet?

10 A. 3-16 of 16.

11 Q. Does the address of 2451 North Clybourn
12 appear at all on that tow sheet?

13 A. Yes.

14 Q. Going back to the MCIS report, Sergeant
15 Sulikowski, what date was the -- according to the
16 report, what date was the contract entered by
17 Protective Parking Service?

18 A. The report shows the date of 3-24-16.

19 Q. So after your review of the Lincoln Towing
20 tow log and the MCIS report for 2451 North Clybourn,
21 did you make a -- did you make a conclusion about
22 the contract status during the relevant time period?

1 A. Yes.

2 Q. And what is that conclusion?

3 A. The report shows that there was not a
4 contract on file to Protective Parking Service for
5 that address on the date of 3-16 of 16.

6 Q. Sergeant Sulikowski, if you could turn to
7 Page 25?

8 A. Okay.

9 Q. I'm sorry. I didn't specify Page 25 of
10 Exhibit B.

11 A. Okay.

12 Q. And what address is the MCIS report for?

13 A. The report shows the address of 2600 South
14 Michigan Avenue in Chicago.

15 Q. According to the MCIS report, what is the
16 contract history at 2600 South Michigan Avenue?

17 A. The report shows two contracts listed
18 against that property address.

19 Q. According to the MCIS report, Sergeant
20 Sulikowski, what is the contract status for 2600
21 South Michigan Avenue during the relevant time
22 period?

1 A. The report shows conflicting information
2 regarding the time period.

3 Q. We talked about this before. What do you
4 mean by "conflicting information?"

5 A. You have a contract that was entered and
6 cancelled after the previous contract which was
7 never cancelled.

8 Q. Would you make any conclusion about that?

9 A. Yes.

10 MR. PERL: Objection; foundation. This witness
11 hasn't been -- hasn't shown that he knows. He's
12 testifying to what this says. He's never laid
13 foundation for him knowing the legal conclusion as
14 to what that would mean regarding anything in here
15 other than what the report shows.

16 So now they want him to make a legal
17 conclusion about what's on here when they haven't
18 laid a foundation that he can do that.

19 MS. PARKER-OKOJIE: I don't know if he can do it.
20 He just said that he had made a conclusion. I asked
21 him what that was.

22 JUDGE KIRKLAND-MONTAQUE: What was your question?

1 MS. PARKER-OKOJIE: My question was what is that
2 conclusion because he said he made a conclusion
3 about the fact there was conflicting information.

4 JUDGE KIRKLAND-MONTAQUE: I think the question
5 was something else.

6 MR. PERL: But my objection would still be he's
7 been testifying to what the report says. They have
8 not laid a foundation that he knows anything about
9 this report, other than what they say, and now you
10 want him to make a conclusion, which would be a
11 legal conclusion, regarding this report, which they
12 haven't laid foundation still for any of this.

13 They have never asked him who makes
14 the report, what day is the report, do you know
15 what's on the report, none of that is in there. So
16 all he's doing right now, like anyone off the street
17 could do, he's just reading what's on the report.
18 That's all he's doing. He's not giving any
19 opinions, other than what's on the report. Now they
20 want an opinion and a conclusion.

21 JUDGE KIRKLAND-MONTAQUE: I think she's been
22 asking what's the conclusion based on the report

1 regarding.

2 MR. PERL: Only whether or not what the report
3 says if someone has a contract, not what the
4 conclusion is if there's two, because there's
5 nothing from the report you can draw from that.
6 What's the conclusion? He said the report said
7 there's no contract. That's not a legal conclusion.
8 He's just reading the report.

9 JUDGE KIRKLAND-MONTAQUE: What was the question,
10 Ms. Reporter.

11 (Question read by reporter.)

12 MR. PERL: She doesn't say about the report.
13 She's saying did you make a conclusion about that.
14 They have not laid a foundation.

15 MS. PARKER-OKOJIE: I have been asking Sergeant
16 Sulikowski to make the conclusion based on his
17 review of the MCIS report in the Lincoln tow log for
18 the past, I don't know, hour.

19 So in terms of that, we still don't
20 know what he's going to say because there's
21 conflicting information.

22 JUDGE KIRKLAND-MONTAQUE: Would you just stick to

1 the report to make your conclusion or your question
2 related to the report only.

3 MS. PARKER-OKOJIE: Sure.

4 JUDGE KIRKLAND-MONTAQUE: That's what you have
5 been doing.

6 MS. PARKER-OKOJIE: Yes, I think that's what I
7 have been doing.

8 JUDGE KIRKLAND-MONTAQUE: I think maybe you
9 didn't add the wording in there.

10 MR. PERL: This time counsel has been doing it
11 and the responses have been right on every time.

12 So Mr. Sulikowski is saying based upon
13 looking at this report, it looks like there's no
14 contract. He's not making a conclusion on his own.
15 He's not drawing anything. This question was not
16 based on the report. If counsel asked the question
17 based upon this report what do you draw, that's
18 different.

19 JUDGE KIRKLAND-MONTAQUE: Okay. That's what we
20 are going to go with.

21 MS. PARKER-OKOJIE: I think the first question
22 was based upon the report would you draw conclusions

1 and then the follow-up was what is that conclusion.

2 So I can ask it again.

3 JUDGE KIRKLAND-MONTAQUE: Why don't you maybe ask
4 him.

5 MS. PARKER-OKOJIE: I will state it again.

6 JUDGE KIRKLAND-MONTAQUE: Kind of split it up
7 without.

8 MS. PARKER-OKOJIE: Sure.

9 MS. PARKER-OKOJIE: Q. Sergeant Sulikowski, just
10 to go back, you said that there was conflicting
11 information on the MCIS report here, and just to
12 kind of remind all of us, what did you say that
13 conflicting information was?

14 A. The report shows overlapping dates.

15 Q. Okay. And I think that you had said that
16 one of the contracts seem to be open and while that
17 contract was open another contract was both entered
18 and cancelled.

19 MR. PERL: Judge, I'm going to object as to
20 leading. It's not what he said, and you're
21 absolutely coaching the witness. Why not just ask
22 him questions as opposed to doing something like

1 that, which is leading, coaching, whatever you want
2 to call it. I mean, I have given up on most of it
3 because I want to get it done.

4 JUDGE KIRKLAND-MONTAQUE: I think she is trying
5 to recap.

6 MR. PERL: But in her recap, she's not doing
7 exactly what you said.

8 MS. PARKER-OKOJIE: Rather than argue, if we
9 could just have the reporter read back his testimony
10 I think will clear it up.

11 MR. PERL: Reading back his testimony as opposed
12 to just asking a question.

13 JUDGE KIRKLAND-MONTAQUE: Okay. Fair enough.
14 What testimony did you want read back?

15 MS. PARKER-OKOJIE: I'm asking her to read back
16 everything from the first question when he talks
17 about the conflicting information.

18 JUDGE KIRKLAND-MONTAQUE: Could you read that
19 back.

20 (Question and Answer
21 read by reporter.)

22 MR. PERL: I'm just saying that if you are going

1 to actually try to state exactly what the witness
2 said over two or three questions, it can be
3 difficult, because we have to actually figure out is
4 that exactly what he said as opposed to just asking
5 him a question.

6 If you are not trying to lead the
7 witness or coach him, just ask him a question. Why
8 do you need to summarize his testimony? It's not
9 one answer. It summarizes a couple of different
10 answers.

11 JUDGE KIRKLAND-MONTAQUE: Well, I think, given
12 the fact that we stopped, I think we're trying to
13 create that continuity. And now that you have heard
14 the questions and the answers, go ahead and ask your
15 next question.

16 MS. PARKER-OKOJIE: Sure.

17 JUDGE KIRKLAND-MONTAQUE: Keep it tied to the
18 report.

19 MS. PARKER-OKOJIE: Sure.

20 Q. Sergeant Sulikowski, you said that you would
21 make conclusions based upon your review of the
22 report. What would that conclusion be based on the

1 report?

2 A. Based on this report, further analysis would
3 need to be made regarding this property address.

4 Q. Okay. And what type of further analysis
5 would that be?

6 A. That may include going to the property
7 address to see which relocater signs are posted,
8 contacting the property owner and requesting
9 contracts from the two relocators listed.

10 Q. Thank you.

11 Sergeant Sulikowski, if I could have
12 one moment, your Honor.

13 (A brief pause.)

14 Sergeant Sulikowski, if you could turn
15 to Page 209 of Exhibit J.

16 A. Okay.

17 Q. And on Page 209, what is the date of tow for
18 that sheet in the tow log?

19 A. 1-21 of 16.

20 Q. And on the 1-21-16 tow log, does the address
21 of 2600 South Michigan appear?

22 JUDGE KIRKLAND-MONTAQUE: What address did you

1 say?

