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Court of Common Pleas

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By: ADAM M. FRIED 0065187

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JENNIFER SHERMAN, CO-EXECUTOR, ETC.

CV 14 827479

vs.

Judge:

SANFORD SHERMAN, ET AL

ROBERT C. MCCLELLAND

Pages Filed: 618

IN THE COURT OF COMMON PLEAS
CUYAHOGA COUNTY, OHIO

JENNIFER SHERMAN, co-executor of the Estate of Aliza Sherman, deceased,	)	CASE NO.: CV-14-827479
	)	JUDGE ROBERT C. McCLELLAND
Plaintiff,	)	
vs.	)	
SANFORD SHERMAN, *et. al.*,	)	**PLAINTIFF'S BRIEF IN OPPOSITION TO SANFORD SHERMAN'S MOTION FOR SUMMARY JUDGMENT**
Defendants.	)	

In January of 2013, a little more than two months before she was murdered, Aliza Sherman ("Aliza") sat down with her forensic accountant who had discovered a Merrill Lynch account ending in 6864 ("Aliza's ML Account") titled solely in Aliza's name. Aliza made clear to the accountant that the signatures on the account documents and the power of attorney ("POA") that authorized Defendant Sanford Sherman ("Sanford") to act on the account were forged. A forensic handwriting analyst hired by Plaintiff Jennifer Sherman, in her capacity as co-executor of the Estate of Aliza Sherman ("Plaintiff"), has sworn by affidavit that there was a strong probability that the handwriting purporting to be Aliza's on the operative Merrill Lynch ("ML") account documents was not hers.

From 2000 through 2010, Sanford used the forged POA to empty out Aliza's ML Account and transfer most of the assets into an account titled in his name. Sanford's own testimony demonstrates that these transferred assets were not used for family purposes and were, in part, used for strippers, paramours, and to settle a defamation lawsuit that Aliza never knew about. The evidence also will show that Sanford was controlling, that Aliza was scared of him, that Sanford intercepted Aliza's mail, that Sanford became worried and agitated as the divorce progressed, and that Aliza's divorce attorneys provided a forensic accountant report in January of 2013—only three months before trial—that demonstrated her discovery of the concealed Aliza's ML Account.

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Because of an overwhelming abundance of facts in support of Plaintiff's claims, coupled with the Sanford's misapplication of the law, Sanford's Motion for Summary Judgment must be denied.

A short summary of the reasons summary judgment should be denied in this matter is as follows:

- **Conversion:** In incorrectly framing Plaintiff's conversion claim pursuant to an inapplicable domestic-relations statute, Sanford asks this Court to ignore that the account at issue was titled solely in Aliza's name, providing her rights of ownership and full control. Sanford usurped these rights with forged documents, concealment, and other fraudulent acts. Issues of fact as to Sanford's wrongful exertion of dominion and control over Aliza's account and his inapplicable statute-of-limitations defense provide no basis for summary judgment.
- **Breach of Fiduciary Duty:** When a POA is executed through forgery or fraud, a fiduciary duty is legally created because such a duty is inherent to the legal instrument. With issues of fact before this Court as to whether Sanford forged powers of attorney to control financial assets titled in Aliza's name, Sanford cannot obtain summary judgment on Plaintiff's breach-of-fiduciary duty claim with a legally unsupportable argument that no such fiduciary duty exists and a misstatement of the applicable statute of limitations.
- **Unjust Enrichment:** Issues of fact exist regarding whether Aliza conferred an improper benefit of roughly $820,000 upon Sanford. Additionally, there is no basis for summary judgment based upon the statute of limitations, as the limitations period for Plaintiff's unjust-enrichment claim did not accrue until Sanford finished emptying Aliza's account with a forged POA.

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- **R.C. 2307.60:** Plaintiff's Civil Remedy for Criminal Acts claim does not require a criminal charge to proceed under R.C. 2307.60, let alone a conviction. Furthermore, the jury must determine whether Sanford committed the criminal acts of theft, telecommunications fraud, and identity fraud.
- **Civil Conspiracy:** Issues of material fact exist as to whether Sanford created a common understanding with another to commit unlawful acts regarding Aliza's assets and conceal the same from her. As such, Sanford is not entitled to summary judgment on Plaintiff's civil-conspiracy claim.

MEMORANDUM OF LAW

I. STATEMENT OF FACTS

Aliza and Sanford were married on November 28, 1982. (*See* Complaint, ¶ 2.) The couple filed for divorce on June 20, 2011. (*See id.*, ¶7; Cuyahoga County Domestic Relations Court Docket, Case No. DR-11-337138.)

The day the divorce was filed, Sanford asked a longtime friend to come over to his home. (*See* Larry Shanker Depo., attached hereto as Exhibit "A," Pg. 14:5-16.) Sanford wanted his friend there because he was very upset and concerned this could cause him to hurt someone. (*See id.*, Pgs. 16:4-11, 18:7-19.) The friend observed a "very disturbed" Sanford, who the friend described as "not someone I wanted to be around." (*See id.* Pg. 17:13-18.)

Less than two weeks after the divorce was filed, Aliza represented in correspondence to her divorce attorney that "[Sanford] has not provided anything to the household or the children since the papers were served." (*See* Affidavit of Jennifer Sherman, attached hereto as Exhibit "B," Aliza's June 29, 2011 Correspondence.) Aliza represented that Sanford "has hidden all finances, I

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don't know what we have accumulated over the years and I feel he is up to something shady." (*See id.*)

By the end of the year, Sanford continued to use the divorce proceeding to place financial strain upon Aliza. (*See id.*, Aliza's Dec. 30, 2011 Correspondence.) Restraints were placed on their children's accounts because Aliza was the custodian, which Aliza described as "ANOTHER EPISODE OF EMOTIONAL CRUELTY AND CONTROL!!" (*See id.*)(emphasis in the original.)

Aliza feared for her own safety as the divorce proceedings continued into 2012.

> Joe you saw me today, worse than ever, so jittery, been getting worse every day, anxious, nightmares, afraid to sleep, he looks deranged, the quiet is worse than the yelling, because I know he is thinking [and] planning. Please believe me, I am really afraid, I think he is going to do something really bad. I kept having low air in my tire, went to [Goodyear] after putting air in for days, said small nail, showed me nail[,] so small[,] doubt it could go [through] tire. Then I drive Jason's car for a few weeks, [f]ront tire starts losing air suddenly[,] even after air put in, feel he is out to punish me[.] I am really afraid he is going to have me killed. I am of sound mind, I just know him, his behavior is very odd, blank look, very scary! My brother[s] and friends say they fear for my safety, I worry for my children, mom, pets and my own safety. He won't stop at anything, he is determined to destroy me. [H]is room is above mine, he has been pacing for a while, don't know what to do, can't leave, won't leave Jeremy with him, stuck, if he get[s] made to leave[,] he will go nuts! This is why I have been going crazy, I am afraid of him and what he will do and I don't think [Attorney W]olf knows what a deranged man he is working with, if he doesn't "Win" he will crack, don't know what to do, I know more repercussions coming[.] They always did!

(*See id.*, Aliza's Jan. 16, 2012 Correspondence.)

Aliza described her life as unbearable with Sanford "controlling everything from the heat, kids[,] to the mail. (*See id.*, Aliza's Feb. 23, 2013 Correspondence.) Aliza claimed again to know that Sanford "is hiding funds" and how he often went to the racetrack to gamble. (*See id.*) Aliza begged her attorney to find the money Sanford was hiding while describing how Sanford took "[a]ll those trips to 'Florida[.'] Unreachable for weeks at a time, [two] oversized suitcases each

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time[.]" (*See id.*) Aliza described the financial stress being placed on family members with "bills piling up" because of the restrained accounts. (*See id.*) "I thought I was in the dark before, this is far worse[,]" Aliza stated while describing Sanford as a "terrorist." (*See id.*)

Aliza continued to fear for her safety and expressed concern that Sanford had planted listening devices around their home:

> Please get him out or get Jeremy and me out. He is getting crazier and scarier by the day, he is disgusting with his language and what he says, loud for my son to hear, trying to tarnish me in front of him and showing him a poor example of how to treat women. I am not safe around him[.] [H]e was quoting things I said to my brother when he wasn't home, house bugged probably, he will stop at nothing to hurt me[.] I don't think I will ever be safe. Whatever you can do [for] me, I thank [you] in advance.

(*See id.*, Aliza's March 9, 2012 Correspondence)

One of Sanford's friends said he purchased a $300 listening device for Sanford to use to record arguments with Aliza. (*See* Ex. A. Pgs. 27:14-28:7.) Sanford claimed the device was "to remind [himself] of doing things." (*See* Sanford Depo., attached hereto as Exhibit "C," Pg. 95:20-25.) Sanford claims he does not know where the recorder is now. (*See id.*, Pg. 97:10-12.)

Unbeknownst to Aliza were the conversations Sanford was having with his ex-police friend, during which Sanford "repeatedly[,]" more than 10 times, inquired as to how to commit the "perfect murder." (*See* Ex. A, Pgs. 31:21-32:25.) Since the friend was a former law-enforcement officer, Sanford "wanted my experience, if I was going to commit a crime, how I would do it." (*See id.* Pg. 31:12-20.)

> Q. What's your scenario?
> A. Pretty much the obvious, I think almost anybody would think of these. The fact that you don't use your car or don't let your car be seen, don't use a gun because it could be heard, don't use your street clothes, use something that would cover up your entire body, your face, your hands, don't use a gun because it would make noise.
> * * *

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Q. Each time he would ask you that question, would you respond in the same way?
A. That's how I would do it, yes.
Q. Did you have concern that Mr. Sherman was having problems and that he was asking you that question on a repeated basis?
A. He'd ask questions always on a repeated basis.

(*See id.*, Pg. 33:1-8; 33:12-19)

On or around January 7, 2013, Aliza met with a forensic accountant working on her divorce case. (*See* Ex. B, Aliza's Jan. 7, 2013 Correspondence.) During that meeting, the forensic accountant showed Aliza a ML account ending in 6864 ("Aliza's ML Account"). (*See id.*) The forensic accountant's summary showed the disappearance of all of the assets in Aliza's Account. (*See* Affidavit of Jeffrey D. Firestone, attached hereto as Exhibit "D.") Soon after that meeting, Aliza wrote to her divorce attorney the following:

> No records of the [Aliza's ML Account] or where the money went. Interesting part. He closed it, had power of attorney. It is signed with my name, initials,[] and his signature with POA written, someone else signed as a witness[,] but that is not my signature or handwriting. I don't recall ever signing a power of attorney, why would I? I am not disabled[.] More interesting, there is a letter[,] signed with my name, again[.] Not my signature, a close replica[.] Asking to revoke the power of attorney?!! That is forgery and deceit! [The forensic accountant] wanted to talk to you about all this and send you copies, but needs account records to reveal more and finish up his investigation.

(*See* Ex. B, Aliza's Jan. 7, 2013 Correspondence)

Aliza's divorce attorney sent the expert report to Sanford's divorce attorney, making clear that Aliza's ML account had become a serious issue in the divorce. (*See* Ex. D.) Attached to the Correspondence was a Draft Expert Report from the forensic accountant, which provided that "during the period of January 1, 2004 through July 2012, the Shermans withdrew an overage of approximately $25,000 per month from their marital investment accounts[.]" (*See id.*) The Expert Report also notes "that a Power of Attorney was produced for Mrs. Sherman's Merrill Lynch

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account. When we discussed this with Mrs. Sherman, she indicated that the signature of the Power of Attorney was not hers." (*See id.*)

Plaintiff testified during deposition that her mother learned about Aliza's ML Account "during her divorce and was pretty upset about finding out that Sanford had opened an account in her name and was opening, closing, [and] transferring large sums of money without her consent." (See Plaintiff Depo., attached hereto as Exhibit "E," Pgs. 48:23-49:3; 21:13-18.) Similarly Plaintiff testified that Aliza had no knowledge of the ML POAs until her divorce attorneys advised her of this. (*See id.*, Pgs. 65:15-66:1.)

The discovery of Aliza's ML Account clearly put Sanford on edge. First, he acknowledged to a friend that he was uncertain as to how the assets would be split in the divorce. (*See* James Surso Depo., attached hereto as Exhibit "F," Pg. 154:11-21.) Second, Sanford had previously made clear to another friend that Aliza would never get a dime from the divorce. (See Ex. A, Pg. 35:4-6.) That same friend said Sanford had lost "over a million dollars" day trading when the housing bubble burst and the Great Recession occurred between 2007 and 2009. (See *id.*, Pgs. 41:20-42:6-12.) Another one of his friends corroborated that Sanford suffered "a substantial drawdown in the calamity of 2008." (See Ex. F, Pgs. 100:25-101:6.) These losses affected "what moneys [Sanford] had to live on." (*See id.*, Pg. 101:11-14.) It is interesting to note that Sanford began sending instructions to ML in 2009, utilizing the forged POA to effectuate transfer large amounts of money contained in Aliza's ML Account to an account titled in only Sanford's name. (*See* Aliza's ML Account Transactions, attached hereto as Exhibit "G.") Sanford eventually drained Aliza's ML Account to zero on or around April 30, 2010. (*See id.*) Aliza's ML Account documents and testimony from the various persons who have some relationship to the documents demonstrate the following:

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- **May 17, 2000:** Despite Aliza's ML Account not being open, a ML Durable POA ("First ML POA") is executed on Aliza's ML Account. (*See* First ML POA, attached hereto as Exhibit "H.") Sanford's longtime office assistant signed the document as a witness to Aliza's signature, but she does not remember whether Aliza was present when the document was signed. (*See* Gail Reese Depo., attached hereto as Exhibit "I," Pgs. 42:9-21.) The assistant admitted she probably would have signed the document if Sanford brought it to her, represented that Aliza had signed it at home, and then asked the assistant to sign as a witness anyways. (*See id.*, Pg. 44:7-18.)
- **May 22, 2000:** Aliza's ML Account is opened. (*See* ML Client Relationship Agreement ("Agreement"), attached hereto as Exhibit "J.") An issue of fact exists as to whether a ML employee notarized Aliza's signature on the Agreement because the employee fails to check a box demonstrating that Aliza appeared before her and presented identification. (*See id.*) The employee does not remember the circumstances behind the signature, why the notary box was not properly filled out, and cannot testify "as to whether I witnessed the signature of Aliza Sherman on the Client Relationship Agreement or that Aliza Sherman signed the Client Relationship Agreement." (*See* Darlene Morganti Affidavit, attached hereto as Exhibit "K;" Morganti Depo., attached hereto as Exhibit "L," Pg. 20:6-15.) A ML financial advisor who worked on Aliza's ML Account testified that he "never" instructed the employee or any other person at the ML office to check a driver's license to confirm the signer's identity when they were witnessing and/or notarizing signatures. (*See* Stephen Spiegle Depo., attached hereto as Exhibit "M," Pgs. 44:19-45:8.)
- **July 7, 2004:** Correspondence is sent to ML representing that Aliza had revoked Sanford's authority pursuant to the First ML POA. (*See* Revocation, attached hereto as

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Exhibit "N.") Aliza denies ever sending the document. (*See* Ex. B, Aliza's Jan. 7, 2013 Correspondence)

- **December 17, 2004:** A Second ML POA is executed naming Sanford as the agent on Aliza's ML Account. (*See* Second ML POA, attached hereto as Exhibit "O.") Mark Martin, a maintenance supervisor in ML's office building, signed as witness to Aliza's purported signature. (*See id.*; Mark Martin Affidavit, attached hereto as Exhibit "P.") Martin testified that none of the signatures he witnessed on ML's behalf "occurred after the signers presented identification proving their identities." (*See id.*) Martin "cannot recall whether Aliza Sherman was presented to me or whether I witnessed Aliza Sherman's signature on the [Second ML POA]." (*See id.*) As such, Martin cannot testify as to whether Aliza signed the Second ML POA. (*See id.*)

Sanford claims that Aliza's ML Account was opened because he lacked medical-malpractice insurance. (*See* Ex. C, Pg. 218:10-219:8.) An attorney allegedly advised Sanford to move half of his money into Aliza's name with a POA to control the account. (*See id.*, Pgs. 218:23-219:8.) In contradiction to Aliza's writings and the Forensic Document Examiner, Sanford claims that Aliza opened her own account and gave Sanford the POA, but Sanford could not testify as to how she accomplished the same. (*See id.*, Pg. 225:5-19.) Sanford does not know where the documents related to Aliza's ML Account were signed, whether Aliza ever met with or talked to the ML financial advisor supervising the account, whether Aliza ever went to the ML office, or whether he provided his assistant with the document to witness. (*See id.*, Pgs. 225:20-25, 229:2-7, 208:18-25.) Sanford, however, did admit he wrote in "Sanford J. Sherman, M.D." on one POA and that his handwriting was used to make the beneficiary designation on the Agreement. (*See id.*, Pgs. 230:11-23, 256:5-15.)

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The ML financial advisor does not have any independent recollection of whether he ever met Aliza. (*See* Ex. M, Pg. 8:14-19.) While the financial advisor has a policy to set up regular meetings with his customers to go over their accounts, he does not remember having such a meeting with Aliza. (*See id.*, Pgs. 26:24-27:6.) The advisor does recall Sanford being referred to him, taking instructions from Sanford as to Aliza's ML Account, and transacting business on more than one occasion with Sanford. (*See id.*, Pgs. 13:17-14:3, 56:14-25.) But the financial advisor admitted that his recollection of Aliza was so poor that Sanford could have come into his office with any woman, claimed that she was Aliza, and the financial advisor would not have known the difference. (*See id.*, Pg. 44:12-16.)

A Forensic Document Examiner reviewed Aliza's purported signatures and initials from the First ML POA, the Agreement, the Revocation, and the Second ML POA (collectively, "Disputed Documents") with documents bearing Aliza's genuine writing and signature. (*See* Kathryn Schoenberger Affidavit, attached hereto as Exhibit "Q.") The Expert Opinion was that there is a "strong probability" that Aliza "did not write" any of the signatures and/or initials on the Disputed Documents. (*See id*, Pg. 16 of 18.) In fact, the Forensic Document Examiner opined that she was "virtually certain that [the disputed documents] and [documents bearing Aliza's genuine writing and signature] were not written by the same individual." (*Id.*) In short, Aliza's purported signatures and writing on the Disputed Document were forged. (*See id.*) Not enough of Sanford's comparable known writing was provided to allow the Forensic Document Examiner to reach a conclusion as to whether Sanford wrote the "Aliza" portion of her purported signatures on the disputed documents. (*See id*, Pg. 17 of 18.) The Forensic Document Examiner, however, stated "[t]here are indications that [Sanford] **may have written the 'Sherman'** entries of the signatures in [the Disputed Documents] but the evidence falls far short of that to support a definite

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conclusion." (*See id.*) As POA, Sanford admits executing all instructions given with regard to Aliza's ML Account. (*See* Ex. C, Pg. 251:4-7.)

Not only was Aliza's signature consistent throughout her lifetime, but none of the handwriting on the Disputed Documents appears to be in Aliza's handwriting. (*See* Ex. B, ¶ 4-6.) Overall, Aliza does not appear to sign any of the Disputed Documents. (*See id.*, ¶ 6.) Sanford, nonetheless, attempts to explain the differences in Aliza's signatures on the Disputed Documents on insomnia and dehydration. (*See* Ex. C, Pg. 160:2-12.) When faced with the allegation that he signed the documents at issue on Aliza's behalf, Sanford testified as follows:

> Q. Have you ever practiced signing Aliza's handwriting?
> A. No.
> Q. Have you ever signed her name to anything?
> A. Not that I recall.
> Q. Not that you recall?
> A. Correct.
> Q. That means you might have?
> A. I doubt it.
> Q. But you're not going to say you haven't for sure, right?
> A. I don't ever recall signing her name.

(*See id.*, Pg. 165:9-22.)

Roughly $2 million was deposited into Aliza's ML Account between May 2000 and July 2004. (*See* Ex. D.) About $785,000 was transferred from Aliza's ML Account to Sanford's ML Account ending in 7358 ("Sanford's ML Account") before Aliza's ML Account was zeroed out in May of 2010. (*See id.*) Sanford took repeated actions pursuant to the two forged ML POAs, transferring funds from Aliza's ML Account to Sanford's ML Account. (*See* Ex. G.) Sanford acknowledged he took actions with the two ML POAs to transfer financial assets, and he does not know if Aliza ever took any action regarding Aliza's ML Account. (*See* Ex. C, Pg. 248:5-11, 250:6-17.) Such facts could lead the fact finder in this matter to reasonably conclude that Sanford forged all the documents related to Aliza's ML Account in order to convert the same.

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When the estimated annual yield percentages were applied to the money transferred out, roughly $820,000 was transferred out of Aliza's ML Account to Sanford's ML Account. (*See* Ex. D.) Another $487,615.69 was withdrawn from Aliza's ML Account, but the expert "did not have sufficient records to determine the nature and purpose of the transactions ..." (*See id.,* Pg. 3.) The Expert's opinion, "to a reasonable degree of economic certainty" is that the "the Estate of Aliza C. Sherman incurred damages in the amount of $820,000 related to the transfer of funds from her Merrill Lynch account to the Merrill Lynch account of Mr. Sherman." (*See id.*, Pg. 4.) The Accountant also noted "that during the course of our work for Mrs. Sherman, we noted a large number of cash transactions for which no explanation or documentation was provided, which could be an indication of other accounts or hidden funds." (*See id.*)

Despite Aliza representing that Sanford controlled the mail, Sanford self-servingly claims that she should have been aware of Aliza's ML Account because account statements were mailed to their home. (*See* Ex. B, Aliza's Feb. 23, 2013 Correspondence.) The ML financial advisor, however, could not testify whether Aliza received her own mail and stated that ML never sent anything to Aliza that required her signature and proof of receipt. (*See* Ex. M, Pg. 57:1-20.) The financial advisor has no documents suggesting that Aliza ever gave him a single instruction as to the management of Aliza's ML Account and has no recollection of her calling him. (*See id.*, Pg. 58:1-8.) The financial advisor also does not recall talking to Aliza regarding the asset transfers from Aliza's ML Account to Sanford's ML Account. (*See id.*, Pg. 72:8-23.) The fact that all withdrawals were done with the POA that Aliza claimed bore her forged signature is telling as to her lack of knowledge as to the asset conversions.

Sanford seeks to avoid liability for the reason that the moneys were allegedly spent on family expenses. The forensic accountant, however, could not determine the nature and purpose

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of $487,615.69 that was withdrawn from Aliza's ML Account, and he also noted a large number of unexplained cash transactions that could indicate hidden accounts and/or funds. (*See* Ex. D.) The record, in fact, is replete with evidence that the money withdrawn from Aliza's ML Account was not used for family purposes.

Multiple friends and Sanford' son testified that they had been to strip clubs with Sanford between four to 12 times at various times between 2000 and present day—not necessarily on the same occasions. (*See* Stephen Greene Depo, attached hereto as Exhibit "R," Pg. 91:8-24; *See* Les Keller Depo., attached hereto as Exhibit "S," Pg. 102:16-19, 107:22-108:5; Ex. F, Pgs. 50:9-17, 51:8-15; Joshua Sherman Depo., attached hereto as Exhibit "T," Pgs. 95:13-22; 124:16-125:4.) Sanford was also known to gamble and visit horse tracks. (*See* Ex. S, Pg. 149:14-19; Ex. F, Pgs. 95:14-25, 97:12-16; Ex. D, Pgs. 123:10-124:15.) Sanford was witnessed often paying the bill when out with his friends, and these payments usually were made in cash. (*See* Ex A, Pg. 39:19-21.)

From 2009 to 2014, Sanford provided one friend with roughly $20,000. (*See* Ex. F, Pg. 83:16-25.) That friend also testified that Sanford lent money to other individuals during their friendship. (*See id.*, Pg. 86:2-6.) While the financial assistance was considered a loan, Sanford never told his friend to pay him back. (*See id.*, Pg. 85:6-12.) The friend's receipt of the money was never discussed with Aliza, and the friend did not know if she was aware of it. (*See id.*, Pgs. 85:18-86:1.) While Sanford tormented Aliza financially during the divorce, one of his friends described Sanford as "generous." (*See* Ex. S, Pg. 138:16-25.)

Sanford met a woman during 2006 in Boca Raton, Florida, while she was going through a divorce. (*See* Ex. C, Pgs. 150:7-151:11.) A friend testified that he accompanied Sanford on a trip to Long Island, New York, to meet with this woman in July of 2009 (*See* Ex. F, Pgs. 28:23-

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29:16.) Sanford paid for the friend's trip to New York, where they stayed at the woman's home and spent three to four days together. (*See id.*, Pgs. 31:9-17, 33:11-23.) Sanford admitted that his relationship with the woman became "more than just friends" a year and half after meeting her. (*See* Ex. C, Pg. 152:1-11.) The affair lasted until 2010 or 2011. (*See id.*, Pg. 152:12-19.)

Another example as to how Sanford was able to conceal information from Aliza, including the existence of a legal summons that would have been sent through the mail, occurred when a defamation claim was filed against Sanford in 2008. (*See* Cuyahoga Court of Common Pleas Complaint, Case No. CV-08-674056, attached hereto as Exhibit "U.") The Complaint alleged that Sanford "attended one or more gentleman's clubs and/or other public places while falsely impersonating [the cousin]." (*See id.*, ¶4.) "On several occasions, Defendant [Sanford] sought out and made vulgar and suggestive comments to an exotic dancer known to be a friend of [the cousin's] family ... Defendant [Sanford] told exotic dancer that he wanted to engage in sexual activity with her, all while pretending to be [the cousin]." (*See id.*) "Defendant [Sanford], while pretending to be [the cousin], also told exotic dancer that he wanted to engage in sexual activity with [the cousin's] sister and niece." (*See id.*, ¶5.) "Defendant [Sanford], while pretending to be [the cousin], threatened to kill exotic dancer and exotic dancer's father if she told [the cousin's] sister or niece about his desire to have sex with them." (*See id.*, ¶6) "Defendant [Sanford] carried on as though he were [the cousin] for several months without [the cousin's] knowledge or consent." (*See id.*, ¶9; *see, also,* Memorandum in Opposition to Defendant Sanford Sherman's Motion in Limine, attached hereto as Exhibit "V.")

Overall, Sanford admitted that many of his expenditures were not used for "family purposes" as he testified as to the following:

> Q. Okay. Are strip clubs family purposes?
> A. No.

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Q. Are strip—are dancers family purposes?
A. No.
Q. Is gambling at a racetrack family purposes?
A. No.
Q. Are paying settlement funds to settle a defamation claim family funds?
MR. GREEN: Objection. There were no funds paid.
Q. Or paying a deductible towards a lawsuit relating to [your cousin], was that family funds?
A. No.

(*See id.*, Pg. 252:5-22.)

Aliza had expected to demonstrate the fraud and conversion that Sanford perpetrated through the divorce trial. That never happened as Aliza was stabbed to death outside of her divorce attorney's downtown Cleveland office on March 24, 2013, two days before the divorce trial was scheduled to begin. (See Complaint, ¶ 8.)

II. LAW AND ARGUMENT

A. Issues of Fact Preclude the Granting of Summary Judgment In This Matter.

Civ.R. 56 (C) governs summary judgment motions and provides that summary judgment is appropriate when:

1. No genuine issue as to any material fact remains to be litigated;
2. The moving party is entitled to judgment as a matter of law; and
3. It appears from the evidence that reasonable minds can come to but one conclusion, and viewing such evidence most strongly in favor of the party against whom the motion for summary judgment is made, that conclusion is adverse to that party.

Temple v. Wean United Inc, 50 Ohio St.2d 317, 327 (1977).

As a threshold matter, summary judgment will not lie unless the movant establishes that there are no genuine issues of material fact and that the movant is entitled to judgment as a matter of law. *Morris v. First Natl. Bank & Trust Co.*, 21 Ohio St.2d 25 (1970). Since summary judgment is a shortcut resulting in termination of litigation, it must be granted carefully and all

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reservations must be resolved against the moving party. *Davis v. Loopco Industries, Inc.*, 66 Ohio St.3d 64, 66 (1993).

"[T]he burden of establishing that the material facts are not in dispute and that no genuine issue of fact exists is on the party moving for the summary judgment. *Fyffe v. Jeno's, Inc.*, 59 Ohio St.3d 115, 120 (1991). Thus, "[e]ven the inferences to be drawn from the underlying facts contained in the affidavits and depositions must be construed in the nonmoving party's favor." *Turner v. Turner*, 67 Ohio St.3d 337, 341, citing *Hounshell v. Am. States Ins. Co.*, 67 Ohio St.2d 427, 433 (1981).

Importantly, "the substantive law will identify which facts are material. Only disputes over facts that might affect the outcome of the suit under the governing law will properly preclude the entry of summary judgment." *Anderson v. Liberty Lobby, Inc.*, 477 U.S. 242, 248 (1986). "Whether a genuine issue exists is answered by the following inquiry: Does the evidence present 'a sufficient disagreement to require submission to a jury' or is it 'so one-sided that one party must prevail as a matter of law [?]'" *Id.* at 251-252 (Emphasis added).

In the dispute before this Court, Sanford's Motion for Summary Judgment repeatedly makes conclusory allegations without the required specifics and ignores the myriad issues of fact and law that preclude the granting of summary judgment in this matter. Accordingly, Sanford's Motion for Summary Judgment should be denied in its entirety.

B. Conversion: Sanford Wrongfully Exerted Dominion and Control Over Aliza's Assets Through His Use of a Forged POA.

Sanford's claim that the assets contained in Aliza's ML Account belong to him asks this Court to ignore that Aliza's ML Account was titled solely in her name at the time of the alleged conversions. Sanford obfuscates issues of fact regarding his wrongful exertion of dominion and control over Aliza's ML Account by framing Plaintiff's conversion claim as an issue of equitable

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division of marital property in a divorce proceeding pursuant to R.C. 3105.171. Aliza's tragic murder, which occurred days before the divorce trial, prevented her from addressing Sanford's financial misconduct regarding Aliza's ML Account pursuant to R.C. 3105.171, but Sanford cannot use her death to avoid liability on Plaintiff's conversion claim regarding the improper transfer of Aliza's ML Account to himself.

> Conversion is an exercise of dominion or control wrongfully exerted over property in denial of or under a claim inconsistent with the rights of another. Typically, the elements of a conversation cause of action are (1) plaintiff's ownership or right to possession of the property at the time of the conversion; (2) defendant's conversion by a wrongful act or disposition of plaintiff's property rights; and (3) damages. (Citations omitted.)

Dice v. White Family Cos., 173 Ohio App. 3d 472, 2007-Ohio-5755, ¶ 17 (2nd Dist.).

"While the three basic requirements are essential to a conversion claim, proof of the 'demand and refusal' element is conditional, dependent upon the character of the original taking: 'if the original taking was rightful and no act of dominion or control inconsistent with plaintiff's ownership had taken place, a demand and refusal are necessary.'" *Cozmyk Enters. v. Hoy*, 10th Dist. Franklin No. 96APE10-1380, 1997 Ohio App. LEXIS 2864, at *11-12 (Jun. 30, 1997).

Plaintiff can establish, or at the very least issues of fact exist regarding the following: 1) Aliza's ownership or right of possession to Aliza's ML Account at the time of Sanford's conversion; 2) Sanford's conversion of Aliza's ML Account's assets through Sanford's wrongful acts taken pursuant to a forged POA; and 3) damages of at least $820,000. *See* Dice, 2007-Ohio-5755, ¶ 17. Because Sanford unlawfully retained assets contained in Aliza's ML Account through forgery, fraud, and concealment, Plaintiff is not required to establish that the Estate demanded the assets be returned. *See Cozmyk Enters.*, 1997 Ohio App. LEXIS 2864, at *11-12. Accordingly, this Court cannot grant summary judgment on Plaintiff's conversion claim.

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1. Aliza's ML Account Belonged to her During the Conversion.

Ohio statutory law recognizes that Aliza's ML Account was titled only in her name at the time Sanford used a forged POA to convert her financial assets. While issues of fact exist as to whether Sanford created Aliza's ML Account through forged documentation, his misconduct does not change that an account titled to her vests title solely in Aliza and provides her rights of ownership and full control during her lifetime. Even if Sanford and Aliza were parties to a divorce proceeding and R.C. 3105.171 applied, Sanford would not obtain the result he seeks. Such an argument assumes that the domestic-relations court would not have determined that Sanford's fraudulent actions constituted a completed gift that made the assets in Aliza's ML Account her separate property. Furthermore, the argument assumes that the distinction between marital and separate property would have mattered at all as R.C. 3105.171 provided the domestic-relations court with the power to address Sanford's financial misconduct at the heart of Plaintiff's claim. Accordingly, Sanford's unsupportable legal argument that Aliza's ML Account contained his property provides no basis for the granting of summary judgment on Plaintiff's conversion claim.

a. Aliza's ML Account and its Assets Were Titled in Her Name.

Aliza's ML Account and its assets were titled in her name and subject to her dominion and control when Sanford used a forged POA to convert Aliza's personal assets. R.C. 2131.10 governs the creation of payable-on-death accounts and provides the following:

> A natural person, adult or minor, referred to in sections 2131.10 and 2131.11 of the Revised Code as the owner, may enter into a written contract with any bank, building and loan or savings and loan association, credit union, or society for savings, authorized to receive money on an investment share certificate, share account, deposit, or stock deposit, and transacting business in this state, whereby the proceeds of the owner's investment share certificate, share account, deposit, or stock deposit may be made payable on the death of the owner to another person or to any entity or organization, referred to in such sections as the beneficiary,

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> notwithstanding any provisions to the contrary in Chapter 2107. of the Revised Code. In creating such accounts, "payable on death" or "payable on the death of" may be abbreviated to "P.O.D."
>
> *Every contract of an investment share certificate, share account, deposit, or stock deposit authorized by this section shall be deemed to contain a right on the part of the owner during the owner's lifetime both to withdraw the proceeds of such investment share certificate, share account, deposit, or stock deposit, in whole or in part, as though no beneficiary has been named, and to designate a change in beneficiary. The interest of the beneficiary shall be deemed not to vest until the death of the owner.*
>
> * * *

R.C. 2131.10 (Emphasis added).

The Ohio Supreme Court holds that "[t]he above quoted statutory language *gives the depositor full ownership of a P.O.D. account's funds during her lifetime*, whereas the beneficiary's interest does not vest until the owner's death." *Miller v. Peoples Fed Sav. & Loan Ass'n*, 68 Ohio St.2d 175, 177-78 (1981) (Emphasis added).

"As was stated in *Miller, supra,* the depositor retains an ownership right to change the beneficiary or withdraw the funds. *In other words, legal title to the funds in the account remains with the depositor.*" *Estate of Strang v. Strang*, 5th Dist. Ashland No. 03-COA-071, 2004-Ohio-3677, ¶ 26 (Emphasis added). "Such is not the situation with an *inter vivos* trust, wherein a settlor out of necessity must convey the legal title to the trust *res* to the trustee so that the trustee may hold the property for the benefit of the *cestui que trust.*" *Id.*, citing *First Natl. Bank of Cincinnati v. Tenney*, 165 Ohio St. 513 (1956); *First Natl. Bank of Middletown v. Gregory*, 13 Ohio App.3d 161 (12th Dist. 1983). "*In a P.O.D. account, the depositor-owner retains both the legal and equitable interests in the account.*" *Id.* at ¶ 27 (Emphasis added). "Also, the interest of a 'beneficiary' in a P.O.D. account does not vest until the death of the owner." *Id.*; *see Eger v. Eger*, 39 Ohio App.2d 14 (8th Dist.1974). "Thus, a P.O.D. account does not encompass one of the

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fundamental essentials of a trust, namely, the separation of the legal estate from the equitable estate." *Id.*; *see Hill v. Irons*, 160 Ohio St. 21 (1953).

Pursuant to R.C. 2131.10, the opening of Aliza's ML Account in her name provided her with full ownership and control of the account's funds during her lifetime. *See Miller*, 68 Ohio St.2d at 177-178. Aliza had the rights to change the beneficiary designation and withdraw or deposit funds as legal and equitable title interests in Aliza's ML Account remained with her. *See Strang*, 2004-Ohio-3677, ¶¶ 26-27. While the facts underlying the creation of Aliza's ML Account are disputed, Sanford admitted that the account was opened in Aliza's name. (*See* Ex. C, Pg. 218:10-219:8.) Sanford's stated basis for creating Aliza's ML Account was to take title out of his name to protect the same in the event Sanford was liable in a medical malpractice case. (*See id.*) Issues of fact as to whether Sanford created and controlled Aliza's ML Account through forgery does not change that Aliza had legal and equitable title over the assets in Aliza's ML Account since it was opened and when Sanford wrongfully exerted dominion and control over the same. *See Strang*, 2004-Ohio-3677, ¶¶ 26-27. Accordingly, Sanford's claim that the assets in Aliza's ML Account belong to him is without merit and provides no basis for summary judgment.

b. Aliza's ML Account Is Not Marital Property.

Sanford's Motion for Summary Judgment attempts to confuse this Court into thinking this is a divorce proceeding instead of a civil lawsuit. Even if R.C. 3105.171 was applicable to this matter—or the divorce proceeding had occurred without Aliza's tragic murder—Sanford's position that Aliza's ML Account would be deemed marital property is nothing but an assumption. Sanford's argument assumes that the domestic-relations court would not have determined that Aliza's ML Account was her separate property because his fraudulent actions constituted a completed gift. More importantly, whether the domestic-relations court determined

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that Aliza's ML Account was separate or marital property likely would have been inconsequential pursuant to R.C. 3105.171. Accordingly, Sanford's argument that Aliza's ML Account assets belong to him under R.C. 3105.171 is legally flawed, inapplicable to this lawsuit, and provides no basis whatsoever for summary judgment.

i. Sanford's Fraudulent Actions Regarding Aliza's ML Account Constitute a Completed Gift That Made the Account Aliza's Separate Property.

