

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

RNS SERVICING, LLC, an Illinois Limited Liability Company,	§	
Plaintiff,	§	
 v.	§	Case No. 17-CV-108
SPIRIT CONSTRUCTION SERVICES, INC., a Delaware Corporation, STEVEN VAN DEN HEUVEL, a citizen of the State of Wisconsin, and SHARAD TAK, a citizen of the State of Florida,	§	Honorable Edmond E. Chang
Defendants.	§	
	§	

**AFFIDAVIT OF ROBERT M. ROMASHKO IN SUPPORT OF DEFENDANTS’
OBJECTIONS AND RESPONSES TO PLAINTIFF’S ADDITIONAL STATEMENT OF
FACTS**

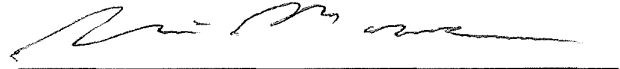
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Robert Romashko, being first duly sworn, on oath, deposes and states as follows:


1. I am an adult resident of the State of Illinois, licensed to practice law by and in good standing with the State Bar of Illinois.
2. I am one of the attorneys for Defendant Spirit Construction Services, Inc. and Steven Van Den Heuvel in the above-captioned case.
3. Attached hereto as **Exhibit 1** is a true and correct copy of the relevant excerpts of the transcript of the deposition of Steven Van Den Heuvel taken on December 18, 2018 in this case.

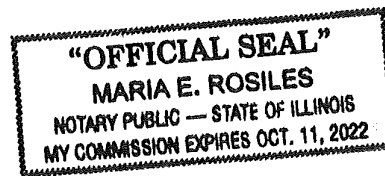
4. Attached hereto as **Exhibit 2** is a true and correct copy of the relevant excerpts of the transcript of the deposition of Sharad K. Tak taken on September 21, 2017 in this case.

5. Attached hereto as **Exhibit 3** is a true and correct copy of the relevant excerpts of the transcript of the deposition of Marc Langs taken on December 18, 2018 in this case.


Robert Romashko

Subscribed and sworn before me
this 31st day of May, 2019.


Notary Public, State of Illinois
My commission expires: 10-11-22



[Faint handwritten notes and stamps, including "NOTARY PUBLIC" and "STATE OF ILLINOIS"]

EXHIBIT 1

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

RNS SERVICING, INC., an)
Illinois Limited)
Liability Company,)
Plaintiff,)

vs.) No. 1:17-CV-108

SPIRIT CONSTRUCTION)
SERVICES, INC., a)
Delaware Corporation,)
STEVEN CAN DEN HEUVEL, a)
citizen of the State of)
Wisconsin, ST PAPER, LLC,)
a Delaware Limited)
Liability Company, and)
SHARAD TAK, a citizen of)
the State of Maryland,)
Defendants.)

The deposition of STEVEN VAN DEN
HEUVEL, called by the Plaintiff for examination,
taken pursuant to notice and pursuant to the Federal
Rules of Civil Procedure for the United States
District Courts pertaining to the taking of
depositions, taken before Meagan M. Cahill, Certified
Shorthand Reporter, at 120 South Riverside Plaza,
Suite 2200, Chicago, Illinois, commencing at
8:30 a.m. on the 18th day of December, 2018.

1 APPEARANCES:

2 JOHNSON & BELL, LTD.

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6 On behalf of the Plaintiff;

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11 On behalf of the Defendants.

12 GODFREY KAHN SC

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16 E-mail: bspahn@gklaw.com

17 On behalf of Defendant, Sharad Tak.

18 ALSO PRESENT:

19 Mr. Steven Csar

Mr. Marc Langs

20 * * * * *

1 BY MR. LANGS:

2 Q. Spirit's response was, "The Spirit
3 defendants deny the allegations," and stated in
4 Paragraph 31, "Further answering, the Spirit
5 defendants allege that at the time stated, Steve
6 Van Den Heuvel lived and worked for Spirit in
7 Georgia."

8 MR. ROMASHKO: Objection, form.

9 BY MR. LANGS:

10 Q. Did I read that correctly?

11 A. Yes.

12 Q. Are you saying that in mid to late
13 October 2005, you never invited any representatives
14 from IFC to Wisconsin to discuss this proposal we're
15 talking about?

16 A. No, I did not.

17 Q. Did you ever discuss this proposal with
18 anyone from IFC prior to your execution of the
19 consent and acknowledgement that was attached to the
20 pledge agreement?

