

STATE OF CONNECTICUT

DOCKET NUMBER: CV-98-0086079-S : SUPERIOR COURT
RETURN DATE: July 14, 1998 : JUDICIAL DISTRICT OF
WILLIAM J. ZISK : MIDDLESEX AT MIDDLETOWN
V.
WALKEY HEIGHTS ASSOCOCIATES : DECEMBER 15, 2001

AFFIDAVIT OF WILLIAM J. ZISK

TO WHOM IT MAY CONCERN, TAKE NOTICE, that the real property affected by this affidavit is located at 106 High Street, in the Village of Higganum, Town of Haddam, Connecticut, consisting of 32 acres, more or less, and is more particularly described in Schedule A attached hereto and incorporated herein.

I, William J. Zisk, being duly sworn hereby aver and say:

1. I am over 18 years of age and believe in the obligation of an oath.
2. I am the eldest of the four children born during the marriage of William W. Zisk and Mary A. Zisk, being William J. Zisk, Edward J. Zisk, Marion A. (Zisk) Krivanec and Donald R. Zisk.
3. On December 3, 1943, William W. Zisk and Mary A. Zisk purchased the above described parcels, hereinafter "subject property", from Beda L. Brainard, by Manuscript Warrantee Deed, recorded in the land records of the Town of Haddam, Connecticut at Volume 67, page 469 and 470.

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4. This will confirm receipt of three (3) pieces of correspondence from attorney of record, Charles W. Snow Jr. dated, October 16, 2001 (received October 22, 2001), November 1, 2001 (received November 6, 2001) and November 7, 2001 (received November 12, 2001), which were hand written on torn pieces of paper and torn pieces of envelopes, and not legible to any degree of accuracy.

5. This will also confirm that there has been no problems or malfunctions with either William J. Zisks' telephone or answering machine as attorney Charles W. Snow Jr. appears to have alleged in the three pieces of correspondence, and there is no record on either the telephone or answering machine to support the alleged claims of attorney Snow.

6. This will also confirm that William W. Zisk and Mary A. Zisk acquired the property commonly known as 106 High Street, Higganum, Connecticut and described in a Warranty Deed, dated December 3, 1943 and found in Volume 67, page 469 of the land records of the Town of Haddam, in the State of Connecticut (subject property). Said property containing thirty-two (32) acres, more or less, with appurtenant structures.

7. This will also confirm that William W. Zisk (father) died INTESTATE on February 3, 1969, leaving no will. On that date, pursuant to the Connecticut laws of intestate succession, William J. Zisk became an instant OWNER in the above described 32 acres of land and acquired an OWNERSHIP INTEREST in said subject property on February 3, 1969, the date of his death.

8. This will also confirm that on June 24, 1974, Mary A. Zisk (mother), who on that date held title to the 106 High Street Intestate Estate, executed a Will which further designated William J. Zisk (son) as a beneficiary of the above described subject property.

9. This will also confirm that William J. Zisk was aware of and relied upon the provisions of the June 24, 1974 Will of Mary A. Zisk. He spent further sums of money in maintaining and improving the premises and paid taxes on the above described subject property at 106 High Street, Higganum, Connecticut.

10. This will also confirm that on March 23, 1991, Marion A. (Zisk) Krivanec (sister) conveyed her entire OWNERSHIP INTEREST in the 106 High Street, Higganum, Connecticut intestate estate of William W. Zisk (father) over to William J. Zisk (brother) by Quit Claim Deed, Recorded in Book 179, page 441 of the land records of the Town of Haddam, Connecticut.

11. This will also confirm that an INDIVIDUAL by the name of Steven A. Rocco and/or the fictitious name of High Street Associates, purporting to be a Connecticut General Partnership, purports to have an interest in the above described INTESTATE ESTATE at 106 High Street, as a result of a purported Warrantee Deed from Mary A. Zisk, Edward J. Zisk and Donald R. Zisk over to the fictitious name of High Street Associates, dated May 8, 1991, and recorded in Volume 180, Page 230 of the Land Records of the Town of Haddam, Connecticut.