Even if R.C. 3105.171 was applicable to the present matter, Sanford would struggle to establish that his fraudulent actions regarding Aliza's ML Account constituted a completed gift that made Aliza's ML Account her separate property. Pursuant to R.C. 3105.171(A)(3)(b), "'Marital property' does not include any separate property." R.C. 3105.171(A)(6)(A) defines "Separate property" as the following:

> "Separate property" means all real and personal property and any interest in real or personal property that is found by the court to be any of the following:
>
> * * *
>
> *(vii) Any gift of any real or personal property or of an interest in real or personal property that is made after the date of the marriage and that is proven by clear and convincing evidence to have been given to only one spouse.*

"Spouses can change the nature of the property through their conduct during the marriage." *Price v. Price*, 11th Dist. Geauga No. 2000-G-2320, 2002-Ohio-299, ¶ 23, citing *Moore v. Moore*, 83 Ohio App. 3d 75, 77 (9th Dist. 1992). "A gift is a voluntary transfer by the donor to the donee without any consideration or compensation." *Dever v. Dever*, 12th Dist. Case No. CA98-07-050, 1999 Ohio App. LEXIS 1625, at *10 (Apr. 12, 1999), citing *In Re: Estate of Kenney*, 2d Dist. Case No. 13384, 1993 Ohio App. LEXIS 2481 (May 13, 1993). "The essential elements of an *inter vivos* gift are: (1) an intention on the part of the donor to transfer the title and right of possession to the donee, (2) delivery by the donor to the donee, (3) relinquishment of

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ownership, dominion and control over the gift by the donor, and (4) acceptance by the donee." *Id.* at *10-11; *see Bolles v. Toledo Trust Co.*, 132 Ohio St. 21 (1936). "All the facts and circumstances must be considered in determining whether the elements of a gift have been proven." *Id.* at *11.

In *Dever*, the Appellate Court recognized that "[i]t is not necessary that there should be a manual delivery of the thing given, *** nor is there any particular form or mode in which the transfer is made. The gift may be perfected when the donor places in the hands of the donee the means of obtaining possession of the contemplated gift, accompanied with acts and declarations showing an intention to give and to divest himself of all dominion over the property." *Id.* at *19-20, citing *O'Brien v. O'Brien*, 112 Ohio St. 202, 212 (1925). "The delivery must in effect make the donor unable to undo the gift." *Id.* at *20, citing *Hiple v. Skolmutch*, 88 Ohio App. 529 (5th Dist. 1950). "In other words, the gift must be irrevocable." *Id.* The court recognized "that once the donor has placed the donee's name on the title of an asset, that creates sufficient delivery for gift analysis." *Id.* at *20, citing *Fleishc v. Suedhof*, 12th Dist. Clermont No. CA86-05-032, 1986 Ohio App. LEXIS 9750 (Dec. 8, 1986); *Goebel v. Brown*, 12th Dist. Butler No. CA86-12-187, 1987 Ohio App. LEXIS 8767 (Sept. 21, 1987).

Like in *Dever*, and whether Sanford forged the paperwork to open Aliza's ML Account or not, the gift of the financial assets was perfected when Sanford placed the financial assets in an account in Aliza's name. *See id.* at *19-20. Furthermore, the forged documentation constitutes Sanford's "acts and declarations showing an intention to give and to divest himself of all dominion over [Aliza's ML Account]." *See id.* Once Sanford placed Aliza's name on the ML Account containing the assets, the gift was sufficiently delivered and became irrevocable. *See id.* at *20. The issues of fact as to whether Sanford's forged paperwork and concealed Aliza's ML

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Account do not change that the assets were legally titled in Aliza's name, delivered to her, and accepted by her through Sanford's fraudulent actions. *See id.* at *10. As such, the assets contained in Aliza's ML Account at the time of the alleged conversion constitute her separate property pursuant to R.C. 3105.171(A)(a), and Sanford has no legal basis for summary judgment on Plaintiff's conversion claim.

ii. Even if the Domestic-Relations Court Determined that Aliza's ML Account Was Marital Property, R.C. 3105.171 Provides the Power to Address Sanford's Financial Misconduct.

Not only does the distinction between marital and separate property have no bearing on the present matter, the distinction would have made little difference in the divorce proceeding as well. Had Aliza not been murdered days before the divorce proceeding, R.C. 3105.171 would have provided the domestic-relations court with the power to address Sanford's financial misconduct regarding the assets in Aliza's ML Account. R.C. 3105.171(E)(1) states that the court can make "a distributive award to facilitate, effectuate, or supplement a division of marital property. The court may require any distributive award to be secured by a lien on the payor's specific marital property or separate property." "If a spouse has engaged in financial misconduct, including, but not limited to, the dissipation, destruction, concealment, nondisclosure, or fraudulent disposition of assets, the court may compensate the offended spouse with a distributive award or with a greater award of marital property." R.C. 3105.171(E)(4).

As Aliza's ML Account contained assets titled in only her name and subject to her control pursuant to R.C. 2131.10, the domestic-relations court would have examined whether Sanford wrongfully exerted dominion and control over the assets through financial misconduct such as concealment, nondisclosure, and fraudulent dispositions. *See id.* If the domestic-relations court determined that Sanford had engaged in financial misconduct—the same issue of fact that is

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before this Court—the domestic-relations court could have compensated Aliza with a greater award of marital property or a distributive award from Sanford's separate property. *See id.* Now, after Aliza's tragic murder, Sanford attempts to make a distinction without a difference between marital and separate property that has no bearing on Plaintiff's conversion claim. Accordingly, there is no basis for summary judgment on Plaintiff's conversion claim.

2. Sanford Converted Aliza's Assets Through the Wrongful Acts of Forgery, Concealment, and Fraud.

Summary judgment cannot be granted as issues of fact remain regarding Sanford's conversion of assets contained in Aliza's ML Account through the wrongful acts of forgery, concealment, and fraud. The second element of a conversion claim is "defendant's conversion by a wrongful act or disposition of plaintiff's property rights." *Dice*, 2007-Ohio-5755, ¶ 17. Issues of facts exist as to whether Sanford committed the following wrongful acts to convert and disposes of assets titled in Aliza's name in Aliza's ML Account: 1) opening Aliza's ML Account through forged documentation; 2) concealing Aliza's ML Account from Aliza; and 3) converting assets contained in Aliza's ML Account through the use of a forged POA. *See id.* As issues of fact remain as to whether Sanford, through the wrongful acts of forgery, concealment, and fraud, converted and disposed of Plaintiff's property, Sanford is not entitled to summary judgment on Plaintiff's conversion claim.

3. Sanford's Actions Resulted in Plaintiff Incurring Damages.

Summary judgment cannot be granted as issues of fact remain as to Plaintiff's damages resulting from Sanford's conversion of financial assets contained in Aliza's ML Account. The third and final element of a conversion claim is damages. *Dice*, 2007-Ohio-5755, ¶ 17. An expert has opined, "to a reasonable degree of economic certainty," that Plaintiff has incurred damages in the amount of at least $820,000 related to the transfer of assets from Aliza's ML Account to

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Sanford's ML Account. (*See* Ex. D.) As such, there is no basis for summary judgment on Plaintiff's conversion claim as damages have been shown to exist. At the very least, an issue of material fact remains on the same for this Court to decide at trial.

C. Conversion: Plaintiff's Claim Is Not Barred by the Statute of Limitations.

Because the statute of limitations on Plaintiff's conversion claim did not begin to run until Plaintiff discovered Sanford's conversion, Plaintiff's conversion claim is timely filed. At the very least, when Aliza knew or reasonably knew about the conversion is a disputed fact that cannot be decided via summary judgment. "An action for conversion must be brought within four years after the cause of action accrued." *Delorean Cadillac v. Weaver*, 8th Dist. Cuyahoga No. 71827, 1997 Ohio App. LEXIS 4533 at *6 (Oct. 2, 1997), citing R.C. 2305.09(B); *see Investors REIT One v. Jacobs* , 46 Ohio St. 3d 176 (1989). R.C. 2305.09 states that, 'If the action is for * * * wrongful taking of personal property, *the causes thereof shall not accrue until the wrongdoer is discovered* * * *." *Id.* (Emphasis added). The statute specifically provides that the statute of limitations in a conversion action does not begin to run until the plaintiff discovered, or should have discovered, the conversion. *Id.*

In *Delorean*, the Appellate Court held that "reasonable minds could only conclude that appellee exercised reasonable diligence, but did not discover the conversion until June, 1987." *Id.* at *7. While the evidence demonstrated that the plaintiff had conducted regular audits and failed to discover the theft, the Appellate Court stated that "[a] reasonable jury cannot infer that the theft should have been discovered from the fact that 60 cars were stolen over eight years." *Id.* at *8. The employees had concealed the theft from the plaintiff "by preparing paperwork and altering records." *Id.* Without any evidence that appellee "was negligent in failing to discover the theft, * * * reasonable minds could only conclude that appellee could not have discovered the [the 1980,

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1982, and 1984] conversion[s] until June, 1987. *Id.* at *6, *8. As such, the Appellate court deemed the conversion lawsuit timely filed in 1988. *Id.* at *8.

Like the employees in *Delorean*, Sanford fraudulently concealed Aliza's ML Account and his conversions through forged documentation. *See id.* Furthermore, according to Aliza, Sanford controlled the mail. (*See* Ex. B, Aliza's Feb. 23, 2013 Correspondence.) Because of Sanford's fraudulent concealment, Aliza stated that she did not become aware of Aliza's ML Account and Sanford's conversion actions until January of 2013. (*See id.*, Aliza's Jan. 7, 2013 Correspondence.) Despite this representation, Sanford attempts to argue that Aliza was negligent in discovering the conversions because statements for Aliza's ML Account were delivered to her house. *See Delorean*, 1997 Ohio App. LEXIS 4533, at *6, *8. Such an assertion ignores Aliza's representations and Plaintiff's testimony that Aliza did not know about the alleged conversion until the divorce action. (*See* Ex. B, Aliza's Jan. 7, 2013 Correspondence; Ex. E, Pg. 21:13-18.) ML's financial advisor also has no independent recollection of ever meeting with Aliza to discuss the account, cannot testify as to whether Aliza received any mail regarding Aliza's ML Account, and there is no evidence that Aliza ever took any action regarding Aliza's ML Account (*See* Ex. M, Pgs. 8, 26, 57-58.) As the facts support that Aliza did not discover Sanford's wrongdoing until January of 2013, Plaintiff's conversion claim was filed well within the four year statute of limitations on May 28, 2014. *See Delorean,* 997 Ohio App. LEXIS 4533 at *6. At the very least, when Aliza discovered Sanford's wrongdoing is an issue of fact that cannot be decided via summary judgment.

D. Breach of Fiduciary Duty: R.C. 2305.09 Does Not Bar Plaintiff's Breach-of-Fiduciary-Duty Claim Based Upon Fraud.

Sanford's mischaracterization of Plaintiff's breach-of-fiduciary-duty claim based upon fraud as only a breach-of-fiduciary-duty claim demonstrates that he also is not entitled to

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summary judgment on this claim. As recognized in *Cundall v. U.S. Bank*, 122 Ohio St.3d 188, 2009-Ohio-2523, ¶ 24, "[c]laims for fraud and *breach of fiduciary duty based on fraud* are governed by the four-year statute of limitations set forth in R.C. 2305.09, *unless the claim is not discovered despite reasonable diligence.* (emphasis added).

Sanford ignores how Plaintiff's breach-of-fiduciary-duty claim is based upon "the false, fraudulent, and malicious character of the forged Durable Power of Attorney * * *." (*See* Complaint, ¶ 20.) Because Sanford created his fiduciary duty through forged POAs that he then concealed, Aliza did not discover the breach of fiduciary duty until the forged POA was disclosed in January of 2013. (*See* Ex. B, Aliza's Jan. 7, 2013 Correspondence)) Plaintiff filed the breach-of-fiduciary-duty claim on behalf of Aliza's Estate on May 28, 2014, well within the four-year statute of limitations. (*See* Docket.) At the very least, an issue of fact remains for trial as to when Aliza discovered the breach-of-fiduciary-duty claim. Either way, Sanford is not entitled to summary judgment on the breach-of-fiduciary-duty claim.

E. Breach of Fiduciary Duty: By Forging a POA Without Aliza's Knowledge, Sanford Created and Breached a Fiduciary Duty.

Sanford cannot obtain summary judgment on Plaintiff's breach-of-fiduciary-duty claim by arguing that no such fiduciary duty existed because of his forgery. "A power of attorney is a written instrument authorizing an agent to perform specific acts on behalf of the principal." *MacEwen v. Jordan*, 1st Dist. Hamilton No. C-020431, 2003-Ohio-1547, ¶ 10. "*The holder of a power of attorney has a fiduciary relationship with the principal.*" *Id.* (Emphasis added).

In *Letson v. McCardle*, 11th Dist. Trumbull No. 2009-T-0125, 2010-Ohio-3676, at ¶ 3, a durable POA was determined not to have been executed by the decedent, but by the appellant who had signed the decedent's name and inserted decedent's initials into the document. Despite the POA being a forgery, the estate filed suit against the defendant alleging a breach of fiduciary duty

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because, "*by virtue of the power of attorney, a fiduciary relationship existed between the decedent and appellant* * * *." *Id.* at ¶ 8 (Emphasis added). The probate court determined at trial that the "appellant had a confidential and fiduciary relationship with the decedent * * *." *Id.* at ¶ 10. On appeal, the appellate court upheld the trial court's judgment and recognized that the existence of a fiduciary relationship is inherent in a POA.

> *The holder of a power of attorney has a fiduciary relationship with his or her principal. Gotthardt v. Candle* (1999), 131 Ohio App.3d 831, 835, 723 N.E.2d 1144, * * * Such a relationship is 'one in which special confidence and trust is reposed in the integrity and fidelity of another (***) by virtue of this special trust.' *Stone v. Davis* (1981), 66 Ohio St.2d 74, 78, 419 N.E.2d 1094 * * *." *In re Estate of Anderson* (Dec. 15, 2000), 11th Dist. No. 99-T-0160, 2000 Ohio App. LEXIS 5928, at 4. (Parallel citations omitted.)

Id. at ¶ 20 (Emphasis added).

Here, as in *Letson*, Sanford's forging of the POAs created a fiduciary relationship between him and Aliza because of the very nature of the power-of-attorney instrument. *See id.* Sanford voluntarily assumed the fiduciary duties as Aliza's POA when he forged the instrument, and Sanford cannot avoid this inherent fiduciary duty simply because Sanford concealed this action from Aliza. *See id.* Accordingly, a fiduciary duty existed between Sanford and Aliza that prevents this Court from granting summary judgment on Plaintiff's breach-of-fiduciary-duty claim.

F. Unjust Enrichment: Plaintiff Has Established Claim Against Sanford.

Sanford is not entitled to summary judgment on Plaintiff's unjust enrichment claim when the record contains factual issues as to whether Sanford retained assets titled in Aliza's name. "A successful claim of unjust enrichment requires that: (1) a benefit has been conferred by a plaintiff upon a defendant; (2) the defendant had knowledge of the benefit; and (3) the defendant retained the benefit under circumstances where it would be unjust to do so without payment." *Desai v. Franklin*, 177 Ohio App.3d 679, 2008-Ohio-3957, ¶ 14 (9th Dist.); *Chef Italiano v. Crucible*

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Development Corp., 9th Dist. Summit No. 22415, 2005-Ohio-4254, at ¶ 26. "Unjust enrichment occurs when a person "has and retains money or benefits which in justice and equity belong to another." *Id.*, citing *Hummel v. Hummel*, 133 Ohio St. 520, 528 (1938).

By forging documents and POAs on Aliza's ML Account, Sanford has retained money and benefits that, in justice and equity, belong to Aliza. *See id.* Through Sanford's use of the forged POA, Plaintiff conferred a benefit upon Sanford in the amount of at least $820,000 that was transferred from an account in Aliza's name to an account solely in Sanford's name. *See id.* Because Sanford used the forged POA to transfer the assets, he had knowledge of the benefit. *See id.* Finally, Sanford retained the benefit when it was unjust to do so because the assets would have belonged to Aliza, but for Sanford's use of forged documentation. *See id.* Accordingly, Sanford is not entitled to summary judgment on Plaintiff unjust-enrichment claim.

G. Unjust Enrichment: Statute of Limitations Does Not Bar Plaintiff's Claim.

Because the statute of limitations on an unjust-enrichment claim begins to run upon the last act of unjust enrichment, Plaintiff's unjust-enrichment claim was timely filed. "R.C. 2305.07 governs claims for unjust enrichment and provides that such claims must be 'brought within six years after the cause thereof accrued.'" *Desai*, 2008-Ohio-3957, ¶15, citing *Hambleton v. R.G. Barry Corp.*, 12 Ohio St.3d 179, 182-83 (1984). "Unlike other statutes of limitation, R.C. 2305.07 does not define the time at which a claim for unjust enrichment 'accrues.'" *Id.* "Accordingly, R.C. 2305.07 leaves that determination to the judiciary." *Id.*; *see O'Stricker v. Jim Walter Corp.*, 4 Ohio St.3d 84 (1983), paragraph one of the syllabus.

The *Desai* analyzed a First District decision at length in declining to extend the discovery rule to unjust enrichment claims:

> [T]he traditional rule in Ohio appears to be that a cause of action for unjust enrichment accrues on the date that money is retained under

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> circumstances where it would be unjust to do so. *Although in certain cases the unlawfulness of the retention may not arise until there is a request for a return of the money,* in the instant case *** it was the receipt of the money that was unlawful, and therefore *the cause of action accrued at the latest *** in 1982 when the last of the alleged overcharges, or false billings or accountings, occurred.* (Internal citations and emphasis omitted.)

Id. at ¶ 17 (Emphasis added), quoting *Palm Beach Co. v. Dun & Bradstreet, Inc.*, 106 Ohio App.3d 167, 175 (1st Dist. 1995).

> Although *Palm Beach Co.* refused to apply the discovery rule to unjust enrichment claims, the First District's decision still recognized that unjust enrichment occurs when an individual confers an undeserved benefit. * * * *So long as a person continues to confer a benefit upon another, and the retention of that benefit is unjust, the unjust enrichment continues. See Palm Beach Co.,* 106 Ohio App.3d at 175 *(explaining that the unjust enrichment claim accrued "at the latest *** when the last of the alleged overcharges, or false billings or accountings, occurred.")*. Consequently, Palm Beach Co.'s unjust enrichment claim failed because it had *stopped* conferring any benefit upon Dun & Bradstreet in 1982; eleven years before it filed its claim. *See id.* Palm Beach Co. had to resort to the discovery rule because it allegedly did not become aware of its injury for more than six years after ending its contractual arrangement with Dun & Bradstreet. *If Palm Beach Co. had continued to unjustly enrich Dun & Bradstreet after 1982, then its claim would not have begun to accrue in 1982.*

Id. at ¶ 19(emphasis added).

In *Pomeroy v. Schwartz*, 8th Dist. Cuyahoga No. 99638, 2013-Ohio-4920, ¶ 42, the trial court held that "the unjust enrichment claim accrued on September 11, 2003, *when the last payment of the 'trail claim was made."* (emphasis added). The Eighth District agreed that the unjust enrichment statute of limitations begins the toll when the last action is taken, not the first as Sanford claims. *Id.* As Sanford's last actions of unjust enrichment did not occur until May of 2010, Plaintiff's unjust-enrichment claim was timely filed on May 28, 2014. *See id.* Additionally, as issues of fact remain on this issue, there is no basis for summary judgment on Plaintiff's unjust-enrichment claim.

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H. R.C. 2307.60: No Criminal Conviction is Required on Plaintiff's Civil Remedy for Criminal Acts Claim.

Sanford is not entitled to summary judgment on Plaintiff's Civil Remedy for Criminal Acts Claim under to R.C. 2307.60 for two reasons: 1) criminal convictions, let alone criminal charges, are not required to proceed on such a claim; and 2) Sanford's self-serving assertion that there is no evidence of Sanford's criminal acts ignores the various issues of fact before this Court. "[R.C. 2307.60] allows for 'a civil action' for damages *resulting from* the crime." (Emphasis sic.) *Shaw v. Bretz*, 3d Dist. Marion No. 9-13-31, 2014-Ohio-3672, ¶ 41. "Of note, *no criminal conviction is required to recover civil damages under R.C. 2307.61*." *Id.* at ¶ 42 (Emphasis added). "In a civil action to recover damages for willful property damage or for a theft offense, the trier of fact may determine that * * * a theft offense involving the owner's property has been committed, *whether or not any person has pleaded guilty to or has been convicted of* any criminal offense." *Id.* (Emphasis in the original); *see* R.C. 2307.61(G)(1).

Sanford uses a footnote from *Hite v. Brown*, 100 Ohio App.3d 606 (8th Dist. 1995) to make a contextually incomplete argument. The footnote cites to *Ivancic v. Cleveland Elec. Illuminating Co.*, 8th Dist. Cuyahoga No. 63372, 1993 Ohio App. LEXIS 4434 (Sept. 16, 1993). In that case, the plaintiff claimed that he was terminated without just cause for refusing to contribute to the United Way through the company's payroll deduction plan. *Id.* at *1-2. The plaintiff also claimed that the company was civilly liable pursuant to R.C. 2307.60 for a criminal violation of R.C. 2905.12 (coercion). *Id.* at *2. On appeal, the 8th District upheld the granting of summary judgment for the defendant company because Ohio follows the at-will employment doctrine. *Id.* at *11. As such, either party could terminate the employment relationship for any reason not contrary to law. *Id.* The evidence demonstrated that the plaintiff's work performance slowly declined and that he was dismissed for that reason, not for refusing to contribute to the

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United Way. *Id.* at *12. As such, the underlying claim failed completely, and there was no evidence of coercion to support the claim for civil liability for criminal acts pursuant to R.C. 2307.60.

Unlike in *Ivancic*, the record in the present matter contains evidence—or at the very least creates issues of fact—that Sanford has committed violations of R.C. 2913.02 (Theft), R.C. 2913.05 (Telecommunications Fraud) and/or R.C. 2913.49 (Identity Fraud). Therefore, and unlike in *Ivancic*, the underlying claims against Sanford have merit or, at the very least, issues of fact as to the merits of these claims persist.

R.C. 2913.02 (Theft) provides the following:

> (A) No person, with purpose to deprive the owner of property or services, shall knowingly obtain or exert control over either the property or services in any of the following ways:
> (1) Without the consent of the owner or person authorized to give consent;
> (2) Beyond the scope of the express or implied consent of the owner or person authorized to give consent;
> (3) By deception;
> (4) By threat;
> (5) By intimidation.

Sanford deprived Aliza of assets she owned in Aliza's ML Account and knowingly obtained and/or exerted control over Aliza's ML Account assets: (1) without Aliza's consent; (2) pursuant to a forged POA that created false implied consent to take such actions; and (3) through the deception of the forged POA and the fact that Sanford concealed Aliza's ML Account. *See id.* At the very least, an issue of fact on this civil theft claim remains for trial as the record demonstrates that Sanford stole assets from Aliza's ML Account.

As for R.C. 2913.05 (Telecommunications Fraud), the statute provides the following:

> (A) No person, having devised a scheme to defraud, shall knowingly disseminate, transmit, or cause to be disseminated or transmitted by means of a wire, radio, satellite, telecommunication,

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> telecommunications device, or telecommunications service any writing, data, sign, signal, picture, sound, or image with purpose to execute or otherwise further the scheme to defraud.

Sanford devised a scheme to defraud in forging documents in Aliza's name that allowed him to knowingly disseminate financial transactions via various telecommunication devices with the purpose to execute or otherwise further his scheme to defraud Aliza. *See id.* At the very least, an issue of fact on the telecommunications fraud claim remains for trial as the record demonstrates that Sanford took actions on Aliza's ML Account through a forged POA.

As for R.C. 2913.49 (Identity Fraud), the statute provides the following:

> (A) As used in this section, "personal identifying information" includes, but is not limited to, the following: the name, address, telephone number, driver's license, driver's license number, commercial driver's license, commercial driver's license number, state identification card, state identification card number, social security card, social security number, birth certificate, place of employment, employee identification number, mother's maiden name, demand deposit account number, savings account number, money market account number, mutual fund account number, other financial account number, personal identification number, password, or credit card number of a living or dead individual.
> (B) No person, without the express or implied consent of the other person, shall use, obtain, or possess any personal identifying information of another person with intent to do either of the following:
> (1) Hold the person out to be the other person;
> (2) Represent the other person's personal identifying information as the person's own personal identifying information.
> (C) No person shall create, obtain, possess, or use the personal identifying information of any person with the intent to aid or abet another person in violating division (B) of this section.
> (D) No person, with intent to defraud, shall permit another person to use the person's own personal identifying information.
> (E) No person who is permitted to use another person's personal identifying information as described in division (D) of this section shall use, obtain, or possess the other person's personal identifying information with intent to defraud any person by doing any act identified in division (B)(1) or (2) of this section.

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Sanford used Aliza's personal identifying information to hold himself out to be Aliza and open Aliza's ML Account in her name with the intent to defraud Aliza. *See id.* Sanford then used Aliza's personal identifying information to hold himself out to be Aliza and execute a forged POA allowing him to take fraudulent actions on Aliza's account. *See id.* At the very least, an issue of fact on the identity fraud remains, and this Court cannot grant summary judgment on Plaintiff's claim pursuant to R.C. 2307.60.

I. Civil Conspiracy: Issues of Fact Preclude Summary Judgment on Claim.

Issues of fact preclude this Court from granting summary judgment on Plaintiff's civil conspiracy claim.

> The tort of civil conspiracy is 'a malicious combination of two or more persons to injure another in person or property, in a way not competent for one alone, resulting in actual damages.' Therefore, '[i]n a claim for civil conspiracy, a claimant must prove 1) a malicious combination, 2) involving two or more persons, 3) causing injury to person or property, and 4) the existence of an unlawful act independent from the conspiracy itself.'
>
> The requirement of malicious combination to injure 'does not require a showing of an express agreement between defendants, but only a common understanding or design, even if tacit, to commit an unlawful act.' In proving the element of malicious combination 'it is sufficient that the parties in any manner come to a mutual understanding that they will accomplish the unlawful design.' An underlying unlawful act is required before a civil conspiracy claim can succeed."
>
> The malice involved in the tort is 'that state of mind under which a person does a wrongful act purposely, without a reasonable or lawful excuse, to the injury of another.' * * * "The law of conspiracy requires that there must be two persons or entities to form a conspiracy." Therefore, if 'all of the defendants are members of the same collective entity, there are not two separate 'people' to form a conspiracy. *Id.* * * * If a plaintiff does not suffer actual damages from the underlying unlawful act, the plaintiff cannot succeed on a civil conspiracy action.

(Citations omitted.) *Hometown Health Plan v. Aultman Health Found.*, Tuscarawas C.P. No. 2006 CV 06 0350, 2009 Ohio Misc. LEXIS 550, at *35-36 (Apr. 15, 2009).

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In *Hometown*, the plaintiffs brought the action against various corporate defendants that the trial court determined were one entity and unidentified John Doe Defendants. *Id.* at *4-5. Even though no mention is made of the John Does being identified, the appellate court held that genuine issues of material fact prevented the trial court from determining whether the defendant, "in combination with others, committed the tort of civil conspiracy." *Id.* at *36.

Like in *Hometown*, Sanford's request for summary judgment on this claim is premature. *See id.* at *35-36. Issues of material fact exist as to whether Sanford created a common understanding with another to commit unlawful acts regarding Aliza's ML Account and conceal the same from her. *See id.* An issue of fact also remains as to whether Sanford reached a common understanding with another party to commit these unlawful acts regarding Aliza's ML Account and conceal the same from Aliza. *See id.* Accordingly, summary judgment cannot be granted on Plaintiff's civil conspiracy claim.

III. CONCLUSION

For all the foregoing reasons, Plaintiff respectfully requests that this Court deny Sanford's Motion for Summary Judgment in its entirety.

Respectfully submitted,

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CERTIFICATE OF SERVICE

The undersigned hereby certifies that the foregoing Motion has been filed via this Court's electronic filing system on June 14, 2016. Service will be made to the parties via the electronic filing system.

Respectfully submitted,

/s/Adam M. Fried
ADAM M. FRIED (0065187)
MARTIN T. GALVIN (0063624)
PAUL R. SHUGAR (0090948)

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IN THE COURT OF COMMON PLEAS
CUYAHOGA COUNTY, OHIO

- - - - -

Jennifer Sherman, Co-Executor, etc.,	)	Judge Robert C. McClelland
Plaintiff,	)	
vs.	)	Case No. CV-14-827479
Sanford Sherman, et al.,	)	
Defendants.	)	

- - - - -

Videotaped Deposition of:
LARRY A. SHANKER

April 21, 2015
2:13 p.m.

Location: Reminger Co., LPA
101 West Prospect Avenue, Suite 1400
Cleveland, Ohio

Reporter: Michelle A. Bishilany, RDR, CRR

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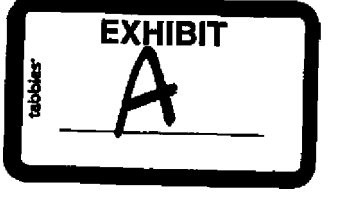

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- - - - -

ALSO PRESENT:

Jim Kafantaris, Videographer
Jen Kerbo, Videographer

- - - - -

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I N D E X

EXAMINATION OF LARRY A. SHANKER

	Page	Line
BY MR. WINTER.....	4	8

EXHIBITS MARKED

No exhibits were marked.

OBJECTIONS

objection.....	47	15
objection.....	48	20
objection.....	59	8
objection.....	59	13
objection.....	60	10
objection.....	60	20
objection.....	60	24
objection.....	61	5
objection.....	61	12

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VIDEOGRAPHER KERBO: And we're on the record.

LARRY A. SHANKER, of lawful age, called for examination, being by me first duly sworn, as hereinafter certified, deposed and said as follows:

EXAMINATION OF LARRY A. SHANKER

BY MR. WINTER:

Q. Good afternoon, sir. My name is Jason Winter and I serve as legal counsel on behalf of Jennifer Sherman in her capacity as co-executor of the estate of Aliza Sherman in Cuyahoga County Common Pleas case number 14-CV-827479. We're here today for purposes of your deposition.

And before we go any further, would you please state your full name for the record, including each of your names, including any middle name and spelling each of your names.

A. Larry, L-A-R-R-Y, A. Shanker, S-H-A-N-K-E-R.

Q. Mr. Shanker, do you have a middle name?

A. Allen.

Q. And how do you spell that, sir?

A. A-L-L-E-N.

Q. Mr. Shanker, have you ever sat for a

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deposition before?

A. Yes.

Q. On how many occasions?

A. Numerous.

Q. Would that have been in your capacity as a law enforcement officer?

A. Yes.

Q. So you're familiar with this process somewhat?

A. Yes.

Q. I'm going to cover then just a few ground rules to remind you of those so we're on the same page today and then we'll move directly into the questions that I have for you.

The first is that it's important for each of your responses to be audible in nature. While you and I may understand what a nod or shake of the head means, our court reporter can't take that down and so I'll ask you to verbalize each one of your responses.

Secondly, it's important that you and I not speak at the same time. If at some point I interrupt you, that's not my intent, please let me know that, I want to make sure I get your full response to my prior question before I start my

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next question.

Similarly, there may be points in time today where you can anticipate your response to one of my questions before I finished asking the question. I, nonetheless, am going to ask for you to permit me to finish my question before you start your response.

If at some point you don't understand a question that I ask of you, I absolutely do not want you to answer that question. My job is to ask questions that you can understand and your job is to answer those questions as best you're able.

If at some point you need to take a break for any reason, let me know that and we can take as long of a break as you need. The one exception to that is if there's a particular question pending, I would simply ask that you answer that question before we take the break.

If at some point today you recall information that would make one of your prior responses more complete or more accurate, please let me know that so we can go back and cover that area. Simply because we've already covered and left an area does not mean that I do not want

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your most complete and accurate testimony on issues that we discuss today.

You understand you're under oath today, sir?

A. Yes.

Q. Okay. And do you agree to follow the ground rules that I've just set forth?

A. Yes.

Q. Is there any reason you can think of that you will not be able to understand the questions that I ask today or to provide accurate answers to those questions?

A. No.

Q. So there's no medication or medical condition that would affect your ability to do so?

A. That's correct.

Q. Okay. Prior to come coming here today, sir, what, if anything, did you do in order to prepare or refresh your recollection as it relates to anything that may be discussed today?

A. Nothing.

Q. Did you review any pieces of paper or documents of any nature?

A. No.

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Q. Did you visit or speak with any individuals concerning your anticipated testimony today?

A. No.

Q. Sir, have you ever been a member of any branch of the armed services?

A. No.

Q. Have you yourself ever been taken into custody by law enforcement officers on suspicion of having committed a criminal offense?

A. No.

Q. What is your current address, home address, sir?

A. Why is my personal life important? This is not about me.

Q. Sir, I have the need to know where you reside.

A. Why? You already know that.

Q. So that we can ensure that, moving forward, if the need arises to have you served with process we know where to serve you.

A. This will be my last question regarding my personal life. It's 9552 Winchester Valley, Chesterland, Ohio.

Q. That was Winchester Valley?

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A. That's correct.
Q. Winchester, Ohio?
A. No. Chesterland, Ohio.
Q. Chesterland, Ohio. Thank you.
Sir, have you known the Sherman family?
A. Yes.
Q. Can you share with me when it was that you first came to know any members of the Sherman family.
A. It's probably maybe 20-plus years ago.
Q. And how was it that you came into contact with them?
A. I met Sanford Sherman at the Jewish Community Center where we both were members.
VIDEOGRAPHER KAFANTARIS: I'd like him to wear it, but he won't wear it.
Q. Sir, do you have an objection to wearing the microphone on --
A. I'm here for a deposition. I'll answer any of your questions rightfully as long as you continue.
Q. I appreciate that. I'm just asking you so that we can --
A. I don't see the purpose of the lights and the cameras and this. A deposition is about

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the court reporter and you.

Q. I understand.

VIDEOGRAPHER KAFANTARIS: We can hear him.

MR. WINTER: You can hear him? All right.

VIDEOGRAPHER KERBO: We can hear him.

MR. WINTER: Okay. I just wanted to make sure we were hearing him, that's all.

Q. Sir, I believe you had indicated you had come to know Sanford Sherman. Can you describe for me from the time you met him forward the nature of your relationship with Sanford Sherman.

A. He was just a member of the gym and we talked when we were in the locker room together or we saw each other in the weight room, etc.

Q. Okay. And at any point over the last 20 years would you considered yourself to have been friends with Sanford Sherman?

A. Yes.

Q. Would you consider yourself to have been close friends with Sanford Sherman?

A. That's an interpretation.

Q. Okay. Did there come a point in time in the last 20 years when you ceased having contact

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with Sanford Sherman?

A. Yes.

Q. And when was that?

A. The date that he was served with divorce papers, whatever day that was, I think it was around 2011.

Q. During the time of your friendship, did you have occasion to meet Aliza Sherman?

A. Yes.

Q. Did you consider yourself to be a friend of Aliza Sherman?

A. That's an interpretation.

Q. Well, did you consider her a friend?

A. She wasn't an enemy.

Q. Did you ever go over to the Shermans' home?

A. Yes.

Q. How frequently would you go over to the Shermans' home?

A. There were times I'd go there once a week, there were times I'd go there once a month.

Q. Did you come to know during the period of your friendship with Mr. Sherman his children?

A. Yes.

Q. And would that include each of his

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children?

A. Yes.

Q. Did you, on occasion, spend time with the Sherman family when their children were around?

A. Yes.

Q. To your knowledge did their children know who you were and that you were a friend of Sanford's?

A. That's a matter of interpretation.

Q. How would the children, when they saw you in the house, refer to you?

A. Larry.

Q. Did you ever purchase for Sanford or Aliza or their children any birthday gifts?

A. Yes.

Q. Is that something you did on a regular basis?

A. No.

Q. Did you purchase any other types of gifts for any other members of the family?

A. A bar mitzvah gift.

Q. Did you ever travel out of town with any member of the Sherman family?

A. No.

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Q. Did any member of the Sherman family ever visit you at your home?

A. Yes.

Q. And would that have been Sanford Sherman?

A. Yes.

Q. Did any other member of the Sherman family other than Sanford Sherman ever visit you at your home?

A. Yes.

Q. Who would that have been?

A. I believe Aliza and a couple of the young boys, I'm not sure which ones.

Q. You indicated, if I understood you correctly, that you ceased having any contact with Sanford Sherman on the day that he was served with divorce papers; is that correct?

A. That's correct.

Q. Describe for me what it is about that date as far as you understood it that caused you to cease having contact with Mr. Sherman.

A. In my mind I felt it was best that I not be involved.

Q. Why is that?

A. I couldn't -- didn't want to be involved

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in the issues of a divorce.

Q. How was it that you learned that day that Mr. Sherman had been served with papers?

A. Sanford called me.

Q. And what did he say to you?

A. That he was -- when he came home he found that he was served with divorce papers.

Q. Tell me everything that you recall Mr. Sherman telling you on that telephone conversation.

A. He wanted me to come over, he didn't want to be home alone.

Q. What else did he say?

A. That's all.

Q. How did you respond?

A. Okay.

Q. And then you went over to his home?

A. That's correct.

Q. Upon arriving at the home, was Mr. Sherman home?

A. Yes.

Q. Was anyone else in the home?

A. No.

Q. Describe for me everything that was discussed between you and Mr. Sherman at that

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point while you were at his home.

A. I can't remember everything.

Q. Okay. Share with me what you do recall.

A. He gave me the papers that he was served, he asked me to read them, which I did. And he was kind of upset emotionally and probably mentally. And ordered a pizza and we had pizza. And it was about 11:00 or 11:30 and I told him I was tired, I wanted to leave, and I left.

Q. What did Mr. Sherman say to you concerning the divorce papers once you got an opportunity to review them?

A. I'm not quite sure.

Q. Okay. Do you remember pieces of it?

A. I might.

Q. Okay. Tell me what he said.

A. He was very distraught that he was served these papers and...

He was just very unhappy.

Q. What else did he say, sir?

A. I don't remember.

Q. How did you know that he was unhappy?

A. He kept repeating himself over and over again and using vulgarity and...

Q. And I need you to tell me what he said

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in that regard.

A. I just remember that he was just very upset.

Q. You recall him using vulgarity?

A. Yes.

Q. What did he say precisely?

A. It was words like fuck you and bitch and stuff like that.

Q. And who did you understand him to be referring to when he said that?

A. His wife Aliza.

Q. Tell me each and every statement you recall from your visit to him -- his home that day that he made concerning Aliza.

A. I don't recall each and every one.

Q. Tell me what else you remember other than what you just shared with us.

A. I can't remember anything else.

Q. Did he say -- did he call Aliza a bitch once or more than once?

A. It was a continuation that he was very upset, very distraught, and that's when I made my mind up that I had to leave and I wasn't going to be there any more.

Q. Okay. You indicated that he used the

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F word. In what context did he use that? Referring to...

A. It wasn't about sex.

Q. When he was referring to Aliza?

A. Yes.

Q. And did he say that once or more than once?

A. Numerous times.

Q. What did Mr. Sherman say concerning how he was going to respond to having been served with divorce papers?

A. I don't recall.

Q. What was it about your interaction with Mr. Sherman that day that caused you to determine that you no longer wanted to have contact with him?