2 MS. PARKER-OKOJIE: 2600, 2-6-0-0 South Michigan.

3 THE WITNESS: Yes.

4 MS. PARKER-OKOJIE: Sergeant Sulikowski, if you
5 could turn to Page 234 of Exhibit J.

6 A. Okay.

7 Q. And on Page 234, what is the date of the tow
8 on the Lincoln tow log?

9 A. 2-9 of 16.

10 Q. And does the address of 2600 South Michigan
11 appear on that page?

12 A. Yes.

13 Q. Sergeant Sulikowski, can you turn to Page
14 270 of Exhibit J.

15 A. Okay.

16 Q. And on Page 270 of Exhibit J, does the
17 address of 2600 South Michigan -- I'm sorry -- 2600
18 South Michigan appear? I'll withdraw the question,
19 your Honor.

20 if you can you turn to Page 271,
21 Sergeant Sulikowski.

22 A. Okay.

1 Q. On Page 271, Sergeant Sulikowski, what is
2 the date of the tow according to the Lincoln tow
3 log?

4 A. 3-17 of 16.

5 Q. And on that date on -- I'm sorry -- on
6 3-17-16 on the Lincoln tow log does the address of
7 2600 South Michigan appear?

8 A. Yes.

9 Q. And, finally, if you could turn to Page 276.

10 A. Okay.

11 Q. Sergeant Sulikowski, what is the date of the
12 tow on the Lincoln tow log?

13 A. 3-23 of 16.

14 Q. And on 3-23 -- on the 3-23-16 tow log, does
15 the address of 2600 South Michigan appear?

16 A. Yes.

17 Q. Sergeant Sulikowski, I ask you to turn to
18 Page -- one moment.

19 (A brief pause.)

20 I ask you to turn to Page 27 of
21 Exhibit B.

22 A. Okay.

1 Q. And which address is this MCIS report for?

2 A. The report shows the address of

3 2750 West Grand Avenue in Chicago.

4 Q. And, according to the MCIS report, what is
5 the contract history at 2750 West Grand Avenue?

6 A. The report shows two contracts listed
7 against that property address.

8 Q. According to -- I'm sorry. Strike that.

9 If you could turn to Page 6 of Exhibit
10 J, Sergeant Sulikowski -- I'm sorry. I didn't ask
11 you if you are there yet. Are you there on the
12 page, Sergeant Sulikowski?

13 A. I'm there.

14 Q. On Page 6 of Exhibit J, what is the date of
15 tow according to the Lincoln tow log?

16 A. 7-26 of 15.

17 Q. And on 7-26 of 15 on that page, does the
18 address at 2750 West Grand appear?

19 A. Yes.

20 Q. Sergeant Sulikowski, if you could turn to
21 Page 27 of Exhibit J.

22 A. Okay.

1 Q. And on Page 27 on Exhibit J, what is the
2 date of the tow on the Lincoln tow log?

3 A. 8-12 of 15.

4 Q. And on Page 27, which is the August 12, 15
5 date, does the address at 2750 West Grand appear?

6 A. Yes.

7 Q. Finally, I'll ask you to turn to Page 36 of
8 Exhibit J.

9 A. Okay.

10 Q. And on Page 36 of Exhibit J, what is the
11 date of the tow that appears on the Lincoln tow log?

12 A. 8-9 of 15.

13 Q. And on the August 9, '15 tow log of Lincoln
14 towing service, does the address of 2750 West Grand
15 appear?

16 A. Yes.

17 Q. Referring back to Exhibit B, Sergeant
18 Sulikowski, Page 27, the MCIS report for 2750 West
19 Grand, according to the report the property -- I'm
20 sorry -- according to the report for those dates in
21 question that you just mentioned in July and August
22 of 2015 -- according to the MCIS report in July and

1 August of 2015, what is the contract status for the
2 address at 2750 West Grand?

3 A. The report shows for that address under
4 those dates that a contract was listed to another
5 relocater.

6 Q. And what -- according to the report, with
7 which relocater was that contract listed at?

8 A. The report shows the name of Rokaitis
9 Industries.

10 Q. And what is the duration of of the Rokaitis
11 Industry's contract according to the MCIS report?

12 A. The report shows that the contract was
13 entered on 4-17 of 2006 and cancelled on 9-11 of
14 2015.

15 Q. Did the contract history at 2750 West Grand
16 Avenue, according to the MCIS report, show that
17 Protective Parking Service ever had a contract at
18 2750 West Grand?

19 A. The report shows that Protective Parking
20 does have a contract at that address.

21 Q. And when was that contract initiated
22 according to the MCIS report?

1 A. The report shows that that contract was
2 entered on 9-22 of 2015 and remains open.

3 Q. So, Sergeant Sulikowski, based on your
4 review of the MCIS report for 2750 West Grand Avenue
5 and your review of the Lincoln Towing tow sheets
6 that we just mentioned, do you make the conclusion
7 based on your review of those --

8 A. Yes.

9 Q. And what is your conclusion?

10 A. The report shows that Lincoln Towing did not
11 have a contract on file at 2750 West Grand Avenue
12 for the dates listed of the tows.

13 Q. Sergeant Sulikowski, I just want to check in
14 with you. Are you doing okay. Do you need to take
15 a break or anything?

16 A. No, I'm okay.

17 Q. Fine. Sergeant Sulikowski, if you could
18 turn to Page 28 of Exhibit B.

19 A. Okay.

20 Q. And what address -- what address is the MCIS
21 report for?

22 A. The report shows the address of 2801 North

1 Linder Avenue in Chicago.

2 Q. According to the MCIS report, what is the
3 contract history at 2801 North Linder Avenue?

4 A. The report shows one contract listed for
5 that property address.

6 Q. And which relocater held that contract?

7 A. The report shows that Protective Parking
8 Service holds the contract on that address.

9 Q. According to the MCIS report, when was the
10 contract with Protective Parking Service filed?

11 A. The report shows that the contract was
12 entered on 3-18 of 2016.

13 Q. And just to clarify, when you say "entered,"
14 because we have been saying entered for some of
15 these, is that the date that the contract was
16 entered by the client or filed, received by the
17 Commission?

18 MR. PERL: Objection, foundation. There's no way
19 this witness could know that. He's laid no
20 foundation for that. He's testified I don't know
21 how many times he has no idea what they do. How
22 would he know? He only knows what's on this record.

1 MS. PARKER-OKOJIE: I mean, I think the witness
2 can answer as to what he knows.

3 MR. PERL: Don't you have to lay a foundation for
4 how he knows something?

5 MS. PARKER-OKOJIE: Your Honor, Sergeant
6 Sulikowski has been testifying since yesterday
7 afternoon about these contracts and what these dates
8 mean. Certainly he's not here just to read, you
9 know, a piece of paper.

10 He's testified that he uses MCIS, that
11 he uses, you know, the report views, the screen
12 views, and all these views.

13 JUDGE KIRKLAND-MONTAQUE: I think he also
14 testified that he doesn't know how the information
15 gets put in.

16 MS. PARKER-OKOJIE: And we're not asking him how
17 the information gets put in. We're asking him what
18 those dates mean to him, because I think he's been
19 testifying to the dates, and we're just trying to
20 clear up what those dates actually mean to him.

21 MR. PERL: That's not --

22 MS. PARKER-OKOJIE: If counsel wants to

1 cross-examine him on that, I think that's fair game
2 actually, but I think he's allowed to say what he
3 thinks the dates mean as someone who uses this
4 database.

5 MR. PERL: But that wasn't the question. The
6 question was what does this date mean to you. The
7 question when something happened, and, again, I
8 understand I can cross-examine a witness, but
9 first you have to be able to lay a foundation if
10 they can even answer these questions.

11 I mean, again, the documents are --
12 there's nothing I can do about them at this point in
13 time. There is no way they can lay a foundation for
14 these documents.

15 All he is doing is -- I disagree with
16 counsel. All he's doing is reading them, because
17 that's all he can do, other than reading them.
18 Anyone off the street can read them the same way he
19 is. Anyone who can read can read exactly what he's
20 reading and know nothing more than he knows about
21 it, because he doesn't do that. He doesn't know who
22 at the Commission does it. How would he know what

1 they put on there.

2 JUDGE KIRKLAND-MONTAQUE: Can you read that
3 question back for me.

4 (Question read by reporter.)

5 MR. PERL: Your Honor, he already testified he
6 doesn't know anything. He could either guess at it
7 and --

8 JUDGE KIRKLAND-MONTAQUE: The question should be
9 tailored to what that means to him as he reads it.

10 MS. PARKER-OKOJIE: Sure.

11 JUDGE KIRKLAND-MONTAQUE: His interpretation,
12 not, you know, does he have any factual knowledge
13 about these contracts being filed.

14 MS. PARKER-OKOJIE: Okay. That's fine.

15 MS. PARKER-OKOJIE: Q. Sergeant Sulikowski, as
16 we've gone through a number of these, we have talked
17 about the date that contracts were entered or
18 cancelled and those columns or fields that appear on
19 the report.