12. This will also confirm that William J. Zisk has provided his attorney, Charles W. Snow Jr., with factual written documented evidence in support of the fact that the purported fictitious name of High Street Associates, as well as the claim of being a purported Connecticut General Partnership, was non-existent on May 8, 1991, the date of purported transfer of title of the Zisk Intestate Estate, as recorded in Volume 180, Page 230 of the land records of the Town of Haddam, Connecticut.

13. This will also confirm that:

"a deed or other conveyance to a grantee not in existence at the time of the conveyance --- does not convey legal title to the land or estate described in the conveyance".

Connecticut Standard of Title, Standard 7.1, Comment 1.

"If a deed does not transfer legal title to a purported grantee because such grantee is not in existence at the time of the conveyance the legal title to the land --- remains in the grantor".

Connecticut Standard of Title, Standard 7.1 Comment 2.

14. This will also confirm that the entity purported known as High Street Associates, which purported to have an interest in the above described Zisk Intestate Estate as a result of a purported Warrantee Deed as referred to above, did not exist at the time of said transfer, dated May 8, 1991, and therefore all subsequent transfers and filings in the Middlesex Superior Court at Middletown, Connecticut from the alleged High Street Associates are **null and void**, which includes the purported partition action filed on June 4, 1991, Middlesex Superior Court No. CV-0062496-S, High Street Associates v. William J. Zisk; which also includes the purported title transfers of High Street Associates to Walkley Heights Associates, of 1783 Saybrook Road, Haddam Connecticut; which also includes the purported transfers from High Street Associates to Walkley Heights Associates and mortgages to Farmers and Mechanics Bank in Middletown, Connecticut; which also includes the purported transfers and mortgages from the Farmers and Mechanics Bank to the Citizens Bank of Connecticut; and which also includes the purported personnel transfer of the 106 High Street, Higganum, Connecticut Zisk family home and two (2) acres to Steven A. Rocco and Jonathon Gottlieb and subsequently purportedly to David and Samantha Carini.

15. This will also confirm that William J. Zisk has a Quiet Title action, which was filed on July 17, 1998 and currently pending in Middlesex Superior Court at Middletown, Connecticut (No. CV-98-0086079-S), in which William J. Zisk of 205 Thomas Street, Roseville, California is the plaintiff and Walkley Heights Associates - Steven A. Rocco of 1783 Saybrook Road, Haddam, Connecticut is the defendant. This will also confirm that attorney Charles W. Snow Jr., of 547 Main Street, Middletown, Connecticut is and has been the attorney of record for plaintiff William J. Zisk and that William J. Zisk has a pro se appearance in addition to attorney of record, Charles W. Snow Jr., and is required to timely receive certified copies of any and all court calendar notices and court filing notices in this action. **This will also confirm that William J. Zisk, as the plaintiff in this proceeding, retains the final decision making powers in all matters concerning this action.** William J. Zisk resides in California and the mail service takes on the average of four (4) to five (5) days to travel between Connecticut and California.

16. This will also confirm that on July 8, 1998 at 1:45 p.m., a LIS PENDENS was filed in this action in the clerk's office of the Town of Haddam, Connecticut and found in Volume 218, Page 375 of the land records of the Town of Haddam, Connecticut. The purpose of Middlesex Superior Court case No. CV 98-0086079 S, William J. Zisk v. Walkley Heights Associates is to Quiet Title the certain subject property located at 106 High Street, Higganum, Connecticut.

17. This will also confirm that the Quiet Title complaint and amended complaint filed in Middlesex Superior Court at Middletown, Connecticut (CV 98-0086079 S, William J. Zisk v. Walkley Heights Associates) on July 17, 1998 contains paragraph twelve (12) within

the Quiet Title complaint and is absolutely controlling in this entire proceeding. Paragraph twelve (12) of the amended complaint specifically states as follows:

"12. The entity known as High Street Associates, which purported to have an interest in said property as a result of a Warrantee Deed as referred to above, did not exist at time of said transfer, dated May 8, 1991 and therefore all subsequent transfers from the alleged High Street Associates are null and void".