21 A. No.

22 Q. Okay. Did you ever discuss the EPC
23 contracts that were a part of that pledge agreement
24 with anyone at IFC?

1 MR. ROMASHKO: Objection, form and
2 foundation.

3 BY THE WITNESS:

4 A. Not to my knowledge.

5 Q. Did you ever have any conversations with
6 anyone at IFC prior to 2010?

7 A. Well, a deposition in 2008.

8 Q. Okay. But that was as part of a lawsuit,
9 correct?

10 A. Yes.

11 Q. As part of the negotiations leading up to
12 what happened to be the lawsuit, did you ever have
13 any conversations with anyone at IFC?

14 A. Not -- I don't know.

15 Q. Okay. You don't remember?

16 A. I don't remember.

17 Q. If you did, you don't remember?

18 A. Right. If I did, I don't remember.

19 Q. If you could take a look at the next
20 paragraph.

21 A. Excuse me.

22 Q. And if you need to take a break at any
23 time -- like I said, it sounds like we're going to be
24 here most of the day, so we're in no rush.

1 contract where I believe you had said it was
2 somewhere in between \$25- to \$150,000, is this
3 \$300,000 payment that payment that we were talking
4 about earlier?

5 A. No.

6 Q. Okay. Is a down payment similar to the
7 one that's in this contract, is that something that
8 was usual for Spirit Construction Services when they
9 were signing one of these EPC contracts?

10 A. Some had them in, some didn't. If we can
11 negotiate them in, yes, we add them in. If we
12 couldn't negotiate them in, then whatever the
13 contract said, that's what we did.

14 Q. Okay. Of the 12 to 14 contracts that
15 we've been talking about today, how many of those do
16 you think had a down payment written into the
17 contract?

18 MR. ROMASHKO: Objection, calls for
19 speculation.

20 BY THE WITNESS:

21 A. I don't know.

22 Q. You don't know?

23 A. I don't know.

24 Q. Do you know if it was more than just this

EXHIBIT 2

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

- - - - - x
RNS SERVICING, LLC, :
An Illinois Limited :
Company, : Civil Action No.
Plaintiff, : 17-cv-108
v. :
SPIRIT CONSTRUCTION :
SERVICES, INC., A :
Delaware :
Corporation and :
Steven Van Den :
Heuvel, A Wisconsin :
citizen, :
Defendants. :

- - - - - x
Deposition of SHARAD TAK
Bethesda, Maryland
Thursday, September 21, 2017
8:55 a.m.
Job No.: 159451
Pages: 1-68 Reported By: Carla Andrews

Transcript of Sharad Tak
Conducted on September 21, 2017

2

1 Deposition of SHARAD TAK, held at the offices
2 of:

3
4 Intelligent Office Bethesda
5 7201 Wisconsin Avenue
6 Suite 440
7 Bethesda, Maryland 20814
8 240-235-6900

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 Pursuant to Notice, before Carla Andrews,
Notary Public in and for the State of Maryland.

Transcript of Sharad Tak
Conducted on September 21, 2017

3

1 A P P E A R A N C E S

2 ON BEHALF OF THE PLAINTIFF:

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7 Chicago, Illinois 60603

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10 ON BEHALF OF THE DEFENDANTS:

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12 HUSCH BLACKWELL, LLP

13 120 South Riverside Plaza

14 Suite 2200

15 Chicago, Illinois 60606

16 312-655-1500

17

18

19

20

21

22 ALSO PRESENT:

23 MARC LANGS

24 JOHN HEALY (via phone)

Transcript of Sharad Tak
Conducted on September 21, 2017

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1 A. I would expect so.

2 Q. So I want to turn to a slightly different
3 subject. Do you recall ever having any contact with
4 anyone representing IFC Credit Corporation back
5 around the time you executed these contracts?

6 A. I might have had a meeting. I think I
7 might have met with Marc Langs.

8 Q. Do you remember about when that meeting
9 was?

10 A. It could be in 2006.

11 Q. And what was the subject of that meeting?

12 A. I don't know. I think -- I think ICF was
13 saying that they had loaned some money to Van Den
14 Heuvel and never got it back. I don't remember now.
15 It is a long time ago.

16 Q. And just to clarify, that's Ron Van Den
17 Heuvel?

18 A. Yes.

19 MR. MARC LANGS: There are a lot of Van
20 Den Heuvels.

21 MR. ROMASHKO: I just dont want anyone to
22 say that it was any of the other Van Den Heuvels
23 later or question it really.

24 BY MR. ROMASHKO:

Transcript of Sharad Tak
Conducted on September 21, 2017

29

1 Q. And you don't remember the specifics of
2 that meeting, then, from what you said?

3 A. Yes, that's correct.

4 Q. After that meeting, do you recall dealing
5 with anyone at IFC before 2016?

6 A. No.

7 Q. Okay. And not to put too fine a point on
8 it, but you don't recall dealing with anyone at IFC
9 after the mill sale closed?