20 To you as you review these reports --
21 well, let's backup. As you use MCIS in the screen
22 shot view, are these same fields available?

1 A. Yes.

2 Q. And do you use these fields when you are
3 using MCIS?

4 MR. PERL: Objection. Relevance.

5 MS. PARKER-OKOJIE: I'm trying to establish -- I
6 think we just had an argument about foundation, you
7 know, how he knows what these mean or does he even
8 know what they mean as he's been testifying to them.

9 So I think it's important to let
10 him explain, if he knows, and how he knows what they
11 mean, not where they come from, because I think he
12 said he doesn't know where they come from, but as
13 he's using these documents, I think it's important
14 to know why he would be making certain conclusions.
15 He's been making conclusions based on the report, so
16 I think it's important to know what he believes and
17 means.

18 MR. PERL: He already testified he doesn't use
19 these documents ever. He testified that he looks at
20 the screen, but the documents in evidence today he
21 doesn't use and it's the first time he's ever seen
22 them, and the only time he's ever seen them was

1 April 28, 2017. He doesn't use these reports.

2 That's the problem, he never uses these documents.

3 JUDGE KIRKLAND-MONTAQUE: I think you can ask the
4 question that you want to ask just based on as we
5 have been doing, based on this report, you know,
6 around what is this or what is that. Do you know
7 what I'm saying?

8 MS. PARKER-OKOJIE: I agree, your Honor.
9 I think there was an objection to foundation in
10 terms of how he knows this or, you know, how he
11 could make a conclusion as to what those dates are,
12 and I'm simply asking him how he knows what these
13 dates mean, not -- I mean, I know that we have
14 established, yes, he's testified he doesn't know
15 where the information comes from, but certainly if
16 he relies on it, he can testify as to what he thinks
17 it means.

18 MR. PERL: How about asking him how do you know
19 what these dates mean. It's a straightforward
20 question.

21 MS. PARKER-OKOJIE: But by getting --

22 MR. PERL: I wouldn't object to it and we can

1 find out.

2 JUDGE KIRKLAND-MONTAQUE: Go ahead.

3 MS. PARKER-OKOJIE: So, your Honor, before we get
4 to that step of do you know what these mean, you
5 know, what is this even -- what is this even, you
6 know, what is entered to you, I think --

7 JUDGE KIRKLAND-MONTAQUE: We already covered that
8 in the beginning when you started with this, didn't
9 we?

10 MR. PERL: My objection to that --

11 MS. PARKER-OKOJIE: I think he's been using -- I
12 think he's been using the word "entered" like the
13 words that are actually on the document like entered
14 cancel, canceled or received, but I guess the
15 question -- I'm just trying to clarify what is his
16 interpretation of that when he's saying entered,
17 because, as you know, your Honor, a contract can be
18 entered and signed, you know, on one date, but if
19 it's not filed, then, you know, that kind of
20 distinction I think to that is MCIS tracking when a
21 contract was entered by Lincoln or when it was
22 received by the Commission, and I just wanted to

1 make that distinction.

2 JUDGE KIRKLAND-MONTAQUE: I don't think he knows.

3 MR. PERL: That's exactly why I objected to these
4 documents with this witness because he has no
5 knowledge, so now counsel --

6 JUDGE KIRKLAND-MONTAQUE: I only say that because
7 I think that's what he said already.

8 MR. PERL: He's testified at his deposition and
9 here consistently he had no idea who enters these.
10 All he can do, like anyone in this room, is read the
11 documents like we are. He has no idea.

12 Now we are talking about contracts
13 entered, dated. No one's ever testified ever in
14 this courtroom what any of these things mean,
15 entered, canceled, canceled received, approved,
16 because they don't have the right to do it, because
17 it's not him, he doesn't know that.

18 All he's done and all he's allowed to
19 do is read from this document and nothing else.
20 He's never given an opinion, because he can't, as to
21 what any of it means.

22 JUDGE KIRKLAND-MONTAQUE: He did --

1 MS. PARKER-OKOJIE: He did yesterday.

2 JUDGE KIRKLAND-MONTAQUE: -- yesterday regarding
3 the open. There was no date, then that means that
4 it's still pending.

5 MR. PERL: He can tell you from reading this. If
6 you ask him straight out do you know when someone at
7 the Commission entered this, he would say I have no
8 idea. He can read it, but he doesn't know if
9 received means that's the date they received it.

10 JUDGE KIRKLAND-MONTAQUE: Can't she ask him?

11 MR. PERL: She never has.

12 JUDGE KIRKLAND-MONTAQUE: What does receive mean?

13 MR. PERL: She never asked him the question.

14 JUDGE KIRKLAND-MONTAQUE: Let's go that route.

15 MS. PARKER-OKOJIE: Your Honor, I think we
16 covered some of this yesterday.

17 JUDGE KIRKLAND-MONTAQUE: If that's what you want
18 to know and what are you trying to get to.

19 MR. PERL: The problem is counsel does want to
20 ask him the question, because it would prove he has
21 no idea what these documents are, other than reading
22 them.

1 Counsel says I think we did it
2 yesterday. No, we didn't. All he's done for a
3 day-and-a-half is that according to the documents,
4 here's what they say. Anyone can do it. I could go
5 up there and say it. One of my children could come
6 and do it, and, again, the officer does what he does
7 very well. He doesn't know anything about these
8 documents and he's never used them before.

9 When counsel says to you we covered
10 this yesterday, no, we didn't, and they definitely
11 wanted him to say somehow he has some new foundation
12 that he didn't have at his deposition or ever in
13 life that he would know anything, because I asked
14 him at his deposition about these documents.

15 He has no idea. He doesn't know when
16 they received it or when they entered it. He only
17 knows what it says on this document.

18 MS. PARKER-OKOJIE: Your Honor, that's the point
19 of argument.

20 JUDGE KIRKLAND-MONTAQUE: What do you want to
21 know?

22 MR. PERL: It's a foundational argument.

1 JUDGE KIRKLAND-MONTAQUE: What is it you are
2 trying to figure out?

3 MS. PARKER-OKOJIE: Your Honor, essentially I'm
4 just asking Sergeant Sulikowski -- he's making
5 conclusions, right, so I'm just asking him what is
6 his interpretation of what this means.

7 He certainly is more qualified to talk
8 about this than counsel or myself or anyone else,
9 because he uses MCIS. Just because he may not print
10 out this screen -- he just said to you, without
11 objection from counsel, that these are the same
12 fields that are available on the screen shot, which
13 he regularly uses.

14 So I think the best thing is to let
15 him say what fields he uses and how he uses them.

16 MR. PERL: Just in response to that, because
17 counsel made some reference to me, I would venture a
18 guess that I know way more about this document than
19 Sergeant Sulikowski, and I would venture a guess
20 that if I was questioned, I would know because I've
21 been representing Lincoln for 23 years and I know --
22 I happen to know who enters which things, how they

1 get entered. This witness doesn't.

2 So if you call me, I could probably
3 tell you, but I'm not the witness. To say that he
4 knows more than I do about these documents is
5 incorrect. It's factually wrong, because I took his
6 deposition and I found out he knows about this,
7 other than reading this document.

8 For the record, I'm going to say it
9 again, because you keep clarifying and clarifying.
10 All this witness is doing is reading from this
11 document and telling the Court what this document
12 says. That's it. He's not doing anything else,
13 because he doesn't have foundation to do that,
14 period.

15 JUDGE KIRKLAND-MONTAQUE: I think he can answer
16 what this mean, what does that mean.

17 MR. PERL: He can answer what this means to him.

18 JUDGE KIRKLAND-MONTAQUE: Yes.

19 MR. PERL: What counsel asked him what date was
20 it entered on MCIS. He doesn't know that.

21 JUDGE KIRKLAND-MONTAQUE: I'll allow you to ask
22 questions such as what do these particular terms

1 mean to you.

2 MS. PARKER-OKOJIE: Okay. Sure.

3 JUDGE KIRKLAND-MONTAQUE: Okay. It's sustained.

4 MR. PERL: I wouldn't object to that question,
5 your Honor.

6 JUDGE KIRKLAND-MONTAQUE: Okay. Good. Let's go.

7 MR. PERL: Would now be a decent time for like
8 five minutes?

9 JUDGE KIRKLAND-MONTAQUE: Sure.

10 MS. PARKER-OKOJIE: That's fine.

11 (Whereupon, a break was
12 taken.)

13 JUDGE KIRKLAND-MONTAQUE: Back on the record.

14 Ms. Parker-Okojie, I think you were about to ask a
15 question.

16 MS. PARKER-OKOJIE: Yes, your Honor. Because we
17 did take a break, I'm just going to back up a little
18 bit for the witness' benefit.