A. He was -- he was very disturbed and that -- not somebody I wanted to be around.

Q. Help me understand that, sir. How was he exhibiting his disturbance?

A. Wouldn't sit down, kept walking around, kept just picking things up, putting things down, and just...he wasn't himself.

Q. Did you have a concern about his safety?

A. Emotionally, he was very disturbed.

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Q. Were you concerned about his safety?
A. That's a matter of interpretation, I don't know how to be concerned.
Q. Okay. Were you worried that he might hurt himself?
A. No.
Q. Were you worried that he might hurt someone else?
A. That's a possibility. That's why he wanted me there.
Q. Tell me what you mean by that.
A. That's why he asked me to be there.
Q. Why? What do you mean by that?
A. Because he was upset.
Q. My question a couple of questions ago is whether you were concerned that he might hurt somebody else and you indicated I believe --
A. When someone's upset, anything's possible.
Q. Did Mr. Sherman at any point during that visit to the home indicate to you that he wished or planned to harm Aliza Sherman?
A. No.
Q. Did he ever indicate anything to you that suggested that he might act violently

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towards Aliza Sherman?

A. Not really, no.

Q. Well, tell me what you mean by that; what did he say that could even conceivably be interpreted that way?

A. He was talking about the divorce and he felt that she wasn't going to divorce him and she wasn't going to get the money, and it was all about the money, it's simple as that.

Q. Okay. So during this -- how long was this visit to the home? You said you left around 11.

A. I got there maybe around 5.

Q. So you would have been there approximately six hours?

A. Yes.

Q. And during that six hours or so when you were there, Mr. Sherman made statements to you that Aliza Sherman was not going to get any money?

A. Is that a question?

Q. Yes.

A. Yes.

Q. Okay. On how many occasions do you think during that six hours did he make that

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statement?

A. He was rampaged, he kept repeating himself over and over.

Q. Was he angry?

A. Very.

Q. And did he ever explain how it was that he was going to ensure that she would not get any money?

A. No.

Q. I believe you indicated also that during that visit he indicated that she was not going to divorce him; did I understand your testimony correctly?

A. I'm interpreting this, that he was the one that wanted the divorce and when she filed the divorce, that threw him.

Q. Did it appear to you based on your interactions with Mr. Sherman during that six-hour period of time that day that the division of the assets during the divorce was something that was important to him?

A. Yes.

Q. Do you consider it to have been very important to him?

A. Yes.

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Q. By my rough math, sir, you had been friends with Mr. Sherman for approximately 16 years or so at that point.

A. 22 years.

Q. 22 years from start to finish? All right. Thank you, sir.

And was it just that six-hour period of time that you spent with Mr. Sherman that caused you to make the decision that you no longer wanted to associate with Mr. Sherman?

A. It was deteriorating over time.

Q. So let's back up then. Share with me your recollection as to the beginning of the deterioration of your friendship with Mr. Sherman.

A. What's the question?

Q. Sure. My question is describe for me what it was that was the first time you viewed something as starting the deterioration of your friendship with Mr. Sherman.

A. Probably over the last two years the constant domestic issues with him and Aliza.

Q. Okay. And can you share with me what you mean by "constant domestic issues"?

A. Continuing fighting, bickering over

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everything that they could think of.

Q. Can you tell me what you remember as being the topics of their bickering?

A. Money, mostly.

Q. At any point in time during that last two years of your friendship with Mr. Sherman did you have any direct contact with Aliza Sherman concerning their domestic issues?

A. No.

Q. During that last two years of your friendship with Mr. Sherman, how frequently do you believe that you had communicated with him?

A. "Him" Sandy?

Q. Yes.

A. Sometimes three times a day, sometimes three times a week.

Q. And during that last two years of your friendship, of those times that you would have any contact with Mr. Sherman, Dr. Sherman, I'm sorry, how many of those conversations would include at least some discussion about domestic issues that he and Aliza were experiencing?

A. Continuously.

Q. Would it be the case that it would have been more likely that your contact with him

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included some discussion of those issues than not?

A. Yes.

Q. Share with me with as much specificity as you can what sort of money issues or arguments that Dr. Sherman and Aliza had during those two years.

A. He would always complain that she'd spend money on clothing, for himself, the children, bought his daughter a car and he was upset about that, that she didn't need a new car, just on a daily level would just keep going.

Q. And so in addition to the constant domestic issues which Dr. Sherman would discuss with you over those last two years of your friendship, what else was it that occurred during those two years that led to you making the decision that you were not going to continue to associate with Dr. Sherman?

A. Just got tired of the daily routine of his complaining to me.

Q. Did you understand Dr. Sherman to have a girlfriend or a woman who he spent time with outside from his wife?

A. I don't know anything about that.

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Q. Did he ever make a statement to you --
A. I don't know anything about it.
Q. Did you ever see him in the company of an adult woman that was not his wife to whom he was not related?
A. Yeah, my wife was there, a lot of women were there.
Q. Okay. Did you ever observe Dr. Sherman in those last two years of your friendship with him in a social setting socializing with a woman who he was not related to and not married to?
A. Sure.
Q. Okay. Did you ever observe Dr. Sherman in those last two years of your friendship with him in a social setting with a woman where you believe that he was engaging in conduct that would be inappropriate for a married man?
A. That's a matter of interpretation.
Q. Did you observe him during the last two years of your friendship with him socializing with a female who was not his wife in a manner which you believed Aliza would be upset by if she knew about?
A. I can't speak for Aliza.
Q. Do you know Sanford Sherman to have ever

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had an extramarital affair?

A. I don't know anything about it.

Q. You had been friends with him for 22 years, correct, sir?

A. Yes.

Q. And you spoke sometimes multiple times the same day, correct?

A. That's correct.

Q. And at no point did Dr. Sherman ever suggest to you or state to you in any way that he was having a relationship with a woman who was not his wife?

A. I don't recall.

Q. Had Dr. Sherman discussed with you prior to him being served with divorce papers that he was planning to file for divorce?

A. Yes.

Q. When is the first point in time that you recall him having that sort of discussion with you?

A. There were just too many times.

Q. Was it something that had been mentioned for years in advance of when he was served with papers?

A. Yes.

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Q. What's your best estimate as to how many years he had had -- he had been suggesting to you that he may file for divorce?

A. At least three.

Q. Do you know whether Dr. Sherman had confided in anyone else other than yourself of his thoughts for filing for divorce?

A. His brother.

Q. Anyone else?

A. I don't -- not personal knowledge.

Q. How do you know that his brother knew?

A. I talked to his brother.

Q. About the topic of divorce?

A. About Sandy's mental conditions.

Q. On how many occasions did that occur?

A. Once.

Q. When was that?

A. I don't recall the date.

Q. Was it close to the time that Dr. Sherman was served with divorce papers?

A. No. At least a year and a half, two years prior.

Q. Share with me what exactly you discussed with Dr. Sherman's brother in that regard.

A. Sandy needed help. Sandy needed some

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kind of counseling help for this marriage and his brother was trying to convince Sandy of the same.

Q. What exactly did you tell his brother that you had observed that led you to have concern?

A. He was rampant, he kept repeating the same thing day after day, seeking attorneys, the domestic problems, the fighting going on.

Q. Sir, I'm not going to at this juncture get into anything concerning your personal life, but as I understand it you were in law enforcement for a period of time; is that right?

A. Yes.

Q. Did you ever have a conversation with Sanford Sherman during which he requested that you obtain or help him obtain a recording device?

A. Yes.

Q. Share with me the details of that conversation with Dr. Sherman.

A. Because of the issues with Aliza, the continuous fighting and things were getting out of control physically, and I advised him that he should protect himself.

Q. When you say you "advised him that he should protect himself," what did you mean by

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that?

A. That he should record the conversations. She would bang on the door in his office and try and enter and a fight would pursue [sic] and I told him he should record them so if there's issues at a later date, he'd have it on a recording.

Q. Upon advising him in that regard, how did he respond?

A. Good idea.

Q. And did there come a point in time in that conversation when the topic of obtaining a recording device was brought up?

A. Yes.

Q. Who brought that up?

A. I did.

Q. Was there a discussion as to the particular type of device that would be obtained?

A. Voice-activated recorder.

Q. And that was your idea?

A. Yes.

Q. When you brought that up, how did Dr. Sherman respond?

A. Get me one.

Q. Did you eventually obtain such a device

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for Dr. Sherman?

A. I did.

Q. Did you obtain it relatively close in time to when he had asked you to obtain it?

A. Immediately.

Q. Where did you obtain it?

A. It was an online company that sold it.

Q. You yourself purchased it online?

A. Yes, I did.

Q. Do you recall exactly when this was? Or generally.

A. It had to have been within a few months of before I stopped talking to him.

Q. Did he pay for the device?

A. Yes, he did.

Q. How did he pay for the device?

A. Cash.

Q. Did he give that to you in advance of the purchase --

A. No.

Q. -- or after?

A. I back-charged it on my credit card.

Q. It arrived pretty immediately?

A. I would say yes.

Q. You provided it to him and he gave you

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the cash for it?

A. Yes.

Q. How much was it?

A. I don't -- somewhere in the $300 level.

Q. This conversation about the recording device, where did it take place?

A. I'd be guessing if I answered that.

Q. What would be your best recollection of that?

A. Probably could be the gym or we'd walk the beach on a daily level in the summertime, it could be there.

Q. Which beach would you walk?

A. Mentor Headlands.

Q. I'm sorry?

A. Mentor Headlands.

Q. And did you indicate just now that you and he would walk that beach on a daily basis in the summertime?

A. Summertime.

Q. And when you would walk that beach, for how long would you be on the beach?

A. It would vary. Minimum of around an hour.

Q. For how long had you done that walking

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on the beach in the summer?

A. Yearly.

Q. For many years?

A. Many years.

Q. Would this be where he would discuss with you the constant domestic issues that he was experiencing?

A. Yes.

Q. Would anyone else be present during any of these walks or was it just you two?

A. Just us.

Q. Did Sanford Sherman ever ask you something to the effect of if one wanted to get away with murder, how would they do it?

A. I'm not sure if those are the words, but something similar.

Q. Tell me what you remember in that regard.

A. He wanted, my experience, if I was going to commit a crime, how would I do it.

Q. And by "a crime" he was referring to murder?

A. Yes.

Q. How many times did he ask you that question?

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A. Repeatedly.
Q. When you say "repeatedly," more than ten times?
A. He'd repeat everything more than ten times.
Q. More than 100 times?
A. No. Not to my knowledge.
Q. So over the course of your friendship, somewhere between 10 and 100 times he had inquired of you --
A. Much more on the lower level.
Q. Okay -- if I wanted to get away with murder, how would I do it, something to that effect?
A. If you were going to commit --
Q. Murder?
A. Not if I was going to commit --
Q. Right.
A. -- he didn't say that.
Q. If one -- if somebody was going to commit murder how would they get away with it?
A. A perfect murder.
Q. Okay. And in response to that question when he would ask it, what did you say?
A. I gave him my scenario.

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Q. What's your scenario?

A. Pretty much the obvious, I think almost anybody would think of these. The fact that you don't use your car or don't let your car be seen, don't use a gun because it could be heard, don't use your street clothes, use something that would cover up your entire body, your face, your hands, don't use a gun because it would make noise.

Q. Any other statements you made to him in that regard?

A. I don't recall.

Q. Each time he would ask you that question, would you respond in the same way?

A. That's how I would do it, yes.

Q. Did you have concern that Mr. Sherman was having problems and that he was asking you that question on a repeated basis?

A. He'd ask questions always on a repeated basis.

Q. But in particular that question, given that he was having constant marital issues and given that you were concerned about him and that you had a conversation with his brother about him needing help, did that concern you that he was asking you that particular question over and

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over?

A. The word "concern"...

Q. Did it worry you?

A. It maybe worried me, but not concerned me.

Q. And given that it worried you, is that one of the reasons that you had the conversation with his brother?

A. I don't -- I don't remember.

Q. Given it worried you, what did you do to address that worry?

A. I didn't do anything. I stopped being his friend.

Q. And you stopped being his friend because, in your view, he had, quote-unquote, lost it?

A. Yes.

Q. And he had been in a three or four-year downward spiral?

A. Yes.

Q. He was close to a nervous breakdown?

A. I don't know that.

Q. You believed that he was crazy, that's why you stopped talking to him?

A. I don't know that.

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Q. You believed him not to be in his right mind?

A. That's true.

Q. He had stated to you that Aliza would never get a dime?

A. Yes.

Q. Dr. Sherman told you that he had met with at least five divorce attorneys but had never hired anyone because he wasn't comfortable that he could trust them?

A. I don't think trust them, mostly it was the outrageous fees that most of them wanted.

Q. And Dr. Sherman was very concerned and cautious about money --

A. Yes.

Q. -- correct?

Did you have an understanding as to why he was so concerned and cautious about money?

A. I think that's normal.

Q. What was your understanding during your friendship with Dr. Sherman as to his financial situation?

A. My interpretation of his financial condition, that he had money; to the extent, I don't know.

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Q. So part of your friendship was that you would not discuss the details of each other's financial situation?

A. That's correct.

Q. Did you at any point form a view or an opinion that having money was important to Dr. Sherman so that he would have the ability to entertain women who were not his wife?

A. I don't know that.

Q. Do you recall telling me on July 16th of 2013 that you believed that money was important to Sanford because he had relationships with women who were not his wife?

A. I never said that.

Q. Did you ever know anyone to provide Dr. Sherman with weapons?

A. Yes.

Q. Who would that have been?

A. I -- it's strictly hearsay from what he told me.

Q. Who would that have been?

A. Sandy told me that he had two patients that were prior East Cleveland policemen, and I don't remember the one's name who provided him with weapons.

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Q. I'm sorry, sir, you do or you do not remember the one name?

A. I don't remember his name. The other fellow's name was Jamie but I don't think he provided the weapons.

Q. Did you have any understanding as to what kind of weapons were provided to him?

A. There was a couple guns and knives.

Q. What kind of knives?

A. Specifically I have only knowledge of one, and that was a Smith & Wesson SWAT knife that usually policemen carry.

Q. Sir, I've never served as a police officer, so could you give me some idea as to what that sort of weapon looks like?

A. Probably has a three-and-a-half, four-inch blade with a thick handle and it's grooved and it says SWAT on the blade itself and the make of Smith & Wesson.

Q. Do you have a recollection as to when it was that Dr. Sherman was provided with this knife?

A. Several times.

Q. Was it one knife or was it many knives?

A. I don't know.

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Q. Okay. Do you know what year, for instance, or within a year or two each way when it was that he was -- he first obtained that knife?

A. He gave me a knife that was given to him.

Q. When was that?

A. Probably six months prior to us stop talking.

Q. Did you ever see him with more than one of those knives?

A. No.

Q. Did he provide that to you as a gift?

A. Yes.

Q. Was it for a birthday or holiday or just a gift --

A. Just came over and says here, and he handed me this.

Q. Did he ever say to you that he had -- he had retained such a knife for himself even though he had given you one as a gift?

A. No.

Q. Did you know him to have retained one even though he gave you that one as a gift?

A. He said he received several, so I don't

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know which one he retained.

Q. But, again, as far as what he told you, he received these from an East Cleveland police officer who had been a patient of his?

A. That's correct.

Q. Had you ever been to Dr. Sherman's home in Florida?

A. No.

Q. Did Dr. Sherman, in your experience, carry large amounts of cash?

A. That's a matter of interpretation.

Q. Did Dr. Sherman, in your experience, usually carry more than $500 on him?

A. I never counted his money.

Q. Did you ever make a statement to him to the effect of Dr. Sherman, or Sanford, you carry a lot of cash on you?

A. No.

Q. When you would be out with Dr. Sherman, how would he pay for things generally?

A. Cash.

Q. Did you communicate to Dr. Sherman why it was that you were no longer going to be friends with him?

A. No.

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Q. So the day that you left his home after you had been over there six hours after he'd been served with divorce papers, you left, and did you ever have any contact with him again?

A. Personally, no.

Q. In what way did you have contact with him that you do not consider to be personal contact?

A. He called my house one time.

Q. When was that?

A. Inviting me to his son's wedding -- or not inviting me, asking me why I haven't responded to his son's wedding.

Q. How long had passed between when you stopped having contact with him and when his son was getting married?

A. Maybe a year and a half, year.

Q. Okay. And so in that year or year and a half, the only attempt he had made to your knowledge to get in contact with you was that he called to inquire as to whether you would be coming to the wedding?

A. Other than him trying to call me on my cell phone but I didn't answer it, other than that, yes.

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Q. Did he ever text you during that year?
A. I don't take texts.
Q. Okay. Did he ever email you during that year and a half?
A. I don't recall.
Q. Did Dr. Sherman ever share with you that he or his wife had investment accounts?
A. Yes.
Q. What did he tell you in that regard?
A. Aliza had her own investments, Sandy had his own.
Q. In what context would that have come up?
A. We traded stocks on a daily level during the week.
Q. You both did?
A. Yes.
Q. And you would compare notes or chat about your experiences?
A. Yes.
Q. Did there come a point in time during your friendship with Dr. Sherman where you learned that he had experienced significant losses day trading?
A. From what he told me.
Q. And what exactly did he tell you in that

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regard?

A. I guess we all had -- we all had the same issues when the stock market crashed.

Q. And that would have been end of '08, early '09?

A. Yes.

Q. And at that time what exactly did Dr. Sherman tell you he was experiencing?

A. Numerous losses.

Q. Did he ever indicate to you that he had lost over a million dollars?

A. Yes.

Q. Is there a particular amount you recall him sharing with you as to the amount of his losses?

A. I can't -- I can't say exactly what the amounts were because we both had extreme losses.

Q. And so let me ask it this way: Did you ever hear him indicate to you that he had lost over $2 million in the market?

A. No.

Q. Okay. Sir, I believe you told me this, but -- well, it would have been 2011 when you stopped being friends with him; is that correct?

A. The date of --

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Q. Whenever she filed for divorce?
A. Exactly.
Q. Okay. Have you ever heard the name Morris Dorfsman?
A. Yes.
Q. And who do you understand Morris Dorfsman to be?
A. Sandy's first cousin.
Q. Have you ever met Mr. Dorfsman?
A. Yes.
Q. Did you ever know Dr. Sherman to be a defendant in a piece of civil litigation that Mr. Dorfsman had filed concerning allegations of defamation?
A. Yes.
Q. Tell me what you know in that regard.
A. That he was...his cousin was suing him for exactly that.
Q. Okay. Did he tell you what the allegations were?
A. Yes.
Q. Tell me what he told you in that regard.
A. There was -- exactly I can't recall, but there were several companions that Dorfsman and Sandy were involved with and to the extent, I

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don't have any idea.

Q. What do you mean by "companions"?

A. They were -- I don't know if they were friends or associates or whatever so I'm going to use the word companions.

Q. Men, women?

A. Women.

Q. If I were to ask you whether part of the allegations were that Sanford Sherman utilized Morris Dorfsman's name at various gentlemen's clubs in dealing with exotic dancers, does that ring a bell as to what the allegations were?

A. Allegations, yes.

Q. All right. Did you understand Dr. Sherman to frequent gentlemen's clubs?

A. I'm not sure of the word "frequent".

Q. Did you understand him to go to them?

A. Yes.

Q. How common was it for Dr. Sherman, as far as you knew, to attend a gentlemen's club during the last two years that you were friends with him?

A. I don't know what the word "common" means.

Q. How frequent?

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A. I don't know what "frequent" means. "Frequent" to some could mean something to another.

Q. Sure. I'm using the term differently, sir, so let me restate my question.

How frequently did you understand Dr. Sherman to be attending gentlemen's clubs during the last two years of your friendship?

A. I'm not going to use the word "frequent", I don't know.

Q. Okay. How many times a week or month? You can choose the interval that you are the most comfortable with.

A. There were times he'd go once a week, sometimes he'd go twice a week, sometimes he'd go after a baseball game, he'd go with other friends, you know, and he would tell me.

Q. Did you ever have an understanding that Dr. Sherman had developed an ongoing friendship or relationship of any sort with any of these dancers?

A. I don't know what he did.

Q. Did he ever tell you that he had met a woman who was a dancer and that he was becoming close or somewhat close with them?

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A. I guess dancers are close when they dance for you.

Q. Emotionally, sir.

A. I don't know about his emotions.

Q. Did he ever tell you he had met somebody who was a dancer at a gentlemen's club that he was fond of?

A. He was fond of every girl there.

Q. Did he ever tell you that he had met somebody at one of those establishments who he wanted to have a relationship with that went beyond the relationship of a customer and a dancer?

A. I don't know what that means.

Q. Sure. Well you understand how gentlemen's clubs work, correct, sir?

A. No, I don't.

Q. Okay. Well --

A. Gentlemen's clubs could mean something to one and not to the other.

Q. Do you know what a strip club is?

Do you know what a strip club is, sir?

A. I'm not sure what a strip club is.

Q. Okay. Have you ever heard the name Lindsey Rosen before?

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A. I believe that was one of the ladies in the lawsuit.

Q. By the way, under oath, sir, are you suggesting to me that you don't know what a strip club is?

A. Strip club could mean something to one and not to another. If you're talking about a dancing club where women take their clothes off?

Q. Yes, sir.

A. I understand what that is.

Q. Okay. And so did you ever learn that Dr. Sherman had an interest in developing an ongoing romantic relationship with a dancer at a strip club?

MR. GREEN: Objection.

A. I don't know.

MR. GREEN: You can answer.

MR. WINTER: I think he said I don't know. Yeah.

Q. I may have already asked this. Does the name Lindsey Rosen, have you ever heard that before?

A. I believe I read that in the court documents.

Q. When did you read court documents?

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A. When Sanford told me about the lawsuit.

Q. So he provided you with copies of court documents?

A. I went online.

Q. And you were able to see the name Lindsey Rosen?

A. Yes.

Q. What did you understand to be the allegation as it related to Lindsey Rosen?

A. I really was too mind boggled to understand it. There was -- he was telling me one thing and the lawsuit was telling me another thing and I just didn't...

Q. Did you ever speak with Morris Dorfsman concerning the allegations?

A. No.

Q. Did you ever become aware that Dr. Sherman paid money to Morris Dorfman to settle that lawsuit?

MR. GREEN: Objection.

A. I have no idea.

Q. Does the name Mary Skeirik, or Skeirik, mean anything to you?

A. I just remember there were two women that were involved in that; other than those two,

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it may be Mary or somebody else, I don't know. If that's one that you're referring to in the lawsuit.

Q. Actually, I'm not. So as best I know, she was not involved in the allegations in that lawsuit.

A. Okay, I don't remember that name, familiar with.

Q. Do you understand -- well, as I understand it, you have not had contact with Dr. Sherman for years; is that correct?

A. As of now it's been four years at least.

Q. Okay. Do you know a gentleman named Danny Heglaw? H-E-G-L-A-W.

A. No.

Q. Have you ever heard that name, to your knowledge, before?

A. You know what, I remember Danny, but I don't know his last name.

Q. Okay. And in what context would you have --

A. It was one of Sanford's friends.

Q. Okay. Do you recall ever meeting Danny?

A. If you could refresh my recollection of what Danny is -- is Danny one of the policemen

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or --

Q. I don't know, sir. He may be.

A. I don't know, but I remember that Sandy had a friend named Danny, and other than that, I may have been with him to a ball game or something, because Sandy would invite periodically numerous friends of his over the years.

Q. Do you know a gentleman named Steve Green?

A. Yes.

Q. And how do you know Steve Green?

A. Steve Green was a good friend of Sanford's.

Q. Have you had any contact with Steve Green in the last four years?

A. No.

Q. And by "contact", just so you and I are clear, I'm talking about emails, telephone, in --

A. Nothing.

Q. -- person?

A. No, not a word. And I know that.

Q. Do you know Jim Surso, James Surso?

A. No.

Q. Did you ever understand Mr. Surso to be

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a good friend of --

A. I never -- if I've met him, I didn't know I did.

Q. Did you ever hear Dr. Sherman speak of Jim or James Surso --

A. No.

Q. -- S-U-R-S-O?

A. No.

Q. Would you have expected to know, given your 22-year friendship with Dr. Sherman, of who Dr. Sherman's closest friend was?

A. I would think so, yes.

Q. And so if I were to suggest to you that Mr. Surso was one of if not the closest friend to Dr. Sherman for decades, that would come as a surprise?

A. Extremely.

Q. Did Dr. Sherman ever suggest to you that he had taken steps to stash or hide money such that his wife would be unaware of it?

A. I wouldn't know what he was doing with his money. I don't know why he would hide it.

Q. I understand. My question is whether he ever said to you anything similar to that.

A. No.

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Q. After he had been served with the divorce papers when you were over at his house for six hours, did he ever say to you that he was going to take steps to hide money?

A. No.

Q. Did Dr. Sherman ever request of you that you have contact with Aliza to see whether or not a deal could be arranged to settle the divorce proceedings?

A. No.

Q. Did Dr. Sherman ever tell you that he had asked anybody else to have a similar conversation with Aliza?

A. No.

Q. You're aware that Aliza was killed on March 24th, 2013?

A. Yes.

Q. When you learned of that, what, if anything, did you feel or think?

A. The obvious.

Q. What's that?

A. The woman was killed. Nobody wants to see that happen.

Q. Did you think or feel anything beyond that?

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A. She was a friend at one point, of course you feel sorrow for her family.

Q. Did you have any concern that based on comments that Dr. Sherman had made to you on the beach about getting away with a perfect murder that he may have done this?

A. Sure.

Q. Why is it that you would have had such a thought?

A. Because Sanford was rampaged, he had a very, very hostile temper towards Aliza, anything's possible.

VIDEOGRAPHER KERBO: It's two minutes left on tape.

Q. When you say he had a hostile, whatever the word was used, temperament or attitude towards Aliza, what do you mean by "hostile"?

A. He was re -- rebelled, he did not like Aliza, they were fighting constantly, he wanted the divorce, nothing more to say that that's -- time for them to move on.

MR. WINTER: We can go ahead and allow for the changing of the tape.

VIDEOGRAPHER KERBO: Okay. Stand by.

(Discussion had off record.)

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VIDEOGRAPHER KERBO: We're back on record.

BY MR. WINTER:

Q. Mr. Shanker, do you recall Dr. Sherman ever mentioning to you anything concerning a power of attorney that he held for his wife?

A. No.

Q. Did you ever have occasion to accompany Dr. Sherman to any bank?

A. Yes.

Q. Can you tell me which banks you would have accompanied him to?

A. PNC Bank.

Q. Which branch would that have been, sir?

A. There were several.

Q. Can you recall some of them?

A. Oh.

Q. Cities would be fine.

A. I think there was one out in Chardon. I think there was one out in -- by the racetrack, somewhere around the racetrack in Northfield, I remember.

Q. Did you understand him to -- well, I'll withdraw the question.

Did you ever observe Dr. Sherman making

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any deposits into a safety deposit box?

A. No.

Q. Other than PNC, any other banking institutions that you ever accompanied Dr. Sherman to?

A. No.

Q. Are you aware of any other banks where Dr. Sherman ever held an account?

A. He had accounts, quite a few, you call them banks, I don't know if Charles Schwab is a bank or Scottsdale Trading is a bank, he had accounts there, it was financial institutions.

Q. So Scottsdale, Charles Schwab; what others do you recall?

A. He had many.

Q. Do you recall any others?

A. No.

Q. Do you know what account it was that he would have lost the money through back in '08 and '09?

A. He had many.

Q. Okay. Do you know Dr. Sherman to have owned any real estate other than his primary residence when you were friends with him?

A. I believe he owned his mother's condo in

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Boca Raton, and I don't know about the house in Beachwood.

Q. Did you ever know Dr. Sherman to travel to New York City to meet up with a woman with whom he was having a relationship?

A. No.

Q. Did you ever observe Dr. Sherman utilizing a disposable cell phone?

A. They're all disposable I thought.

Q. Have you ever heard the term "burner"?

A. No.

Q. Are you aware that, compared to an iPhone, for instance, that you can buy a phone at the store that has a certain amount of time on it that cannot be tracked and that can be disposed of when that time has been used?

A. I'm aware of that.

Q. Did you ever observe Dr. Sherman utilizing such a phone?

A. He had phones; I don't know if they were disposable or not.

Q. What did you understand to be Dr. Sherman's work status during the time you were friends with him?

A. He was an eye surgeon.

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Q. Did there come a point in time when he stopped practicing?

A. Yes.

Q. What did you understand to be the reason that he stopped practicing?

A. That his expense and overhead were more than his income.

Q. Did you ever visit his office when he was practicing?

A. Yes.

Q. Did you ever meet Gail Reese?

A. Yes.

Q. Who was Gmail Reese?

A. I believe secretary. She worked for him in some capacity, could have been his assistant or secretary.

Q. If you were to estimate, how many times do you think you ever visited his office when he was practicing?

A. Half a dozen times.

Q. Did Dr. Sherman ever indicate to you that he was concerned that if the divorce action did not go his way that he may have to explore going back into the workforce?

A. No.

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Q. Did Dr. Sherman ever indicate to you that he had forged a power of attorney involving his wife's investment accounts?

A. I have no knowledge of that.

Q. My question is whether he ever said that or not.

A. I have no knowledge of that.

Q. Would that be a no?

A. That's a no.

Q. What was your understanding as to who controlled the finances in the Sherman household?

A. I believe they both had assets.

Q. You indicated earlier that some of the reasons that Dr. Sherman had stated to you that he was unhappy with Aliza's spending habits are that she bought a car for her daughter or bought clothes for the family. Is there anything else that you recall him telling you that upset him about Aliza's spending habits?

A. She was uncontrollable financially, she would just spend money.

Q. That's what he said to you?

A. Uh-huh.

Q. That would be a yes?

A. Yes.

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Q. That wasn't something that you had the basis to form any opinion on, correct?

A. That's correct.

Q. Did you ever learn that Dr. Sherman had been physically abusive to Aliza?

A. That's strictly hearsay.

Q. What have you heard in that regard?

MR. GREEN: Objection.

A. He would just -- combative towards each other.

Q. Who told you that Dr. Sherman had ever stricken or physically assaulted Aliza?

MR. GREEN: Objection.

A. They both -- they both --

THE WITNESS: When you object, do I need to answer or do I wait for a ruling?

MR. GREEN: You need to answer.

Q. You answer.

THE WITNESS: Okay.

Q. Go ahead, sir.

A. They were constantly fighting. From what I understand, the police were at their home quite often for domestic. Aliza would come in yelling and screaming and she wouldn't leave his office and a fight would pursue [sic]; to what

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extent, I don't know.

Q. Did you ever observe one or the other strike the other?

A. No.

Q. Did you ever know or observe Dr. Sherman to strike anyone?

A. No.

Q. Did you ever learn of an instance involving Josh and a baseball bat?

MR. GREEN: Objection.

A. I don't really recall that.

Q. Do you vaguely recall that?

A. There was some kind of incident that he had with the kids, but I don't remember exactly what it was about, it was just -- it's normal, like a father would fight with their kids once in a while.

Q. Do you believe it normal for a father to strike his son with a baseball bat?

MR. GREEN: Objection.

A. No.

Q. Did you ever observe Dr. Sherman to have threatened any individual for any reason?

MR. GREEN: Objection.

A. No.

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Q. Is one of the pieces of advice that you gave to Dr. Sherman about how to commit the perfect murder to have an alibi?

A. Perfect crime.

MR. GREEN: Objection.

Q. To have an alibi; was that one of the points?

A. I don't recall.

Q. Did you indicate to him not to get recognized because there would be surveillance cameras?

MR. GREEN: Objection.

A. Yes.

MR. WINTER: Go off the record for just 60 seconds.

VIDEOGRAPHER KERBO: Sure. Stand by.

(Discussion had off record.)

VIDEOGRAPHER: We're back on record.

BY MR. WINTER:

Q. Mr. Shanker, if you were to estimate the number of times that you and Sanford Sherman walked on the beach at the Mentor Headlands, would that be in excess of 100 times?

A. Yes.

Q. Now, sir, I want to explain the next

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question I'm going to ask you, so if you could give me a little bit of latitude here to explain.

Typically during a deposition I ask a series of questions of a witness concerning their background. When we started today you indicated that you did not intend to answer any questions about you. I will share with you that, generally speaking, it's likely that the Court in this case would order you to answer a whole host of questions concerning your background.

I'm really only interested in a couple things. I'm interested in your use of email and your cell phones. If you are willing to answer my questions about any email usage and any cell phone service providers and any computers that you own or had in the last few years so we can at least identify that stuff, then I don't have a need to get into the other areas that deal with your personal life.

If you're unwilling to do that, then what I'll need to do is I'll need to raise it with the Court and I think it's likely that the Court's going to order you to come back and answer those questions.

So with that explanation, would you

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please share with me any telephone numbers that you've utilized over the last four years.

A. None.

Q. Have you used a cell phone over the last four years?

A. Have I used a cell, yes, I have.

Q. Have you had a cell phone that was your cell phone over the last four years?

A. Do I own a cell phone in the last four years?

Q. Yes, sir.

A. Yes.

Q. Okay. And how many have you had in that period of time?

A. One.

Q. What's the phone number for that?

A. 216-440-1436.

Q. Who's your service provider?

A. Verizon.

Q. Has that been the case for the last four years?

A. 20 some years.

Q. Okay. Do you also have a home phone?

A. Yes.

Q. What's that number?

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A. 440-729-8427.

Q. Have you had an email account of any sort in the last four years?

A. Yes.

Q. How many?

A. Three.

Q. Okay. And share with me what those email addresses have been.

A. They're all through aol.com. willtrade1, W-I-L-L-T-R-A-D-E-1.

Q. Is it the number 1 or O-N-E?

A. 1. The number 1.

Q. The number 1. @aol?

A. Yes.

Q. Okay.

A. investplan, I-N-V-E-S-T-P-L-A-N, @aol.com.

And lliquidity, L-L-I-Q-U-I-D-I-T-Y.

Q. @aol?

A. Yes.

Q. And your testimony is that you've not emailed with Sanford Sherman or received any email from him in the last four years?

A. That's correct.

Q. And, lastly, can you identify for me any

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computers or iPads or any similar devices that you've owned over the last four years?

A. I have a laptop, it's a Hewlett Packard; and I have a desktop, a Hewlett Packard, but I haven't used it in a couple years.

Q. Okay. Do you have an iPad?

A. No.

Q. What kind of cell phone do you have? Is it an iPhone or something similar?

A. Nope, just a regular cell phone.

Q. Okay.

A. No texting, no nothing.

MR. WINTER: Okay. Sir, I appreciate that, I have no further questions.

VIDEOGRAPHER KERBO: All right. Stand by.

MR. GREEN: Hold on.

VIDEOGRAPHER KERBO: We're off the record.

MR. GREEN: No questions.

VIDEOGRAPHER KAFANTARIS: Go back on. I just need you to repeat that.

VIDEOGRAPHER KERBO: We're back on the record.

MR. GREEN: No questions at this time.

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MR. WINTER: Mr. Shanker, we've completed your deposition. I want to thank you for your time today.

You have an opportunity to review the transcript in order to confirm that what you have said has in fact been what has been taken down. Alternatively, you can waive that right. And if you can simply let the court reporter know your preference, that would be fine.

THE WITNESS: I would like to read it.

MR. WINTER: Okay. Then we've concluded, sir, and we're done for today. Thank you.

VIDEOGRAPHER KERBO: This concludes the deposition. The time is 3:29 p.m.

(Deposition concluded at 3:31 p.m.)

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CERTIFICATE

The State of Ohio,)
) SS:
County of Cuyahoga.)

I, Michelle A. Bishilany, a Notary Public within and for the State of Ohio, duly commissioned and qualified, do hereby certify that the within named witness, LARRY A. SHANKER, was by me first duly sworn to testify the truth, the whole truth and nothing but the truth in the cause aforesaid; that the testimony then given by the above-referenced witness was by me reduced to stenotypy in the presence of said witness; afterwards transcribed, and that the foregoing is a true and correct transcription of the testimony so given by the above-referenced witness.

I do further certify that this deposition was taken at the time and place in the foregoing caption specified and was completed without adjournment. I do further certify that I am not a relative, counsel or attorney for either party, or otherwise interested in the event of this action.

HEREBY, I attest to and certify the aforementioned on this 23rd day of April, 2015.

Michelle A. Bishilany, RDR, CRR
Traver & Bishilany Court
Reporting Services, LLC
Notary Public State of Ohio
Commission expiration: January 18, 2016

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AFFIDAVIT OF NOTARY PUBLIC

The State of Ohio,)
) SS:
County of Cuyahoga.)

Before me, a Notary Public in and for said County and State, personally appeared LARRY A. SHANKER, who acknowledged that she did read her transcript in the above-captioned matter, listed any necessary corrections on the accompanying errata sheet, and did sign the foregoing sworn statement and that the same is her free act and deed.

In TESTIMONY WHEREOF, I have hereunto affixed my name and official seal at this_____ day of _____, 2015.

_____

Notary Public

_____

My Commission Expires:

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SIGNATURE PAGE

Re: Jennifer Sherman, Co-Executor, etc. vs. Sanford Sherman, et al.

Case Number: CV-14-827479

Deponent: LARRY A. SHANKER

Deposition Date: April 21, 2015

To the Reporter:

I have read the entire transcript of my Deposition taken in the captioned matter or the same has been read to me. I request that the following changes be entered upon the record for the reasons indicated. I have signed my name to the Errata Sheet and the appropriate Certificate and authorize you to attach both to the original transcript.

_____

LARRY A. SHANKER

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STATE OF OHIO)
) SS: **AFFIDAVIT**
COUNTY OF CUYAHOGA)

Jennifer Sherman, being first duly sworn and having personal knowledge of the facts contained herein, states the following are true and accurate to the best of my knowledge:

1. I am co-executor of the Estate of Aliza Sherman (Cuyahoga County Probate Court Case No. 2013EST190253).

2. Aliza Sherman was murdered on March 24, 2013.

3. I have witnessed Aliza Sherman sign documents and have personal knowledge of her signature.

4. Aliza Sherman's signature was consistent throughout her lifetime.

5. I have reviewed true and accurate copies of the following documents that have been purported by Defendant Sanford Sherman to be signed by Aliza Sherman: the May 17, 2000 Merrill Lynch Durable Power of Attorney, the May 22, 2000 Merrill Lynch Client Relationship Agreement, the July 7, 2004 Revocation Correspondence, and the December 17, 2004 Merrill Lynch Power of Attorney (collectively, "Disputed Documents).

6. None of the handwriting on the Disputed Documents appears to be in Aliza Sherman's handwriting, and it does not appear that Aliza Sherman signed any of the Disputed Documents.

7. Prior to her death, Aliza Sherman maintained email addresses at SHERMAA@ccf.org, 2169564682@vzwpix.com, alizaivf@gmail.com, telchai6@aol.com, and acs22rn@gmail.com.