18. This will also confirm that the defendant in the Quiet Title complaint, Walkley Heights Associates filed a motion in Middlesex Superior Court at Middletown on August 10, 1998 to strike the complaint, alleging that plaintiff William J. Zisk does not have an actual interest in the subject intestate estate at 106 High Street, Higganum, Connecticut. This will also confirm that on September 25, 1998, the Honorable Salvatore F. Arena, Judge, rendered a MEMORANDUM OF DECISION RE: MOTION TO STRIKE #102, concluding with the following:

"Viewing the allegations of the complaint in their most favorable light, the plaintiff has sufficiently alleged an actual interest in the subject property. Accordingly, the motion to strike is hereby ordered denied".

19. This will also confirm that plaintiff, William J. Zisk has consistently directed his attorney of record, Charles W. Snow Jr., from the date of filing the complaint on July 17, 1998, to specifically pursue the controlling issue of paragraph twelve (12) of the amended complaint during the past three and one-half (3 1/2) years and he has refused or failed to do so to the present date.

20. This will also confirm that plaintiff William J. Zisk has consistently requested of his attorney of record, Charles W. Snow Jr., to produce a complete copy of all billings and

payments received for professional services rendered from the date of filing the Quiet Title action, Middlesex Superior Court No. (CV 98-0086079 S, on July 17, 1998 to the present date, which shall include the work product application for each billing and payments received for the purported professional services rendered to date. As of this date, William J. Zisk has not received a complete summary of all billings and payments received for purported professional services rendered.

21. This will also confirm that on May 21, 2001, case flow coordinator, Barbara Link, mailed notice to all counsel and pro se parties that the trial in Middlesex Superior Court No. CV 98-0086079 S will begin at 10:00 a.m. on 7/31/01 and will continue until finished. Clearly, attorney Kantrovitz had over two (2) months prior notice to object to the court appointed and party consented July 31, 2001 trial date, with no mention of a 7/27/01 vacation schedule. **Failure to appear prepared to proceed may result in sanctions.** This will also confirm that plaintiff William J. Zisk made all of the necessary prior travel arrangement, at great non-refundable expense, and was in Middletown, Connecticut on 7/29/01 prepared to go to trial in this matter on 7/31/01 as noticed by the case flow coordinator, Barbara Link.

22. This will also confirm that plaintiff William J. Zisk received notice in the mail of a motion for continuance of the scheduled 7/31/01 trial date of Docket No. CV 98-0086079 S by defendants' attorney of record Howard E. Kantrovitz. The notice was post marked Southern CT 064, PM 13 JUL, 2001 and was received by William J. Zisk at 5:00 p.m. on July 18, 2001, nine (9) days before he left California to travel to Connecticut. Attorney Snow appears to have consented to the motion without the knowledge or consent of William J. Zisk. The explanation for the motion for continuance was:

**"Council will be on vacation from 7/27/01 thru 8/13/01.
Vacation was scheduled a year ago and rental of vacation home
is prepaid and non-refundable. Children and grandchildren
coming in from Colorado".**

The notice received by William J. Zisk on July 18, 2001 from Attorney Kantrovitz, further requested this case be continued to August 21, 2001 without the knowledge or consent of William J. Zisk and falsely stated that all counsel and pro se parties consented to the motion for continuance of the prior court confirmed 7/31/01 trial date. **This will also confirm that William J. Zisk did not consent to the motion for continuance of the 7/31/01 trial date, did not consent to the requested August 21, 2001 trial date and did not have any knowledge of the motion to continue, prior to July 18, 2001.** Plaintiff attorney Charles W. Snow did not submit any opposition or objection to defendants falsified motion for continuance of the trial date.