19 MS. PARKER-OKOJIE: Q. Sergeant Sulikowski, can
20 you please refer to Page 28 of Exhibit B.

21 A. Okay.

22 Q. And what address is the MCIS report for?

1 A. The report shows the address of 2801 North
2 Linder Avenue in Chicago.

3 Q. Sergeant Sulikowski, according to the MCIS
4 report, what is the contract history at 2801 North
5 Linder Avenue?

6 A. The report shows that one contract has been
7 listed against this property address.

8 Q. Sergeant Sulikowski, if you could turn to
9 Page 262 of Exhibit J.

10 A. Okay.

11 Q. Sergeant Sulikowski, what date is the tow
12 log for?

13 A. 3-9 of 16.

14 Q. And on the March 9, 2016 tow log does the
15 address of 2801 North Linder appear.

16 A. Yes.

17 Q. Sergeant Sulikowski, based on your review of
18 the MCIS report and your review of the Lincoln
19 Towing tow sheet, based on your review of the MCIS
20 report and your review of the Lincoln Towing tow
21 sheets, do you draw a conclusion about the contract
22 status at

1 2801 North Linder Avenue?

2 A. Yes.

3 Q. And what is that conclusion?

4 A. The report shows that there was no contract
5 on file for Protective Parking Service at that
6 address on 3-9 of 16.

7 Q. Sergeant Sulikowski, if you could turn to
8 Page 29 of Exhibit B.

9 A. Okay.

10 Q. What address is that -- I'm sorry. What
11 address is that MCIS report for?

12 A. The report shows the address of 2805 North
13 Linder Avenue in Chicago.

14 Q. And, according to the MCIS report -- I'm
15 sorry. Strike that. According to the MCIS report,
16 what is the contract history at 2805 North Linder
17 Avenue?

18 A. The report shows one contract listed for
19 that property address.

20 Q. And -- I'm sorry. Sergeant Sulikowski,
21 according to the MCIS report, what is the contract
22 status for 2805 North Linder during the relevant

1 time period?

2 A. The report shows that a contract was entered
3 and received on 3-18 of 2016.

4 Q. Sergeant Sulikowski, if you could turn to
5 Page 31 of Exhibit J.

6 A. Okay.

7 Q. On Page 31 of Exhibit J, what is the date of
8 the tow according to the Lincoln tow log?

9 A. 8-16 of 15.

10 Q. And on 8-16, Sergeant Sulikowski, does the
11 address of 2805 North Linder appear?

12 A. Yes.

13 Q. Sergeant Sulikowski, could you turn to Page
14 36 of Exhibit J.

15 A. Okay.

16 Q. Sergeant Sulikowski, what date is the tow
17 log for -- I'm sorry. What date is Page 36 of the
18 tow log for Lincoln Towing?

19 A. 8-19 of 15.

20 Q. And does the address of 2805 North Linder
21 appear on that page?

22 A. Yes.

1 Q. Sergeant Sulikowski, could you please turn
2 to Page 48 of Exhibit J.

3 A. Okay.

4 Q. Sergeant Sulikowski, what is the date of tow
5 for this page of the tow log?

6 A. 8-29 of 15.

7 Q. Does the address of 2805 North Linder appear
8 on Page 48?

9 A. Yes.

10 Q. Sergeant Sulikowski, if you could turn to
11 Page 55 of Exhibit J. On Page 55 -- I'm sorry.
12 I'll wait until you get there.

13 A. Okay.

14 Q. Sergeant Sulikowski, on Page 55 of the tow
15 log, what is the date of tow?

16 A. It appears to be 9-1 of 15.

17 Q. Sergeant Sulikowski, does the address of
18 2805 North Linder appear on that page?

19 A. Yes.

20 Q. Sergeant Sulikowski, I'm going to ask you to
21 turn to Page 59 of Exhibit J. I'm sorry. Sergeant
22 Sulikowski, on Page 59 of Exhibit J, what is the

1 date of tow?

2 A. 9-12 of 15.

3 Q. And on the September 12, 2015 tow log, does
4 the address of 2805 North Linder appear?

5 A. Yes.

6 Q. Sergeant Sulikowski, based on your review of
7 the MCIS report and based on your review of the
8 Lincoln Towing tow sheet, do you make a conclusion
9 about the contract status of the property at
10 2805 North Linder Avenue during the relevant time
11 period?

12 A. Yes.

13 Q. What is that conclusion?

14 A. The report shows that there was no contract
15 on file for Protective Parking Service for the dates
16 of the tows in question.

17 Q. Sergeant Sulikowski, can you turn to Page 30
18 of Exhibit B.

19 A. Okay.

20 Q. What address is that MCIS report for?

21 A. The report shows the address of 2805 North
22 Lotus Avenue in Chicago.

1 Q. Sergeant Sulikowski, according to the MCIS
2 report, what is the contract history at 2805 North
3 Lotus?

4 A. The report shows one contract listed at that
5 property address.

6 Q. Sergeant Sulikowski, if you could turn to
7 Page 34 of Exhibit J.

8 A. Okay.

9 Q. And what is the date of the tow on the
10 Lincoln tow log?

11 A. 8-18 of 15.

12 Q. Does the address of 2805 North Lotus appear
13 on the August 18, 2015 tow log for Lincoln Towing?

14 A. Yes.

15 Q. Sergeant Sulikowski, going back for one
16 moment to Page 30 of Exhibit B, who is the relocater
17 that the contract said -- is there one relocater in
18 the contract history at that address?

19 A. Yes.

20 Q. Who is that relocater?

21 A. The report shows the name of Protective
22 Parking Service.

1 Q. And what is the duration of that contract
2 according to the MCIS report?

3 A. The report shows contract entered and
4 received on 3-24 of 16 and remains open.

5 Q. Okay. Sergeant Sulikowski, next go to Page
6 35 of Exhibit J.

7 A. Okay.

8 Q. What date -- what is the date of tow
9 according to the Lincoln tow log?

10 A. 8-18 of 15.

11 Q. And does the address of 2805 North Lotus
12 appear on Page 35? I mean, does the address of
13 2805 North Lotus appear on the August 18th tow log
14 for Lincoln Towing Service?

15 A. Yes.

16 Q. If you could turn to Page 53. That's
17 Page 53 of Exhibit J.

18 A. Okay.

19 Q. Sergeant Sulikowski, what is the date of the
20 tow according to the Lincoln tow log?

21 A. 9-4 of 15.

22 Q. Sergeant Sulikowski, does the address of

1 2805 North Lotus appear on the Lincoln tow log for
2 September 4, 2015?

3 A. Yes.

4 Q. Sergeant Sulikowski, based on your review of
5 the MCIS report and your review of the Lincoln
6 Towing tow sheets, what is the contract status at
7 2805 North Lotus for the dates in question?

8 A. The report shows that there was no contract
9 on file until 3-24 of 16.

10 Q. Sergeant Sulikowski, if you could turn to
11 Page 31 of Exhibit B.

12 A. Okay.

13 Q. And what address is this MCIS report for?

14 A. The report shows the address of 2908 West
15 Fullerton Avenue in Chicago.

16 Q. According to the MCIS report, what is the
17 contract history at 2908 West Fullerton Avenue?

18 A. The report shows one contract listed for
19 that property address.

20 Q. And who was the relocater that holds that
21 contract?

22 A. The report shows Protective Parking Service

1 holds that contract.

2 Q. Sergeant Sulikowski, can you turn to Page 51
3 of Exhibit J.

4 A. Okay.

5 Q. Sergeant Sulikowski, what is the date of tow
6 on the Lincoln tow log?

7 A. 9-2 of 15.

8 Q. On the 9-2-15 Lincoln tow log does the
9 address of 2908 West Fullerton appear?

10 A. Yes.

11 Q. Sergeant Sulikowski, based on your review of
12 the Lincoln tow log and your review of the MCIS
13 report, what was the status -- I'm sorry.

14 Based on your review of the Lincoln
15 tow log and your review of the MCIS report for 2908
16 West Fullerton, did you make a conclusion based on
17 that?

18 A. Yes.

19 Q. And what is your conclusion?

20 A. The report shows that there was not a
21 contract on file for 2908 West Fullerton for
22 Protective Parking Service until 9-8 of 2015.

1 Q. Sergeant Sulikowski, if you could turn to
2 Page 32 of Exhibit B.

3 A. Okay.

4 Q. And what address is that MCIS report for?

5 A. The report shows the address of 2844 West
6 Armitage Avenue in Chicago.

7 Q. Sergeant Sulikowski, according to the MCIS
8 report, what is the contract history at 2844 West
9 Armitage Avenue?

10 A. The report shows one contract listed for
11 that property address.

12 Q. And, Sergeant Sulikowski, who holds the
13 contract at 2844 West Armitage Avenue?

14 A. The report shows that Protective Parking
15 Service holds that contract.

16 Q. Sergeant Sulikowski, according to the MCIS
17 report, what is the contract -- I'm sorry. Strike
18 that.

19 According to the MCIS report, what is
20 the duration of the contract listed with Protective
21 Parking Service at 2844 West Armitage Avenue?