8. I have reviewed the documents attached hereto and incorporated herein as if fully restated, as Exhibit "1.")

9. Exhibit 1 constitutes email correspondence Aliza Sherman sent to herself or her divorce attorneys, Joseph G. Stafford and Greg Moore, during the divorce proceedings of *Sherman v. Sherman*, Cuyahoga County Domestic-Relations Court Case No. DR-11-337138.

10. Aliza Sherman personally represented to me that she wrote the email correspondence attached hereto as Exhibit 1.

11. Aliza Sherman provided any and all email correspondence that constitutes Exhibit 1 to me as part of her personal files prior to her death. I now possess said record and maintain them in my role as executor for purposes such as the business of administering the Estate.

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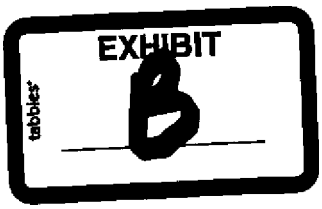

12. I hereby certify that Exhibit 1 contains authentic duplicates of the original email correspondence that Aliza Sherman provided to me prior to her death and have not been altered in any way.

Further Affiant Sayeth Naught.

Jennifer Sherman

On this 13th day of June, 2016, Jennifer Sherman appeared before me, signed her name to this affidavit, and swore to the truth of this affidavit.

Notary Public

STACY L. BAUER, Attorney
NOTARY PUBLIC - STATE OF OHIO
My Commission Has No Expiration Date
Section 147.03 R. C.

You replied on 7/6/2011 3:27 PM.

Sherman, Aliza

From: Joseph G. Stafford [jgs@stafford-stafford.com] **Sent:** Wed 6/29/2011 5:39 PM
To: Sherman, Aliza
Cc:
Subject: Re: Aliza Sherman
Attachments:

EXHIBIT
tabbies

Please relax. Everything will fine. Let's meet! When is a good day?
Joseph G. Stafford

From: Sherman, Aliza <SHERMAA@ccf.org>
To: Joseph G. Stafford
Sent: Wed Jun 29 13:17:06 2011
Subject: Aliza Sherman

Hi Mr Stafford,
I had a few questions and concerns that I would like to present to you.
If you can please respond to me by E-Mail or cell phone at your earliest convenience.

1. We have household/children bills due on the first of the month(i.e- Utilities, Jason's college apt.rent,Jeremy's school tuition,car/home insurance/groceries;household needs,doctor/dentist appts.that need to be paid need to be bought etc.) How do these bills get paid?
You said something about filing a motion for him to pay the bills as well as release funds to pay the bills.
As far as I know most of our finances are in stocks/investments/CDs.
I have a credit card from my personal account from 5th/3rd bank, I have been using that to pay for groceries,household needs,items for the kids and to get some cash as needed.He has not provided anything to the household or the children since the papers were served.It doesn't appear that my personal accounts were frozen yet.Is this the right thing to be doing/ I did take out over the last 6 months some bank checks and some cash to have for emergency use. Jeremy was promised a car from his father, since all his siblings got a vehicle when they turned 16. he took him car shopping, promised him a car, put the down payment on it yet now will not get it stating funds are frozen. I told him to contact his lawyer to release funds his answer was contact your lawyer, so tired of the games that is what I am doing.It would be helpful if Jeremy had a vehicle, because I have had to leave work many times to take him, pick him up when his father refused or left town with no notice. I can't afford to risk my job.If there is anything you can do to open up funds(sell some stocks?)to pay for his car, that would be great.

2. He kept asking me last night to go out have coffee talk over like "mature adults a way to peacefully split the bills" He is still pushing for counseling and if that doesn't work get a mediator."In a perfect world that would be great, end this quick, but he has hidden all finances, I don't know what we have accumulated over the years and.I feel he is up to something shady..His moods swing from angry and mean to sweet, accommodating, encouraging me to drop all this and give our marriage a chance. I think after 28 plus years of trying I gave it a fair shot. If I had 1% hope that something could improve I would agree to the counseling,but I know this is all an act to mess with my head or he is Bi-Polar, which I do suspect anyway.He sent me another picture yesterday from way back, messing with my head about how happy we were and still could be, funny I don't remember that, don't feel that and it is disturbing to find these pictures on my bed. I did not meet with him, he said he would pay all the bills he had by taking a cash advance on his credit card and I was responsible to take care of Jason's rent bill due July 1st. I took out 500.00 cash that i can give Jason to pay the rent, he is going down to Columbus, he is my most sensitive child who has gotten very quiet thruout this process. Is that ok to do for this month till the bill paying is sorted out?I don't know why, or how, but I feel he is setting me up for something. I am not very sharp with finances. He has told the children he has no money, everything is frozen. Is that correct? Does he still have access to his stocks to daytrade?

3.Living accommodations.
In our filing, he was supposed to vacate in 7 days. Since he beat me to the punch serving papers,what happens now? Will I be made to vacate? will he?What does it entail that he put a restraining order on me? What can or can't I do? What can or can't he do?He keeps trying to plead with me for one more chance, to talk, yet he asked our home/auto insurance to split the bill,he fluctuates between mean/angry to calm, quiet. It is all so nerve wracking. I have told him I can't discuss any issues about the divorce or finance with him. he should contact his lawyer who will contact you.

4. Police Record.
I believe I told you of the time he set me up to have a police record.It was Oct. 22,2005. I can go over the details with

Sherman, Aliza

From:	Sherman, Aliza	**Sent:**	Fri 12/30/2011 1:39 PM
To:	JGS@stafford-stafford.com		
Cc:	GJM@stafford-stafford.com		
Subject:			
Attachments:			

Hi Joe and Greg,

These are the 3 days that I can possibly get off from work of to be deposed:
Jan 12, at 9
Jan 18 at 9 (would be my first choice)
Feb. 20 at 9

Is there any information found out about the restraints of my children's accounts and probably my mother's as well. Knowing the plaintiff the way I do, I wouldn't be surprised if he did some underhand business at the bank, without his lawyer even knowing. The tellers said the plaintiff was at the bank, I belive Thursday Dec. 22. By Friday Dec. 23rd the accounts were restrained. Jason got a bank statement that showed his balance till December 20th. The legal person said they were follwing a court order from the July restraining order, which I am not sure was even signed.The bottom line is, my children and my mother closed their accounts, that I was a custodian on, it was their accounts, they are adults and they can make that decision.(I urged them to do this because plaintiff threatened me he would tie up their accounts for years, to protect them and their assets, a new individual account was necessary. Their new accounts, the restrained ones, never had my name on it. What proof was given to close these accounts six months after the restraining order was filed? I would like the accounts unrestrained and if there is illegal, harrassing activity, sanctions to be brought upon the plaintiff, his attorney and the bank employees.This has caused much duress for my children and mother(if her account was restrained as well). Please keep me informed on the progress of your investigation, so I can tell my children and mother, the status of their accounts

I DO NOT WANT HIM TO GET AWAY WITH ANOTHER EPISODE OF EMOTIONAL CRUELTY AND CONTROL!!

Per my discussion with Greg about what who or what I think should be subpoenad for deposition, these are my thoughts and I am aware the deadline is Jan. 3rd.

Has the Medical Evaluation motion been sent?

His claim of disability(weak legs, can't support his upper body" is ridiculous and insulting to anyone with a brain.
Pretty sure disabled tag is his mother's
why isn't he getting disability checks if he is so disabled??
He wasn't 'Disabled" at age 47..when he retired

I think our Joint Discover card should be subpoenad for records. I closed it in June 2011 because he threatened to make me pay the whole bill and he would run up the charges.There was a 5,000 plus balance on it which he refused to pay. I have made several payments of the minimum balance and I have check numbers to prove that. This account was the account most of our family purchases were made on. If he is investigating the smaller ones, this one should be looked at as well. It is ironic he didn't ask for the joint card, just the ones on my name.

Which brings us to his personal credit , He had a CHASE card, which I left a bill with Joe, over 1,000, that appeared to be all Josh's purchases., a Keybank , Parkview Federal, a Continental Credit card and what about all the funds Bakers etc he claimed as inheritance? These need to be looked in to. He has a magnet from PNC Bank on the Frig. Might be worth a look ,if he opened an account there, possibly with Josh? He is shady, nothing is beneath him, trust me on this. Why was he allowed to close out my Morgan Stanley Account? On my name a few years ago? he claimed he had "Power Of Attorney," Why? I am not handicapped, what was in it? where did it go? Does he have custodial accounts with Jeremy? Josh? his brother?his late mother?(Rochelle Sherman) What was the inheritance? he claimed he got 'Millions of dollars from his mother" I don't want his

Sherman, Aliza

From: 2169564682@vzwpix.com [2169564682@vzwpix.com] **Sent:** Mon 1/16/2012 2:10 AM
To: Sherman, Aliza
Cc:
Subject:
Attachments:

Where did money come from to buy kids cars? You need to subpeona all your joint credit cards and bank accounts. When he put money in checking, where did
it come from? Were they cash deposits, checks, wire transfers--all could be telling.
Got an e- mail from Les Keller today at about 2:30 said he needed to speak to me asap! What do u think he us up to? The plaintiff?
More tricks....when was the last time you spoke to Les? Just ignore the text.
That's what I figured, probably going to claim I did something or other, got 1 e-mail from Les in sumner about how we should work it out etc. If I didn't cave in with Steve Green why would Les, who I barely know influence me?
He's probably going to tell you same as Steve Greene that Sanford seems unstable, angry, no telling what he might do. If he writes again, tell him to tex
t you the subject matter and give you the headlines and you'll get back to him.
Good Morning Joe, Text between my brother and me. Les is a sometime friend of plaintiff, why would he e-mail me all of a sudden,wants to talk to me asap? just like his friend,Steve, out of the blue ,trying to mediate, when I didn't mediate, counts restrained, now new motions against him..I know he is up to something. Please believe me, I am not a drama queen, I am so naive and trusting, so if I am afraid .. U know there us something to fear I know it's a real fear.I am not sure my daughter's accident was an accident , it may be coincidence, but I had a similar accident a few years ago, just like her, I was driving slow, normal and suddenly jolted awake? No recollection of anything, just an impact that brings u to reality, her car very damaged in front, guy She hit, no damage, drove off didn't wait for police.he knows where She lives,Georgetown , u can walk rightfrom gate at Zeeba
Clinic, he and Josh know where she lives, parks outside, no security.same accident happened to me, he was on one of his famous trips to Florida, it occurred at work garage At BEACHWOOD clinic, pretty much same story, worked all day, felt
fine, reversed out of parking space next thing I know Jolted awake hit concrete beam! Front of car damaged like Jenn's.. Just like her.... no recollection of what happened!!! so strange, called plaintiff , told him what happened, worried that I had a trans ischemic attack, small stroke or something, looking back now it should have seemed odd then,when I called Plaintiff, no care, concern , just worried what car would cost . He filed an insurance claim, said I got hit, filed other claim about Josh's car after his DUI, I believe he got reimbursed. Joe you saw me today, worse than ever, so jittery, been getting worse every day, anxious, nightmares, afraid to sleep, he looks deranged, the quiet is worse than the yelling, because I know he is thinking abd planning. Please believe me, I am really afraid, I think he is going to do something really bad. I kept having low air in my tire, went to
Good year after putting air in for days, said small nail, showed me nail , so small , doubt it could go thru tire. Then I drive Jason's car for a few weeks, Front tire starts losing air suddenly,even after air put in, feel he is out to punish me.. I am really afraid he
is going to have me killed. I am of sound mind, I just know him, his behavior is very odd, blank look, very scary! My brother's and friends say they fear for my safety, I worry for my children, mom, pets and my own safety. He won't stop at anything, he is determined to destroy me. his room is above mine, he has been pacing for awhile, don't know what to do, can't leave, won't leave Jeremy with him, stuck, if he get's made to leave , he will go nuts! This is why I have been going crazy, I am afraid of him and what he will do and I don't think wolf knows what a deranged man he is working with, if he doesn't "Win" he will crack, don't know what to do, I know more repercussions coming... They always did ! I have other things I am remembering,, will try write it later, no matter what happens at Vacate , please plan TI have restraining . Sorry to bother u soo s
Hi Jason r u still up?
Ya what's up
Do u remember why you closed your money market on 7/15? where did your money go? Is anyone else on acct? Sorry to bug u this is imp. I remember u went to lunch with dad and bank,did he tell u to close it out? Or convince u?
never closed it, the bank told me t was on hold
Please answer, I am sorry, but I got a packet of papers and he and his lawyers are claiming I took your funds, emptied your account, of course that isn't true, you know me better than that, I give you kids what ever I have would never take anything, I try not to tell u things but he messed up Josh's head, I won't let him to it to the rest of you, I hope it is in a CD on your name only!! So sorry just trying to protect all of you!
You had a money market, I think U told me you put it in a 9 month cd?

Sherman, Aliza

From: Sherman, Aliza **Sent:** Thu 2/23/2012 4:52 PM
To: JGS@stafford-stafford.com
Cc:
Subject: Plaintiff
Attachments:

Hi Joe,
Was wondering what is happening with my case.
Life is unbearable. He is still in the home,(after 8 months!) controlling everything from the heat, kids to the mail.
He has turned Jeremy against me, about the car and he has time to manipulate his thinking, when he drives him to school.
Jeremy has not spoken to me in a week.
Can you imagine losing one son and then another?
I hope not..
It is heart wrenching I am in agony over this.
My children were my life and he has lied to them and sadly they believe him.
He has taken away my home, my family and 2 children.
What do I have to lose at this point?
They haven't broken me yet..

Can the Judge make him seek alternate counsel?
What happens now?
Has the motion to vacate been rescheduled?
When will the depositions be rescheduled?
I want him to be deposed by you.
He is afraid of this, the video, because he is lying.
That is probably why he fired Wolf., that and not wanting the Vocational Assessment.
I paid a deposit for this and I hope it will still be required of him.
The Rabbi's letter was a joke, his attending religious services regularly, goes back 8-9 months, being religious is a charade. He did not work Saturday, because he chose not to, he went to the race track on Saturdays, not Synagogue.
We had many arguments about this,because I wanted him to take the boys' to synagogue and he never would.

I know he is hiding funds,He made millions of dollars for many years in a row.
He day traded 6 figure amounts of various accounts.(You have copies in my file from May 2011)
Has his accounts, stock,retirement funds bank,CD, credit cards(Chase, Continental ETC.) been looked in to?
Where did all the money come from to pay for everything, especially during retirement? Not from my work wages?
Where did he get money to buy all those stocks, day trades, transfer 10K plus each month into our joint checking account at Ohio Savings.
You said you would get the records of our joint checking account and the Discover Card, (Joint,) These will show the life style we lived.
Please get those records as you said you would. There needs to be an investigation of his funds, tax returns from years ago, not just his retirement, (they certainly did a thorough investigation of my funds.), you will see the money transfers, payments, you have deposit slips in my file of the 10K deposits, where did it come from?

What about his 2 safety deposit boxes?Have they been subpoenad?
What about Josh's accounts, and accounts with Plaintiff on it?
Does Josh have a safety box, he never did before?
What about accounts with his brother Stephen A. Sherman?(Washington D.C.)
or his late mother, he was joint(Rochelle Sherman)

What about his inheritance?
What was the real value?
What does he have at ParkView, Baker, do they match up with his claimed inheritance on Discovery of $250,000?
What about his claim of 10K on Discovery? but admitted to 25K a month at Motion to Vacate on the 24th?
Also have an e-mail (in my files)from him ,claiming I spent"30K a month and had no fiscal responsibility?"
HE is not being truthful I know it.

Boasted to my brothers that he had put his money in Gold coins," no one"could trace them."
They may never be found, but it is worth looking and making him sweat,
These are all things I know you said would be subpoenad, you can't believe what he claims to have, very underinflated, like his claim of 10K.

I have talked about a Forensic Accountant, since the start of the divorce.
I still think it's worth thinking about, even as a scare tactic.
(they did enough of those to me...)
All those trips to 'Florida"
Unreachable for weeks at a time,
2 oversized suitcases each time..

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Said he was going to go with his friend Jim Surso on a trip.. "maybe the Caymans??"
I told him then if he went to the Caymans, "don't come back"
How do we know he went to Florida?
Vhere did he stay,
Why did he go?
How did he fund these trips?
All these things should be looked in to.
What he claims to have is a pittance of what he has, I know it.
I don't want to sound like a greedy B---ch...
I am not..
If there are funds to be found, they may cover my legal fees
If there is more..It might help my son and daughter thru Graduate School.
Just the threat of it, will be enough to make him anxious and maybe agree to a decent settlement.
He is very anxious to settle..
Why?
He doesn't want to be deposed by you..or want vocational assessment.
He is afraid of you..
Every day I hear..
"Fire your lawyer..."
He told my son,
It is my fault the divorce is still not settled and he doesn't have a car,
because..
I won't settle and get rid of my lawyer...

The bottom line is..
This man has tortured me for years, emotional, verbal and other abuse, I don't care to get in to now.
He has continued to torment me for the last 8 months,
Hurting my mother, my children, pets and turning 2 kids against me with lies ...
UNFORGIVABLE!!
I will not settle,to make it easy for him..
He read up on Bronstein case and eager to have a disillusionment like them..
problem being..
he was not a nice guy or a good father,like J. Bronstein.
he had been a nice guy, a good dad, I would not be determined to take this to the highest level of investigation.

I can't let him get away with all that he has done.
I told you from the begining..
I needed your help.. bring a bully down.
I need to teach my sons that it is not okay to threaten ,and terrorize women.
Even if I come out broke, it will be worth it, to give them this life lesson.

I have been married over 30 years, I should get some alimoney or spousal support, unless he comes up with a settlement, which would be great, then I would never have to see him again.
While he worked, I worked at home raising 4 children, with very little help.
When he decided to retire, I worked and he partied and lived a very relaxing life.

He provides very little for Jeremy and nothing for Jason.
I have used a great majority of the released funds, to pay for Jason's tuition,holding a med school spot, Jason's living expenses, because his account is unjustifiably frozen, as well as legal fees to you, house tax, Jeremy's tuition and other household, child bills.

Have you been able to file a motion to release my mother and Jason's funds?
I know you said you would do it this week, my mom is so stressed out with bills piling up, that her blood pressure shot up and she had chest pain. Once again she was hospitalized.
Jason made an ER trip at College, because he was having chest pain recently. I also had a follow up with my cardiologist and a stress test recently,
We all were diagnosed with chest pain due to stress.
The restrained funds are taking a toll on my mother and Jason, they need to be able to live their lives, they are innocent victims as a result of an attack on me.
I feel responsible to vindicate them and I need your help.
The restrained funds are part and process of my divorce.

The Judge was very sympathetic towards Jenn, when you presented her case.
I will agree , under a sworn statement,to payback half of any funds, to the (Greedy, Vindictive) Plaintiff if it is ever found that marital money is put in these accounts.
..ne lawyer from Ohio Savings, already verified ,I made no withdrawals to any of the 3 accounts.

I really would appreciate it if you could help me with this.
My mother is hoping to be released to go to Florida next week. My brother is coming to escort her.
She has been going for 20 years to treat her arthritis.

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I really need your help in this matter (as well as every other matter!)

Jeremy's tuition, house taxes, your fee and other bills. Soon that will be gone and I don't know when funds will be released again.I do not want to let this drag out for months, this is taking a physical and emotional toll on me.

What happens now Joe?

Please let me know what is and can be done.
I thought I was in the dark before, this is far worse.
I don't like to bother you, but I really would appreciate answers to these questions and anything you can do to help me be free of this terrorist.

Thanks for your time
Have a good night!
Sincerely,
Aliza

Sherman, Aliza

From: 2169564682@vzwpix.com [2169564682@vzwpix.com] Sent: Fri 3/9/2012 7:03 PM
To: Sherman, Aliza
Cc:
Subject:
Attachments:

I am sorry I started your morning off like that. I should not have said anything to him, sick of him putting bills in my room, I haven't given him any, he owes me thousands if we play by the 40/60 rules. I didn't mean it when I said take Jeremy away, please don't do that, I love my son, even if he hates me now. Please get him out or get Jeremy and me out. He is getting crazier and scarier by the day, he is disgusting with his language and what he says, loud for my son to hear, trying to tarnish me in front of him and showing him a poor example how to treat women.
I am not safe around him, he was quoting things I said to my brother when he wasn't home, house bugged probably, he will stop at nothing to hurt me, I don't think I will ever be safe. Whatever you can do fir me, I thank u in advance. Hi waited for your call Friday and appt sat. Went to HR block to try get sone insight on taxes asked how I was filing said lawyer should guide me, don't know how to file,always did joint, do I file married individual? Who declares minor? Have e-mail from Greg 12-31 asking mom and Jason's acct numbers to file to unrestrain, I tried to handle it, went to bank, called lawyer at Ohio Savings, they will only deal with my lawyer, since a legal matter, you told me on 20th you would get them unrestrained, please do this, my mom has bills,Jason needs funds, I need your help, have many other questions. Do we have Magistrate meeting still April 10th? I need to try get off work can u Please answer these questions
especially tax, someone said file for extension, as usual, don't know what to do. Thank you!

Sherman, Aliza

From: Aliza Sherman [acs22rn@gmail.com] **Sent:** Mon 2/18/2013 7:22 PM
To: Sherman, Aliza
Cc:
Subject: Fwd: Meeting with Jeff Firestone
Attachments:

Begin forwarded message:

From: Aliza Sherman <acs22rn@gmail.com>
Date: January 7, 2013, 9:36:48 PM EST
To: Greg Moore <GJM@stafford-stafford.com>
Subject: Meeting with Jeff Firestone

HI Greg,

I hope you were able to reach Jeff. We tried to call you during our meeting. He needs to talk to you, in order to help me.

He needs the records of plaintiff's mother's account:
From 2007-present
Baker & co.
825-03689

Grandfather's:

From 1996-11/05/2010.
No records for this account
825-03762
&
825-03762 funds transferred on November 10,2010 to account 825-03769.

Jeff also needs records of 825-03769 from Nov. 10 2010 to the present.

There are discrepancies to be explored.

He also said it would be helpful to know the original amounts and present amounts and if he was taking these funds and investing them elsewhere, no tax reports on these 3 accounts.

I know I have been requesting the original trusts from the time Joe told me he would subpoena them, because d/t the length of our marriage I might be eligible to some of those funds or use as leverage ,to get spouse support.

I know I have brought this up many times, he will never produce them unless forced to.

I wanted to settle November 2011, but Joe said I would never get what I deserved, so I continued to hope and survive the plaintiff's trauma
Please Greg try make Joe's words a reality.

Jeff also found, plaintiff's
own account from Baker,
Account #
825-03769 has no records.
He produced a letter, just for month of April 2011, from Melissa Henahan
Stating account closed out, but no details. Jeff advised to request all records on that account from open to close.

Jeff also found a Merrill Lynch account, # 56864,
in my name, closed out
May 2010 for approx. value of 1 million dollars. No records of that account or where that money went. Interesting part. He closed it, had power of attorney. It is signed with my name, initials, and his signature with POA written,

someone else signed as a witness,but that is not my signature or handwriting. I don't recall ever signing a power of attorney, why would I? I am not disabled..
More interesting, there is a letter , signed with my name, again.. Not my signature, a close replica.. Asking to revoke the power of attorney?!! That is forgery and deceit! Jeff wanted to talk to you about all this and send you copies, but needs account records to reveal more and finish up his investigation.

There was a similar occurrence with an account on my name from Morgan Stanley that was closed out with a fake signature, I gave this to Joe, I remember having him compare that signature with mine to find the difference.. He did! Ask him he will remember..

Jeff did not have that paper, maybe Justin can find it and you can get the records and that info to Jeff too.

Jeff also said, plaintiff claiming on taxes and did a lot of stock trades from a Merrill lunch account on his name, but there are no records. The account # 57358, should have subpoena as well like the others from 2002- present.

Please Greg, subpoena these accounts and records of the original trusts before Discovery is over.

Even if a settlement is proposed, Jeff believes these accounts, plus the records he found of large cash withdrawals with no trail can be used to show squandering of funds , during his retirement.

Please Greg touch base with Jeff and help him help me.
I went thru this battle to get funds for my own security as well as for my sons. Jeremy will turn 18 in June, I want to fight to get funds, in any capacity to pay his college , help Jason and my living expenses and debt.

I picked up notebooks, I have 3 -12 hour , murderous shifts coming up, I don't know if I am supposed to get notebooks back to you or just bring to court. I will do my best to show records and tally up my accounting, he produced very little and I saw no accounting from him. There is a lot I analyzed that I haven't had an opportunity to discuss with you yet, but I think it is important.

I was hoping to meet with you before Friday, but if your schedule doesn't allow, I will see you in court.

Thank you for all you are trying to do for me. I hope there will be some good news Friday, It is long overdue!!

Sincerely,
Aliza

IN THE COURT OF COMMON PLEAS

OF CUYAHOGA COUNTY, OHIO

JENNIFER SHERMAN,

CO-EXECUTOR OF THE

ESTATE OF ALIZA SHERMAN,

Plaintiff,

vs. Case No. CV-14-827479

SANFORD J. SHERMAN, et al.,

Defendants.

- - - - -

VIDEOTAPED DEPOSITION OF SANFORD J. SHERMAN

Taken on Thursday, November 20, 2014, at 10:04 a.m.

At the offices of:

Reminger

1400 Midland Building

101 Prospect Avenue, West

Cleveland, Ohio

Before Janice M. Rogers, a Registered Professional Reporter

and Notary Public in and for the State of Ohio

EXHIBIT

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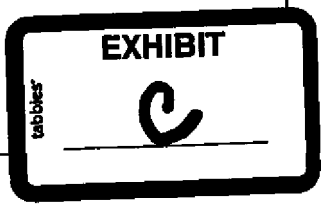

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APPEARANCES:
On behalf of the Plaintiff:
Reminger, by
ADAM M. FRIED, ESQ.
JASON D. WINTER, ESQ.
1400 Midland Building
101 Prospect Avenue, West
Cleveland, Ohio 44115
(216) 687-1311
On behalf of the Defendants:
Shapero & Green, by
BRIAN J. GREEN, ESQ.
Signature Square II, Suite 220
25101 Chagrin Boulevard
Beachwood, Ohio 44122
(216) 831-5100
On behalf of Joshua A. Sherman:
Cavitch, Familo & Durkin, by
MICHAEL C. COHAN, ESQ.
Twentieth Floor, 1300 East Ninth Street
Cleveland, Ohio 44114-2876
(216) 621-7860

ALSO PRESENT:
Steve Henschel, Videographer

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THE VIDEOGRAPHER: Today is November 20th, 2014. We are on the record at 10:04 a.m.
SANFORD J. SHERMAN, of lawful age, called for examination, as provided by the Ohio Rules of Civil Procedure, being by me first duly sworn, as hereinafter certified, deposed and said as follows:
EXAMINATION OF SANFORD J. SHERMAN
BY-MR.FRIED:
Q. Can you please tell us your full name and address?
A. Sanford J. Sherman. 27020 Cedar Road, Apartment 704, Beachwood, Ohio, 44122.
Q. And how long have you lived there?
A. A little over a year.
Q. What was the move-in date?
A. I think November 1st of last year, around there.
Q. Do you live with anybody currently?
A. In Cleveland, no.

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Q. In -- you have another address?
A. Yes.
Q. And what's your other address?
A. 4025 Yarmouth B, Boca Raton, Florida, 33434.
Q. And who do you live with there?
A. My girlfriend just moved in, Mary Skeirik.
Q. And how do you spell Skeirik's last name?
A. I think S K E I R I K.
Q. Do you go by any other name besides Sanford J. Sherman?
A. Most people called me Sandy. I think one or two people might call me Jay or Sherman. But just about everybody calls me Sandy.
Q. Do you ever sign your name as Sandy?
A. Yes.
Q. Have you ever given a deposition before?

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A. Yes.
Q. And in what types -- what matter or matters have you given depositions in?
A. Civil matters.
Q. Okay. How many?
A. A few.
Q. A few civil matters or a few depositions?
A. Both.
Q. Okay. A few, do you mean one, two, three?
A. I think two.
Q. And what were the civil matters in which you were involved where a deposition of yours was taken?
A. I was sued by my cousin once. And I sued a drunk driver that hit me once.
Q. Okay. When were you -- when did you sue a drunk driver?
A. I don't recall. Perhaps 10, 15, 20 years ago.
Q. And in what county was that?
A. I would guess Cuyahoga

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County.
Q. Who was your lawyer?
A. David Guidubaldi.
Q. And a lawsuit was filed?
A. I think so, yes.
Q. Do you know who the defendant was?
A. I can't recall his name.
Q. How was that resolved?
A. He paid some money.
Q. Do you recall how much?
A. 30,000, 40,000. I don't recall exactly.
Q. Were there any other named plaintiffs in the lawsuit?
A. No.
Q. And the additional lawsuit that you were involved in civil-wise where you provided a deposition was a case where you were sued by your cousin?
A. Yes.
Q. And would you tell me who your cousin is?
A. Morris Dorfsman.
Q. And when were you sued by

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your cousin Morris Dorfsman?
A. I would guess between five and 10 years ago.
Q. Who was your lawyer?
A. Tim Reid.
Q. From Reid Wargo?
A. I don't recall the name of his firm.
Q. And do you recall who represented Morris Dorfsman?
A. Larry Zukerman's firm.
Q. Do you have any documents that have been provided to you or obtained from that divorce of Morris -- from that lawsuit of Morris Dorfsman?
A. No.
Q. Do you have any deposition transcripts?
A. No.
Q. Do you know what date you were deposed?
A. No.
Q. You've been doing a very good job answering questions verbally. I would like to lay out some of

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the ground rules of the deposition.
The court reporter won't be able to take down nods and gestures. And so if you would continue to respond verbally to my questions, is that fair?
A. Yes.
Q. If there's a question that I ask that you don't understand, would you let me know?
A. Yes.
Q. If you answer the question that you don't understand and don't let us know here in this room, we're going to assume that the answer was in relation to the question and that you understood it. Is that fair?
A. Yes.
Q. If at any point in time, as long as a question is not pending, you need a break, please let us know, and we'll take a break.
A. Thank you.
Q. Okay. What's your current work status?
A. Retired.

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Q. And when did you retire?
A. I think September 1st, 2004 I closed my office.
Q. And what was the office that you closed?
A. An ophthalmologic office.
Q. And what was your role at the ophthamologic office?
A. I was the ophthalmologist and owner.
Q. Was the ophthalmologist -- what was the name of the company that you were --
A. I don't know if I had a name. Sanford J. Sherman, M.D. perhaps.
Q. Was the company incorporated?
A. I don't think so.
Q. So you were operating an ophthalmology office as a sole proprietor?
A. Correct.
Q. When did that sole proprietorship, the -- how did you -- what was the company called?
A. I think just -- I don't know

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if I formed a company. I think just my name.
Q. Just your name ophthalmologist. And when did you start performing or working as an ophthalmologist?
A. When I finished my residency.
Q. Okay. So you finished your residency, what year was that?
A. I think July 1st, 1986 perhaps, around then.
Q. So is it fair to say that on the date essentially soon after you finished your residency, you went and became self-employed?
A. Correct.
Q. And you opened an office. Where was it, the Severance Medical Arts Building?
A. Correct.
Q. And how long were you in that space?
A. If I ended in 2004, that would make it about 18 years.
Q. Okay. So during the time

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that you were operating as an ophthalmologist, your office was always at the Severance Arts Building?
A. Severance Medical Arts Building, correct.
Q. And who were your employees?
A. I had a number of them.
Q. Who were they?
A. The last one that I had was Gail Reese.
Q. And when is the last time you spoke with Gail Reese?
A. I think a few years ago.
Q. Can you tell us the context of your conversation or meeting with Gail Reese?
A. Just I remember I would call her once a year over the holidays. I don't know what else we discussed.
Q. How many years did you -- over the time did you call her?
A. Gail worked for me almost the whole time my practice was open. And from the time it closed, which was about 10 years ago, until a couple years

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ago I called her every holiday.
Q. Is there a reason why you stopped calling her?
A. No, not to the best of my recollection.
Q. So for a period of 10 years up until last year you called her every holiday?
A. Maybe two years ago, three years ago.
Q. Do you know her phone number?
A. No.
Q. Do you have her cell phone?
A. I don't think I have her cell phone.
Q. You don't think you have her cell phone?
A. I don't think I have her cell phone.
Q. Okay. When is last time that you provided Gail Reese with any money or benefit?
A. When she -- when she retired. But I would -- for Christmas

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I think I'd send her a holiday basket for a few years after she retired.
Q. Okay.
A. Like a candy and fruit basket or something.
Q. Okay. So you closed your office September 1st, 2004?
A. I think.
Q. Approximately?
A. It could -- yes.
Q. It could have been what?
A. That's to the best of my recollection.
Q. And Gail Reese would have stopped working with you at that point in time, correct?
A. Correct.
Q. Where did Gail Reese live?
A. She moved to Las Vegas.
Q. When did she move to Las Vegas?
A. I think shortly after leaving my job.
Q. Okay. So when you would see her -- strike that.

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From the time that she moved to Las Vegas until the present, have you physically seen her?
A. I think as a family I may have seen her once in Las Vegas. I don't recall if that was before or after.
Q. Before or after she moved to Las Vegas?
A. Yes.
Q. And how long ago was that?
A. It would have been within the -- 10 years ago or maybe 15 years ago. I think I saw her once in Vegas. I don't remember when.
Q. Do you recall the circumstance why you were in Vegas and saw her?
A. We took a family vacation.
Q. Okay. Have you been to Vegas other than the family vacation that you saw Gail Reese at?
A. Yes.
Q. When?
A. A few times. I recall I

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went once for my brother-in-law's 50th birthday party, which would have made it about 10, 11 years ago. And probably a few times before that.
Q. So is it fair to say that you have not been to Las Vegas for at least 10 years?
A. I don't know. I might have been there once after I saw Harry. I can't recall.
Q. So if you retired in September 1st, 2004, and you called or received a call from Gail Reese on a yearly basis, would that have been for a particular holiday?
A. Just over like Christmas, Hanukkah.
Q. Okay. So the end of the year?
A. As I just stated.
Q. And you recall doing that every year until approximately 2008, 2009, 2010?
A. A couple years ago maybe. I don't remember the exact time. It was

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more than a year ago, I'm pretty sure.
Q. Did you -- did you speak to her at all in the year 2013?
A. Not that I recall.
Q. Did you speak to her at all in the year 2014?
A. Not that I recall.
Q. If you did speak to her at any point in time, who would initiate the call?
A. Either one of us.
Q. Okay. So there are times when she would call you, and there are times that you would call her?
A. To wish me happy holidays.
Q. Okay.
A. As I recall, yes. I'm not sure.
Q. Do you ever e-mail or text with her?
A. No.
Q. Do you know if she has an e-mail address?
A. I don't know it.
Q. If you place a call to Gail

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Reese, what phone number would you -- what phone would you use?
A. I think I have her home phone number.
Q. All right. Let's concentrate on your phone.
A. Okay.
Q. What phone would you use?
A. My cell phone.
Q. And what is your cell phone number?
A. 216-789-6543.
Q. And tell me about that cell phone. How long have you had the physical --
A. I do recall that I did try to call her once this year, and no one answered. So I didn't speak to her.
Q. When did you try to call her?
A. You asked me 2014. I don't remember.
Q. You don't remember when in 2014 you tried to call her. Was it in relation to this lawsuit?

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A. I don't remember.
Q. You don't -- was it in relation to the time of the filing of this lawsuit?
A. I don't remember.
Q. What was the purpose of the phone call?
A. Just probably a hi, how are you.
Q. Well, you say that you called her on the holidays, which would be the end of December, November, December, January?
A. Yes.
Q. Right?
A. Yes.
Q. We are now in 2014. It is now November. Did you try to call her in the mid part of the year of 2014?
A. I would probably say if I called her, it would be in the last few months. I don't recall when I called her.
Q. And you say you didn't talk to her?

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A. No.
Q. Did you talk to anybody at her house?
A. No.
Q. Did you leave a message?
A. No.
Q. And if you called her, you say it would have been on her home phone number?
A. Yes. I think if it's working. I don't --
Q. Was it working when you called?
A. I don't recall if a message answered or a voice mail or if indeed it's still her number or it's changed and somebody else's number.
Q. If a message picks up, you would leave a message, right?
A. Correct.
Q. And so you don't recall leaving a message?
A. I know I didn't leave a message. I usually don't leave a message.

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Q. All right. Just so I understand, if a message machine picks up to leave a message, your practice is not to leave a message?
A. With Gail I wanted to speak to her in person to just say hi, how are you.
Q. Was there anything else you wanted to talk to her about?
A. No.
Q. Do you have any other phone numbers?
A. Yes.
Q. What are your other phone numbers?
A. I don't know it -- oh, here, I know one of them. 216-978-1762.
Q. Okay. And any others?
A. I have a Florida number. I don't know what it is. It's a phone under my -- one of my -- my girlfriend. She has a T-Mobile plan.
It has a 561 area code. That's all I know. That's why I got the phone.

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Q. And that girlfriend is Mary Skeirik?
A. Yes. Skeirik.
Q. Skeirik.
So let's talk about the phone 216-789-6543. Do you still possess the phone number?
A. Yes.
And I may have not given you the proper number to the other phone. I virtually never use it.
Q. To the 978-1762?
A. Correct.
Q. All right. We'll talk about that in a minute.
A. Sure.
Q. So how long have you had the phone number 216-789-6543?
A. A long time. Probably 20 years, maybe longer.
Q. Do you -- what type of phone are you currently using?
A. An iPhone.
Q. And what model of iPhone?
A. I think it's a 5.

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Q. Do you have the cloud backup?
A. I don't think so. I may have just -- Mary might have just put it on, but I don't know how to do it.
Q. Okay. Mary might have put a cloud backup on your phone number, 216-789-6543?
A. Or her phone line.
Q. Or her phone?
A. I remember once we went to Apple. But I don't know how to do that.
Q. Okay. How long have you had the iPhone 5?
A. Which one?
Q. The one that you are currently using.
A. I use them both.
Q. Okay. All right. Let me make sure we understand. We're talking about the phone that is attached to phone number 216-789-6543.
A. Oh, this particular phone?
Q. Yes.