23. This will also confirm that on July 20, 2001, plaintiff, William J. Zisk received the following notice from the Superior Court, 1 Court Street, Middletown, Connecticut, one (1) week before departing from California:

Zisk, William J. vs.
Walkley Heights Assoc. CV 98-0086079 S
Counsel/pro se parties
Re: Defendant's motion for continuance,
Dated 7/12/01
Granted. Trial continued to 8/21/01 at 10:00 a.m.
Per order of the court, Gordon, J., 7/16/01
Barbara Link
Case flow Coordinator
860-343-6320
7/16/01

In Summary:

Defendant attorney Howard E. Kantrovitz filed a belated motion for continuance of the scheduled 7/31/01 trial date for purported reasons known by attorney Kantrovitz one (1) year in advance of the court confirmed trial date of 7/31/01, without the knowledge or consent of plaintiff William J. Zisk and the continuance was granted by Judge Elaine Gordon two (2) weeks prior to the scheduled 7/31/01 trial date, without any objections or opposition from plaintiff attorney Charles W Snow and without the knowledge or consent of plaintiff William J. Zisk and after his prepaid non-refundable travel arrangements had been made. Attorney Kantrovitz purposefully re-scheduled the 7/31/01 trial date to August 21, 2001, which was two (2) weeks after plaintiff William J. Zisk had just returned to California from the appearance for the original scheduled 7/31/01 trial date in Connecticut, with the full knowledge that plaintiff William J. Zisk would be unable to immediately re-schedule and prepay for travel arrangement to re-appear back in Connecticut for the involuntary rescheduled August 21, 2001 trial date, which William J. Zisk did not consent to.

24. This will also confirm that while plaintiff William J. Zisk was in Middletown, Connecticut for the original scheduled 7/31/01 trial date, he made it abundantly clear to his attorney of record, Charles W. Snow Jr., that William J. Zisk would not be able to immediately return to Connecticut by August 21, 2001 for a non-consented trial date. William J. Zisk further specifically informed his attorney, Mr. Snow, that the next available date that he would be able to return to Connecticut for trial would be during the week of October 15, 2001, and only during the week of October 15, 2001, due to conflicts with prior committed mandated

attendance at scheduled hearings and prior scheduled medical procedure appointment dates in California.

25. This will also confirm that upon plaintiff William J. Zisk returning to California at the end of the first week in August, 2001, from the prior court scheduled 7/31/01 trial date in Connecticut, he was later informed that his attorney, Charles W. Snow Jr. had filed a motion on August 2, 2001 for continuance of the trial date, and had requested a continuance to October 20, 2001 (which was a Saturday), and did not certify as to whether all counsel and pro se parties had consented to the request for a continuance, and did not certify that a copy of the motion was mailed/delivered to all counsel and pro se parties of record on the date shown at right, which was blank on the continuance application request. William J. Zisk did not consent to the requested October 20, 2001 date nor did he receive a copy of the motion for continuance in the mail from his attorney of record, Charles W. Snow Jr.. The motion for continuance was granted on August 17, 2001 by Judge Elaine Gordon and the matter was continued to November 6, 2001, without the knowledge or consent of plaintiff William J. Zisk, and with the full knowledge and confirmation that William J. Zisk would not be able to be in Connecticut on November 6, 2001, due to scheduled medical commitments and court dates in California.

26. This will also confirm that immediately following the August 17, 2001 order of Judge Gordon continuing the trial date to November 6, 2001, William J. Zisk made several telephone calls to the office of attorney Snow, receiving no answers, and leaving messages on attorney Snow's telephone answering machine confirming the fact that William J. Zisk would not be able to be in Connecticut on November 6, 2001 and instructions to return his calls immediately. William J. Zisk repeatedly left the same message on attorney Snow's telephone

answering machine, with no response forthcoming until Friday, November 2, 2001 at approximately 8:45 a.m., Pacific time. During the brief November 2, 2001 telephone conversation, attorney Snow acknowledged receipt of William J. Zisk's repeated telephone calls and messages on his answering machine during the past two months, and falsely stated that something was wrong with William J. Zisk's telephone and answering machine. William J. Zisk confirmed the fact to attorney Snow that his telephone and answering machine was and had been operating perfectly normal and William J. Zisk had not received any telephone calls or messages from attorney Snow during the course of the prior two (2) months. Attorney Snow obviously remained silent during that two (2) month period purposefully to deprive William J. Zisk of any knowledge of the secret collusive activity of both counsels.