22 A. The report shows that a contract was entered

1 and filed on 8-2 of 2016 and remains open.

2 Q. Sergeant Sulikowski, if you could turn to
3 Page 214 of Exhibit J. Sergeant Sulikowski, oh I'm
4 sorry. I'll wait.

5 A. Okay.

6 Q. Sergeant Sulikowski, what is the date of the
7 tow for that page of the Lincoln tow log?

8 A. 1-24 of 16.

9 Q. Sergeant Sulikowski, does the address of
10 2844 West Armitage appear on the January 24, 2016
11 tow log for Lincoln Towing Service?

12 A. Yes.

13 Q. Sergeant Sulikowski, based upon your review
14 of the MCIS report and based on your review of the
15 Lincoln Towing log sheet, do you reach a conclusion
16 about the contract status of that address during the
17 relevant time period?

18 A. Yes.

19 Q. And what is that?

20 A. The report shows that there was no contract
21 on file for Protective Parking Service until 8-2 of
22 2016.

1 Q. Sergeant Sulikowski, if you could turn to
2 Page 32 of Exhibit B.

3 A. That's the same page.

4 Q. I'm sorry. Page 33 of Exhibit B. Thank
5 you.

6 A. Okay.

7 Q. Sergeant Sulikowski, what is the address for
8 -- what is the address for the MCIS report?

9 A. The report shows the address of 3100 North
10 Central Avenue in Chicago.

11 Q. Sergeant Sulikowski, according to the MCIS
12 report, what is the contract history for the address
13 on 3100 North Central Avenue?

14 A. The report shows two contracts filed for
15 that property address.

16 Q. Sergeant Sulikowski, according to -- I'm
17 sorry. Sergeant Sulikowski, according to MCIS --
18 the MCIS report, what is the contract status for
19 3100 North Central Avenue during the relevant time
20 period?

21 A. The report shows the contract was on file
22 for a different relocater during that relevant time

1 period.

2 Q. Did Protective -- I'm sorry. Did Protective
3 Parking Service hold a contract at that address just
4 in your review of the contract history according to
5 the report?

6 A. My last answer is incorrect.

7 Q. I'm sorry?

8 A. My last answer is incorrect.

9 Q. Okay.

10 A. I'm sorry. It's --

11 Q. No, that's --

12 A. It's late in the day.

13 Q. That's okay. We are going to go back.

14 A. My eyes are --

15 Q. I asked if you there was a contract on file.

16 Well, actually, if you wouldn't mind,
17 Pat, reading back the my question to Sergeant
18 Sulikowski, then I'll ask it again.

19 (Question read by reporter.)

20 So, Sergeant Sulikowski, when you said
21 that the contract was on file -- according to the
22 report on file for a different relocater during that

1 time period, you just said your answer was
2 incorrect. Would you like an opportunity to correct
3 your answer?

4 A. Yes.

5 Q. Okay. Please explain what you meant to say.

6 A. The report shows during the relevant time
7 period that Protective Parking did have a contract
8 on file for some of that relevant time period.

9 Q. Just to remind you, Sergeant Sulikowski, the
10 relevant time period that we are referring to is
11 July 24th of 2015 through March 23 of 2016.

12 Does the record show that Protective
13 Parking Service had a contract on file between
14 July 24, 2015 and March 23, 2016?

15 MR. PERL: I'm just going object to leading the
16 witness. Counsel might not like his answer and the
17 follow-up questions are -- I don't know. Again, I
18 don't want to take a long time doing it, but he's
19 answered the question already and it's kind of
20 almost leading or coaching him the follow-up.

21 MS. PARKER-OKOJIE: Well, your Honor --

22 JUDGE KIRKLAND-MONTAQUE: I'm going to allow it

1 for clarity I think because there's confusion all
2 around.

3 MS. PARKER-OKOJIE: Certainly.

4 MR. PERL: She never clarified the relevant day
5 and time before.

6 JUDGE KIRKLAND-MONTAQUE: I know, but I think --
7 why don't you just --

8 MS. PARKER-OKOJIE: Sure. Your Honor, I'm just
9 interested in -- I mean, counsel can read the
10 exhibit. I stated the wrong address. I think we
11 all -- none of us are infallible. As Sergeant
12 Sulikowski said, it's late in the day, so I can
13 understand that, and you can ask me to explain why
14 that is, that's all. I'm not trying to get him to
15 change his answer.

16 JUDGE KIRKLAND-MONTAQUE: I know.

17 MR. PERL: Actually, Judge, she is trying to get
18 him to change his answer, because she knows the
19 answer is incorrect, and she's never done that
20 before, and that's exactly what counsel has done.

21 MS. PARKER-OKOJIE: Counsel helped me out when I
22 said the wrong --

1 MR. PERL: I agree. I'm saying this witness
2 testifies. He gives an answer. I don't think it's
3 proper to then try to coach him to say, hey, look at
4 it again because you got it wrong.

5 JUDGE KIRKLAND-MONTAQUE: I think the question
6 before that was how do you want to correct your --

7 MR. PERL: He did already. He corrected it.

8 MS. PARKER-OKOJIE: He corrected his answer,
9 because first he said there was no -- I'm sorry.
10 There was a different relocater that had a contract
11 on file during the time in question, then he said he
12 wanted to correct it and said according to the tow
13 report, Protective Parking Service had a contract on
14 file during the time in question.

15 I don't know if Sergeant Sulikowski
16 remembers, because I just didn't say relevant time
17 period. I can certainly go back to saying the dates
18 each time, because I was doing that at first, but to
19 save time, I have been saying the relevant time
20 period, then I gave him those dates, you know,
21 before lunch.

22 I don't know if he -- I think we all

1 want the record to be clear and correct. I don't
2 think this is an instance of trying to change a yes
3 to a no. I mean, the records are already in
4 evidence, so, you know, I would understand counsel's
5 point if it was something else.

6 MR. PERL: All I'm trying to get at is just that
7 we should just be straight up with each other. The
8 last 47 times she's asked him about the relevant
9 time periods and told him what it was.

10 This particular time, I'll just state
11 what it is, maybe he doesn't know, because maybe he
12 got the answer wrong, but I don't think it's proper
13 to say to the Court, oh, I'm just saying it because
14 it's late in the day. Counsel's saying it because
15 he may have gotten it wrong and the other times when
16 he didn't get it wrong, she didn't say it.

17 So it's clearly because she wants the
18 witness to rethink his answer and look at the
19 document and give a different answer. That's clear
20 to me, and it might not be clear to your Honor
21 because you may not have been close, but it's clear.

22 So to be straight up and say that's

1 what I'm doing, don't try to hide behind it's late
2 in the day, I just want to clarify the relevant time
3 period, because that's not what counsel is doing.
4 She's trying to get him to change his answer based
5 upon her coaching him. That's what is happening.

6 MS. PARKER-OKOJIE: I can go back and say the
7 date every time, that's fine because I was saying
8 dates earlier.

9 JUDGE KIRKLAND-MONTAQUE: No, that's not the
10 point.

11 MR. PERL: That's not the point.

12 JUDGE KIRKLAND-MONTAQUE: I think you are
13 coaching a little bit on this one, because we all
14 see something, but --

15 MS. PARKER-OKOJIE: But the document says what it
16 says, your Honor.

17 JUDGE KIRKLAND-MONTAQUE: Okay. Well, then let's
18 continue. Do you want to continue? Do you have
19 more questions on this particular --

20 MS. PARKER-OKOJIE: Was there a ruling -- I mean,
21 was there a ruling on that question? I think
22 counsel objected. I don't know.

1 MR. PERL: I said object as to leading and she's
2 coaching the witness.

3 JUDGE KIRKLAND-MONTAQUE: On this particular
4 question, I know we have been trying to streamline
5 and that you have allowed leading questions. We
6 have -- I mean, we have allowed it, but I think I'm
7 going to sustain the objection, and if you want to
8 re-ask a question not as leading, feel free.

9 MS. PARKER-OKOJIE: Sure.

10 MR. PERL: By bigger problem is with the coaching
11 part, but I agree I'm letting most of the leading
12 stuff go.

13 JUDGE KIRKLAND-MONTAQUE: Okay. I agree. So if
14 you want to re-ask, go ahead.

15 MS. PARKER-OKOJIE: Sure. I'll ask a different
16 question actually, your Honor, just to steer off
17 that completely.

18 MS. PARKER-OKOJIE: Q. Sergeant Sulikowski,
19 earlier you stated that in the contract history at
20 31 North Central Avenue, according to the MCIS
21 report, Protective Parking Service held a contract,
22 correct?

1 A. Yes.

2 Q. According to the MCIS report, what is the
3 duration of the contract Protective Parking Service
4 held at this property?