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A. A year or two, maybe three.
Q. You've had it a year or two, maybe three?
A. Yeah.
Q. Was that your first iPhone attached to this phone?
A. I might have had one before. I don't recall.
Q. Okay. Again speaking of the 216-789-6543 phone number, if we go back in time, let's start with today, who was your carrier?
A. Verizon.
Q. And Verizon, how long have they been your carrier with this phone number?
A. Always.
Q. Do you know your account number with Verizon?
A. No.
Q. Do you have phone bills that you receive that you pay that would contain your account number?
A. Yes, probably.
Q. Do you have any -- how many

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accounts do you have with Verizon?
A. One.
Q. And the only account you have with Verizon bears the phone number 216-789-6543?
A. Not only that number.
Q. So there are more phone numbers attached to that account?
A. Yes.
Q. Okay. Do you have any phones that you own under any aliases?
A. No.
Q. Have you ever used an alias?
A. No.
Q. Have you ever used the name John Smith?
A. No.
Q. Who is your Baker representative?
A. I no longer have Baker as a company.
Q. Okay. Who was your Baker representative?
A. I called anyone at the firm.
Q. Do you know a person named

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Ken?
A. Yes.
Q. Ken who?
A. Nahnstedt I think his last name is.
Q. Do you know how to spell it?
A. No.
Q. Can you do your best?
A. N A H R S T E D T maybe.
Q. Okay.
A. I'm not very good with names.
Q. Okay. So the current iPhone that you have attached to 789-6543 was obtained by you within the last year, two years or three years?
A. To the best of my recollection.
Q. Was it obtained before or after March 24th, 2013?
A. I think before.
Q. Do you have any e-mail addresses that are associated with that phone?
A. Yes.

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Q. And what are they?
A. Eyeball55 at AOL.com.
Q. Any others?
A. With this phone?
Q. Yes.
A. No.
Q. Okay. Do you use the phone to e-mail, send e-mails and receive e-mails?
A. Yes.
Q. And when did you set up the Eyeball55 at AOL.com account?
A. I don't recall.
Q. More than 10 years ago?
A. I don't recall.
Q. More than five years ago?
A. I honestly don't recall.
Q. Were you using the Eyeball55 at AOL.com account prior to March 24th, 2013?
A. Yes.
Q. Have you deleted any e-mails from the Eyeball55 at AOL.com account since March 24th, 2013?
A. Any e-mails at all?

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Q. Yes.
A. I'm sure I have, yes.
Q. What's your practice of deleting e-mails? Do you have a practice of deleting e-mails?
A. I probably don't have a hard fast rule for that.
Q. Do you have a practice of saving e-mails?
A. I probably don't have a hard fast rule for that either.
Q. Do you know how to go about deleting e-mails?
A. Yes.
Q. How does that work on the AOL account, either through your phone or through a computer?
A. You hit it and press delete.
Q. Okay. Does the delete also have an empty function?
A. I don't know what that means.
Q. Well, sometimes when you delete an e-mail, it goes into a delete bin, a trash bin. And then there's an

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opportunity to delete the trash bin. Is that how it works on your AOL account?
A. I think it works that way on my computer. I don't know if it works that way on my phone.
Q. Okay. Have you emptied the trash bin on your AOL account at any point in time since March 24th, 2013?
A. I -- when I delete an e-mail, I delete it. If I've been on my computer, I've deleted it permanently.
Q. So you delete it and empty it?
A. I would say yes.
Q. Okay. Other than the phone numbers that you've identified, the 789-6543 and the 978-1762, the last four digits you're not entirely certain of, right, are there any other phone numbers that you have used or possessed?
A. I mentioned I have a phone under Mary's name.
Q. Which is the 51 --
A. No, 561.

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Q. 561 area code phone?
A. Yes.
Q. And you mentioned you carry two phones with you?
A. No, I don't.
Q. You have two phones that you use?
A. Sometimes I use two phones.
Q. Okay. And what's -- why do you use one phone as opposed to another?
A. If I'm in Florida -- the reason I got an extra phone was I have a 216 area code. And when I'd call someone, I'd have to dial in 561. So when I got a 561 phone, I wouldn't have to dial in the area code.
Q. Okay.
A. So when I went to Florida in December, I got a phone.
Q. All right. So you got a 561 area code phone through Mary's account. And that was obtained in December of 2000 and what?
A. No. I didn't know Mary in December.

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Q. Okay. You ended up with a 561 area code phone in December, is that what you said?
A. Not -- I don't recall saying that.
Q. All right. Well, let's back up, so we can understand when you got a -- first got a 561 area code phone.
A. Okay.
Q. When was the first time you obtained a phone, area code 561?
A. I don't know. Maybe January, February of this year. Maybe March or April. I don't recall.
Q. Okay. So between -- sometime between January of 2014 and March or April of 2014 for the first time in your life you obtained a phone with a Florida area code?
A. Correct.
Q. Okay. Do you have two cell phones on you now?
A. No.
Q. Let's talk about your 978 phone.

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A. Correct.
Q. When did you first get that?
A. Jeremy gave it to me when he no longer used it. Perhaps five years ago.
Q. So the 978 phone number was Jeremy's phone?
A. Yes.
Q. And what kind of phone is that?
A. I think it's the 4 Apple.
Q. Apple 4?
A. I think so.
Q. And that's also associated with your account?
A. That was on an account which I had with Jason that I was paying. It's another -- it's not a Verizon account. It's another carrier.
Q. Do you have an AT & T account?
A. That's it.
Q. Do you have any other accounts besides AT & T and Verizon?
A. Mary has a T --

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Q. Mobile?
A. Right.
Q. Okay. So in terms of the accounts that are --
A. I'd like to clear something up.
Q. Sure.
A. Because I'd like to be totally honest.
When I went to Florida, I had a lot of issues using my cell phone, because I didn't have a 561, and people ask. But in especially calling somebody or a department store, you have to remember to call in 561.
I think I got a phone for a month prior to Mary's phone.
Q. Okay. And that would be the phone that you got in December?
A. No. I don't remember when I got it.
Q. Okay.
A. It was a used phone that I stopped in to get.
Q. Stopped in where?

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A. I asked somebody when I think I was at Home Depot where can I get a 561 phone.
Q. Okay. So you bought the phone where?
A. I don't recall.
Q. Was it a phone that you use up and throw away?
A. No. It was a used phone that I bought at a carrier.
Q. And you attached it to what account?
A. I just bought it for a month to see how I'd like it.
Q. What kind of phone was it?
A. It was an old iPhone.
Q. And who did you buy it from?
A. I don't recall.
Q. How did you pay for it?
A. I think I paid cash.
Q. So you paid cash for an old iPhone 4?
A. I don't know if it's a 4. I don't recall.
Q. You paid cash for an iPhone?

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A. Yes.
Q. In Florida?
A. Yes.
Q. You bought it from a party unknown, and you paid cash for it?
A. Actually I remember I bought it from a guy I was sitting next to at a restaurant. And he saw me with my 216. And he said he owns a company that does this.
Q. How did he know you were sitting at a restaurant with him with a 216 phone number?
A. Because I was making a call. And he said, do you have a 216?
Q. Why would he say, do you have a 216?
A. I was talking to him. We were in the middle of the conversation.
Q. Is this a guy that you know?
A. I never met him before.
Q. Never met him before. So you pick up the phone, your phone, you dial something. And he asks you if you have a 216 phone?

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A. I think he saw my number, and he was trying to make business.
Q. Where were you when this happened?
A. At a restaurant.
Q. And what restaurant were you at?
A. I don't recall.
Q. What city?
A. Boca.
Q. Who were you calling that he saw you making a phone call?
A. Probably Jimmy.
Q. Jimmy Surso?
A. Yes -- no, my son.
Q. You were calling which son?
A. Joshua.
Q. Do you know what you and Joshua talked about? Did you talk when you made that phone call?
A. I don't recall.
Q. Okay. All right. So you are in a restaurant and sitting next to an individual?
A. Yeah.

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Q. That you had never met before?
A. Never.
Q. And this individual -- are you sitting at a booth? Are you sitting at a table? Tell me --
A. Like a -- it was tables outside, inside and around.
Q. Like a bar?
A. Yes.
Q. Where they cook in front of you?
A. No.
Q. Like a fry bar?
A. You order food, and they bring it out.
Q. Okay. So you're sitting at a bar?
A. It's really a restaurant, bar.
Q. I understand the distinction. This is a food place. This is not a drinking establishment?
A. No. It's a drinking and music.

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Blue Martini.
Q. The name of the place is Blue Martini?
A. Yes.
Q. And what time of the day was this?
A. I'm sure it was when food is half price, between 4 and 8:00.
Q. Why do you say that? Why are you sure it was when food is half price?
A. Because I would always go to eat when food is half price.
Q. Why?
A. To save money.
Q. Okay. That's a -- that's a habit of yours, isn't it, to try to save money?
A. If I can.
Q. Would you describe yourself as frugal?
A. No. Thrifty.
Q. You wouldn't spend your money recklessly?
A. No. Generously.

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Q. Would you consider spending money at a strip club reckless or generous?
A. Neither.
Q. What would you consider it?
MR. GREEN: Objection. You can answer.
A. Entertainment.
Q. So you're at this martini bar between -- the Blue Martini, by the way, where is it located in Boca?
A. At Town Center mall.
Q. At Town Center mall?
A. Yes.
Q. Is this a place where you frequent often?
A. I've been there before, yes.
Q. Approximately how many times?
A. A dozen or more.
Q. So you're at a martini bar. Were you drinking on this occasion when you ran into this unknown individual who sold you a phone?
A. I usually at most order a drink. I usually don't drink the drink.

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Q. You order a drink, but don't drink the drink. Why is that?
A. I may order a drink to be social, but I may only have a little bit.
Q. Okay. So you're not a drinker?
A. Absolutely not.
Q. Never have been?
A. Not a serious drinker, never.
Q. So you order a drink, don't drink it and order food, right?
A. I might have water and lemon or a Diet Coke, too.
Q. Okay. And you're sitting at a bar on a day -- was it a Monday, Tuesday, Wednesday, Thursday, Friday, Saturday or Sunday?
A. I don't recall.
Q. So you pick up this phone that you had for a month, is that what you said, a month?
A. No. No. I was on my 789 phone.
Q. You were on your 789

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phone --
A. Yeah.
Q. -- which is a 216 number?
A. Yeah.
Q. And you're calling Josh?
A. I think it was Josh. I can't recall. It was about a year ago.
Q. Does your current phone have favorites where you --
A. No.
Q. -- just press a button?
A. It has favorites. I don't have favorites.
Q. Does your current phone have a button that you can press, you can turn it on right now, go into the phone thing and push, for instance, Josh Sherman?
A. I don't have favorites.
Q. Okay. So if I were to -- you have your phone with you right now?
A. Yes.
Q. And if you were to open up the phone dialing app, you could see names, right? You have names associated

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with phone numbers, right?
A. Yes.
Q. And so if you wanted to call a person, you would open up the app. You would type in the name of the person you wanted to call, and then would you press the call button, right?
A. No.
Q. Tell me how you make a phone call?
A. I hit the -- I think it's a row -- right lower hand function. It says contacts and starts with A. And I would scroll down and then hit up the name and then hit the phone number.
Q. Okay. So you're dialing a phone number that has in it -- for instance, you're calling Josh, 216 -- what's his phone number?
A. I think 406-9378.
Q. Does he have any other phone numbers?
A. Not that I'm aware of.
Q. Did you buy any phones from him -- for him or for his use?

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A. I think I bought this phone he has.
Q. Did you buy any -- strike that.
The reason why you might not know his number is because you don't really have to dial it, am I right?
A. I don't -- correct.
Q. You put it in the phone. It's there. You just press the name, and it calls?
A. Correct.
Q. And that's with all your phone numbers that you typically call, correct?
A. Yes. Yes.
Q. So the individual that you run into at the Blue Martini, had you ever seen him before?
A. No.
Q. And you don't know what the day of the week was that you run into him, right?
A. I don't recall, no.
Q. So you're sitting at a bar

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at Blue Martini. This guy is sitting next to you? Yes?
A. Yes.
Q. What does he look like?
A. Short guy with a beard, balding.
Q. Short balding guy with a beard?
A. Middle age, white.
Q. And what -- what are you doing that you strike up a conversation? Tell me how this conversation starts?
A. I don't recall.
Q. You don't recall how you ended up starting to talk to a stranger?
A. I basically talk to everybody anywhere. I'm very verbose.
Q. Okay. So you talk to strangers all the time?
A. All the time.
Q. And so it's not unusual for you to talk to this particular stranger?
A. No.
Q. And so how does the subject of phones come up?

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A. As I recall, he started it because he was trying to drum up business to get me to buy a phone from him.
Q. Why would he get you to buy a phone from him, you're using a brand new phone, aren't you?
A. Because as I told you, I think he saw 216 or I mentioned to him the 216 area code. I don't remember.
Q. And my point -- my point is, how would he see 216, if all you have to do is push Josh's name?
A. Maybe I asked him about 216. I don't remember.
Q. You asked him about 216?
A. Or he asked me what my phone number was and where I was from or whatever.
Q. Did you prearrange a meeting with this guy to buy a phone?
A. No.
Q. So you buy a phone from him. Tell me how the subject of purchasing the phone comes up?

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A. He said -- I mentioned to him that I have to dial 561 on my phone all the time, because I'm from out of town.
Q. Okay.
A. So he said, maybe you want a phone with a 561.
Q. Okay.
A. And I says, well, I really don't want that. I don't want the extra expense.
Q. Okay.
A. He said, I own a phone company.
Q. He says he owns a phone company?
A. You know, like a cell phone company.
Q. So he has an actual company, he tells you?
A. Yeah. He owns this little store in a mall.
Q. And where's -- oh, where is the store?
A. In Boca.

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Q. So you go to his store to buy it?
A. Yes.
Q. Okay. So you met him at the -- you met him at the -- at the Blue Martini?
A. Correct.
Q. You strike up a conversation with him or he strikes up a conversation with you, correct?
A. Correct.
Q. The conversation of possibly buying a 561 area code phone number comes up, right?
A. Yes.
Q. And he tells you about his store?
A. Yes.
Q. And so how soon after this conversation do you go to his store?
A. Maybe a few weeks.
Q. Did he give you a card?
A. I think so, yes.
Q. Do you still have that card?
A. No.

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Q. Did you put his phone number in your phone?
A. I think I put his phone number in the phone I bought from him.
Q. Why?
A. So if I had problems with the phone, because the phone had a crack in the front part, maybe I could get it fixed or something.
Q. So you have a nice new phone --
A. No, it was not a new phone.
Q. Your own phone?
A. Yes.
Q. And you go to a used phone store to buy a cracked phone?
A. It wasn't a used phone store. It was a cellular phone store. They sell new and used phones.
Q. All right. What's the name of the store?
A. I don't know.
Q. What was the place where it was located?
A. In a mall in Boca Raton.

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Q. What mall?
A. I don't recall.
Q. What other stores were in the area?
A. I think it was off of Palmetto.
Q. It was off of Palmetto?
A. I think so. I don't recall. Or Powerline.
Q. Or a -- or Powerline?
A. Or Powerline.
Q. Powerline Road?
A. Or drive. I don't know the street names that well.
Q. So how did you know where it was before you got there? You said you had this conversation with this guy.
First of all, did you talk to him any other time before that one night?
A. No.
Q. Did you talk to him any other time between that one night and the day that you show up to purchase a phone?

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A. I might have seen him one or two more times at Blue Martini.
Q. But you don't recall?
A. No.
Q. And in that time frame, you never wrote down or you never took down his phone number to put on your own cell phone?
A. I was trying to use the 561 number as my phone.
Q. Again you didn't put down his contact information in your operating phone number, which you have as 216-789-6543 --
A. Correct.
Q. -- correct?
The only way you had to contact him was with a business card?
A. Correct.
Q. And he tells you where his location was. How did you get there?
A. I actually got lost I remember.
Q. Do you have a navigation system in your current car?

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A. This car, no.
Q. Do you have a GPS function on your current iPhone?
A. Yes.
Q. Does the iPhone that you obtained from Jeremy, or the 978-1762 number, does that have a GPS device?
A. I have no clue.
Q. Did you enter into a contract with this iPhone store regarding the use of the phone?
A. It was for a month I think. I paid for a month, a trial basis.
Q. It was a trial basis. Did you return the phone?
A. No. I bought the phone. It was a used phone.
Q. And do you still have the phone?
A. No.
Q. You threw it away?
A. No.
Q. What happened to the phone?
A. I gave it to Mary, I think. Or I lost -- she gave it to her son. I

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don't remember. But I don't have it.
Q. So you had a phone that you obtained and used for a month?
A. Or maybe a couple months.
Q. Or maybe a couple of months. You gave it to Mary, you lost it or she gave it to her son, which is it?
A. I didn't lose the phone.
I think I gave it to Mary. She gave it to her son Robert, who always loses things. And he may have it or he may have lost it and got a new phone, because he loses everything.
Q. Okay.
A. I wanted to sell it back or give it to Gazelle to get money. But she wanted it for her son. That's what happened.
Q. Okay. So what phone number was associated with that phone?
A. I have no clue.
Q. No clue?
A. 561.
Q. Did you have -- 561?
A. Yeah.

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Q. So how did you initiate the one month contract?
A. I went in. I bought the phone.
Q. Yes.
A. And I gave him cash money to try it for a month or two.
Q. How much cash money did you give him?
A. For what?
Q. For this phone.
A. A couple hundred dollars.
Q. A couple hundred dollars to purchase a phone and a one month to two month contract?
A. No. I think the phone was 2 or $300. And it was 30 or $40 a month.
Q. So you gave him 2 to $300, plus paid for -- prepaid for the use of the phone?
A. Yes.
Q. So this was a prepaid phone that you purchased?
A. No. It was a used phone in a counter.

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I first picked out a flip flop phone, which I couldn't figure out how to use.
And I wanted a new iPhone, but I didn't want to spend the money to buy a new iPhone. And I asked him if he had some used iPhones. And he showed me the collection, and I asked him if I could buy one cheap.
Q. Okay. I understand there's two components to using a phone, right? There's the phone itself, which is the handset, and then there's the actual air time, right?
You can have a handset without any air time, you can't really use it, am I right, for a phone?
A. I don't understand.
Q. You have to have the ability to connect to the towers to be able to make the call, dial out and have someone call in. You have to pay for that time, right, pay by the minute or you pay by the amount of usage you're using?
A. I don't know how it works.

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I do pay a monthly charge.
Q. Okay. And so with regard to the purchase of the phone that you made in this store -- the name of which you can't recall?
A. Correct.
Q. You purchased a phone, and you purchased the ability to use that phone?
A. Yes.
Q. And the phone itself was 2 to $300, correct?
A. As I recall.
Q. And the usage was $30 a month, right?
A. Maybe 30 or $40 a month.
Q. And you gave him how much money for the usage?
A. I think I tried it for a month. And I might have gone back and tried it for another month or two.
And then Mary had an option to add a line to her T-Mobile account I think for $10. So I got another phone, which I have.

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Q. Okay.
A. And through the T-Mobile account. And I think Mary took that phone and Robert wanted it or broke his phone. And we either gave that phone to Robert or Gabriella.
Q. Right. Okay. All right. You said Gabriella?
A. Mary -- one of Mary's other children.
Q. Okay. So Mary's name is Mary -- what's her last name again? I'm sorry. I know you told me what her last name is. I didn't write it down.
What's her last name, so we know who we're talking about?
A. Skeirik.
Q. Skeirik. And Mary has how many children?
A. Three.
Q. And what are her children's names and ages?
A. Eric is in his 20s. Robert is 17. And Gabriella is 14 or 15.
Q. And you said that Mary moved

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in with you recently?
A. She didn't move in to me, she moved in to my condominium that I own in Florida.
Q. Okay. So when you go to the -- when you go visit Florida, you stay with the condo -- at the condo with her?
A. Yes.
Q. Is she paying rent?
A. No.
Q. Okay. So do Eric, Robert and Gabriella also live in that condo?
A. None of them.
Q. Okay. So currently if we went there today, subject to her schedule, she would be the only person living there?
A. Absolutely.
Q. And the day she moved in was what?
A. Within the last few months.
Q. And you have no -- you have no rental agreement, is that right?
A. Oh, no.

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Q. And she has no rental obligation?
A. No.
Q. Does she pay any of the bills?
A. No.
Q. So you're supporting her?
A. Pretty much so, yes.
Q. Okay. When did you meet Mary?
A. In February or March of this year.
Q. So the first time you met Mary was as early as February of 2014?
A. Yes.
Q. And no earlier?
A. Never.
Q. Where did you meet her?
A. At the Blue Martini.
Q. Did she know this person you bought the phone from?
A. I think she met him later, but she didn't know him before.
Q. When did she meet him?
A. He sits at that --

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Q. At the bar?
A. Yes. I don't know if you would call it a bar. Inside.
Q. Okay. He sits inside?
A. Yeah.
Q. And is there a bartender on the other --
A. Yes.
Q. Across the way?
A. Yes.
Q. Okay. So why wouldn't you call it a bar?
A. Well, I don't really drink. I'm mainly there for food. So for me it's a restaurant.
Q. Okay. So Mary meets him later. When does Mary meet him?
A. I think one time when I was there he said hello, and I introduced her.
Q. Okay. Have they struck up conversations since that point in time?
A. I doubt it.
Q. Okay. So you met Mary at a bar, at the Blue Martini, in February?

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A. At a restaurant, yes.
Q. At the restaurant, bar, we'll call it, at the Blue Martini, right?
A. I met her there, yes.
Q. And by February, March -- do you know where she was living?
A. Yes.
Q. Where?
A. In Deerfield Beach.
Q. Deerfield Beach?
A. Yes.
Q. What does she do for a living?
A. Now she owns the GHT Institute.
Q. What did she do for a living before that?
A. Most of her life her main job was owning a dance studio and being a dancer.
Q. What kind of dancer?
A. She dances every kind of dance.
Q. Does she do exotic dancing?
A. No. She danced --

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Q. Did she ever do exotic dancing?
A. No. She danced once for Michael Jackson and the president.
Q. What was the name of her dance studio?
A. I think it's Skydance Studio.
Q. And when did that -- is that still in existence?
A. I think so. She -- I don't know the name. But she still has a dance studio now, yes.
Q. She still has a dance studio?
A. Yes, with her name that she owns.
Q. Is it all hers? Does she have any partners?
A. I don't think so.
Q. Does she have any partners in GHT Institute?
A. No.
Q. So you haven't provided any moneys to her to fund the purchase or maintenance or operation of GHT

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Institute, is that fair to say?
A. Oh, absolutely not. I've given her a ton money.
Q. Okay. So you have provided money for GHT Institute's operation?
A. I've given -- I've given Mary money. I don't know what she does with it. I know a lot of it she used for this institute. I never asked her, so.
Q. How much money have you given Mary?
A. A ton.
Q. What's a ton?
A. Since I met her, for her past bills, to support her children, herself and probably to start her business, probably in excess of $100,000.
Q. In what form do you give money to her?
A. Cash and check. Also cash.
Q. Okay. So was it the early part of February -- when is the first time you gave her money?

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A. I can't remember. I think maybe April, May.
Q. When is the first time you wrote a check to her?
A. I don't remember.
Q. What account would you use to write a check to her?
A. I don't remember.
Q. What account do you have that you could write a check from -- to her?
A. I have a number of checking accounts.
Q. Okay. What checking accounts have you used to write a check to or checks to Mary?
A. Perhaps Huntington. Perhaps Ohio Savings. Perhaps Wells Fargo. Perhaps Schwab. Perhaps Fidelity. And perhaps First Nationwide. I think those are my checking accounts that I use.
Q. How do you keep track of all these accounts? Do you have a Quicken account on your computer?
A. No.

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Q. How do you keep track of these accounts?
A. I don't.
Q. Do you receive statements?
A. Yes.
Q. And to what address are the statements mailed?
A. I think most of them are mailed to my post office box.
Q. What's your post office box?
A. 24328, Cleveland, Ohio, 44124.
Q. Is that the only post office box you have?
A. Yes.
Q. Is that the only post office box you've ever had?
A. Yes.
Q. And who has access to that post office box?
A. Me.
Q. When you're away, who has access to that post office box?
A. Last year I had Josh send my mail to me.

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Q. So Josh would go into your post office box and transfer mail to you?
A. He would put it in an envelope and send it to me, yes.
Q. How far back do you keep your bank statements?
A. I don't know.
Q. Well, when is the last time you threw your bank statements away? Let's put it that way.
A. I don't know.
Q. Has it been in the last month?
A. I think I have them longer than a month.
Q. Do you have them longer than five months?
A. I don't know.
Q. Have you thrown away any bank statements since this case was initiated?
A. Not that I recall.
Q. Have you thrown any documents away since this case was initiated?

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A. Not that I recall.
Q. So if you met Mary, and why -- you've given Mary over $100,000 for various reasons. And you can't recall whether you met her in February, March or April?
A. No. In February or March.
Q. Okay. So you met her in February or March. Towards the end of February, early March, or is it early February, do you know?
A. I don't recall. I just said hello.
Q. Do you use credit or debit cards?
A. Yes.
Q. And have you ever used a credit or debit card at Blue Martini?
A. Probably.
Q. What are your credit or debit cards?
A. The same ones I told you. Let me try to think. A Visa card, Visa card, maybe a Master Card, a Schwab card, a Huntington card, a First

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Nationwide card.
Q. Any other card?
A. Wells Fargo card.
Q. Ever have any other cards?
A. Probably when I had another bank.
Q. What other bank would you have had?
A. My bank associated with my work was Key Bank. I think I had a card from -- I think some of my cards I still have at Key Bank actually, the Visa cards.
Q. Did you also have a Chase account?
A. Yes, a Visa. That's the Visa.
Q. Okay. And where are these account statements mailed?
A. My post office box.
Q. And you get monthly account statements, right?
A. Yes.
Q. So if I asked you to produce your credit card statements, you would

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be able to produce eight statements that you receive in any single month?
MR. GREEN: Objection. You can answer.
A. I don't know how many statements I get.
Q. Well, let's go through this again. You said you have a Visa card, a Visa card, a Master Card, a Schwab card?
A. I don't know if I have a Master Card.
Q. You don't know if you have a Master card?
A. Correct.
Q. A Schwab card, a Huntington card, a First Nationwide card, a Wells Fargo card and a Key Bank card?
A. My Key Bank card is closed, because my -- my work account is closed.
Q. When did the Key Bank card get closed?
A. A year or two ago when I had no money in it. That was associated -- but I may still have -- my account -- I

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think I'm a little confusing.
My account, I used to have a checking account with Key Bank. That's closed. I still think I have two Key Bank credit cards.
Q. Two credit cards?
A. Yes --
Q. Do you use them?
A. -- I think.
I don't use one.
Q. So again if I asked you to produce statements for your credit cards, you have two Visas?
A. I don't know exactly how many I have.
I have two Visas.
I think the Schwab debit card is connected with my Schwab account. I don't have one with Fidelity. First Nationwide, I have a credit card. Ohio Savings, I have a credit card. Huntington, I have a credit card.
I'm doing the best I can.
Q. Okay. All right. So how many months before you met Mary did you

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own a phone with a 561 area code, the one that you purchased at a phone store?
A. A couple months probably.
Q. Okay. So your -- to the best your recollection, the first time you purchased a phone to try for a couple months, the one that you purchased through the guy you met at the Blue Martini --
A. Yes.
Q. -- was approximately in December?
A. No.
I think I arrived in Florida December 23rd of 2013. So I'd say it would be definitely in 2014.
And I don't think it was the first month I was there, perhaps the second month I was there.
Q. Okay. So -- so we're clear --
A. But I don't recall. But it was not last year. I'm just about certain of that.
Q. All right. January 2013,

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let's call it January --
A. 14.
Q. I'm backing up. I'm asking another question.
A. Oh, okay. I'm sorry.
Q. And I appreciate that. If you need me to slow down, just let me know.
A. If you ask something confusing, may I ask you to repeat it?
Q. Absolutely.
A. Okay.
Q. Okay. And I'll do my best not to confuse you.
A. Thank you.
Q. January 1st, 2013 until December 23rd, 2013, okay, that time frame.
A. Yes.
Q. Do you have that time frame set in your mind?
A. Yes.
Q. Do you have a memory of the general things that were going on in your life in that time frame?

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A. Yes.
Q. Okay. Had you been to Florida at any point in time prior to December 23rd, 2013?
MR. GREEN: Objection. From when?
MR. FRIED: January through December, through the December 23rd time frame in the year 2013.
MR. GREEN: You can answer.
A. I never went through my entire divorce.
I'm trying to think out loud to you.
Q. That's fair enough.
A. And I might have went in the summer of 2013. I don't recall.
Q. How would you have gotten there?
A. Oh, fly.
Q. Do you always fly to Florida?
A. Absolutely.
Q. Never drove to Florida?
A. Never.

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Q. How do you obtain airline tickets?
A. I call Continental or United Airline.
Q. So it's always a phone call?
A. Yes.
Q. Do you have a home phone number?
A. No. I have a home phone number. And I think it's hooked up with my cable and Internet.
Q. Time Warner?
A. Yes.
Q. And what's your home phone number?
A. But I don't -- I think it's the same -- the phone is not plugged in.
Q. So you don't use the home phone number?
A. At all.
Q. And it's fair to say you have never used the home phone number?
A. Oh, I used it when I lived on Penshurst, yeah.

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Q. Okay. So you have a home phone number that's attached to your Time Warner bill?
A. I think so, yes. I think I pay for it.
Q. In your current condo?
A. Yes -- no. No. In my home. In my old home.
Q. All right. Let me back up.
A. In my apartment that I have now.
Q. Let me make sure that the record is not confused.
A. Okay.
Q. Okay. And that you're not confused and that I'm not confused.
A. Thank you.
Q. Okay. So you have a home phone number --
A. Yes.
Q. -- that is attached to a home phone?
A. Yes.
Q. And let's talk about current.
A. Yes.

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Q. There's a -- is there a home phone in the Florida condo?
A. No.
Q. Is there a home phone in your condo in the Hamptons, is it?
A. It's not a condo. I live in an apartment.
Q. Oh, you live in an apartment?
A. Yes, sir.
Q. Okay. Fair enough. Is there a home phone in the apartment you live in?
A. I think I have my old home phone in a box, but it's not connected.
Q. All right. But you have a phone number attached to your Time Warner bill that arrives and relates to the apartment that you're currently living in in Cleveland?
A. I think it's the old home phone number from my Penshurst home, house.
Q. What number is it?
A. That would be 216-831-0590.

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Q. Okay. So at least from the year, let's call it January 13 to present, you have had one -- a home phone number, right?
A. Yes.
Q. You've had two Florida phones?
A. Yes.
Q. One being the one that you got through Mary?
A. Correct.
Q. And the other being this used phone that you no longer possess?
A. Correct. Excellent summary.
Q. And then you have one additional phone that has been your primary phone, which is the 789-6543 number?
A. Yes.
Q. And then on top of that you have this 978 phone?
A. Yes.
Q. And this 978 phone you've had for at least five years?
A. I don't know how long. When

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Jeremy gave it to me.
Q. Okay.
A. I don't know the time period.
Q. Have you ever possessed or used any other phones?
A. Never.
Q. Do you send e-mails through each of those phones?
A. I don't -- Jeremy's phone doesn't have the e-mail capacity. And it has limited minutes. So it's like 19.99 a month. I basically should have probably just deleted it.
I use my 789 almost exclusively.
I don't know if I've used the Florida phone for e-mails. I would probably say yes.
Q. What e-mail addresses have you used in the last five years?
A. The Eyeball one from my 789.
Q. Yeah.
A. And I think Mary created one for my Florida phone, but I have no idea what it is.

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Q. Have you received e-mails on your Florida phone?
A. I don't think so. I don't recall.
Q. What does this wellness center do?
A. It's called Global Health Training, Incorporated.
Q. Okay.
A. And what it does -- I don't understand it really, but I got the gist of it.
I know why I'm involved. So I'll try to tell you to the best of my abilities everything I know.
Q. Okay.
A. It tries to look at the functional capacity of an individual by looking at their hormonal levels, their chemistry levels and doing various testing to get them in sync with their own body and to train other physicians to do this function.
It's attached to the Skydance Studios, which is Mary's studio

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indefinitely and her charity.
Her charity had a 501(c)(3) when she was either in Deerfield and California. And fortunately she got it again a few months ago. And that's the reason I'm involved.
Mary tries to help autistic children and special needs children through her charity and through her dance. And especially this is very near and dear to me, in that Mary's two boys are severely ill with schizophrenia. And I have a nephew with autism. And I was a Boy Scout master of a mentally retarded troop when I was in college.
So when Mary told me that her charity is involved in helping the special needs person, as a physician and having a very warm spot in my heart, I was very in tune with this.
Q. Okay. So your generosity is related exclusively or primarily to the charity portion of what she's doing?
A. I fell in love with Mary. And one time she was short money, and I

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gave her some money. And I just give her money, until this case began, in which then I began limiting basically all the money I could give her. Because I realized I was going to need a lot of money for legal bills. And I unfortunately limited the amount of money I could give her.
Q. Okay. But again you just gave us a nice story about the charity and how she helps children. And the reason --
A. And -- I'm sorry.
Q. And the reason that you're involved with the charity with her and giving her money is for the charitable purposes, right?
A. Well, it's for her to have -- it's the whole GHT Institute. It's a combination of the wellness center, Skydance Studio and her charity.
Q. Does that --
A. So it's three functions. It's not one.
And I'm sorry if I made that

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insinuation it's children. A lot of these special needs and handicapped individuals are elderly, our age. They're autistic, special needs, Downs, cerebral palsy, et cetera. And these kids love it when Mary teaches them --
Q. Okay.
A. -- and helps them.
Q. All right. So you provide money to support these endeavors?
A. I give Mary money. And what she's done with the money, I've never directed.
Q. Okay. So you don't -- when you give her money, it has nothing to do with the charity, because she makes the decision as to what to do with it?
A. No. She'd sometimes say, I need money for the office to pay this bill. And in the past I would just give her money.
Q. Why would she need money, if she's got a viable dance studio and a viable GHT Wellness Center?
A. I never said it was viable.

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Q. Okay. Does the GST -- GHT Wellness Center require a medical license or somebody to supervise with a medical license?
A. Yes, I think so.
Q. And who would that be that supervises that entity with a medical license?
A. Her doctor, medical director.
Q. And who is her medical director?
A. I think his name is Dr. Pierre.
Q. Have you ever met Dr. Pierre?
A. Yes. And there's I think another doctor involved and other -- there's a whole board now.
Q. And who -- is there a website or a contact information for this GHT Wellness --
A. Institute.
Q. The institute?
A. I don't know.
Q. So you've never -- have you

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ever looked or seen a website for the GHT Institute?
A. She's given me some brochures and that she's sent me stuff.
I don't know if there's a website. I'm assuming there is. I've never looked it up.
Q. You've never looked it up. You've received some brochures?
A. Yes.
Q. Do you have copies of those brochures?
A. No.
Q. What do you do with the brochures when she gives them to you?
A. Well, I put them in my condo.
Q. Have you ever been to this dance center?
A. Oh, it's not a dance studio. It's a GHT Institute.
Q. Okay. And where is it located?
A. Perfect Storm Charities is the name of her charity.

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Q. And it's a 501(c)(3)?
A. Yes.
Q. And when was it formed to your knowledge?
A. I think years ago she had it. And then when she changed locations, she lost it for an interim and reapplied. And now she got it again.
Q. Okay. Who is Larry Shanker?
A. A friend.
Q. Where is -- have you -- when is the last time you spoke with Larry Shanker?
A. Probably before my divorce.
Q. Probably before your divorce?
A. Yes.
Q. What's his phone number?
A. I have no idea.
Q. Do you have his phone number in your phone?
A. Probably.
Q. Do you have your phone with you?
A. Yes.

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Q. Would you please look?
A. I think it's 440-729-8427.
Q. And do you keep -- does your phone have a history of contact?
A. I'm sorry?
Q. Does the phone have a history that identifies when and to whom a phone call was made or received and the time period of the call?
A. Yes.
Q. Can you please show that to your attorney, and so I don't have to look at it, and tell me when the last time that that shows a phone call to Larry Shanker or from Larry Shanker?
A. It's not on this. I only have about 30 histories on it.
Q. What phone did you pull out?
A. The phone I use all the time.
Q. So you only have 30 histories on that phone?
A. Yes.
Q. Have you gone through and deleted your histories?

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MR. GREEN: Objection. IPhones only hold about 30.
Q. Have you gone through and deleted your history?
A. I -- when it gets to the point it says full, I usually just delete them.
Q. So you do delete your history?
A. Yeah.
MR. GREEN: Objection.
Q. When is the last time you deleted your history?
MR. GREEN: Objection. I want to make sure he's understanding the question. The history doesn't ever get full. Voice mails get full.
MR. FRIED: I will ask him the questions. And if he doesn't understand, he can state that. But I don't think it's appropriate to raise an objection like that on the record.
A. Could you repeat the question?
Q. I asked you if you ever

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deleted the history on your iPhone, the one that you're holding right now?
A. The history of what?
Q. The phones -- the phone calls?
A. Yes.
Q. And how often do -- when is the last time you deleted the history on the iPhone?
A. I don't recall.
Q. Okay. How often have you deleted the history on the iPhone?
A. I don't know.
Q. And that phone that you're holding right there is the one attached to the 789 number?
A. Yes.
Q. And you only have one 789 number?
A. Yes.
Q. And that phone is the phone that you've had for a period of three years?
A. This phone, I don't know how long.

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Q. Since before the filing of the divorce?
A. Oh, yes.
Q. Okay. Now, I'm not talking about the phone number. I'm talking about the physical phone.
A. I don't actually know when I bought this phone.
Q. Okay.
A. I couldn't tell you dates.
I'm trying to give you the honest answers.
Q. All right.
MR. FRIED: The video has to change tape, so we're going to take a few minute break.
THE WITNESS: Okay.
THE VIDEOGRAPHER: We're off the record.
(Recess had.)
THE VIDEOGRAPHER: Back on the record at 11:30.
Q. We're back on the record. Thank you for the opportunity to take that quick break.

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Dr. Sherman, we're still on the record, and you're still under oath. Okay?
A. Yes.
Q. All right. So tell me about -- what does Larry Shanker do for a living?
A. I don't know.
Q. What did he do for a living?
A. He was a police officer.
Q. Where was he -- where did he serve as a police officer?
A. I don't know.
Q. Did you ever come to learn where he served as a police officer?
A. I don't recall.
Q. Did he ever tell you?
A. I don't recall.
Q. How long have you known him?
A. Maybe 10 to 20 years.
Q. Okay. And you mentioned that you -- the last time you talked to him was before your divorce, just before your divorce?
A. I think so.