27. This will also confirm that on Sunday November 4, 2001 at approximately 5:55 p.m. (Pacific Time), William J. Zisk received a telephone call from his son, John W. Zisk, who resides in Novato, Marin County, California. John Zisk informed William J. Zisk that he had just received a telephone call from Peter Snow, the son of attorney Charles W. Snow Jr., who also resides nearby in Marin County, California, requesting that William J. Zisk telephone attorney Snow immediately at his residence in Clinton, Connecticut. On Sunday, November 4, 2001, at approximately 6:05 p.m. (Pacific Time) William J. Zisk telephoned and spoke to attorney Snow at his residence in Clinton, Connecticut and was informed that the purpose of attorney Snow's telephone inquiry to William J. Zisk was to commit to a new trial date in plaintiffs Quite Title action in the State of Connecticut (Middlesex Superior Court No. CV 98-0086079 S). William J. Zisk informed Attorney Snow that he was momentarily unable to commit to a specific date in Connecticut at this time pending disposition of current scheduled

medical commitments and the appeal of the probate of the Estate of Mary A. Zisk before the Third District Court of Appeal in the State of California (No. C039478, Placer County Superior Court No. SPR0567), with ordering the transcripts of the record, briefing and oral argument dates to be set by the California appellate court. Attorney Snow did not mention one word to William J. Zisk about a proposed motion for continuance he planned to file the following morning, November 5, 2001, or of a trial date that was set for the following morning, November 6, 2001. William J. Zisk did not receive any short calendar notice for either date or event, nor did he consent to either date or event, nor did he receive a copy of certification of notice from attorney Snow for either date or event. During the prior three (3) months (since Sunday July 29, 2001) William J. Zisk had constantly notified attorney Snow that he would be unable to be in Connecticut on November 6, 2001, the non-consented date of trial. It is William J. Zisk's belief that attorney Snow was inquiring as to the location and whereabouts of William J. Zisk to be assured William J. Zisk would not show up in court at the non-consented November 6, 2001 trial date.

28. This will also confirm that attorney Snow waited three (3) months, or until November 5, 2001 at 1:04 p.m., the day before the non-consented November 6, 2001 trial date in Connecticut, to file a motion for continuance of the November 6, 2001 trial date. The reason stated by attorney Snow for the continuance request was: "party not available", with the explanation being: "plaintiff resides in California and has difficulty getting back and forth"!! For the reasons stated, attorney Snow requested the case be continued to February 5, 2002. The motion for continuance further stated that: "I have contacted all counsel and pro se parties of record regarding my intention to seek a continuance. ALL SUCH COUNSEL AND PRO

SE PARTIES: DO NOT CONSENT to the above request for continuance". The continuance motion was hand written and signed by attorney Charles W. Snow Jr., dated 11-5-2001. This will also confirm that plaintiff William J. Zisk had absolutely no prior knowledge of the 11-5-2001 motion for continuance, had no prior knowledge of attorney Snow's intention to file said motion, did not consent to the matter being continued to February 5, 2002 and did not receive a certified copy of the 11/5/01 motion for continuance in the mail from attorney Snow. The motion for continuance was DENIED by Judge Elaine Gordon on November 5, 2001 (mistakenly dated 10-5-01).

29 This will also confirm that on Tuesday morning November 6, 2001, at 5:08 a.m. (Pacific Time), William J. Zisk received a telephone recorded message on his answering machine from attorney Charles W. Snow Jr., from his residence in Clinton, Connecticut, briefly stating the following:

"William, this is Charlie Snow speaking, my motion for continuance was turned down,---so,---I think the smart thing to do,---when you get your stuff in place out there,---as far as the estate of your mothers' is concerned,---I'll withdraw the action and we'll start over again,---that will really,---that will really make them mad".