5 A. The report shows that a contract was entered
6 and received on 5-16 of 2006 and cancelled on 5-24
7 of 2015.

8 Q. Sergeant Sulikowski, if you would turn to
9 Page 222. I'm sorry. Page 3 of Exhibit J.

10 A. Okay.

11 Q. On Page 3 of Exhibit J, Sergeant Sulikowski,
12 what is the date of the tow?

13 A. 3-25 of 15.

14 Q. Sergeant Sulikowski, on the 7th -- I mean,
15 July 25, 2015 tow log for Lincoln Towing Service --

16 JUDGE KIRKLAND-MONTAQUE: Hold on. He said
17 three.

18 MR. PERL: Counsel, it doesn't say -- for the
19 record, there's been some other times when the
20 witness has said dates that I'm not sure are correct
21 either, and I haven't corrected it, because here's
22 the problem. Some of the times the witness has said

1 a date, it's really not clear even I can't read it.

2

3 I think there's been an assumption
4 made, because of looking at other documents, most of
5 the time not, but I think in some of these cases,
6 that is the case, so --

7 JUDGE KIRKLAND-MONTAQUE: Well --

8 MR. PERL: If he thinks it's March 25, 2015, then
9 that's what he thinks.

10 MS. PARKER-OKOJIE: Your Honor, I mean, the pages
11 are in sequential order. I mean, we can all look at
12 these pages and see what dates follow and proceed.

13 JUDGE KIRKLAND-MONTAQUE: All I'm saying you
14 didn't say the same date he said.

15 MS. PARKER-OKOJIE: That might have been my
16 fault.

17 MR. PERL: Here's my issue, Judge. This is
18 exactly the issue. Maybe when he was doing it on
19 that April 28th date, he thought this was March 25th
20 and has a different answer. That's all I'm saying.
21 These documents are voluminous. He did say 3-25-15
22 and he hasn't changed his answer.

1 JUDGE KIRKLAND-MONTAQUE: And part of it, too --
2 I mean, I will give some recognition to the fact
3 that hours upon hours going through numbers and
4 lists --

5 MR. PERL: I agree.

6 JUDGE KIRKLAND-MONTAQUE: -- it makes things a
7 little confusing.

8 MR. PERL: Just so we are clear, we have an
9 hour-and-a-half left with this witness today, and, I
10 mean, I'm tired. I don't know about Sergeant
11 Sulikowski, but I would rather -- I'll go till
12 6 o'clock or 7 o'clock. I want to get a good
13 record. I'm not sure that we should keep going
14 until 4:30 o'clock with this one witness on this
15 same stuff, because maybe it appears now that for
16 all of us, not just Sergeant Sulikowski, myself
17 included, that maybe it would be more prudent to not
18 go till 4:30 doing the same exact thing.

19 JUDGE KIRKLAND-MONTAQUE: Given the amount of
20 apparently information that we are going through, if
21 we need to take a little five-minute break and get
22 some air --

1 MR. PERL: Then let's be clear then. There's no
2 deference given because it's late in the day. I
3 really don't want to hear any more from anybody that
4 it's late in the day, because then my record's not
5 going to be good, and then when he makes a mistake
6 down the road, they go, oh, it was late in the day
7 and he just didn't know what he was saying.

8 I want to make a clear record. I
9 don't want it to be, well, I'm starting to mess up
10 because it's late in the day, later on when I
11 cross-examine him, then they ask him, well, wasn't
12 it late in the day, he really didn't know. I want
13 to make sure the record is clear.

14 JUDGE KIRKLAND-MONTAQUE: I understand. I'm just
15 offering one little piece of information to counsel
16 that she give --

17 MR. PERL: I noticed it as well. I don't want to
18 belabor it, but it might not be --

19 MS. PARKER-OKOJIE: Your honor, regardless if
20 it's earlier in the day or late in the day, I think
21 as human beings we misspeak, and I have the benefit
22 of the document in front of me and I said what I

1 saw.

2 I don't know if Sergeant Sulikowski
3 misspoke or interpreted it as it's read. We can ask
4 him that right now.

5 JUDGE KIRKLAND-MONTAQUE: He did. He said it
6 right before you did.

7 MS. PARKER-OKOJIE: No, I'm saying we can ask him
8 if that's what he meant to say or he believes this
9 is, indeed, a three. If he believes it's a three,
10 that's fine. I'm not trying to change what he's
11 saying.

12 JUDGE KIRKLAND-MONTAQUE: I understand. All I'm
13 saying there was a disconnect between what he said
14 and what you said.

15 MS. PARKER-OKOJIE: Sure.

16 MR. PERL: And just agreeing with counsel,
17 Trial 101 is based on people misspeaking every day.
18 You don't get to clarify what you said, because you
19 misspoke, unless you do it at the time when it
20 occurs.

21 So I know counsel's saying people
22 misspeak all the time. You win or lose a trial

1 because of that every day. So --

2 JUDGE KIRKLAND-MONTAQUE: Okay. So everyone's on
3 notice to be more careful. I'm going to just give
4 you this one. Go ahead.

5 MS. PARKER-OKOJIE: Absolutely.

6 MS. PARKER-OKOJIE: Q. On Page 3 of the Lincoln
7 tow log, Sergeant Sulikowski, what is the date of
8 the tow?

9 MR. PERL: Asked and answered.

10 MS. PARKER-OKOJIE: There was an objection to his
11 answer, and so --

12 MR. PERL: I didn't object.

13 JUDGE KIRKLAND-MONTAQUE: It was me, but I'm
14 going to --

15 MR. PERL: For the record, asked and answered.

16 JUDGE KIRKLAND-MONTAQUE: I'm going to overrule.
17 Go ahead. I'll give you a second bite of the apple.

18 MS. PARKER-OKOJIE: Q. Sergeant Sulikowski, what
19 is the date of the tow according to Page 3 of the
20 Lincoln tow log?

21 A. 7-25 of 15.

22 Q. And on the July 25, 2015 tow log for the

1 Lincoln tow is the address 3100 North Central
2 listed?

3 A. Yes.

4 Q. Sergeant Sulikowski, could you turn to Page
5 4, and that's Page 4 of Exhibit J.

6 Sergeant Sulikowski, what is the date
7 of the tow on Page 4 of the Lincoln tow log?

8 A. I can't read the date.

9 Q. Can you read the date on Page 5 of the
10 Lincoln tow log?

11 A. Yes.

12 Q. What's the date on Page 5?

13 A. 7-26 of 15.

14 Q. And what is the date on Page 3 of the
15 Lincoln tow log?

16 A. 7-25 of 15.

17 Q. Sergeant Sulikowski, on Page 4 of the
18 Lincoln tow log, does the address of 3100 North
19 Central appear?

20 A. Yes.

21 Q. Sergeant Sulikowski, could you please turn
22 to Page 23 of Exhibit J.

1 A. Okay.

2 Q. On Page 23 of Exhibit J, what is the date of
3 the tow listed on that page of the tow log?

4 A. 8-9 of 15.

5 Q. And is the address 3100 North Central listed
6 on that page as well?

7 A. Yes.

8 Q. Sergeant Sulikowski, could you please turn
9 to Page 53 of Exhibit J.

10 A. Okay.

11 Q. Sergeant Sulikowski, on Page 53 of the
12 Lincoln tow log, what is the date of the tow?

13 A. 9-4 of 15.

14 Q. And the September 4, 2015 tow log for
15 Lincoln Towing, does the address of 3100 North
16 Central appear?

17 A. Yes.

18 Q. Sergeant Sulikowski, can you turn to
19 Page 60 of Exhibit J.

20 A. Okay.

21 Q. Sergeant Sulikowski, what is the date of the
22 tow on Page 60 of the Lincoln tow log?

1 A. 9-13 of 15.

2 Q. On the September 13, 2015 tow log for
3 Lincoln Towing, does the address of 3100 North
4 Central appear?

5 A. Yes.

6 Q. Sergeant Sulikowski, if you could turn to
7 Page 75 of Exhibit J.

8 A. Okay.

9 Q. And what is the date of the tow listed on
10 Page 75?

11 A. 9-26 of 15.

12 Q. And on the September 26, 2015 tow log for
13 Lincoln Towing, does the address of 3100 North
14 Central appear?

15 A. Yes.

16 Q. Sergeant Sulikowski, could you please turn
17 to Page 83 of Exhibit J.

18 A. Okay.

19 Q. And what is the date of the tow on the
20 Lincoln tow log for Page 83?

21 A. 10-3 of 15.

22 Q. Sergeant Sulikowski, does the address of

1 3100 North Central appear on the October 3, 2015 tow
2 log for Lincoln Towing?

3 A. Yes.

4 Q. Sergeant Sulikowski, could you turn to
5 Page 93 of Exhibit J.

6 A. Okay.

7 Q. Sergeant Sulikowski, what is the date of the
8 tow listed on Page 93 of the Lincoln Towing Service
9 tow log?

10 A. 10-10 of 15.

11 Q. Sergeant Sulikowski, does the address of
12 3100 North Central appear on the October 10, 2015
13 tow log for Lincoln Towing Service?