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Q. What kind of relationship did you have before the conversations stopped?
A. He was a friend of mine.
Q. Good friend?
A. I would say yes.
Q. Okay. What kinds of things did you do together?
A. Go to the JCC.
Q. Is that where you met him, at the JCC?
A. Yes.
Q. And what would you do at the JCC?
A. Either kibitz or work out.
Q. Work out, kibitz. And they have a steam room. Did you guys steam?
A. I don't steam.
Q. And so did you ever do anything other than kibitz or work out with him at the JCC?
A. Discuss stocks.
Q. Okay. So if I asked you what the sum and substance of your relationship with Larry Shanker was up

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until the point that you and he stopped talking, it would be work out at the JCC, kibitz at the JCC and talk stocks at the JCC?
A. I'm sure we did other things, too.
Q. Like what?
A. Go to ballgames.
Q. Indians games?
A. Yes.
Q. Cavs games?
A. I don't think so.
Q. Browns games?
A. I don't think so.
Q. What else?
A. Maybe go fishing once in a while.
Q. What else?
A. I don't recall.
Q. Where did -- you don't recall?
A. No.
Q. Did you ever go into a strip club with him?
MR. GREEN: Objection. You can

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answer.
A. Maybe one or two times.
Q. Okay. Did you ever go to the horse track with him?
A. I don't recall.
Q. Did you ever walk on the beach with him?
A. Yes.
Q. Tell me about the beach. Where does he live?
A. He lives in Chesterland.
Q. Okay. And so what beach would you walk on with him?
A. Mentor Headlands.
Q. And how often?
A. A few times.
Q. A few times a week or a few times?
A. Probably a few times total, maybe six times.
Q. And what would you and he talk about on the beach?
A. We usually wouldn't talk. We would collect rock glass.
Q. But you did talk on the

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occasion, correct?
A. Usually he walked slower, and I walked way ahead, so we didn't do much talking.
Q. But by not doing much talking would suggest that you did do some talking, right?
A. Probably, yes.
Q. Probably or yes?
A. I'm sure I talked to him while we were at the beach, yes.
Q. Okay. So I just want to understand why you would say probably?
A. Because most of the time I was way ahead of Larry, and he was way behind me.
Q. But you do recall conversations that you had with Larry Shanker while on the beach?
A. Yes.
Q. And you also recall subjects of conversations that you had with Larry Shanker while on the beach, correct?
A. Yes.
Q. And one of those subjects

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was Aliza Sherman, correct?
A. I don't recall that.
Q. You don't recall talking about Aliza Sherman with Larry Shanker?
A. On the beach, I don't recall.
Q. Do you recall talking about Aliza Sherman with Larry Shanker at any point in time?
A. Probably.
Q. What do you recall?
A. I don't recall what the top -- subject was.
Q. Well, didn't you talk to Larry Shanker about your relationship with Aliza Sherman?
MR. GREEN: Objection. You can answer.
A. I don't recall.
Q. Do you know Larry Shanker to be a truthful man?
A. Yes.
Q. What led to the two of you not talking with each other?
A. Nothing.

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Q. So how often would you speak in the two years before the divorce initiated?
A. I don't recall.
Q. Do you ever e-mail Larry Shanker?
A. No.
Q. Did you ever provide cash or moneys to Larry Shanker?
A. No.
Q. Did you ever give Larry Shanker money to purchase a listening device?
MR. GREEN: Objection. You can answer.
A. A tape recorder.
Q. When?
A. Years ago.
Q. What do you mean by years ago?
A. Within five to 10 years.
Q. Five to 10 years?
A. Within.
Q. Within five to 10 years. What did you buy a tape recorder from

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him for?
MR. GREEN: Objection. You can answer.
A. I wanted to tape conversations I had.
Q. What kind of conversations did you want to tape?
A. Thoughts that I had.
Q. Thoughts?
A. Yes.
Q. So you would tape your thoughts?
A. Yes.
Q. But you first said conversations. What kind of conversations and with who?
A. Conversation meaning conversation of myself talking out loud, not with another individual.
Q. Oh, so when you said you were taping conversations, you meant your own conversations?
A. Like not like dictating, but talking into the phone to remind myself of doing things.

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Q. I thought you said a tape recorder?
A. Yes.
Q. But then you just said talking through the phone?
MR. GREEN: Objection. That's not his testimony.
A. To the tape recorder.
Q. Okay. So it wasn't a phone, it was a tape recorder?
A. Yes.
Q. How was the phone activated or tape recorder activated?
A. I don't know if it was voice activated or pressing a button.
Q. Okay. Was it digital or tape?
A. I think tape.
Q. What kind of tape?
A. I don't recall.
Q. Did you purchase tapes for it?
A. I don't recall.
Q. Well, if you were recording yourself, how would you record it, if

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it's taped?
A. It comes with one or two tapes.
Q. So it comes with one or two tapes?
A. I think so.
Q. And the purpose was to remind yourself of things?
A. Yes.
Q. Where is that tape recorder now?
A. I don't know.
Q. Did you throw it away?
A. I don't know.
Q. Where are the tapes that you -- how many tapes did you record?
A. I don't know.
Q. If it was a tape recorder, and you -- strike that.
If we go back a few questions, correct me if I'm wrong, but you said, didn't you, that you didn't know if it was tape or digital?
MR. GREEN: Objection.
Q. Isn't that what you said?

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A. I don't know if I said it could be a digital tape, meaning it had these little tapes.
Were the tapes digital? I don't know what that means.
Q. Okay. So there was a cassette --
A. Yes.
Q. -- cartridge --
A. Yes.
Q. -- that you would put into the machine?
A. Yes.
Q. And you would record yourself?
A. Yes.
Q. And what kinds of things were you recording?
A. Usually my ideas about the stock market.
Q. What else?
A. That would be mostly everything.
Q. The divorce action that you and your wife were involved in was filed

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in approximately June of 2011, is that correct?
A. Yes.
Q. And how soon before the divorce was filed did you obtain the recording device from Larry Shanker?
A. I think it might have been after or before. I don't recall when.
Q. Okay. So you might have obtained the listening device --
MR. GREEN: Objection.
Q. Strike that.
The recording device before or after the divorce was filed?
A. Yes.
Q. How -- tell me about the conversation or conversations you had with Larry Shanker that led to the purchase of this item?
A. I just asked him if he knew a good tape recorder.
Q. You said tape recorder?
A. Whatever that device was to record my voice, yes.
Q. Okay. And where were you

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when this discussion occurred?
A. I don't recall.
Q. Was it on the beach?
A. I don't recall.
Q. Did you go out and buy the tape recorder for yourself?
A. No.
Q. Who obtained it for you?
A. I think Larry bought it for me.
Q. You think or you know?
A. I don't recall.
Q. Now you don't recall?
A. I don't recall if he gave me the name of a kind to buy and I bought it or I gave him the money to buy it.
Q. Okay. How did you pay for it?
A. I don't recall.
Q. Do you think you might have used a credit card?
A. Perhaps.
Q. And perhaps you could have also used cash, right?
A. Correct.

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Q. And you don't recall if this was before or after the divorce was initiated?
A. No.
Q. Didn't you purchase that because of the divorce?
A. No.
Q. Didn't you tell Larry Shanker that you needed a listening device to be able to determine what Aliza Sherman was doing?
MR. GREEN: Objection.
A. No.
Q. When did you learn that Aliza Sherman had filed for divorce?
A. When she told me.
Q. That's the first time you learned?
A. Yes.
Q. And when did she tell you?
A. A day or -- I think like June 20th of 2011.
Q. That's a pretty specific date?
A. Around then.

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Q. Why does that date stand out in your mind?
A. Because that was within a few days of when I hired an attorney.
Q. Okay. And who did you hire?
A. Wolf.
Q. So you learned on June 20th, 2011 from Aliza Sherman -- Aliza Sherman that she had filed divorce?
A. No.
Q. How did you learn?
A. She told me. And I don't know specifically the date.
Q. Where were you?
A. She said we should have coffee. And I think we went to La Place.
Q. Okay. So on the day she told you, she told you that at -- over coffee at La Place?
MR. GREEN: Objection.
A. She said, I'd like --
MR. GREEN: You can answer.
A. She said, I'd like to meet you to have a coffee and discuss

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something.
Q. What day was that on?
A. Around June 20th.
Q. When were you served with the divorce, do you know?
A. I don't know.
Q. Did you meet with your lawyer before you were served with the divorce?
A. Yes.
Q. Did you go on any trips in that time frame?
A. What time frame?
Q. June of 2011?
A. Not that I recall.
Q. You don't recall going anywhere other than staying in the Penshurst property in the month of June of 2011?
A. You said trips. I don't recall going on a trip.
Q. Okay. Let's -- I guess we better make sure that the word trip has some meaning that we can both agree to.

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What do you mean when I say -- what do you think I mean when I -- strike that. That's a bad question.
What does trip mean to you?
A. Going out of town.
Q. Okay. So one might take a trip to Geauga County, right?
A. Florida.
Q. Or Florida or New York, would that be a trip?
A. Yes.
Q. Would La Place be a trip?
A. No.
Q. Would West Virginia be a trip?
A. Yes.
Q. Alabama?
A. Yes.
Q. Okay. So leaving the state would qualify for you as a trip?
A. Excuse me.
I'm sorry.
Q. Are you okay?
A. Not really. But I'll continue.

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Please rephrase your -- or reask your question.
MR. FRIED: Can you read that back, please.
(Record read.)
A. Yes.
Q. Do you recall taking any trips in the month of June 2011?
A. I don't recall leaving the state. I answered that question.
The definition you have of trip I think is not the same as mine.
Q. Okay. Do you recall leaving the state in June of 2011?
A. I don't recall that.
Q. Do you recall renting any hotel rooms in June of 2011?
A. Yes.
Q. Okay. What do you recall?
A. I recall renting a hotel room.
Q. What hotel room?
A. I think it was in Downtown Cleveland.
Q. What was the hotel?

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A. I don't recall.
Q. How did you pay for it?
A. Probably with a credit card.
Q. Do you know which credit card?
A. No.
Q. Why did you rent a hotel room in Downtown Cleveland?
A. I was extremely emotionally distraught.
Q. So tell me what occurs in relation to -- strike that.
Before Aliza invites you to coffee at La Place, you had no idea that a divorce was being filed, is that correct?
A. Absolutely not.
Q. And the first time you ever found out about it was at a coffee shop in La Place?
A. Yes.
Q. And around what time was that?
A. I don't recall.
Q. You don't know the date or

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the time?
A. I would say probably a few days before June 20th. And it probably would be late afternoon or evening.
Q. Okay. So your recollection is she told you that a divorce action was being filed a couple days before June 20th?
A. I think -- I don't remember the exact dates.
Q. So she told you that the complaint was being filed before it was actually filed, is that your understanding?
A. She told me when we were having coffee, I guess you already got your little package from Mr. Stafford.
Q. Say it again. I didn't understand your answer.
A. That was her exact -- pretty close to her exact words that I said.
Q. She told -- she told you, she said what?
A. You got your little package I guess from Mr. Stafford.

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Q. Okay.
A. And I said, no, I did not.
Q. Okay. But your recollection is that happened a couple days before June 20th?
A. I don't remember the date we had that conversation, sir.
Q. Who paid for the coffee?
A. I don't remember that either.
Q. Do you know how it was paid for, credit card, check?
A. I don't know that either.
Q. Okay. So you're sitting at the coffee shop. And she says, I guess you got your little package from Joe Stafford?
A. Yes.
Q. And what did you say in response?
A. No.
Q. Had you ever heard of Joe Stafford before?
A. I think I heard his name, yes.
Q. But you had no idea of any

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relationship between Joe Stafford and Aliza before that?
A. No.
Q. No?
A. No.
Q. What else was discussed?
MR. GREEN: Objection. You can answer.
A. I asked her why she was filing for divorce.
Q. Okay. And her response was what?
MR. GREEN: Objection.
Q. What was her response?
A. Does that mean, when he objects, may I clarify, am I allowed to answer?
Q. Your attorney will instruct you if at any point he wants you not to answer.
MR. GREEN: Can we go off the record for a second?
THE VIDEOGRAPHER: Off the record.
(Recess had.)

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THE VIDEOGRAPHER: We're back on the record.
Q. Was it that very day that you got a hotel room?
A. I don't recall.
I recall, no, because the next day I think I may have. I don't think that day, no.
Q. Okay. You think it was the next day?
A. Or the day after.
Q. Or the day after. Do you recall taking a trip to Pennsylvania with Jim Surso?
A. Yes.
Q. And when was that?
A. After -- after that meeting with my wife and sometime during the divorce. I don't know when.
Q. Was it before you were served with divorce papers?
A. I don't recall.
Q. Do you recall what you talked about?
A. No.

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Q. Did you provide any moneys to Jim Surso?
A. Never.
Q. You've never given money to Jim Surso?
A. I didn't provide him any money. I've given him lots of money.
Q. Okay. Who went on the trip to Pennsylvania?
A. Jim and I went to meet my brother.
Q. And where did you meet?
A. About halfway between Washington and Cleveland.
Q. Do you know what city?
A. I don't recall.
Q. Was there a hotel room obtained?
A. Yes.
Q. And what hotel?
A. I don't remember.
Q. How was the hotel booked?
A. I don't remember.
Q. Who paid for it?
A. I don't recall.

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Q. Did you pay cash for it?
A. I don't recall.
THE VIDEOGRAPHER: One moment.
(Discussion off the record.)
Q. So you don't recall -- strike that.
Have you ever paid cash for a hotel room?
A. Yes.
Q. When is the last time you can remember paying cash for a hotel room?
A. Last few months.
Q. And where did you go that you paid cash?
A. On Deerfield Beach one night with Mary.
Q. Did you talk about with Jim Surso -- did you drive together?
A. Yes.
Q. And did you talk about issues relating to your finances with Jim Surso on the way to the divorce -- on the way to Pennsylvania?
A. I don't recall.

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Q. What do you recall talking about?
A. I don't recall if we went to Pennsylvania. Maybe Pennsylvania, maybe West Virginia. Halfway between Washington and Cleveland.
Q. Okay. By that time had you already retained an attorney?
A. Yes.
Q. Did you write a check for the retainer to retain --
A. I'm sure I did.
Q. I didn't finish my question.
A. I'm sorry.
Q. Just so it's clear on the record, you wrote a check to retain your first divorce attorney, right?
A. I don't recall. I think I did.
Q. And who was that again, Marshall Wolf?
A. Yes.
Q. Had you visited with any other divorce attorneys before Marshall Wolf?

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A. No.
Q. So your visit with Marshall Wolf would have been -- was it on the day that you met with Aliza at the coffee shop?
A. No.
Q. After?
A. Yes.
Q. How many days after, do you recall?
A. Next day or the day after.
Q. Okay.
A. Or the day after. Within a few days.
Q. And you commissioned him to file suit?
A. Could you repeat that, please?
Q. You commissioned him to file suit, correct?
A. I don't understand that question.
Q. Divorce, to file divorce?
A. I don't understand the word commission.

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Q. Oh, I'm sorry. You hired him and authorized him to file suit?
A. Yes.
Q. Okay. Okay. Had you subsequent to the conversation with Aliza Sherman ever talked to Larry Shanker again? So we're talking about the conversation that Aliza told you, asked you if you had received the papers from Joe Stafford, right?
A. Yes.
Q. And have you talked to Larry Shanker post that conversation?
A. I might have talked to him around then once.
You're asking me questions that are now over three years ago. So when I answer, I'm doing the best to tell the truth. But I don't recall exactly dates when I did certain things.
Q. Okay.
A. I think he may have -- I haven't spoken to him -- around then maybe. Maybe it was a few weeks after or something around. I don't remember

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speaking to him very much after that, if any at all.
Q. Why did you stop talking with him or did he stop talking with you?
A. No reason.
Q. Was there any conversation that you and he had where you mutually decided to cut -- stop talking to each other?
A. No.
Q. Did you tell Larry Shanker that your wife would never get a dime?
A. Never.
Q. Did you tell Larry Shanker words to that effect at any time?
A. Never.
Q. Did you ever ask Larry -- strike that.
Tell me about your relationship with Stephen Green?
A. Very good friend.
Q. Would he qualify as your best friend?
A. One of my best friends.

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Q. When is the last time you saw him?
A. Maybe a month ago.
Q. When is the last time you talked to him?
A. Maybe a week ago.
Q. Tell me about what's going on with Stephen Green?
A. I called him up to say hi. And he said he had a pulmonary embolus again.
Q. Okay. So that wasn't the first time he's had a pulmonary embolism to your knowledge?
A. No.
Q. Have you visited him in the hospital?
A. The first time, yes.
Q. And when was the first time?
A. Maybe a year ago.
Q. Okay. What has -- have you and Mr. Green talked about this current case or the divorce?
A. The divorce.
Q. Did you ever tell Mr. Green

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that your wife would never get a dime?
A. Never.
Q. Or words to that effect?
A. Never.
And I'm sure I mentioned that there's a case, this case, too. I'm sure I mentioned that to him.
Q. Did you talk to him after he received a subpoena for deposition about the subpoena?
A. Oh, I've never talked to him about subpoenas.
Q. Okay. Did you talk to him after a subpoena was issued?
A. Did I talk to him? Probably, yes.
Q. What did you talk about?
A. Nothing about the deposition. I don't recall what else we talked about.
Q. Well, did you talk about the divorce?
You had a conversation with him after you were aware that a subpoena had been issued to him, correct?

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A. Yes.
Q. What did you talk to him about?
A. Just hi, how are you.
Q. How long was the conversation?
A. 15 minutes, half hour. I don't recall specifically.
Q. Okay. So a 15 minute, half hour conversation, all you said was, hi, how are you?
A. No. Just what's going on.
Q. What was going on?
A. Just how was his wife, his kids, how were his kids doing, what are my kids doing.
Q. You didn't talk about the case?
A. Never.
Q. Didn't talk about the divorce?
A. At that conversation, no.
Q. Didn't talk about the -- your wife's finances?
A. No.

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Q. Didn't talk about your finances?
A. No.
Q. Did your wife know that Morris Dorfsman sued you?
A. I don't know.
Q. Did you ever talk to her about it that you can recall?
A. I don't recall.
Q. Is there a reason why you wouldn't have talked to her about it?
MR. GREEN: Objection. You can answer.
A. I don't recall.
Q. What was the allegation, do you recall that?
A. He sued me for I think emotional distress.
Q. What did he claim happened?
A. He alleged some falsehoods.
Q. What were the falsehoods that he alleged?
A. I don't remember. They were all patently lies.
Q. So you don't remember the

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falsehoods that Morris Dorfsman alleged?
A. I think there were many things.
Q. Like what?
A. Like I did things that I never did.
Q. What did he claim you did that you say you didn't do?
A. I don't remember, because they were lies.
Q. Okay. Do you know Lindsay Rosen?
A. No.
Q. Never met her?
A. No.
Q. Never heard of her?
A. I've heard that name before.
Q. Did you ever sit in a room with her?
A. I don't know.
Q. Did you sit through her deposition?
A. No.
Q. Did you know she was deposed in the case in which you were sued?

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A. I don't recall.
Q. Did Morris Dorfsman allege that you threatened Lindsay Rosen?
A. I don't recall.
Q. You don't recall if Lindsay Rosen said that she was threatened by you?
A. I don't recall.
Q. Did you ever threaten to Lindsay Rosen that you would kill her?
MR. GREEN: Objection. You're instructed not to answer the question.
MR. FRIED: On what grounds?
MR. GREEN: On the judge's order.
MR. FRIED: All right.
MR. GREEN: It's not a financial issue.
MR. FRIED: So you're not instructing him on the grounds of the Fifth Amendment?
MR. GREEN: I'm instructing him on the judge's order.
MR. FRIED: On the judge's order, which you claim the judge said that we can't -- we can only ask financial

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issues?
MR. GREEN: That's correct.
MR. FRIED: We'll mark -- would you mark that.
We'll compile these and deal with those later either at a second deposition or at the end of this deposition.
Q. Did you pay moneys to Morris Dorfsman to settle the case?
A. No.
Q. Did you pay moneys at all to settle the case that Morris Dorfsman filed?
A. No.
Q. Did anybody pay moneys on your behalf to settle the case that Morris Dorfsman filed?
A. Not that I'm aware of.
Q. Did you have insurance coverage?
A. Yes.
Q. And who was the insurance carrier?
A. Maybe Travelers. I don't

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recall.
My insurance agent is Sutherin-Melling Insurance. I don't know if they give it to another company or how that works.
And my agent's name is Doug Glander.
MR. FRIED: May we take a moment?
THE VIDEOGRAPHER: We're off the record.
(Recess had.)
THE VIDEOGRAPHER: We're back on the record.
Q. Thank you. Thank you for the opportunity for the short break.
Okay. I'd like to hand an exhibit to you. We'll mark this as Plaintiff's Exhibit 1.
- - - - -
(Thereupon, Plaintiff's Exhibit-1 was marked for identification.)
- - - - -
Q. Did you ever see that document before?

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A. I think so.
Q. Is that your handwriting?
A. It appears to be.
Q. That's something that you wrote, isn't it?
A. I think so.
Q. Do you have any reason to believe someone else wrote it?
A. No.
Q. So you wrote that, correct?
A. I think so.
Q. Do you know when you wrote this?
A. During my divorce.
Q. Were you having financial difficulties during your divorce?
A. Yes.
Q. You didn't have moneys to support yourself?
A. Yes.
Q. Okay. When did you obtain a PO box?
A. A year before the divorce, a year after the divorce. I don't recall.
Q. Is the PO box a post office

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box with the postal service or is it located through some entity like Fed Ex or UPS or the Mailbox Store or anything like that?

A. It's at a post office.

Q. So it's the U.S. Post Office. You obtained a post office box at some point in 2010, 2011 or 2012, is that what you're saying?

Well, you said -- let me back up. You said you obtained a post office box either a year before the divorce or a year after the divorce?

A. To the best of my recollection. I don't know exactly when.

You're asking me questions with time frames that I don't really know. So if you'd like me to answer I don't know to everything, I can begin that now. I'm trying to give you rought estimates.

Q. Okay. And I'm just trying to --

A. So would you like me to

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answer from now on I don't know? Because you're --

Q. I want you to tell the truth.

A. I am specifically telling you too much truth. I'm telling you more than you ask.

But you're qualifying, like you did on this June 20th date, and you're asking me for something that occurred three and-a-half years ago.

You asked me 10 questions. I'm trying to answer you honestly. And you ask me over and over.

So in the future, if rather than me trying to be honest to say within a year or two, if I really don't know the date, because it could have happened within the last 10 years, would you rather me just say I don't know?

Q. Okay. Did --

A. I'm asking you a question. How would you like to answer?

Q. I'm going to -- I'm going to ask you the questions. And can we

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agree that when I ask you a question, you'll tell me the truth if you know the answer?

A. Ab -- I swore to that.

Q. Okay. So the divorce was filed in approximately June of 2011, correct?

A. Yes.

Q. And you told us that you opened up a PO box at a post office sometime either a year before or a year after?

A. I'm going to now continue with qualifying I don't know when I opened the box.

Q. Okay.

A. It might have been then five years before.

Q. Okay.

A. Because I don't really know.

Q. So you believe you opened up the post office box possibly five years before?

A. I believe I opened it within a year before or after.

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Q. Okay. Why did you open up a post office box?

A. Because I found out that my medical records were being sent to my mother-in-law's home address specifically by my wife.

Q. And how was that happening?

A. Because she was in charge of the medical insurance. And she directed my medical records to go to her mother's home address.

Q. And you believe that happened possibly a year before the divorce, possibly a year after?

A. I don't recall when. Around that time frame, yes.

Q. Did that anger you?

A. That was an invasion of my privacy.

Q. Okay. What kinds of things did you have directed to the post office box? What were the instructions that were issued to the post office -- to the postal -- what were the -- strike that. Let me reask it.

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What were the instructions that you provided to the post office to change the mail? Did you fill out a postcard?
A. I don't remember how I sent that.
Q. So you might have gone into the post office to do this or you might have obtained a post --
A. I think I went into the post office, yes.
Q. And did you direct that the mail, all mail that was mailed to your address be changed or just some mail?
A. I don't recall. I think it was all mail.
Q. So was -- did Aliza Sherman have her own communications via mail?
A. I don't understand the question.
Q. Prior to changing the mail at the post office box, did Aliza Sherman receive mail addressed to her at the Penshurst property?
A. Yes.

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Q. And when the mail was changed, did her mail get directed to your post office box?
A. Her mail?
Q. Yes.
A. No.
Q. So the instructions that were provided to the post office were to redirect only mail to you?
A. Oh, I'm sorry. I think what happened was, I directed my -- like the lawyer bills and statements and bills of my nature and my medical records to then be sent there. Not all my mail.
Q. Okay. All right. So you didn't issue instructions to the post office to redirect your mail that was received at your house? You just directed certain entities or people to mail it somewhere else, right?
A. It could have been either of the above. I don't recall.
Q. Do you recall receiving mail directed to the post office that was -- that was mailed to Aliza Sherman?

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A. Never.
Q. Okay. So your recollection is you received no mail directed to Aliza Sherman at your post office box?
A. Never.
Q. Okay.
MR. FRIED: Do you want to mark this as an exhibit.
- - - - -
(Thereupon, Plaintiff's Exhibit-2 was marked for identification.)
- - - - -
Q. Did you ever see that document before?
A. I recall -- that's my handwriting. I don't remember the document.
Q. Okay. So just so we're clear, this is Exhibit 2. And on the top is a check number 388 or an image of a check?
A. Yes.
Q. Above that is a number 3, and then there's a date to the right?
A. Yes.

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Q. Okay. And that's above the check?
A. Yes.
Q. Starting with the image of the front of the check on up, the bottom of the image the check on up, is there any handwriting that's yours?
A. From on the check up?
Q. Let's talk about the check itself.
A. That's not my check.
Q. That's not your handwriting?
A. No.
Q. Whose handwriting is it?
A. Aliza's.
Q. How do you know that?
A. Because she wrote in many different ways, and that looks to me like one of them.
Q. She wrote in many different ways. Why do you say that?
A. Because she had many medical illnesses.
Q. So what kind of medical illnesses did she have that would cause

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her to write in different ways?
A. She had many times low electrolytes which caused her to get her body into contracture.
Q. Meaning what?
A. Meaning she'd look like this for weeks or days. And she went to the hospital many times.
Q. And when you say looks like this, you're curling your fingers together?
A. That's how I remember she looked one time when 911 was called from my home, and I picked her up off the ground.
Q. And so when she was in contracture, it was a pretty serious event, right?
A. Yes.
Q. Low electrolytes lead to contracture or can lead to contracture, correct?
A. I remember that's what she had when she was diagnosed at the hospital.

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Q. Okay. So are there any other instances that you recall where you saw her when she was in contracture?
A. Many times she was like this.
Q. Okay. You have a medical degree, correct?
A. Yes.
Q. So we call you Dr. Sherman, because you graduated from medical school, correct? I mean, you graduated from medical school?
A. Yes.
Q. And you obtained a medical license?
A. Yes.
Q. Do you still have that license?
A. Yes.
Q. And so when you talk about contracture, and you talk about that being related to electrolytes, that is something that you know about not only from your experience, but as a doctor, correct?

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A. That's what I know when my wife was admitted to the hospital, when she went many times with this disorder, they said it was from her electrolyte disturbances.
Q. Okay. So if your wife was in a situation where she's in contracture, that's serious enough that she should be going to the hospital, correct?
A. She could have low or marginally low. And she's had these conditions forever.
Q. But again if she has contracture, which is a very significant circumstance, she would be at the hospital, right?
A. I don't know.
Q. You wouldn't take her to the hospital, if you saw her in contracture relating to low electrolytes?
A. I would always ask her to go to the hospital and eat properly.
Q. And, in fact, she would go to the hospital, if she was in

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contracture, am I right?
A. Not usually.
Q. Not usually. Well, what would she do when she's in contracture? How would she behave?
A. She would not do what I recommended her to do.
Q. Which was go to the hospital?
A. Which was at least to eat bananas, which contain potassium. Because her doctor on many occasions called and said, please eat this, on the phone message machine, you have low potassium and/or come in to see me and/or go to the hospital.
Q. Okay. So how many times did you see her suffering from a contracture?
A. Many times.
Q. Many meaning?
A. Many times over my marriage.
Q. Okay. Have you -- did you ever see her suffering from a contracture starting from January 2010

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until her death?
A. She had contractures, yes.
Q. Okay. What would she -- what would she be doing if she had contractures? Was she in pain?
A. I don't know.
Q. Okay. Did you ever see her to sign documents when she was under contracture?
A. I don't know.
Q. Were there any other conditions that she suffered for that would cause her to change her handwriting?
A. Yes.
Q. And what were those?
A. She was an insomniac.
Q. Okay. And tell me about her insomnia. When was that first diagnosed to your knowledge?
A. Diagnosed? It was observed by me.
Q. Okay. So does that mean it was not diagnosed?
A. I don't know if it was

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diagnosed.
Q. Okay. To your knowledge your wife had insomnia because you had observed it?
A. Because she was up all night thrashing, not sleeping.
Q. And how would that affect her handwriting?
A. She would be exhausted.
Q. Okay. So it's a matter of being tired that caused her handwriting to change to your knowledge?
A. And sick and in contracture. And these conditions she had the entire time I was married to her.
Q. Okay. So when she wrote this check, this looks like a signature and handwriting of a person who at the point is healthy?
A. I cannot make that assumption.
Q. Okay. But it looks like her handwriting to you?
A. Yes.
Q. Consistent with other

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handwriting of hers you've seen?
A. Yes.
Q. This is a check dated January 12th, 2010 to her attorney Joseph Stafford?
A. Yes.
Q. There are highlights on it. Did you highlight those?
A. Highlights?
Q. Do you see this is a copy of a check obviously?
A. Yes.
Q. It appears to be highlights, darkened portions over the date?
A. I don't -- I don't remember.

Oh, I'm sorry.
Q. That's okay. Darkened portions over the date, the Joseph G. Stafford and the Aliza Sherman, right? Do you see that?
A. Yes.
Q. I'm calling those highlights.
A. Okay.
Q. Did you highlight the check?

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A. No. Or maybe. I don't know.
Q. How did you get a hold of a check that she wrote to her attorney?
A. During the divorce, there were subpoenas from all the bank accounts. And I remember seeing -- going through her checks with my -- I think with my attorney.
Q. Okay. So this was a check that was provided to you by your attorney?
A. Yes.
Q. Okay. And do you recall when you received this check?
A. During the divorce.
Q. There's a date over here that says on the top upper right-hand corner 7-26-12. Do you see that?
A. Yes.
Q. Is that your handwriting?
A. No.
Q. Do you know whose handwriting that is?
A. No.

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Q. Is that about the time that you provided this check to Aliza?
A. I didn't provide this check to Aliza.
Q. You didn't provide this check to her?
A. This, I wrote on -- this looks like my handwriting.
Q. Okay. When you say this looks like your handwriting, we're talking about what appears to be something in marker, right?
A. Everything that starts with you and below, that appears as my handwriting, yes.
Q. That's your handwriting?
A. Yes.
Q. What do you mean, the choice is yours, family or money?
A. I don't recall what I meant when I wrote this.
Q. How much wealth did the family have in let's call it July of 2012?
A. I think a little over $3

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million.
Q. And that includes your retirement accounts, your inheritance, right?
A. Everything.
Q. And how much wealth do you have now?
A. I don't understand the question.
Q. What is your current net worth?
A. In excess of $1.5 million.
Q. Okay. So what happened to 1.5 million from July of 2012 to today?
A. A lot of that went to Aliza's estate, which I gave to my children.
Q. Okay. So when you say that the net worth in July of 2012 was $3 million, that includes what? A little over 3 million, what does that include?
A. It included all -- everything I owned, everything Aliza owned.
I don't know if that really was -- 3 million was an accurate figure.

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Because during the divorce, Mr. Stafford and Mr. Wolf released some moneys to each of us. I don't know when. It was like 100,000 each or 150,000 each to pay their massive bills.
Q. Okay. So a little over 3 million included the house?
A. Yes.
Q. Penshurst, right?
A. Yes.
Q. Included your IRAs?
A. Yes.
Q. Included your retirement accounts?
A. Yes.
Q. Included your inheritance accounts which were maintained at Baker, correct?
A. I don't know if that number -- I think that number included my assets that were not commingled with our marital assets. I think it was our total net worth. Or it may have been exclusive of my commingled assets.
Q. Okay. So --

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A. I don't recall.
Q. When you threw out the number a little more than 3 million, it could have been -- if you talk about your global net worth, meaning you and your wife at the time, whether separate or together, it might have been more than 3 million?
A. I don't think it included my assets that I always kept separate that I inherited from my mother's estate.
Q. Okay. And you inherited from your mother's estate over 700,000, isn't that correct?
A. I believe it to be more than that, yes.
Q. Okay. And so when you say the marital estate being a little over $3 million, on top of that you had your inherited assets, correct?
A. I had my inherited assets at that time.
Q. On top of the marital estate, correct?
A. I'm pretty sure my -- right.

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There were marital assets and then there were my assets.
Q. Okay. And at some point you just claimed the assets in your wife's probate estate, correct?
A. I don't know what that means.
Q. At some point you deferred the assets of the probate estate to your children, is that --
A. Yes.
Q. Okay. There were other assets that your wife possessed that you were named a beneficiary on, correct? Have you taken possession of those assets?
A. I don't know what you mean.
MR. FRIED: Can we mark this as Plaintiff's 3.
- - - - -
(Thereupon, Plaintiff's Exhibit-3 was marked for identification.)
- - - - -
Q. Did you have a chance to look at what has been marked as

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Plaintiff's 3?
A. Yes.
Q. What is that?
A. I think a note I wrote to Aliza.
Q. Okay. So this is a note. All the handwriting on this document is yours, am I correct?
A. Yes.
Q. And it's a note dated September 28th, 2012, correct?
A. Yes.
Q. Is it fair to say that during this time frame you're worried about Aliza spending money or using money to help pay for certain bills?
A. Could you rephrase that, please?
Q. Is it fair to say during this time frame that you're worried about Aliza spending money?
A. Worried about her spending money?
Q. Yes.
A. No.

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Q. You're worried about your financial resources, correct?
A. My financial resources?
Q. Yes.
A. No.
Q. You had no problem with your finances, you had assets, you were not short of cash flow, am I correct?
A. Oh, I was worried -- I wasn't worried.
She wasn't paying her fair share, as directed by the court, of the bills to the home. That was what this letter was for.
I don't understand if your question is different than that.
Q. Okay. When you provided moneys -- you said you provided lots of moneys to Jim Surso. How much did you provide him and in what form?
A. Check and cash.
Q. And how much did you provide him?
MR. GREEN: Objection. Over what time period?

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Q. Over any time period?
A. Probably in excess of $20,000.
Q. And starting when?
A. I don't recall.
Q. How -- what was the last time you provided him moneys?
A. I don't recall.
Q. Did you take him on a trip with you to New York?
A. Yes.
Q. Did you use marital funds for that purpose?
A. No.
Q. Did you pay for the trip to New York?
A. Yes.
Q. And whose funds did you use?
A. My mom's.
Q. So you didn't use a credit card?
A. No.
Q. It was all cash?
A. I don't know if Jim paid and I reimbursed him or I gave -- I think

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maybe that was it. Or I paid for him later.
Q. And when did you go to New York?
A. I don't recall. I'd guess 2009, 2008, 2007 perhaps.
Q. And who did you visit?
A. A person named Doreen.
Q. Doreen what?
A. Guilian something.
Q. Giuliano?
A. Giuliano, like -- yes.
Q. Is it the same Doreen Giuliano whose husband -- whose son was involved in some trouble?
A. She has no children.
Q. She has no children?
A. Correct.
Q. What does she do for a living?
A. She's a retired school teacher.
Q. And when did you meet her?
A. I think about 2006.
Q. And where did you meet her?

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A. In Boca Raton.
Q. Did she have a condo in Boca Raton?
A. I think she rented a townhouse or condo, yes.
Q. Was she married?
A. I think she was going through a divorce.
Q. At the time she was going through a divorce?
A. I think so.
Q. And who -- were you by yourself when you met her or did you have somebody else down in Florida with you?
A. I was always by myself.
Q. Okay. So you met Doreen. Did you meet her also at the martini bar?
A. No.
Q. Where did you meet her?
A. Either at a beach or a restaurant.
Q. And did you start dating her?

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A. No.
Q. Did you have a relationship with her that was more than just friends?
A. Yes.
Q. And when did that start?
A. Probably a year, a year and-a-half after meeting her.
Q. So before the divorce was filed?
A. Absolutely.
Q. And how long did that relationship last?
A. I continually broke up with her. And it probably went until 2010, maybe 2011. But it would be like I'd see her one time and ask her not to see me anymore. But I don't remember the specific dates.
Q. Do you know what her phone number is?
A. No.
Q. When is the last time you spoke with her?
A. Before my divorce was filed.

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Q. Did you buy any property in New York or Long Island?
A. Never.
Q. Did you go shopping for property with her?
A. I looked at property, yes.
Q. Okay. And did you have a realtor help you look at property?
A. I think Doreen had one, yes.
Q. And who was Doreen's realtor?
A. I don't know.
Q. Did you provide moneys to Doreen?
A. I don't recall.
Q. Did you ever tell Aliza about your relationship with Doreen?
A. I don't think so.
Q. Do you know who Ann Rudd is?
A. Who.
Q. Ann Rudd?
A. No, not that I recall.
Q. Have you been to Alabama?
A. Never.
Q. You never visited with Jim Surso in Alabama?

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A. I might -- I've been to the grand old nosh -- I never visited Jim Surso. I might have been in Alabama.

Is the grand -- is -- is Dolly Parton -- what's that called, Dolly, is that in -- that's in Nashville, right?

I don't think I've ever been in Alabama.

Q. You don't think you've been to Alabama, and you don't know a person named Ann Rudd?

A. No. I never visited Jim Surso in Alabama.

MR. FRIED: Mark this as an exhibit, please.

- - - - -

(Thereupon, Plaintiff's Exhibit-4 was marked for identification.)

- - - - -

Q. So this is -- this is a document we've marked as Exhibit 4. Did you ever see that before?

A. This appears to be my handwriting, yes.

Q. Okay. And this was written

on February 25th, 2011, is that right?

A. I don't know if that's my handwriting. But that -- the lettering does appear to be my handwriting.

Q. Okay. So that 2-25, and I'm assuming that's 11, but do you know if that's an 11 or something else?

A. I don't know.

Q. And you don't know whose handwriting that is?

A. It appears it may have been mine. I usually -- this one looks more like mine, the one previously.

Q. Okay.

A. The little scribbles.

Q. And you're referring to the upper right-hand corner of Exhibit 3 where it says, 9-28, 2012, correct?

A. Yes.

Q. All right. Well, this is sometime during your divorce, right, because you're referring to legal fees?

A. If this is the exact date, I -- this is during my divorce.

Q. You were pretty upset about

legal fees being expended, weren't you?