10 A. I don't think. I don't recall.

11 Q. Okay. And you don't recall dealing with
12 anyone at IFC in relation to any litigation they
13 filed against Ron or Spirit?

14 A. I don't.

15 Q. And you were never called to testify in
16 any sort of -- in any case related to that?

17 A. No.

18 Q. Okay. And do you recall ever getting
19 contacted by anyone from the law firm of Masuda,
20 Funai, Eifert & Mitchell?

21 A. I don't. I don't recall anything.

22 Q. And you were never contacted by Gerald
23 Morell?

24 A. I don't recall.

Transcript of Sharad Tak
Conducted on September 21, 2017

30

1 Q. Or an Edward Underhill?

2 A. I don't know. I don't think so.

3 Q. And after -- you never spoke to Mr. Langs
4 -- Marc Langs -- in relation to -- there is a number
5 of Langs here as well. You don't recall ever
6 speaking to Marc Langs in relation to any litigation
7 prior to 2016?

8 A. I don't think so.

9 Q. Okay. Are you aware that IFC eventually
10 declared bankruptcy?

11 A. I realized it when I got this copy of the
12 lawsuit.

13 Q. And when you say the lawsuit, you mean
14 this lawsuit?

15 A. Lawsuit between -- yeah, that's right.

16 MR. LANGS: Just for clarification, he is
17 talking about the RNS lawsuit?

18 THE WITNESS: That's correct.

19 BY MR. ROMASHKO:

20 Q. And do you recall ever being contacted by
21 anyone in relation to IFC's bankruptcy?

22 A. No.

23 Q. You were never contacted by the
24 bankruptcy trustee?

EXHIBIT 3

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

RNS SERVICING, INC., an)
Illinois Limited)
Liability Company,)
)
Plaintiff,)

vs.) No. 1:17-CV-108

SPIRIT CONSTRUCTION)
SERVICES, INC., a)
Delaware Corporation,)
STEVEN CAN DEN HEUVEL, a)
citizen of the State of)
Wisconsin, ST PAPER, LLC,)
a Delaware Limited)
Liability Company, and)
SHARAD TAK, a citizen of)
the State of Maryland,)
)
Defendants.)

The deposition of MARC LANGS, called
by the Defendants for examination, taken pursuant to
notice and pursuant to the Federal Rules of Civil
Procedure for the United States District Courts
pertaining to the taking of depositions, taken before
Meagan M. Cahill, Certified Shorthand Reporter, at
120 South Riverside Plaza, Suite 2200, Chicago,
Illinois, commencing at 1:30 p.m. on the 18th day of
December, 2018.

1 APPEARANCES:

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6 On behalf of the Plaintiff;

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MR. ROBERT ROMASHKO

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12 GODFREY KAHN SC

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15 Milwaukee, Wisconsin 53202

Phone: 414.273.3500

16 E-mail: bspahn@gklaw.com

17 On behalf of Defendant, Sharad Tak.

18 ALSO PRESENT: Steven Csar

19 * * * * *

1 litigation as it's going on?

2 A. Yes.

3 Q. Who is that?

4 A. It's a combination of Rebecca, outside
5 counsel, and myself.

6 Q. Okay. And you understood that outside
7 counsel's representations on behalf of IFC were IFC's
8 representations?

9 A. Generally, yes.

10 Q. That when a lawyer files something on
11 behalf of their client, that that's the client's
12 position?

13 A. I can't comment on that, whether that's
14 through or not.

15 Q. To the best of your knowledge -- Forget
16 it.

17 Do you recall what the outcome of
18 this litigation was?

19 A. Default judgment against Ron and his
20 companies. And regarding Spirit, I believe -- and,
21 again -- I'm not a lawyer, but --

22 Q. Understood.

23 A. The gist of it was there was no standing
24 on this particular complaint because these contracts

1 hadn't occurred. So the contracts not occurring at
2 that point based on the judge's reading of this or
3 our filings said that there's no ruling that can be
4 made, so he said there's no standing on this issue.

5 Q. Okay. Did you understand that meant
6 that -- if you -- did you have any understanding
7 about what that meant about IFC's rights against
8 Spirit, going forward?

9 A. No, not particularly.

10 Q. Okay.

11 A. Just that in the summary judgment, that
12 didn't get included in any kind of decision.

13 Q. Right. And, I guess, let me ask you this
14 a different way. Did you understand that IFC might
15 later have some cause of action against Spirit?

16 A. I hadn't gotten that far.

17 Q. Okay. So the litigation ends. Does IFC
18 continue to make attempts to collect against Ron?

19 A. This is where all things started
20 happening, because this date and the bankruptcy
21 happened very quickly. At that point, I resigned
22 very quickly. And what -- with the trustee and their
23 existing resources internally, according to my
24 knowledge now from RNS, in terms of when I got