14 A. Yes.

15 Q. Sergeant Sulikowski, if you could turn to
16 Page 118.

17 A. Okay.

18 Q. Sergeant Sulikowski, what is the date of the
19 tow listed on the Lincoln Towing Service tow log?

20 A. 11-1 of 15.

21 Q. And on the November 1, 2015 tow log for
22 Lincoln Towing, does the address of 3100 North

1 Central appear?

2 A. Yes.

3 Q. Sergeant Sulikowski, could you please turn
4 to Page 174 of Exhibit J.

5 A. Okay.

6 Q. Sergeant Sulikowski, what is the date of tow
7 listed on Page 174 of the Lincoln tow log?

8 A. 12-18 of 15.

9 Q. Sergeant Sulikowski, does the address of
10 3100 North Central appear on the December 18, 2015
11 tow log for Lincoln Towing Service?

12 A. Yes.

13 Q. Sergeant Sulikowski, could you please turn
14 to Page 212.

15 A. Okay.

16 Q. Sergeant Sulikowski, what is the date of the
17 tow on Page 212 of the Lincoln tow log?

18 A. 1-24 of 16.

19 Q. And on the January 24, 2016 tow log, does
20 the address of 3100 North Central appear?

21 A. Yes.

22 Q. Sergeant Sulikowski, could you please turn

1 to Page 222 of Exhibit J.

2 A. Okay.

3 Q. Sergeant Sulikowski, what is the date of the
4 tow listed on Page 222 of the Lincoln Towing Service
5 tow log?

6 A. 1-31 of 16.

7 Q. Sergeant Sulikowski, does the address of
8 3100 North Central appear on the January 31, 2016
9 tow log for Lincoln Towing Service?

10 A. Yes.

11 Q. Sergeant Sulikowski, could you please turn
12 to Page 227 of Exhibit J.

13 A. Okay.

14 Q. Sergeant Sulikowski, what is the date of the
15 tow listed on the Lincoln Towing Service tow log?

16 A. 2-5 of 16.

17 Q. Sergeant Sulikowski, does the address
18 3100 North Central appear on the February 5, 2016
19 tow log for Lincoln Towing Service?

20 A. Yes.

21 Q. Sergeant Sulikowski, could you just turn one
22 page over to Page 228.

1 A. Okay.

2 Q. Sergeant Sulikowski, what is the date of the
3 tow on Page 228 of the Lincoln Towing Service tow
4 log?

5 A. 2-6 of 16.

6 Q. Does the address of 3100 North Central
7 appear on Page 228?

8 A. Yes.

9 Q. Sergeant Sulikowski, could you please turn
10 to Page 230 of Exhibit J.

11 A. Okay.

12 Q. Sergeant Sulikowski, what is the date of tow
13 listed on -- what is the date of tow listed on Page
14 230 of the Lincoln tow log?

15 A. 2-6 of 16.

16 Q. And on the February 6, 2016 tow log, does
17 the address of 3100 North Central appear?

18 A. Yes.

19 Q. Sergeant Sulikowski, could you please turn
20 to Page 243.

21 A. Okay.

22 Q. Sergeant Sulikowski, what is the date of the

1 tow listed on Page 243?

2 A. 2-20 of 16.

3 Q. Sergeant Sulikowski, on the February 20,
4 2016 tow log for Lincoln Towing Service, does the
5 address of 3100 North Central appear?

6 A. Yes.

7 Q. Sergeant Sulikowski, could you please turn
8 to Page 250 of Exhibit J.

9 A. Okay.

10 Q. Sergeant Sulikowski, on Page 250 what is the
11 date of the tow listed on the Lincoln Towing Service
12 tow log?

13 A. 2-27 of 16.

14 Q. Sergeant Sulikowski, on the February 27,
15 2016 Lincoln Towing Service tow log, does the
16 address of 3100 North Central appear?

17 A. Yes.

18 Q. Sergeant Sulikowski, turn to Page 257 of
19 Exhibit J.

20 A. Okay.

21 Q. Sergeant Sulikowski, on Page 257 of the
22 Lincoln Towing Service tow log, what is the date of

1 the tow listed?

2 A. 3-4 of 16.

3 Q. On the March 4, 2016 tow log for Lincoln
4 Towing Service, does the address of 3100 North
5 Central appear?

6 A. Yes.

7 Q. Sergeant Sulikowski, if you could turn to
8 Page 264 of Exhibit J.

9 A. Okay.

10 Q. Sergeant Sulikowski, on Page 264 of Exhibit
11 J, what is the date of the tow listed on the Lincoln
12 Towing Service tow log?

13 A. 3-11 of 16.

14 Q. Sergeant Sulikowski, on the March 11, 2016
15 tow log for Lincoln Towing Service, does the address
16 of 3100 North Central appear?

17 A. Yes.

18 Q. Sergeant Sulikowski, if you could just go
19 one page over to 265.

20 A. Okay.

21 Q. What is the date of the tow listed on
22 Page 265 of the Lincoln Towing Service tow log?

1 A. 3-12 of 16.

2 Q. Sergeant Sulikowski, does the address of
3 3100 North Central appear on Page 265?

4 A. Yes.

5 Q. Sergeant Sulikowski, based on your review of
6 the MCIS report for 3100 North Central and based on
7 your review of the tow logs from Lincoln Towing, did
8 you make a conclusion about the status of the
9 contract at 3100 North Central Avenue during the
10 relevant time period?

11 A. Yes.

12 Q. What is that conclusion?

13 A. The report shows that there was not an
14 active contract on file during the relevant time
15 period of these tows for Protective Parking Service.

16 Q. Sergeant Sulikowski, could you turn to
17 Page 34 of Exhibit B.

18 A. Okay.

19 Q. Okay. What address is this MCIS report for?

20 A. The report shows the address of 3901 West
21 Madison Avenue in Chicago.

22 Q. Sergeant Sulikowski, according to the MCIS

1 report, what is the contract history at 3901 West
2 Madison?

3 A. The report shows that there have been four
4 contracts listed by that property address.

5 Q. Sergeant Sulikowski, according to MCIS or
6 according to the MCIS report, what is the contract
7 status for the address at 3901 West Madison during
8 the relevant time period?

9 A. The report shows that during the relevant
10 time period there's a contract on file for Rendered
11 Services.

12 Q. Sergeant Sulikowski, could you please turn
13 to Page 204 of Exhibit J.

14 A. Okay.

15 Q. Sergeant Sulikowski, what is the date of tow
16 listed on Page 204?

17 A. 1-16 of 16.

18 Q. Sergeant Sulikowski, on the January 16, 2016
19 tow log for Lincoln Towing Service, does the address
20 of 3901 West Madison appear?

21 A. Yes.

22 Q. Sergeant Sulikowski, could you please turn

1 to Page 39 of Exhibit B.

2 A. Could you repeat the page number.

3 Q. I'm sorry. One moment.

4 (A brief pause.)

5 Sergeant Sulikowski, Page 39 of

6 Exhibit B.

7 A. Okay.

8 Q. Sergeant Sulikowski, could you please turn

9 to Page 108 of Exhibit J.

10 A. Okay.

11 Q. Sergeant Sulikowski, what is the date of the

12 tow listed on Page 108 of the Lincoln Towing Service

13 tow log?

14 A. 10-23 of 15.

15 Q. Sergeant Sulikowski, does the address of

16 4946 South Drexel appear on that page?

17 A. Yes.

18 Q. Sergeant Sulikowski, if you could turn to

19 Page 39 again of Exhibit B.

20 A. Okay.

21 Q. What is the address of this -- what does the

22 address listed there on the MCIS report refer to?

1 A. The report shows the address of 4946 South
2 Drexel Boulevard in Chicago.

3 Q. Sergeant Sulikowski, according to the MCIS
4 report, what is the contract history at 4946 South
5 Drexel Boulevard?

6 A. The report shows there is one contract
7 listed to that property address.

8 Q. Sergeant Sulikowski, according to the
9 October 23, 2015 tow log, does the address at
10 4946 South Drexel appear?

11 A. Yes.

12 Q. Based on your review of the Lincoln Towing
13 Service tow log and based on your review of the MCIS
14 report, did you reach a conclusion about the
15 contract status of the property at 4946 South
16 Drexel?

17 A. Yes.

18 Q. And what is that?

19 A. The report shows that there was not an
20 active contract on file for Protective Parking
21 Service for that address on the date of the tow.

22 Q. Sergeant Sulikowski, if you can turn to

1 Page 41 of Exhibit B.

2 A. Okay.

3 Q. And what address is that contract for?

4 A. The report shows the address is 5200 West
5 North Avenue in Chicago.

6 Q. Sergeant Sulikowski, according to -- I'm
7 sorry. Sergeant Sulikowski, according to MCIS --
8 the MCIS report, what is the contract history at
9 5200 West North Avenue?