This will also confirm that prior to November 6, 2001 at 5:08 a.m. (Pacific Time) William J. Zisk did not have any knowledge of attorney Snow having filed a motion on November 5, 2001 for continuance of the non-consented November 6, 2001 trial date, especially since William J. Zisk had personally notified attorney Snow on August 2, 2001, while in Connecticut for the original court appointed 7/31/01 trial date, that he would not be able to return to Connecticut on November 6, 2001, due to prior committed medical

appointments and hearing dates scheduled during the first week in November, 2001. This will also confirm that on November 6, 2001, immediately following the 5:08 a.m. recorded telephone message from attorney Snow, William J. Zisk notified case-flow coordinator Barbara Link in Connecticut by telephone, and notified the Clerk of the Superior Court in Connecticut by FAX communication, and notified attorney Snow in Connecticut personally by telephone, that attorney Snow was not authorized to withdraw William J. Zisks' Quiet Title action (No. CV 98-0086079 S) in Connecticut.

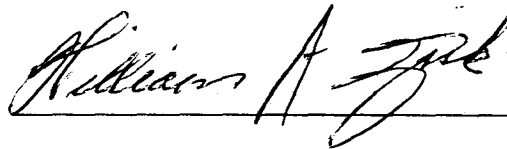
30. This will also confirm that on November 6, 2001, William J. Zisk contacted court recording monitor, Tara Jorgensen, in Connecticut to order a copy of the November 6, 2001 proceedings in court. Upon receipt of a copy of the transcripts on November 15, 2001, William J. Zisk became knowledgeable of the fact that attorney Kantrovitz raised issues and made false statements in open court which were completely irrelevant to the case at bar and contrary to the primary controlling issue before the court in this matter, namely, paragraph twelve (12) of the complaint on file in Middlesex Superior Court No. CV 98-0086079 S, William J. Zisk v. Walkley Heights Associates. In addition, it has become quite conclusive that attorney Charles W. Snow Jr. has become seriously confused as to who his client is in this matter and exactly who's interest he is protecting. Attorney Snow has not addressed paragraph twelve (12) of the complaint on file as directed by William J. Zisk, and has not objected to or opposed any of the false and deceitful actions of attorney Kantrovitz in the recent filing of the motion for continuance of the original court assigned July 31, 2001 court trial date. Attorney Kantrovitz then assigned the August 17, 2001 court date without the knowledge or consent of plaintiff William J. Zisk, and purposefully with the knowledge that William J. Zisk would not

be able to return back to Connecticut that soon. This will also confirm that attorney Snow assisted attorney Kantrovitz by continuing the August 17, 2001 trial date to November 6, 2001, without the knowledge or consent of William J. Zisk, and purposefully with the full knowledge on August 2, 2001, that William J. Zisk had prior scheduled commitments during the first week in November, 2001. Attorney Snow further assisted Attorney Kantrovitz by remaining silent between August 2, 2001 and November 2, 2001 and refusing to return the phone calls and messages of William J. Zisk during that time period. Attorney Snow further assisted attorney Kantrovitz by waiting until November 5, 2001, the day before the non-consented November 6, 2001 trial date to request a continuance. Attorney Snow further assisted attorney Kantrovitz by not objecting to his outright deceitful lies and false statements submitted within attorney Kantrovitz's objection to plaintiff's motion for continuance, dated November 5, 2001, namely, that defendant requested a continuances of the original July 31, 2001 trial date for medical reasons and that plaintiff is requesting a continuance on two grounds; first, that this matter should not proceed until he obtains a final judgment in a probate appeal and second that he resides in California and has difficulty getting back and forth, which is false and outright lies. The truth in the matter lies in the fact that had attorney Kantrovitz not demonstrated his incompetence and loss of memory by delaying the original July 31, 2001 trial date, and had attorney Snow addressed paragraph twelve of plaintiff's complaint on July 31, 2001, while plaintiff William J. Zisk was in Connecticut prepared for trial, this entire matter would have been concluded and final on July 31, 2001.

The matters stated herein based on personal knowledge and information are true and correct. Those matters stated under belief, I believe them to be true and correct. If called to testify as a witness in this matter I can competently testify as to matters of fact.

I declare under penalty of perjury under the laws of the State of California and the State of Connecticut that the foregoing is true and correct.

EXECUTED this December 15, 2001 at Roseville, California 95678.

A handwritten signature in cursive script, reading "William J. Zisk", is written over a horizontal line.

William J. Zisk Pro Se
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