A. I was upset about Aliza not paying her court ordered fair share and my children not having car insurance, so that they could get tickets while not -- driving a car. That was very upsetting to me.

Q. Okay. So isn't it fair to say that you had access to assets to pay the insurance, if it was necessary?

A. And I did. I think I paid the entire Travelers insurance. And she paid none.

Q. All right.

A. To the best of my recollection. For my children's benefit.

Q. Did you ever raise your voice to Aliza?

A. I'm sure I --

MR. GREEN: Objection. Over what time period?

Q. During the divorce.

MR. GREEN: You can answer.

A. 9 --

THE WITNESS: I'm sorry, sir?

MR. GREEN: You can answer.

A. 99 percent of the time I would not respond. She would attempt to talk to me. I was instructed not to talk to her.

She intentionally showed me listening devices that she had on her. And she would try to provoke me to get an argument out of me. And I very rarely, but I'm sure I did, argue with her on occasion.

I would answer to her repeatedly Shalom bayit, which means peace in the home. I had a sign when she would intentionally try to provoke me, and show it to her, Shalom bayit, because I wasn't supposed to speak to her. And she intentionally tried to provoke me to get me on tape yelling and screaming at her.

Q. Okay.

MR. FRIED: Could we mark this as an exhibit.

- - - - -

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(Thereupon, Plaintiff's Exhibit-5 was marked for identification.)

- - - - -

Q. I've just handed you what's been marked as Plaintiff's 5. Is that your handwriting on the -- well, strike that.

It says, note from plaintiff, 3-2-13. Do you know what that is?

A. That top is not my handwriting.

Q. Okay. Do you know whose handwriting that is?

A. I have no clue.

Q. Underneath there's a -- looks like a photocopy of a note. Is that your handwriting?

A. That appears to be my handwriting.

Q. And is that your signature?

A. I didn't sign this. That's not a signature.

Q. Okay. Are those your cross-outs under the bottom?

A. No.

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Q. Do you know if you received a response to that?

A. I don't know. I don't recall.

MR. FRIED: Could we mark --

A. Can I please state that I don't know and I don't recall are similar as a response?

Q. If you don't know, that's one thing. If you don't recall, that's another. It just depends on whether you recall or not. Okay. Is that fair?

A. Okay.

Q. All right.

A. I'm trying to be as honest as possible. And I could say I don't know every single time. But I'm trying to give you every honest answer I can.

Q. And I appreciate that.

A. You're welcome.

MR. FRIED: Can we mark that as an exhibit.

- - - - -

(Thereupon, Plaintiff's Exhibit-6 was marked for identification.)

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- - - - -

Q. And this is Exhibit 6. I've just handed you what's been marked as Exhibit 6. Do you know what this is?

A. This appears to be one way of Aliza's handwriting.

Q. One way of her handwriting. What's another way of her handwriting?

A. Oh, she wrote in many different ways, depending, as I told you, what her sleeping patterns were and what her electrolyte disturbances was.

Q. Okay. So if she was tired or if she was in constricture, right?

A. Or partially in constricture.

Q. Or partially in constricture?

A. Contracture actually.

Q. Contracture. And you have no record of her being in contracture at any point in time, do you?

A. Absolutely.

Q. And tell me about the records that you have that would demonstrate she was in contracture?

A. I don't. But the hospital

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does when she was sent with 911 or when she was admitted to the hospital.

Q. So the only records that you would possess with regard to whether she's been in contracture would be those related to the hospital?

A. I don't possess any.

Q. That you're aware of?

A. I'm sure some of her doctors may have many of her records, because this was a constant condition with her.

Q. Okay. All right. You're not aware of anything else, other than the hospitals and the doctors? You didn't keep notes for yourself of when she was in constricture, did you?

A. No. I prayed to God she'd get better and be well.

Q. Again you didn't keep notes of whether she was in constricture, did you?

A. No.

Q. Okay. So this was a response. And this was dated March 2nd, 2013.

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Do you want to take a break?
A. No. I'm okay.
Q. Okay. This is her response of March 2nd, 2013.
A. Okay.
Q. Is that her handwriting?
A. It appears to be so.
- - - - -
(Thereupon, Plaintiff's Exhibit-7 was marked for identification.)
- - - - -
Q. Okay. I'm going to hand you, and we'll mark this, as Exhibit 7. And I'm going to give you a blue pen. And I'm going to ask you to write under the block, sign your name five times and then sign Aliza Sherman's name five times on the right.
MR. GREEN: Objection. We're not here for a handwriting analysis.
MR. FRIED: What's the basis for the objection?
MR. GREEN: We're not -- this is a discovery request. We're not here for this.

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MR. FRIED: What's the basis for the objection?
MR. GREEN: The basis for the objection is he's not here to give a handwriting analysis. This is a deposition.
Q. Do you refuse to hand write Sanford -- to sign Sanford Sherman's name five times and refuse to sign Aliza Sherman's name five times?
MR. GREEN: I'm instructing him not to do it, until Judge McClelland tells him to do it.
Q. Do you refuse to --
MR. GREEN: Don't answer the question, Sandy. You're not responding. We're going to leave it to the judge.
Q. You're going to refuse?
MR. GREEN: Sandy, do not answer the question. It's going to be up to the judge.
MR. WINTER: Counsel, it's a handwriting fraud case. I think you would concede that we're entitled to an exemplar.

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Can you please articulate the basis for your objection?
MR. GREEN: As soon as the judge orders it, he'll sign it.
Call Judge McClelland on the phone. We had a conference with him. You knew what the boundaries of this deposition were. He made it crystal clear that if there's an issue, call him. He gave us his cell phone. So let's get him on the phone right now.
MR. WINTER: I just want to understand the basis for your objection before we do that.
MR. GREEN: Outside the boundaries of the discovery process.
MR. WINTER: How so?
MR. GREEN: This is a deposition. This is not a request for inspection of things.
MR. FRIED: He's right here, sitting right here. He can sign the names. He's refusing to do it --
MR. GREEN: No.
MR. FRIED: -- and you're

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instructing him not to?
MR. GREEN: I'm instructing him not to do it. He's not refusing to do it.
MR. FRIED: We'll table that until we get on the phone with the judge.
We'll keep that there.
Q. Have you ever practiced signing Aliza's handwriting?
A. No.
Q. Have you ever signed her name to anything?
A. Not that I recall.
Q. Not that you recall?
A. Correct.
Q. That means you might have?
A. I doubt it.
Q. But you're not going to say you haven't for sure, right?
A. I don't ever recall signing her name.
Q. Okay.
MR. FRIED: Could we mark this as an exhibit?

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- - - - -
(Thereupon, Plaintiff's Exhibit-8 was marked for identification.)
- - - - -
MR. COHAN: Is this Exhibit 7?
MR. FRIED: This is 8. 8. 7 is the handwriting form that we asked him to sign. And there has not been a duplicate created.
Q. Is that your handwriting, the signature where it says Sanford J. Sherman?
A. Yes.
MR. FRIED: We'll mark this as Plaintiff's 9.
- - - - -
(Thereupon, Plaintiff's Exhibit-9 was marked for identification.)
- - - - -
Q. Is that your handwriting?
A. Yes.
- - - - -
(Thereupon, Plaintiff's Exhibit-10 was marked for identification.)
- - - - -

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Q. I'm going to hand you what we're going to mark as Plaintiff's 10. Is that your handwriting?
A. Yes.
- - - - -
(Thereupon, Plaintiff's Exhibit-11 was marked for identification.)
- - - - -
Q. We're going to mark this as Plaintiff's 11.
MR. GREEN: There's two here.
MR. FRIED: I'm sorry. Is that one -- thank you.
Q. Ail right. So Plaintiff's 11 is the application to probate will that was filed in the Cuyahoga County Probate Court. Is that what you see there?
A. I don't know what this means. But I see this document.
Q. Okay. Where it says applicant, is that your signature?
A. Yes.
Q. If you proceed to the fourth page of this document, next page,

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there's a date written there, 7-29-13. Is that your handwriting?
A. Yes. Not the date. The date is not my handwriting.
Q. The date is not yours?
A. No. The signatures are.
Q. Both of them?
A. Yes.
Q. And if you see, there's a will attached and the back of the will, December 18th, 2006?
A. Yes.
Q. This is Aliza Sherman's handwriting?
A. It appears to be.
Q. Were you present when this will was signed?
A. I can't remember.
Q. Did you -- how did you -- did you come to learn of its existence?
A. I had a copy of her will, yes.
Q. When did you get a copy of the will?
A. I think when she signed it.

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Q. Where was the original?
A. I don't know.
Q. Well, at some point there was a will filed for probate. Who had access to the original?
A. Maybe Marcia Wexberg. Maybe Aliza. I don't know.
Q. Well, do you recall that the estate process was started when Jennifer Sherman filed an application to administer the estate?
A. Yes.
Q. And Jennifer Sherman is your daughter, correct?
A. Yes.
Q. And in response a will was filed for probate, correct?
A. Yes.
Q. And that was commissioned by you, meaning you hired Marcia Wexberg to help you with the process of administering the estate, correct?
A. As my probate attorney, yes.
Q. And Marcia Wexberg -- strike that.

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You signed as an applicant the application to probate will that we have here, too, as Exhibit 11, right?
A. I signed this front page. I don't know what this means.
Q. My question is, where did Marcia Wexberg get the will?
A. I gave her a copy of the will that I had in my possession.
Q. And where did you get -- where was your copy located?
A. I don't recall.
Q. Was it in your papers at home or was it in a safety deposit box? You don't recall?
A. I don't recall.
Q. And you believe you gave Marcia Wexberg a copy?
A. I don't know if it was a copy or the original or she had the original. I don't know.
Q. Do you know who wrote this will?
A. I don't recall.
Q. Do you know if Aliza main --

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maintained possession of her original will?
A. I don't know.
Q. Okay. Do you know who Shaun Kiel is?
A. I don't recognize that name, no.
Q. Do you know who Raisa Labunsky is?
A. I don't recognize that name.
Q. Do you recognize the address 26300 Cedar Road, Number 2330?
A. I don't recognize the address.
Q. Is there a bank in that vicinity?
A. I don't know.
Q. Do you know if Marcia Wexberg prepared this will?
A. She may have. I don't know.
Q. Okay.
MR. FRIED: Why don't we do this. The tape recorders need to be changed. Why don't we take like a half hour lunch break. Does that make sense to you guys? Okay.
THE VIDEOGRAPHER: We're off the record at 12:51.
(Recess had.)
THE VIDEOGRAPHER: Back on the record at 1:32.
Q. Dr. Sherman, we're back on the record. And we remind you you're still under oath. Okay?
A. Yes.
Q. So when was the first time to your knowledge that Aliza suffered from a contracture?
A. Within the year of being married to her.
Q. And you were married on what date?
A. I think November 28th, 1982.
Q. Did she go to the hospital?
A. I don't recall.
Q. When is the first time you recall her going to the hospital with a contracture?
A. I don't recall.
Q. Do you know the name of any

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physicians that diagnosed her with suffering from contracture?
A. I don't know if they called it contracture. I know she had low electrolytes. And probably her doctor would be Dr. Podl, I think.
Q. So if there was a diagnosis or a notation of contracture, it would have been with Dr. Podl?
A. I don't know if he saw it when she had it. It would definitely be in the ER, when she had ER visits.
Q. Okay.
A. And --
Q. And what ERs are we talking about?
A. I remember University Hospital. I think Hillcrest Hospital. Maybe Mount Sinai Hospital. I remember specifically University Hospital a few times.
Q. All right. So your recollection at least of the contracture, where it was experienced at a hospital or witnessed by someone else,

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would have been how many times total?
A. I don't know how many hospitalizations she had. I don't recall.
Q. How many times do you recall her experiencing contracture?
A. She was in contracture almost always to some extent.
Q. Okay. And how could you tell she was in contracture?
A. She would complain.
Q. So you could tell that she was in contracture because she would complain?
A. She would many times complain or she would look disfigured.
Q. And how many times did she complain about contracture?
A. Many times.
Q. Okay. Between the period of 19 -- of your marriage until her death, how many times would you say is many times?
A. I couldn't put a number on it.

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Q. Is it fair for you -- let's talk about any given year. Was any given year different in terms of the amount of time she suffered from contracture?
A. Maybe as she got older it got worse.
Q. Okay. So it got worse as she got older?
A. Yes.
Q. And when you say getting older, what age are you triggering that as?
A. Maybe in the last 10 years.
Q. So in the last 10 years her contracture got worse from the first 10 years, from the first parts of the marriage?
A. I think perhaps when she was younger, she was stronger.
Q. Okay.
A. And it wouldn't affect her. And maybe she would bounce back with proper diet, so her electrolytes weren't abnormal.

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Q. How old was she when she passed? What was her birthday?
A. 9-6-59 was her birthday.
Q. So when she passed, how old was she?
A. Whatever it is from the date she died to then.
Q. Was she in her 50s?
A. Yes.
Q. And when is the -- when would you pinpoint her getting weaker in her life?
A. The last 10 years of her life.
Q. So by 2003?
A. Yes. She had more stress due to the fact -- I don't remember when her dad died. But she had the burden of taking care of her sick mother in addition to working full-time.
Q. Okay. But in terms of noticing the contracture, that became more prominent after 2003, is that fair to say?
A. I would say the older she

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got, the more prominent it got.
Q. Okay. So when it was at its worse, would you say that was in the year 2013?
A. I couldn't say.
Q. 2012?
A. It would depend all -- mainly on her nutritional intake to sufficiently replace her depleted electrolyte imbalances.
Q. Okay. Do you know if she was prescribed any medications for that purpose?
A. I think she was prescribed potassium and I know instructed to eat bananas.
Q. And do you know if she took her medication?
A. I don't know.
Q. Okay. So how many times in terms of a percentage of a year -- so let's take the year 2010, for example. Okay. In that year what would you say the percentage of times is that she was suffering from a condition that caused

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her to have contracture versus not?
A. She suffered from this condition from the day I married her.
Q. Okay.
A. Aliza was bulimic.
Q. Okay. How often would you say during the year that she suffered from contracture percentage-wise, 50 percent, 100 percent?
A. It would depend on her nutritional status.
Q. Okay.
A. I couldn't make an adequate assessment.
Q. All right. Do you have any photos or other documentation that would demonstrate that she had contracture, other than what you're saying and what the medical records might disclose?
A. I don't recall if I have any photos of that.
Q. Okay. And is there any other medical condition, other than the contracture and the insomnia, that led to differences of signature or

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handwriting?
A. I think she told me she was on antidepressants and antianxiety drugs. So I'm sure that if she was very anxious or depressed, that could have also changed her handwriting status.
Q. Okay. Have you researched anything with regard to handwriting on any computer?
A. No.
Q. Do you have a library card?
A. No.
Q. Do you have a computer?
A. Yes.
Q. How many?
A. I have one functional desk one and one laptop.
Q. How about unfunctional?
A. I think I have one more.
Q. Okay. You think or you know?
A. Well, I have it. I used it. It didn't work. I tried to fix it. So it's really functional, nonfunctional.

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Q. Okay. So you have two laptops and one desktop? Or two --
A. No. No.
Q. Strike that.
Whether the computers are working or not, how many do you possess?
A. I own two, ones that go on your table, and one laptop.
Q. Okay. So you have two desktops and one laptop?
A. Yes.
Q. And where are these computers stored?
A. Two are in the -- the two ones that go on desk are in my apartment here. And my laptop is in my condo in Florida.
Q. When did you purchase your laptop that's in the condo in Florida?
A. When Sony went out of business at Beachwood Mall.
Q. And how long ago was that?
A. I don't know.
Q. So are we talking about a laptop that you had since before the

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divorce?
A. Probably.
Q. And the desktops, when were those purchased?
A. Ancient. Probably 10, 20 years ago.
Q. And which desktop -- or which computer of the three do you use for e-mails?
A. I pretty much use none of them for e-mails.
Q. Have you --
A. If at all, I would use one that's in my apartment.
Q. Okay. And do you have Internet access in your apartment?
A. Yes.
Q. And is that hard wired or is it wireless?
A. I don't know. I think I have it -- I think I have wireless, but it's hooked up with wires anyways.
Q. And how many computers are connected or have been connected, since you moved into your apartment, to the

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Internet?
A. I tried to connect both of them, but one of them didn't work. So one is connected now.
Q. Okay. Have you owned any other computers other than those three?
A. I probably in the home before those, we probably 20 years ago might have had earlier ones.
Q. Okay. So you haven't -- you have the same computers that you've had.

The desktops, let's talk about those. Those two desktops are the same computers that you had since prior to the divorce?
A. Absolutely.
Q. And maybe even prior to 2010?
A. Maybe even prior to 2000. They're ancient.
Q. Okay. And you don't use those for e-mail?
A. I use once in a while the one on my desk. In the last week, my

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-- I had to use it. I tried to use it a few times.
Q. And were you able to get online?
A. Yes.
Q. And where did you -- when you go online with that computer, where do you log into?
A. AOL.
Q. And so you have an AOL account?
A. Yes.
Q. And you had that had AOL account for years?
A. I think so. I don't know how long I've had it.
Q. At least since 2010, right?
A. I might have had it for 20 years --
Q. Okay.
A. -- since the kids had it. I don't know how long.
Q. And do you store folders on that account?
A. I'm sure I have folders on

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the account.
Q. Have you deleted anything on that AOL account in the last year?
A. Not that I recall, no.
Q. Have you deleted anything on that account since 2000 and -- since March 24th, 2013?
A. I don't recall anything that I deleted.
Q. Since the date of divorce, have you deleted anything on that account?
A. I never was divorced.
Q. I'm sorry. Strike that.
Since the date of the divorce filing?
A. I don't remember deleting anything.
Q. Okay. Have you transferred any documents via e-mail or computer or electronically in any form to any person?
A. Yes.
Q. Who?
A. Jimmy.

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Q. Jimmy Surso?
A. Yes.
Q. And when is the first time you did that?
A. I don't recall.
Q. Was it before the divorce or after, before the divorce action was filed or after?
A. I don't recall.
Q. You don't recall when the last time was?
A. I might have sent him stuff. I don't recall when I sent him stuff. I sent him a lot of documents.
Q. What kinds of things did you send him?
A. My iPhone would be basically my handheld computer. And I'd get my e-mails. And in the morning, all my e-mails were always deleted from my iPhone during the divorce especially.
Q. Who deleted them, you?
A. Not me.
Q. Does your phone have a password?

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A. Yes.
Q. And when did the password get installed?
A. Get what?
Q. Installed?
A. I don't know.
During this last week someone tried to hack my phone at least five different times.
Q. When did a password get put on to your phone?
A. As I'm trying to tell you, I changed it, because every time I tried to gain access it was hacked within the last week.
Q. Okay. Prior to that?
A. It was hacked many times during the divorce.
That's when I decided if I had a document, I would send it to Jimmy. I made a picture of it, and I sent it to Jimmy. And he probably had hundreds.
Q. And it was always sent through your iPhone?
A. Probably, yes.

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Q. Well, what else would it have been sent through?
A. I don't think I used my -- what do you call it -- the tabletop computer. But I might have. I think it was just about all sent from my iPhone.
Q. All the information that was sent to Jimmy would have been sent through your AOL account?
A. Probably -- I would take a picture. And then I'd e-mail it or send it to him as a text. I don't remember how I did it.
Q. And those -- that is still -- do you have a printer?
A. I just got one within the last six months.
Q. So did you ever have a printer before that?
A. I had one that didn't work.
Q. And what printer did you have that didn't work?
A. I have no clue.
Q. When did that printer last

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work?
A. I -- like never.
Q. So you never printed anything or used a printer at your house to print documents relative to Aliza Sherman or the divorce?
A. Not that I recall, no.
Q. Or your finances?
A. I don't recall.
Maybe to my finances when I had a printer that worked a long time ago. But in my office in my home in Penshurst, that printer to the best of my knowledge didn't work forever. And the one in the basement, I don't recall using it as a printer.
Q. Okay. What did you use it for?
A. I used it sometimes to do stock trades.
Q. It's a fax, right?
A. Pardon?
Q. Is it an all in one printer, the one in your basement?
A. I don't know what that

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means.
Q. Did it have fax capabilities?
A. Oh, no, it didn't have fax.
Q. Okay. So how would you use a printer in your basement for stock trading?
A. Oh, well, you enter a program just like you do on your iPhone. And then you just -- it comes up stocks, and you buy or sell them. Or you see their prices, and then with your phone you call your broker and make a trade.
Q. And is that printer still in existence?
A. Yes.
Q. And where is that printer located?
A. In my apartment.
Q. And, okay, is the printer that was in your office that didn't work moved to your home?
A. The one in my office works. It works very slow.
Q. Okay.

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A. It's in my apartment.
Q. And when is the last time you used that printer?
A. This -- within probably a week when my iPhone was hacked.
Q. Okay. So have you exchanged documents, hand exchanged documents with Jimmy Surso?
A. I don't recall doing that.
Q. You don't -- did Jimmy Surso give you documents?
A. I don't recall that either.
Q. So you don't recall Jimmy Surso bringing to you documents that he printed out that you had forwarded to him?
A. He -- when Jimmy would get documents, we would go to Kinko's and do this together, because my printer didn't work. So he didn't hand them to me.
We'd go, and he would know how to go in my account. And we would make pictures of them. And then I would pay for them and take them. So he didn't give them to me. We'd do it together.

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Q. So when the documents --
A. Or maybe once in while he -- he went on by himself to Kinko's and brought them to me. But in general we did this together.
Q. So in general you would take your phone to Kinko's?
A. No. No. No. Jimmy would know -- I would send him e-mails. He would know how to at Kinko's make -- print out the e-mails in to color or non-colored pictures. He was better at this, so he would help me print them.
Q. Okay.
A. And I think sometimes I would be sick or tired, and you're possibly correct, he'd bring them. I would ask him to do them. And he'd print them and he'd bring them to me.
But the most of the time -- there were a lot of documents. There were probably hundreds of pages.
Q. And where are those documents that were printed?
A. I think they're at Dworken &

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Bernstein.
Q. So would you send Jimmy documents and e-mails that relate to communications that you had between the lawyers at Dworken & Bernstein and yourself?
A. No.
Q. Or e-mails from Dworken & Bernstein to you?
A. No. No. No.
Q. So if I wanted to see what e-mails you sent to Jimmy Surso, how would I find that out? How would I get a copy of those?
A. I wouldn't send him e-mails. They'd be pictures. Mainly they'd be pictures of skunks, rats in my garage or in my backyards.
Q. Okay. Again if I -- the format in which they were sent to Jimmy Surso was via e-mail, right? You would take a picture and e-mail it to Jimmy Surso at his e-mail address?
A. Either e-mail or text, I don't remember.

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Q. Okay. And my question is, how would I get a copy of everything that you forwarded to Jimmy Surso?
A. I don't know if everything is available. The ones that I had, I would bring to my lawyers.
Q. But in terms of your e-mail account, you haven't deleted those forwarded messages to Jimmy Surso, have you?
A. I have no idea what I've deleted and what I have not.
Q. Okay. So you may have deleted those?
A. I probably had during my divorce thousands of e-mails. And it would say limit or full. And then the only things I'd usually keep would be from my lawyer. Anything else was extraneous.
Q. So the documents that you had Jimmy Surso print were important to you, right?
A. I thought they were, yes.
Q. And Jimmy Surso would bring

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them to you or you would obtain them directly at Kinko's, right?
A. Yes.
Q. And you gave them to your lawyer, but you didn't keep them, is that right?
A. I may have kept some. I don't recall.
Q. So there are e-mails or other documents that have been forwarded electronically to Jimmy Surso that you possess in an e-mail account somewhere?
A. I don't know if I possess them or they've been erased.
Q. Okay. And if they have been erased, when would you have erased them?
A. I don't know.
Q. Did you erase them since the filing of this lawsuit?
A. No.
Q. Did you erase them during the period of the divorce?
A. I don't recall.
Q. Did you erase them during the issues relating to the removal of

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you as executor of your -- of Aliza Sherman's estate?
A. I probably -- when they were full, I probably erased them. And then there would be another set of pictures of skunks and rats and things like that.
Q. And that's what you would send, the pictures of skunks and rats?
A. And that was a lot of it, yes.
Q. And that would be hundreds of pictures of skunks and rats?
A. No. Other things, too. But I remember lots and lots of the animals that continued to come every evening to my home.
Q. And like what other things?
A. And what other what?
Q. What other things besides skunks and rats --
A. I don't --
Q. -- and animals?
A. I don't recall.
Q. Did you take pictures of the mail that Aliza was receiving?

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A. Not that I recall, no.
Q. Did you e-mail recordings of voice recordings?
A. What voice recordings?
Q. Did you take voice recordings of Aliza?
A. Not that I recall.
Q. Not that you recall. You don't recall taking voice recordings?
A. No.
Q. Would you have?
A. When you asked the question before about Shanker, I think I told Shanker that Aliza had tried to get me into an argument to take a recording. And that's when he -- he suggested there's something, that we get these voice activated ones. But I never stooped to that level. And I used them for stock trading.
Q. So you never recorded Aliza's voice and never forwarded a recording of Aliza's voice to any person?
A. Never. Never forwarded any recording of any voice of her ever.

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Q. You also never took a recording of Aliza's voice, am I right?
A. I maybe have her -- I have her voice maybe on a -- when she called me on like my phone.
Q. So it was Larry Shanker that suggested you get a recording device?
A. I discussed it with him, yeah.
Q. And the recording --
A. I asked him to get -- how about -- I told him what was happening with Aliza.
I want to make this clear without you think I'm skirting it or lying, or.
Aliza was trying to provoke me into argument. That was one of her ways that I think Stafford told her.
I remember I told that to Larry. And he said maybe -- and we discussed getting recordings. And I think when we were discussing getting the recordings, I wanted to get recorders, but I didn't want it. But he said he could get them for me. But I chose not to go to her

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level. And I only used them for my stock trading.
Q. Okay.
A. I never -- I don't recall ever recording her voice. And I never gave a recording to a lawyer or anyone ever.
Q. So the -- so the --
A. I hope I cleared that up.
Q. The conversation that you had with -- was it a conversation or conversations with Larry Shanker?
A. I think it was one time in a parking lot when we were outside the beach. I told him what she was doing, trying to provoke me and get it on tape.
And either I asked or he asked about a tape recorder. I don't remember. And he said we can get it. And I think I wanted him to buy it and I wanted him to give it back. But it was too late or something.
And I decided I wasn't going to stoop to her level. And I had the tape

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recorders, and I only used them for stock purposes. I never recorded her voice, nor did I ever give a recording of her yelling and screaming at me to anyone.
Q. What do you mean stoop to her level?
A. I thought these were -- she intentionally attempted to agitate me and get me on recording screaming at her.
Q. But you knew that she was recording you, right?
A. No, not all the time.
Q. Well, how did you know she was recording you at all?
A. Well, sometimes I would see her put the tape recorder in her pocket.
Q. So you knew that there was a recording device that she was recording you when she would agitate you?
A. Sometimes.
Q. And that angered you, right?
A. It angered me. I -- I thought it was deceptive.

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Q. And you're still angry with her, right?
A. I'm not angry with her.
Q. Did you ever hire a private detective to follow Aliza?
A. Never.
Q. Did you ever hire a private detective at all during your divorce?
A. No.
Q. Did you ever pay anybody to keep tabs on Aliza Sherman?
A. No.
Q. Her whereabouts, what she's doing, who she's talking to?
A. No.
Q. Did you ever provide moneys to any third party to keep tabs on Aliza Sherman?
A. No.
MR. FRIED: Can we mark this as an exhibit.
What number are we on?
THE NOTARY: 12.
- - - - -
(Thereupon, Plaintiff's Exhibit-12

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was marked for identification.)
- - - - -
Q. Have you ever seen that document before?
A. I don't recall. Maybe it was in a list of all the stuff that my lawyers showed me. But I don't recall this specific one. There were so many.
Q. Whose handwriting is that?
A. It appears to be hers.
Q. Was she suffering from constricture -- contracture at this time?
A. I don't know.
Q. Was she having difficulty sleeping during the divorce?
A. She had difficulty sleeping from the day I met her.
Q. And that was just about every night, correct?
A. Yes.
Q. And so her handwriting was like this on 5-22, 2012. How do you explain that?
A. As I told you, if her

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nutritional status was good, her handwriting would be more legible than not.
Q. Okay. Was her handwriting ever illegible?
A. It was different at times --
Q. Okay.
A. -- when she was sleep deprived or vitamin --
Q. Okay.
A. -- or electrolyte deficient.
MR. FRIED: Can we mark this as the next exhibit.
- - - - -
(Thereupon, Plaintiff's Exhibit-13 was marked for identification.)
- - - - -
MR. FRIED: This is 14.
THE NOTARY: 13.
MR. FRIED: 13.
Q. Is this her handwriting, Aliza's handwriting?
A. It looks a little different, but I'm -- it probably could be her handwriting. I recognize the printing

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more than the signature.
Q. Do you believe that signature is different than -- the signature on Exhibit 13 looks different to you than the signature on Exhibit 12?
A. On 12? They're fairly similar.
Q. So why did you say it looks different?
A. It's a little different.
Q. And what --
A. I'm not a handwriting expert.
Q. Okay.
A. It appears to me to be a little different. There's no C in one, and there is a C in one.
Q. That's the difference?
A. That's one of the differences I see.
Q. Is there any other difference that you see?
A. The N seems swooped here. And it seems ended in this one.
MR. FRIED: Okay. Could we mark this as an exhibit.

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- - - - -
(Thereupon, Plaintiff's Exhibit-14 was marked for identification.)
- - - - -
Q. I've just handed you what's been marked as Exhibit 14. Does that look like Aliza's handwriting to you?
A. Yes.
Q. Okay.
A. There's no C in this one.
Q. Okay. Do you know who Rachelle Sherman is?
A. Yes.
Q. Who is that?
A. My mother.
Q. Did you ever sign Aliza's name to a document executed by Rachelle Sherman as a witness?
A. No.
Q. Tell me about Merrill Lynch. Who is the broker that you use?
A. One of Spiegles.
Q. Which one?
A. Steve or Scott.
Q. And how do you determine

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which one to use?
A. When I call, whichever one usually answers.
Q. Who initiated the relationship, Steve or Scott?
A. I did with Steve.
Q. And how do you know Steve?
A. He was referred to me by my accountant.
Q. So is the first time that you met Steve Spiegle after -- was after he was referred to you by your accountant?
A. Yes.
Q. And how long was he your broker?
A. He still is my broker.
Q. When did he -- when did the relationship start?
A. Somewhere I think around 2000.
Q. Had you ever used anybody at Merrill Lynch before Steve or Scott Spiegle?
A. Not that I recall.

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Q. So is it fair to say that there was no relationship with Merrill Lynch to your recollection prior to 2000?
A. Yes.
Q. How did you first come to meet Steve? He was referred by an accountant?
A. Correct.
Q. Did you set up an appointment?
A. I think so, yes. I went to his office. We chatted.
Q. With who?
A. With Steve.
Q. You went -- you went to the office with Steve?
A. Yes.
Q. And who went?
A. I did.
Q. Just you?
A. I think so, yes.
Q. Okay. And do you keep a calendar or calendars of your whereabouts?

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A. No.
Q. Do you know when you first -- what date you first met with him?
A. It was 14 years ago, I think. So I wouldn't remember the date.
Q. Okay. But it was in the year 2000, is that your recollection?
A. I think so.
Q. Okay. And when you went and met with him, you met with him at his office?
A. Yes.
Q. Was anybody else present besides you and Steve?
A. I don't recall.
Q. Did you initiate an account on that first date?
A. No.
Q. Did you go back at some point to initiate an account?
A. I don't recall how I initiated an account.
Q. Did Steve or Scott or anybody at Merrill Lynch ever give you documents to bring home to have

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executed?
A. They might have either gave them to me or mailed them to me.
Q. Okay. So do you recall ever having documents signed or any account documents being signed at Steve or Scott's office?
A. I don't recall. I recently signed something I think within the last year or two.
Q. At his office?
A. At his office.
Q. Okay. But prior to the last year or two, historically documents were either mailed or you picked them up or dropped them off?
A. I don't recall.
Q. Okay. Do you know if Aliza ever went into the Merrill Lynch office?
A. I don't recall.
Q. You've never seen --
A. Or I don't know.
Q. You've never seen her there, am I right?
A. I don't recall.

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Q. Okay. All right. So I want to switch topics for a second. Your medical license, you still have that?
A. Yes.
Q. And you retired in 2004?
A. Yes.
Q. And the reason you retired is because why?
A. My office manager came up to me and told me that her husband was relocating to Las Vegas. She was the only employee I had. And she said, we're going to get -- have to get me a replacement.
She tried to get a replacement for herself. And we determined that she needed maybe four different people to replace her, because she had that many functions.
And my office was only generating maybe $50,000 in profit at that time. And it wasn't feasible for me to spend $200,000 to get four people, in that my practice was dwindling.
Because I was mainly at first a

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Mount Sinai physician. And when Mount Sinai was closed, was bought out, all the patients went to University Hospital or to Richmond Heights.

In addition, I was never board certified, so I couldn't get on a lot of the insurance protocols, so my patient population was dwindling.

Q. How much were you paying Gail Reese?

A. I think about $50,000 perhaps.

So with her leaving and me not being able to replace her, a dwindling patient population, me not able to get new patients, it seemed almost impossible to stay open.

And at the same time my mother was very ill. And I decided since there was no options, I'd close shop and take care of my mother.

Q. Did you sell your equipment?

A. Yes, I did.

Q. And how much did you get for it?

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A. I don't remember. 40, 50,000.

Q. And where was the money deposited?

A. Probably into the Key Bank or some bank. I don't remember.

Q. Was there paperwork generated in relation to the sale of your --

A. Yes.

Q. -- equipment?

A. It was sold to I think the Singerman group.

Q. And where did you store your paperwork?

A. I had my office paperwork in the file cabinets in my basement. And then after seven years, my taxes, I didn't have to keep records. So when I left the Penshurst home, I didn't need them anymore.

Q. So you threw -- you threw them out about a year ago?

A. I didn't throw them out, no.

Q. Do they still exist?

A. No.

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Q. Where are they?

A. I -- I told my accountant, my records, my tax records over seven years, what do I have to do with them? And he said, Sandy, I don't think you have to keep them.

And I said, what can I do with them? And he said, we have people that come in and shred it. You can bring it here. And I paid part of a fee, included with an accounting fee, for records over seven years.

Q. So you shredded the documents that were maintained in your file cabinet in 2014?

A. No. When I moved in November of last year.

Q. Okay. So November of 2013 --

A. Yeah.

Q. -- you shredded everything?

A. Or October, November, whenever I moved.

Q. And those documents were -- the entirety of those documents were

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your documents relating to your work practice, right?

A. To my office practice. They were over seven years old.

Q. So there was nothing else that related to your office -- nothing else related to your life, the divorce --

A. No.

Q. -- your lawsuit that was in that file cabinet?

A. No. No.

Q. And at the time that you had a practice, up until 2004 when you closed it down, all of the paperwork was stored at the office, right?

A. Absolutely.

Q. And Gail Reese did her work at the office?

A. I think she did it at the office and took some home.

Q. To her home?

A. I think. I don't know.

Q. Did she ever go to your home?

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A. She went to my home I think at the -- when the practice closed to help me move some of the papers there.
Q. Okay. That's after 2004?
A. Oh, that would be 2000 -- right, after the office, right, during the closing of the office.
Q. About September of 2004 when you closed down, right?
A. Or maybe even before when I closed we started moving the stuff.
Q. Okay. But she didn't do anything other than bring papers that were already completed to your house?
A. No. I don't -- I never remember her coming to my home.
Q. You don't remember her coming over to your house to do business?
A. Oh, no.
MR. GREEN: Adam, real quick, as you may recall, I have a 2:15 telephone conference with the court. So I've got to a make a quick call whenever it's convenient for you. I didn't want you to start a new line of questioning

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before I had to take a five minute break.
MR. FRIED: Why don't we -- why don't we take a -- well, let me stay on this line. Okay.
That's okay. We can take a break.
THE VIDEOGRAPHER: We're off the record.
(Recess had.)
THE VIDEOGRAPHER: We're back on the record.
Q. Okay. What did the recording device look like that you obtained from Larry Shanker?
A. They're little recorders like this.
Q. And just for the record, you're putting your fingers up about three inches, four inches?
A. Maybe four or five inches.
Q. And how thick was it?
A. Like this, and like this wide and maybe like this thick.
Q. So about two inches, three

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inches wide and maybe an inch thick?
A. Yeah.
Q. Thin, small, smaller than a cell phone?
A. Maybe the size of a -- maybe the size of a little bigger than a little -- the little flip phones.
Q. Okay. So a small device?
A. Yeah.
Q. Bigger than a little flip phone open or closed?
A. Bigger than an open -- closed flip phone.
Q. So a little bigger than a closed flip phone?
A. It was wide as maybe as my cell phone.
Q. And where is that document?
A. Pardon?
Q. I mean, where is that recording device today?
A. i have no idea.
Q. You got rid of it?
A. I don't know.
Q. Did you move it with you to

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your new place?
A. I don't know.
Q. Did you ever download this little recording device or the information contained on it on to any computer?
A. No.
Q. Did you ever download the recording device or any information contained on it on to a phone or any other electronic device?
A. No.
Q. What was the recording capacity?
A. I don't recall.
Q. But you're saying that this recording device had tapes that you would put into it?
A. Yeah, little tapes.
Q. And did you ever deliver the tapes to anybody?
A. No.
Q. Okay. So --
A. They were nothing delivered. They were my stock ideas. And while

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I'd watch the market, I put my information in.
Q. And where are the tapes today?
A. I have no idea.
Q. When is the last time you recall seeing either the device or any of the tapes?
A. Before I moved.
Q. So tell me what led to the opening of an account at Merrill Lynch in Aliza's name?
A. In the late 90s I was mainly a Sinai doctor. I had PIE insurance. PIE went under. And I had a patient who was suing me. And I was covered by PIE. Henceforth, I had no coverage under my malpractice.
And if I would have lost this case, if it would have been a legitimate case, it could have wiped out all my entire personal assets.
I mentioned this to my cousin, Joel Newman, who was also an attorney. And he said, what I think you should

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do, he's giving advice as a person and a cousin, was take half of your money and deposit it in your name at Merrill Lynch. And have Aliza take half of the money and deposit it in her name and Merrill Lynch giving you the power of attorney. And also, I would suggest you putting the home in Aliza's name.
Q. So that was advice you received from Joel Newman?
A. Yeah.
Q. Was it in writing?
A. No.
Q. So what happened next?
Well, first of all, where was that lawsuit? Was it a lawsuit that was filed?
A. Yeah. I was under a lawsuit from a patient of mine. And I had PIE, which was a malpractice --
Q. Okay.
A. -- courier. And it went bankrupt, so I had no malpractice.
Q. Where was the lawsuit filed?
A. I don't know. I know I

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ended up not paying anything out.
Q. Were you deposed in that lawsuit?
A. No.
Q. Was this transfer of funds done during the period of the lawsuit?
A. No.
Q. It was done after the lawsuit?
A. To the best of my recollection, yes.
Because I think Joel told me that for Aliza's funds and the home, they would only be protected if they -- I had no lawsuits for a year.
Q. Okay. So according to your recollection or your testimony -- strike that.
According to your testimony then, the Merrill Lynch account was set up for Aliza at least a year after the lawsuit was resolved?
A. Okay. I'm going to again go back to answering the questions in unspecific terms, because you're trying

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to pin me down. And you're trying to make it as if I'm lying.
I can't remember something that happened 14 years ago. Okay. I don't remember when this occurred honestly.
Q. But you don't remember -- but you do remember the circumstances, which was that you had lost your malpractice insurance, right?
A. Yes. The carrier went under.
Q. And that you were involved in a lawsuit when the carrier went under, correct?
A. Yes. Yes.
Q. And that you were trying protect your assets from creditors, correct?
A. No. I was in the future attempting to protect myself. That in case I got sued again, that if I had no malpractice coverage, they couldn't sue my personal assets.
Q. Well, PIE went under in the 90s, right?