10 A. The report shows that there have been four
11 contracts listed under that property address.

12 Q. Sergeant Sulikowski, according to the MCIS
13 report, what is the contract status for the address
14 at 5200 West North Avenue during the relevant time
15 period? And the relevant time period is July 24,
16 2015 to March 23, 2016.

17 A. The report shows that a contract is listed
18 to another relocater during this time period.

19 Q. And according to the MCIS report during the
20 relevant time period, who was the relocater that the
21 contract was assigned to?

22 A. The report shows a contract open to A-1

1 Citywide Towing.

2 Q. And, according to the MCIS report, what is
3 the duration of the contract with A-1 Citywide
4 towing at that address?

5 A. The report shows that contract was entered
6 and received on 1-27 of 2011 and remains open.

7 (phone interruption.)

8 JUDGE KIRKLAND-MONTAQUE: Go ahead.

9 MS. PARKER-OKOJIE: Sure. One moment, your
10 Honor.

11 (A brief pause.)

12 MS. PARKER-OKOJIE: Q. Sergeant Sulikowski --
13 thank you, your honor.

14 Sergeant Sulikowski, turn to Page 42
15 of Exhibit B.

16 A. Okay.

17 Q. Sergeant Sulikowski, what address -- I'm
18 sorry. Sergeant Sulikowski, what address is this
19 MCIS report for?

20 A. The report shows the address of 5531 West
21 North Avenue in Chicago.

22 Q. Sergeant Sulikowski, according to the MCIS

1 report, what is the contract history at 5531 North
2 Avenue?

3 A. The report shows that there have been three
4 contracts listed to that property address.

5 Q. Sergeant Sulikowski, according to the MCIS
6 report, what is the contract status for the address
7 at 5531 West North Avenue during the relevant time
8 period?

9 A. The report shows that during the relevant
10 time period there was no contract on file.

11 Q. And when you say there was no contract --
12 that the report shows there was no contract on file,
13 do you mean there was no contract on file for any
14 relocator?

15 A. Yes.

16 Q. Sergeant Sulikowski, if you could turn to
17 Page 30 of Exhibit J.

18 A. Okay.

19 Q. Sergeant Sulikowski, according to Page 30 of
20 the Lincoln Towing Service tow log, what is the date
21 of the tow?

22 A. 8-15 of 15.

1 Q. Sergeant Sulikowski, according to the
2 August 15, 2015 tow log for Lincoln Towing Service,
3 does the address of 5531 West North Avenue appear on
4 that sheet?

5 A. Yes.

6 Q. Sergeant Sulikowski, can you turn to
7 Page 43 of Exhibit B.

8 A. Okay.

9 Q. Sergeant Sulikowski, on Page 43 of Exhibit
10 B, what address is that MCIS report for?

11 A. 8-25 of 15.

12 Q. Sergeant Sulikowski, according to which
13 address? I'm sorry. I think we have reached
14 another point of confusion. I asked for an address
15 and Sergeant Sulikowski gave you a date.

16 MR. PERL: Yes, and I'm confused. What are we
17 looking at?

18 MS. PARKER-OKOJIE: Just look at Page 43 of
19 Exhibit B. Did I say B or did I say J?

20 MR. PERL: I think that might have been the
21 confusion.

22 JUDGE KIRKLAND-MONTAQUE: 43 of B.

1 MS. PARKER-OKOJIE: Okay.

2 JUDGE KIRKLAND-MONTAQUE: Hold on. What's your
3 next question?

4 MS. PARKER-OKOJIE: I just asked him what
5 address.

6 MS. PARKER-OKOJIE: Q. I'm sorry. Maybe you
7 turned to Exhibit J, Sergeant Sulikowski.

8 A. I did.

9 JUDGE KIRKLAND-MONTAQUE: Page 43 of Exhibit B.

10 THE WITNESS: Okay. I'm there.

11 MS. PARKER-OKOJIE: Q. Okay. And what address
12 did the MCIS report refer to?

13 A. The report shows the address of 7118 West
14 Grand Avenue in Chicago.

15 Q. Sergeant Sulikowski, according to the MCIS
16 report, what is the contract history at 7118 West
17 Grand Avenue in Chicago?

18 A. The report shows seven contracts listed on
19 that property address.

20 Q. Sergeant Sulikowski, according to the MCIS
21 report, what is the contract status for 7118 West
22 Grand Avenue during the relevant time period?

1 A. During the relevant time period, there was
2 one contract that is open to that address.

3 Q. And, according to the MCIS report, what is
4 the -- I'm sorry. According to the MCIS report, who
5 was the relocater that holds the open contract
6 during the relevant time period?

7 A. The report shows the company name of Vic's
8 Towing.

9 Q. And during the relevant time period,
10 according to the MCIS report, what is the duration
11 of Vic's Towing Company's contract?

12 A. The report shows the contract entered and
13 received on November 20th of 2012 and remains open.

14 Q. Sergeant Sulikowski, could you please turn
15 to Page 230 of Exhibit J.

16 A. Okay.

17 Q. Sergeant Sulikowski, what is the date of tow
18 listed for the Lincoln Towing Service log on Page
19 230?

20 A. 2-6 of 16.

21 Q. Sergeant Sulikowski, according to the
22 February 6, 2016 tow log for Lincoln Towing Service,

1 does the address of 7118 West Grand appear?

2 A. Yes.

3 Q. Sergeant Sulikowski, based on your review of
4 the MCIS report and based on your review of the
5 Lincoln Towing Service tow log, did you make a
6 conclusion about the status of the contract during
7 the relevant time period?

8 A. Yes.

9 Q. And what is that conclusion?

10 A. The report shows that there was no active
11 contract on file for Protective Parking Service on
12 the date of 2-6 of 16.

13 Q. Thank you.

14 Your Honor, we know that we still
15 have about an hour to go, but at the rate that we
16 have been going, rather than launch to -- I mean, we
17 can go into Exhibit A with Sergeant Sulikowski, but
18 because of the time and because I think everyone --
19 just the nature of going through these, we may just
20 stop with what he's testified to in Exhibit B and
21 ask to reconvene at the next date with further
22 testimony from Sergeant Sulikowski.

1 MR. PERL: We would concur with counsel, your
2 Honor. We agree, because we are going into a whole
3 new area. They have finished their one sheet and
4 now they're going into a new tab. We agree that if
5 that would be a good stopping point, your Honor. I
6 think that was Clark Street.

7 MS. PARKER-OKOJIE: Armitage.

8 MR. PERL: Armitage. Now we are going into
9 Armitage, so it would be a good stopping point if
10 your Honor would agree.

11 JUDGE KIRKLAND-MONTAQUE: That's fine. Okay.

12 So I don't know if I said on the
13 record that we are going to continue to our next
14 scheduled hearing date.

15 MR. PERL: 7-7.

16 JUDGE KIRKLAND-MONTAQUE: July 7th.

17 MR. PERL: At 9 a.m.

18 JUDGE KIRKLAND-MONTAQUE: At 9 a.m.

19 MR. PERL: Then July 10th at 1 p.m.

20 JUDGE KIRKLAND-MONTAQUE: July 10th at 1 p.m.

21 MS. PARKER-OKOJIE: I'm sorry. We were
22 conferring and just didn't hear the time.

1 MR. PERL: 7-7 at 9 a.m., and 7-10 at 1 p.m.

2 MR. BARR: Correct.

3 MR. PERL: Thank you, Judge.

4 MS. PARKER-OKOJIE: And then Friday goes until
5 4:30, I presume.

6 JUDGE KIRKLAND-MONTAQUE: Yes.

7 MR. PERL: That's fine.

8 JUDGE KIRKLAND-MONTAQUE: As far as we can go.
9 I don't believe that I have a stamped version of the
10 exhibits that we entered B and J.

11 MS. PARKER-OKOJIE: By "a stamped version," you
12 mean a version with the seal, your Honor?

13 JUDGE KIRKLAND-MONTAQUE: No, I mean, the court
14 reporter didn't --

15 MS. PARKER-OKOJIE: Oh, did not stamp what we have
16 been using?

17 MR. BARR: I'll get the stamp.

18 JUDGE KIRKLAND-MONTAQUE: There's a stamp right
19 here. I don't think you gave it to me.

20 MS. PARKER-OKOJIE: Sure.

21 JUDGE KIRKLAND-MONTAQUE: I don't believe --

22 MS. PARKER-OKOJIE: Your Honor, we did not, but

1 we can leave them with -- would you like us to leave
2 them with you or leave them with the court reporter?

3 JUDGE KIRKLAND-MONTAQUE: I'll take them.

4 MS. PARKER-OKOJIE: Okay.

5 JUDGE KIRKLAND-MONTAQUE: Okay. I guess that's
6 it for today. Thank you.

7 (Whereupon, the above matter
8 adjourned, to be continued
9 to July 7, 2017 at 9 a.m.)

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