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A. As I recall, yes.
Q. And you continued to do surgeries until 2004, correct?
A. No. After PIE went under, obviously I got a new malpractice company.
Q. So you had malpractice starting -- malpractice insurance again by the time that this lawsuit with PIE had been settled, correct?
A. I don't know. You're asking me questions again that occurred 15 years ago.
I got new malpractice insurance when I could.
Q. Okay. And you believe that was -- you don't have a clue whether that was before or after you opened up this new account?
A. No, I don't.
Q. Okay. So tell me about what happened next? You get the advice from Joel Newman. How soon after the advice is given or how far after the advice is given do you act upon it?

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A. I don't recall.
I do recall talking to my accountant, that I want to invest some large sums of money. And he suggested the name of Steve Spiegle.
Q. So at the time -- if we had to order it as to what happened, is it fair to say that first you have the lawsuit? Yes?
A. Yes.
Q. Second, you have a conversation with Joel Newman?
A. No.
Second the malpractice was dropped.
Q. Second the malpractice is dropped?
A. Correct.
Q. Third you have a conversation with Joel Newman?
A. Maybe third would be after I got new malpractice.
Q. Okay.
A. Then I -- I saw him once. And he -- I said, this is what's going on. And he suggested this.

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Q. And then a year after or so, because he told you a year after -- didn't he tell you you had -- it wouldn't be effective unless if you did it a year after the lawsuit was settled?
A. No. No. That -- you're misconstruing what I've said, please. I'll restate what I meant.
Q. Okay.
A. I think he stated that maybe to do it immediately, but the funds wouldn't be clearly considered to be in her name and not my name unless they were already in her name for a year.
Q. Okay. All right.
MR. GREEN: If you want to check the malpractice action, your firm represented Dr. Sherman in that case.
MR. FRIED: Okay.
Q. So in 2004 --
A. You've been attempting I think to try to confuse me with dates. And I'm attempting, when I answer something from 15 years ago, to give you

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answers to the best of my recollection, just so you know. Because you've asked me right here five questions in a row, and I can't remember 15 years ago.
Q. All right. So what do you remember about the opening of this account?
A. I remember that I had to get the money to Steve Spiegle. I opened my account. And Aliza opened her account, giving me the power of attorney.
Q. So how did Aliza come to open the account?
A. I don't know how she did that.
Q. Were you present when documents were signed?
A. I don't think I was.
Q. Okay. Where were the documents signed, do you know?
A. I don't know.
Q. Did Aliza to your knowledge ever meet with or talk to Steve Spiegle?
A. I don't know.

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Q. To your knowledge did Aliza ever meet with or talk to Scott Spiegle?
A. I don't know.
Q. How did Aliza come in contact with the documents, do you know?
A. I don't know.
Q. Do you know if you provided them to her?
A. I don't know if they were mailed to her or if they were both mailed to me and I gave her her copy. I don't know how she got them.
Q. Well, where -- if you gave them to her, would you have given them to her at home?
A. If I got them to my mail in my home, I would have given it to her in my home, yes.
Q. And then you would have expected her to execute the document, if that's what she intended to do, and then mail it back in, right?
A. I'm sorry for interrupting. Please repeat the question.
MR. FRIED: Can you please read

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that back.
(Record read.)
A. What transpired was, I sat down with her. And I explained what Joel told me and what I was doing with all our funds and why I was doing it and how I was doing it. She understood. And she agreed. And I gave her her part.
Q. And when you say you gave her her part, did you have the forms with you when you sat down and talked to her?
A. I don't recall if they were mailed to her directly or they were both mailed to me and I gave them to her.
Q. As far as you know, she handled the execution of these documents on her own?
A. I did not have any part in her handling the execution. I don't know how she handled it.
Q. And you don't know where it was done?
A. I don't know where it's

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done.
Q. Have you ever taken a document -- strike that.
If Gail Reese were to come in and testify that you provided documents to her and told her to sign without reading it, would that be truthful or not?
A. Not.
Q. It would be not truthful?
A. Absolutely.
Q. And you've never provided a document to Gail Reese and told her to sign it as a witness without having the individual signing it there?
A. Never.
Q. And you've never provided a document and asked Gail Reese to sign without telling her what the document was she was witnessing or signing?
A. I would never have her sign anything that wasn't legitimate.
Q. And if she -- okay. That's not what I asked.
A. Well, then could you please

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repeat your question.
MR. FRIED: Would you please read back the question.
(Record read.)
A. I've never provided her a document to sign that I recall, period.
Q. Period. Okay.
MR. FRIED: Can we mark this as an exhibit.
- - - - -
(Thereupon, Plaintiff's Exhibit-15 was marked for identification.)
- - - - -
Q. And this is what we've just marked as Exhibit 15. Have you ever seen this document that's been marked as Exhibit 15 before today?
A. Yes.
Q. What is it?
A. I'm sorry?
Q. What is it?
A. What is?
Q. What is the document I've just handed you?
A. It says durable power of

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attorney.
Q. Okay. And do you see there's an account number --
A. Yes.
Q. -- on the top portion?
A. Yes.
Q. Can you read that for us?
A. 61756864.
Q. Whose handwriting is that?
A. Not mine.
Q. Whose handwriting is Sanford J. Sherman, M.D.?
A. Mine.
Q. That's your handwriting?
A. Absolutely.
Q. So you had this document in your hand at some point, and you affixed your signature to it or handwriting to it?
A. That's my handwriting, yes.
Q. Okay. Did this document come to you first or to Aliza first?
A. I have no idea.
Q. How did your name get on there?

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A. I put it on there.
Q. Did you put it on there before Aliza signed it or after?
A. Before or after?
Q. You put it on there before?
A. I don't understand the question. I don't -- oh, there is a signature here.
Q. Right. There's a signature of Aliza Sherman --
A. I think I --
Q. -- on page 5 of the document?
A. Correct.
Q. Right?
A. Yes. I see that now.
Q. And so did you put the signature on it before Aliza -- strike that.
Did you put your name on the first page before it was signed on page 5?
A. Did I -- I don't recall. Probably.
I don't -- I haven't really read

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this, so I don't remember exactly what it is.
Q. Well, why don't you take your time and read it.
A. Okay.
The handwriting for the account, whichever account that is, is not mine. The printing of that is mine.
I don't know when I put that on. And I don't know if I put that on at the office or when I received it in the mail or gave it to her or she received it and asked me to put that in there. I don't know.
Q. So it's possible that this -- your name didn't go on this document until after it was signed on page 5?
MR. GREEN: Objection.
Q. Is that fair to say?
MR. GREEN: You can answer.
A. I don't -- I don't remember being there when she signed her name.
Q. Okay.
A. I don't remember when I put this on.

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Q. So again it's possible your name was not on there on page 1 when this document was signed on page 5?
MR. GREEN: Objection. Go ahead.
Q. Right?
A. If this is appointing me as the power of attorney, my name probably -- I don't think it's possible for my name not to be there. She wouldn't have signed it. It makes no sense.
Q. So you had it first, right?
A. I don't know if I had it or, as I stated, or I filled out my name at the brokerage firm or filled out when Aliza got it or filled out when I got it.
But that's me. That's my printing of my name. But that is not my printing of the account.
Q. Well, let's talk about filling it out. You think --
A. Okay.
Q. -- you might have filled this out at the brokerage account or you don't know?

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A. I don't know. I don't think so.
Q. Okay. And you weren't present when Aliza signed this document?
A. No.
Q. But you possessed it at some point to put your name on it?
A. I don't know if I possessed it. Or perhaps at the brokerage firm when I decided with Steve that we're going to have two separate accounts, he had me fill this in. I don't recall.
Q. And -- okay. So he might have had you fill that in, and then somehow it got transported to Aliza?
A. I don't recall. Or she might have asked me to put it in. I don't recall.
Q. She might have asked you to put it in before or after?
A. She would've not asked me to put my name appointing me power of attorney after she signed it.
Q. Okay.
A. That would have made no

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sense.
Q. Now, let's look at page 5.
A. Okay.
Q. Do you see the handwriting on the bottom?
A. Yes.
Q. That's your handwriting?
A. Yes.
Q. You signed as an agent?
A. I -- that does appear as my handwriting. I don't know why or when I filled this out.
Q. Okay. And it has yourself as the agent, that's your handwriting?
A. That does appear as my handwriting, yes.
Q. And the address 21 -- 25130 Penshurst Drive, that's your handwriting?
A. Yeah.
(Discussion off record.)
MR. FRIED: Why don't we strike -- I don't want that on the record. I shouldn't have read that on the record. Why don't we agree to strike that from

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the record?
MR. GREEN: That's fine.
Q. Okay. And we had your -- the word physician, correct?
A. Yes.
Q. What about the date, 17th of May, 2000, whose handwriting is that?
A. I don't know. It doesn't appear to be mine.
Q. That's not your handwriting?
A. I don't know.
Q. That's not your zeros on the 2, just like it is on the zero at the Penshurst?
A. I usually write real -- smaller than that. I don't know.
Q. You don't know. That could be your handwritten May 17th, 2000?
A. I doubt that. The bottom is definitely mine. And the printing of my name is definitely mine. The rest --
Q. Could be yours?
A. I doubt it. I'd say no.
Q. Okay.
A. Because I wasn't there when

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it was witnessed, so I don't think that was there.
Q. Well, where was it witnessed?
A. I have no clue.
Q. Was it witnessed at your house?
A. No. She never came to my house. She probably came to my office.
Q. Probably came to your office. Do you know?
A. I don't recall.
Q. So if April Reese were to testify that she never witnessed Aliza sign any document, what would you say?
A. Her name is Gail Reese.
Q. Gail Reese?
A. I don't know what she'd say. She would say that she did this, and Aliza signed it and she witnessed it.
Q. And you're saying this signature that says Aliza Sherman is the same handwriting that we've talked about on the other documents you said was Aliza's handwriting?
MR. GREEN: Objection. You can

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answer.
A. I could -- that is not -- that is her handwriting, yes.
Q. That's her handwriting?
A. That is sometimes how she'd sign.
Q. That's sometimes how she'd sign?
A. She'd sign in many ways, yes.
Q. And you're saying at this point in time when she'd sign in many ways, is this because she had contracture at this time?
A. I --
Q. Is this how her handwriting looks to you when she has contracture?
A. You gave right here, sir, maybe 10 documents when her legible was handwriting. You could probably find another 10 different documents when her handwriting was not neat, not clear and even much different than this.
Q. Okay. Again is this what you think her handwriting looks like

when she's suffering from contracture?
A. I --
MR. GREEN: Objection. You can answer.
A. I think it may have been one of the times that she -- it looked like that, yes.
Q. And when she's suffering from contracture, that -- you've already testified that's a pretty serious circumstance, right, because her electrolytes are low?
A. It may be very low or a little low and/or it might just be when she has insomnia.
Q. And you believe that she went to your office on May 17th, 2000 to have April Reese witness --
A. It's not April. It's Gail.
Q. Gail. I'm sorry.
A. She may have gone there. She may have gone with me there. I don't recall. I don't recall her signing this or Gail witnessing this.
Q. You didn't sign your name --

you didn't sign Aliza's name?
A. Absolutely not.
Q. And at this point you still refuse to provide us a writing sample, is that right?
MR. GREEN: No. I'm instructing him not to do it. It's not his refusal.
Q. How did this document get returned to Merrill Lynch?
A. I don't know.
Q. Why was it signed on May 17th, 2000, do you know?
A. I don't know.
Q. Was the account opened as of yet?
A. I don't know.
Q. Who is Darlene Morganti?
A. I found out last week that she was an employee of Merrill Lynch.
Q. And who told you this?
A. Scott Spiegle.
Q. And tell me about the conversation that you had with Scott Spiegle that led to that information?

A. I had these signatures in my possession. And I didn't recognize these names. And I called Scott and asked him if he knew who they were.
Q. Did you tell him you didn't recognize the signature purporting to be that of Aliza Sherman?
A. I do recognize that as her signature.
Q. I'm asking you what you -- whether you told that to Scott Spiegle, that you didn't recognize it?
A. No, because I did recognize it.
Q. Okay. So --
A. So why would I tell him that I didn't recognize it?
Q. So Scott Spiegle told you that Darlene Morganti worked at some point at Merrill Lynch?
A. Correct.
Q. Okay. And where is the Merrill Lynch office?
A. On Chagrin.
Q. Okay. Did you ever go to an

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office in Geauga County?
A. Not that I recall.
Q. Okay. So --
A. Only on Chagrin.
Q. So let's look at the first page.
A. Of what?
Q. Of this document that we've marked as --
MR. GREEN: You didn't mark it yet.
MR. FRIED: Strike that. We didn't mark that.
Can we mark this as an exhibit.
A. Is this 15 on the bottom?
Q. No. I'm going to give you a new exhibit, 16.

- - - - -

(Thereupon, Plaintiff's Exhibit-16 was marked for identification.)

- - - - -

Q. Okay. You just had a chance to look at Exhibit 16?
A. Oh, you want me to look at everything or just the first page?

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Q. You can look at everything, so we make sure we understand what you're looking at.
Okay. Did you have a chance to look at Exhibit 16?
A. Yes.
Q. This is an account opening statement, correct?
A. I think so, yes.
Q. All right. And whose handwriting is on the top?
A. Aliza's.
Q. That's Aliza's handwriting where it says Aliza C. Sherman?
A. Absolutely.
Q. And the address, that's not your handwriting?
A. Absolutely 100 percent Aliza's.
Q. And the signature, that's Aliza's?
A. That's Aliza's.
Q. Did you witness her sign it?
A. I don't recall.
Q. Do you know how this came to be that she signed this document?

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A. I don't know.
And the numbers on the top are not my handwriting either.
Q. Was this document delivered at the same time that the power of attorney document was delivered?
A. I don't know.
Q. Can you explain why an account would be opened up after a power of attorney document was signed?
MR. GREEN: Objection.
A. I didn't even --
MR. GREEN: You can answer.
A. I didn't even know that was the case.
Q. Okay. So we have a document here. If you go back to the previous exhibit, the power of attorney document.
A. Yeah.
Q. And it says that you signed as agent. Do you usually read what you sign?
A. Usually.
Q. Did you read the power of

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attorney document?
A. Which one are we talking about?
Q. We're talking about the power of attorney that was Exhibit 15, the one that's right there.
A. Yes.
Q. Did you read that before you signed it?
A. I remember I was told just to fill this part out. I don't remember how.
Q. Okay. Well, it says here at the bottom, I hereby represent that I am familiar with and have reviewed the investment goals, guidelines and objectives of the client, and that I will invest consistently with his or her stated goals, guidelines and objectives.
A. Correct.
Q. Did I read that correctly?
A. Yes.
Q. And you read that statement, correct?
A. Now I have.

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Q. Okay. And you also read the durable power of attorney to understand what your agency was, correct?
A. My -- I don't understand that.
Q. Well, you knew that you were going to be an agent under a power of attorney. You signed as an agent, correct?
MR. GREEN: Objection. You can answer.
A. When I signed this, and even now, I don't know what this means.
Q. You knew that the power of attorney would enable you to act on Aliza's account, correct?
A. That's what I was attempting to get. And that's what she agreed to, correct.
Q. And when you deposited money into the account, you knew that that money was going to be Aliza's, right?
MR. GREEN: Objection.
A. No, it was not Aliza's money.

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Q. Oh, so when the money went into an account titled in her name, it wasn't for her to possess it and own it, it was something else?
MR. GREEN: Objection.
A. My money that was deposited in my name and Aliza's money that was deposited in her name is both family moneys.
Q. Okay. So it was Aliza's money in that account?
MR. GREEN: Objection.
A. It was not her money in that account.
Q. You divided -- was it -- and then it was her money in your account?
A. All assets that we possessed I believed to be marital assets, other than what I didn't commingle that I inherited.
Q. Okay.
A. So they were both of our moneys at all times.
Q. All right. What did you understand your duties were as an agent

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under a power of attorney?
A. I don't even remember -- and even right now, I just told you, I don't know what an agent is.
Q. Did you believe that you had the ability to take the money out by using the power of attorney and do whatever you wanted with it?
A. As a power of attorney, I was able to do with the money whatever I felt necessary to benefit my family.
Q. Okay. So let's talk about what you did with the money.
A. Yes.
Q. Okay.
A. Absolutely.
Q. Where did the money go?
A. All of it went into my account, transferred. Or the actual stocks and bonds or the money, I think I traced almost everything, except for maybe $10,000, went directly into my account.
Q. And what did you do with it in your account?

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A. And my account was used as the account that I used to make investments and pay all the family bills.
Q. And what else?
A. And I used it to take cash out whenever we needed cash.
Q. And what would -- and how much cash were you taking out on a monthly basis?
A. Oh, I have no recollection.
Q. Okay. What were the monthly bills that your family had?
A. They were between 25 and $40,000 a month.
Q. And what were they for?
A. They were for my kids' educations, the home bills and Aliza's credit card bills and donations, usual stuff related to a family. And Aliza's credit cards and a lot of the tuitions with either -- in 2000 -- what years are you talking about?
Q. Okay. This was signed in 2000. When did -- when did you start

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transferring money into --
A. I don't recall.
Q. It was you always that transferred the money, correct?
A. I think so.
Q. Okay. Did Aliza ever act upon the account to your knowledge 6178 -- 61756864?
A. I don't know.
Q. So to your knowledge all activity conducted within Merrill Lynch account number 61756864 was conducted by you?
A. I just said I don't know.
Q. Okay. But you're not aware of Aliza ever doing it?
A. I don't know.
Q. All the money that can be traced into your account, that was all your transactions, right?
A. The only money that I was given paperwork to look at was from 2006 to 2010. I never looked at any documents from 2000 to 2006. So I have no idea what happened with those moneys.

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Q. All right. Let's concentrate from 2006 to 2010.
A. Yes.
Q. All transactions, transferring funds from 61756864 into your account were done by you?
A. Yes.
Q. And it was done --
A. It wasn't just funds. It was also directly transferring I think sometimes assets, such as stocks, bonds.

So, you know, don't try to trick me with this. I'm just trying to say it was all transferred. I don't think it was all funds. It might have been transferred as stock transfers and bond transfers, too.
Q. So it could have been transfers in kind?
A. I don't know what that means.
Q. Well, stock transfers, moving stocks --
A. Yes.

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Q. -- from one account?
A. But it was all put into my account, and that was used for family purposes.
Q. Okay. Are strip clubs family purposes?
A. No.
Q. Are strip -- are dancers family purposes?
A. No.
Q. Is gambling at a racetrack family purposes?
A. No.
Q. Are paying settlement funds to settle a defamation claim family funds?
MR. GREEN: Objection. There were no funds paid.
Q. Or paying a deductible towards a lawsuit relating to Morris Dorfsman, was that family funds?
A. No.
Q. Okay.
A. And I didn't use family funds for those purposes, by the way.

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Q. Trips out of town, are those for family funds?
A. When they were related to personal reasons, yes.
Q. Okay. Where have you been in the last -- strike that.
Have you been to the Cayman Islands?
A. I recall being on Royal Caribbean boats. And they went to many islands. I don't specifically recall being at the Cayman -- in the Cayman's.
Q. Where -- have you been anywhere out of the country that you specifically recall?
MR. GREEN: What time frame?
Q. Any time from 2000 on?
A. I do remember this summer being in the Bahamas.
Q. Okay. Have you traveled out of the country with Jim Surso?
A. Out of the country, never.
Q. Have you taken a cruise with Jim Surso?
A. Never.

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Q. Have you traveled out of the country with Stephen Green?
A. Never.
Q. Have you taken a cruise with Stephen Green?
A. Never.
Q. Have you traveled anywhere outside of the State of Ohio with Stephen Green?
A. No.
Q. Have you traveled anywhere outside of the State of Ohio other than the New York trip that you had with Jimmy Surso?
A. I went to Pennsylvania.
Q. And the Pennsylvania trip?
A. Or West Virginia. I don't remember where we went.
Q. Have you been to Florida with Jim Surso?
A. No.
Q. Have you traveled out of the country with Les Keller?
A. Never.
Q. Have you traveled out of

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state with Les Keller?
A. He visited me once in Florida about 20, 25 years ago.
Q. Have you bought any real estate in Florida ever?
A. I inherited my mom's condo. I never purchased any real estate.
Q. Oh, okay. Have you invested in any companies?
A. No.
Q. Meaning closely held corporations as opposed to stocks and bonds?
A. I don't really know what you mean. But I don't own any part of any company.
Q. So going to Exhibit 16.
A. Yes.
Q. Let's go to the second page.
A. Okay.
Q. Whose handwriting is on the top where it says Aliza C. Sherman?
A. That's hers.
Q. That's her handwriting?
A. Absolutely.

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Q. And whose handwriting is where it says the account number, do you know?
A. That's not mine.
Q. Do you know if that's Aliza's?
A. I don't think it looks like hers. But it may be. That's not mine.
Q. Whose handwriting is below?
A. Mine.
Q. So you filled in the beneficiary designation?
A. Yes.
Q. Why didn't Aliza?
A. I have no idea.
Q. Did you talk to her about it?
A. I talked to her about this at length.
Q. And you don't know why she didn't fill in the beneficiary designation, but you did?
A. I have no idea. This is what, 15, 14 years ago.
Q. Let's look at the next page.

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A. Yes, sir.
Q. Aliza Sherman. That signature there, does that look like her signature?
A. Yes.
Q. And that looks similar to the signatures that's -- of the exhibit that we've used.
Can you please look at Exhibit 2. Those signatures don't look alike, do they?
MR. GREEN: Objection.
A. Part of them do and part of them don't look 100 percent. But this does look like Aliza's signatures to me.
Q. Okay. What part looks the same and what part looks different?
MR. GREEN: Objection. You can answer.
A. The first name looks like exactly the same. Part of the scroll in the S maybe had a loop down instead of up.
And I -- on the one part, the N, there was a line. And in this one

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there wasn't. Where on other ones, there was a line going up. If we can go back to look at some of her other ones, there was.

Q. And the numbers 5-22, 2000, that's her handwriting?

A. That's not my handwriting.

Q. So how is it that this came to be executed on May 22nd, 2000?

A. I can't explain any dates or the order of dates.

Q. What's that?

A. I can't explain how dates occurred in what order or why.

Q. You have no idea why a power of attorney for an account that had not yet been created was executed on the 17th of May?

MR. GREEN: Objection.

A. I have no idea on the chronologic order of these things that occurred 14 years ago.

Q. You agree that doesn't make sense though, a power of attorney is executed on May 17th, 2000 before an

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account is set up?

MR. GREEN: Objection.

Q. Right?

A. I don't understand all of this. And I don't understand the dates.

Q. Well, I mean, you went to medical school, correct?

A. Yes.

Q. You have a college degree from Case Western Reserve University, correct?

A. Yes.

Q. And you understand -- you operated a business, correct?

A. Yes.

Q. You had an employee, correct?

A. Yes.

Q. You handled payroll?

A. Yes -- no, I did not.

Q. You worked with an accountant?

A. Yes.

Q. And you invest stocks and bonds?

A. Yes.

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Q. And, in fact, you engage in sophisticated stock and bond trading --

A. Yes.

Q. -- correct?

You understand what a power of attorney is, don't you?

A. Yes.

Q. Okay. And you understand the obligations that an agent takes under a power of attorney, don't you?

A. No.

Q. And you didn't bother to find out when you took on the agency of this power of attorney marked as 15, is that fair to say?

A. No.

Q. All right. So Aliza Sherman supposedly signs an account relationship agreement on May 22nd, 2000, right?

A. If that's what this states, okay.

Q. Well, I'm asking you. This is a document that says on the top, Exhibit 16, Merrill Lynch client relationship agreement.

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A. Okay.

Q. Right?

A. Okay.

Q. And on page 4 of this agreement is a signature, right?

A. I don't know which one page 4 is, sir.

Q. Look at the bottom. Let's go into the first page, Merrill Lynch client relationship agreement. Is there another page, do you know?

A. I have this one. This is one.

Q. Okay.

A. Two, three.

Q. The third page.

A. You said page 4.

Q. It says page 4 on the bottom.

A. Well, believe it or not, this is only the third page.

Q. Okay.

A. It says page 4.

So what's your question, please?

Q. The third page, it says

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Aliza Sherman, Aliza Sherman --
A. You're referring to the third page, which states page 4?
Q. Right.
A. Okay. That's a little confusing. Would you not agree?
Q. I agree.
A. Okay. Thank you.
Q. All right. So I'm asking you a question here.
A. Okay.
Q. Aliza Sherman --
A. Yes.
Q. -- that purports to be her signature. You didn't see her sign it, right?
A. No.
Q. It's dated May 22nd, 2000?
A. Yes.
Q. Do you know why this was signed after the power of attorney was executed?
A. I had nothing to do with this. I have no idea.
Q. But we know that your

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signature appears on what is stated page 3 of the page before, right?
A. That's not my signature. That's my printed handwriting.
Q. I'm sorry. Your handwriting?
A. Are you intentionally attempting to confuse me?
Q. No, I'm not. Is that your handwriting?
A. Yes, it is.
Q. Okay. When did you first see the Merrill Lynch client relationship agreement post-2000?
A. I don't know what that means. Which agreement?
Q. The one that you're looking at in your hands.
A. During the divorce.
Q. Okay. And where did you obtain that document?
A. I didn't obtain it. It was shown to me during the divorce by Mr. Okin.
Q. So Mr. Okin obtained it through a subpoena?

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A. I have no idea.
Q. And you recall responding to interrogatories and requests for production of documents in this case?
A. In which case?
Q. This case that we're pursuing right now in which you're being deposed, the civil case.
A. Yes, sir.
Q. Okay. And you recall attaching documents or providing documents to your attorney to provide a response?
A. I gave him whatever he requested.
Q. Okay.
A. Some of your questions are nebulous to me.
MR. FRIED: Can we mark this as an exhibit.
A. Am I done with this, sir?
Q. You can leave it there for a second.
A. Okay.
THE VIDEOGRAPHER: Go off the

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record for a second to change the tape.
(Recess had.)
THE VIDEOGRAPHER: We're back on the record.
- - - - -
(Thereupon, Plaintiff's Exhibit-17 was marked for identification.)
- - - - -
Q. Okay. I've just handed you what's been marked as Exhibit 17.
A. Yes.
Q. Do you recognize that document?
And you can look through it to make sure it's what you understand what it purports to be, which is Sanford Sherman's responses and objections to plaintiff's first set of combined discovery requests.
A. Is this just what my attorney sent you?
Q. Yes.
A. This is going to take me awhile.
You want me to read this slowly

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and carefully?
Q. I would like you to read it slowly and carefully, if you feel like you need to.
A. Okay.
Q. That's what we're here for, so you can look at the documents.
MR. GREEN: Maybe we can speed it along. What was your question?
MR. FRIED: Well, he needs to look at it. I don't want -- I don't want him to suggest that he's not had the opportunity to look at the document.
(Discussion off record.)
A. Are these all the ones that we went through before?
I briefly looked at them.
Q. Okay. Does that appear to be what you've -- your responses to discovery requests?
A. Yes.
Q. And the attachments, the documents that are attached were provided by you to your attorney?
A. I don't know what the

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attachments are.
Q. Okay. Well, first of all, let's look at -- Exhibit 17 are your responses to interrogatories --
A. Yes.
Q. -- admissions and requests for productions of documents, correct?
A. Yes.
Q. In addition to these documents, you submitted a disk of digital information, correct?
A. I think so, yes.
Q. Okay. But in terms of the documents that are attached at the end of the discovery responses, there's a Merrill Lynch client relationship agreement, which is the first document that follows the certificate of service of the responses?
A. That starts after page what, please?
Q. It's in the middle. If you go --
A. What -- can you show me what you're referring to?

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Q. Yeah. You had it.
A. After this page?
Q. After that page, the certificate of service. Okay.
A. This looks like the stuff we just went over.
Q. Yes.
A. Okay.
Q. All right. But this -- that stuff was provided to you by your attorney?
A. Yes.
Q. Okay. And I want you to look at this document. Because the reason I'm showing this to you is because when we went through Exhibit 16, we had a question about the paging of it. Remember we had --
A. Oh, 3 and 4.
Q. Right.
A. Yeah.
Q. Okay. So the first page, the second page --
A. No. We're missing the second. It goes 1, 3, 4.

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Q. These are what you provided your attorney?
A. I don't remember how we got these papers.
Q. Well, in looking a little bit further, and looking at Exhibit 16, if you would look passed -- go to the first page on Exhibit 16. That's one document right here. And I'm trying to --
A. This one.
Q. Look at Exhibit 16, this document.
A. Okay.
Q. Okay. The first page is the Merrill Lynch client relationship agreement, correct?
A. Okay.
Q. And it -- and it includes the signature purporting to be Aliza Sherman, right?
A. Okay.
Q. And that's the same on your document, on the exhibits that you provided in response to the

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interrogatories and requests for production of documents?
A. It appears to be so, yes.
Q. Let's look at the second page. The second page has on the bottom page 3, right?
A. Right.
Q. And that's your document and mine, correct?
A. That's right.
So where is page 2?
Q. Let's keep going. The next page is the document -- is the one that has page 4 on the bottom on both, right?
A. Yes.
Q. And then let's go to the next page, page 2.
A. That's page 2.
Q. All right.
A. So they're out of order.
Q. They're out of order. Okay.
A. And then the last one doesn't have a number on it.
Q. Then the last one doesn't

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have a number.
A. Okay.
Q. Okay.
MR. GREEN: Could we go off the record for a second.
MR. FRIED: Yes.
THE VIDEOGRAPHER: We're off the record.
(Recess had.)
THE VIDEOGRAPHER: We're back on the record.
MR. FRIED: We want to clarify, the documents that Dr. Sherman provided in response to discovery were obtained by his attorney previously through his divorce attorney Gary Okin.
MR. GREEN: Or who was previously handling this case.
MR. FRIED: Right.
MR. GREEN: One of the two.
MR. FRIED: Or Richard Selby previously in this case.
MR. GREEN: Correct.
THE WITNESS: Or maybe Mr. Wolf.
MR. GREEN: Sandy, there's no

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question to you right now.
THE WITNESS: Oh, I'm sorry. I'm sorry. All right.
MR. FRIED: And those documents appear to be similar to what we have, that we were using as exhibits. But there may be a missing page 2?
MR. GREEN: Correct.
MR. FRIED: Okay. All right.
Let's go back on the record.
Q. When you responded to the interrogatories, you were being truthful and accurate to the best of your ability?
A. Yes.
Q. And you signed a verification. And that's attached here. That's what I'm handing to you as exhibit -- what are we on -- 18.
- - - - -
(Thereupon, Plaintiff's Exhibit-18 was marked for identification.)
- - - - -
Q. And that's -- that's a verification that you signed swearing

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under oath to the responses that you provided in the form of interrogatories?
A. Yes.
Q. Okay. And that relates to the document that is Exhibit 17, your verification?
A. Yes.
MR. FRIED: Can we mark this as Exhibit 19.
- - - - -
(Thereupon, Plaintiff's Exhibit-19 was marked for identification.)
- - - - -
Q. Did you ever see this document before?
A. Yes.
Q. When?
A. During my divorce.
Q. And how did it come to be in existence, do you know?
A. I have no idea.
Q. Did you ever talk to Aliza Sherman about it?
A. Oh, yes.
Q. When?

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A. I was either -- I think I was called by Merrill Lynch -- I don't remember by who -- that my power of attorney was taken away or revoked.
Q. Were you called immediately after it was revoked?
A. I have no idea --
Q. Okay. You don't know?
A. -- when I was called.
That was 10 years ago. I don't remember the date.
Q. Okay. So you just remember getting a phone call that your power of attorney was revoked?
A. Correct.
Q. Were there any lawsuits or claims that were presented against you around the time of July 2004 or earlier?
A. I had lawsuits in my malpractice practice before 2004, yes.
Q. All right. In the time frame of 2004, within say six months before this document was sent?
A. I don't think so.
Q. Does this type face look

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familiar to you?
A. Does what?
Q. The type face here look familiar to you?
A. I have no clue.
Q. Was this printed up on your printer?
A. I didn't -- my printer didn't work.
Q. Did Aliza have a printer?
A. That sometimes worked, I think so.
Q. And where was her printer located?
A. If it worked, it was in the basement.
Q. And did she have a computer?
A. In the basement. We all -- it was a family computer.
Q. Family computer. Okay. And what about the handwriting date of July 7th, 2004?
A. That looks --
Q. Whose handwriting is that?
A. That looks like her

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handwriting.
Q. That looks like her handwriting?
A. Yes.
Q. And the 61756864, that looks like her handwriting?
A. It doesn't look like my handwriting. I don't know if it really looks like her handwriting either. I don't think it does.
Q. And the Aliza Sherman signature, that -- you didn't sign that?
A. Absolutely not. Why would I sign a paper to revoke --
MR. GREEN: Sandy, just answer the question that's asked of you.
THE WITNESS: I'm sorry.
MR. GREEN: You're not here to ask Adam any questions.
THE WITNESS: I'm sorry.
Q. I don't know. Why don't you tell us why you would do that?
A. I did not sign that.
I'm sorry if I asked that.
Q. So when you were called,

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what happened?
A. I --
Q. Merrill Lynch called you. Somebody at Merrill Lynch called you and said that your power of attorney was revoked. What happened?
A. They explained to me that what would be necessary would be another one to give me my power of attorney back, or I didn't have trading capacity or capacity over her account.
Q. Okay. So who was it that told you that it had been revoked?
A. I don't recall.
Then I had a discussion with Aliza at length over this. And she agreed to give me back my power of attorney.
Q. Tell me about the discussion. When did it occur?
A. I don't recall.
Q. Where did it occur?
A. In my home.
Q. And did you have a new power of attorney document already in your

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possession when you had this discussion with her?
A. Absolutely not.
Q. How did you get a new power of attorney document?
A. I did not get a new power of attorney document. I discussed with Aliza that if she would like to handle the investing and paying all the major bills, which is what the -- my account was, now that she could gladly take it over or she could give me back the power of attorney, and I would resume. It didn't matter to me. It was all both of our moneys.
Q. So how did the power of attorney, the new power of attorney, come to be presented to Aliza, do you know?
A. I have no idea.
Q. Okay.
MR. FRIED: Let's mark this as Exhibit 20, please.
- - - - -
(Thereupon, Plaintiff's Exhibit-20

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was marked for identification.)
- - - - -
Q. Okay. Do you see Exhibit 20? Did you have a chance to look at that?
A. Yes.
Q. And do you see the first page, it says durable power of attorney?
A. Yes.
Q. And do you know whose handwriting appears on the numbers setting forth the account number?
A. Not mine.
Q. Whose handwriting is Sanford Sherman?
A. Not mine.
Q. Do you see page 2, there's initials on the last three portions?
A. Yes.
Q. Those aren't Aliza's initials, are they?
A. They appear to be her initials.
Q. They appear to be hers. You didn't sign your name to this?

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A. No.
Q. You didn't place those initials there?
A. No.
Q. And on the next page, the initials on the next page, page 3 of this document, did you place your initials there?
A. No.
Q. Whose handwriting is the December 17th, 04 on the fifth page?
A. That does not appear to be mine.
Q. It doesn't appear to be Aliza's either, does it?
A. I don't know.
Q. And that signature, Aliza C. Sherman, that's not her signature, is it?
A. That appears to be her signature, yes.
Q. You didn't place your -- you didn't sign her name to that line?
A. No.
Q. Who's Mark Martin?

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A. Scott Spiegle said I think he's the maintenance director of the building on Chagrin. Because I did not recognize his name, and I called him.
Q. So Scott -- and when did you call him? Is this also in -- is that also in the past month?
A. Yeah. I think a week ago when I didn't understand that Darlene's -- I had no clue who she was either.
Q. Okay. So Mark Martin, according to Mr. Spiegle, was the maintenance director?
A. Yeah. I think he still is.
Q. Okay. And your signature is on the bottom portion, correct?
A. Yes.
Q. As well as the detailed information?
A. No, doctor is not my handwriting. Self is not my handwriting. The agent's account number isn't my handwriting. I don't even know if the numbers are my handwriting. But that's my signature.

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Q. Do you know if Steve Green or Jim Surso participated in the execution of these documents that we've marked as Exhibit 20 or Exhibit 19, Exhibit 16 or Exhibit 15?
A. I don't know if they did. I doubt they did. I never asked them if they did.
Q. Okay.
MR. FRIED: Can we mark this as an exhibit.
- - - - -
(Thereupon, Plaintiff's Exhibit-21 was marked for identification.)
- - - - -
Q. This is a document dated 12-18, 2004 drawn on an Ohio Savings Bank to a Ken Nahnstedt. Did you ever see this document before?
A. I don't know if this is a document I sent him. I know I sent Ken or Ken -- yeah, Ken, $500 for Christmas usually every year. I don't know why I would have said John Smith.
Q. Why would -- it does say

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John Smith though, right?
A. Yes.
Q. You have used the alias John Smith before, haven't you?
A. Never.
Q. You've used other aliases, as well, haven't you?
A. Never.
Q. But you sent $500 to Ken Nahnstedt, and the name John Smith appears there?
A. Maybe whoever filled this out -- it wasn't me who typed this -- wrote it in. I have no clue who typed this in.
Q. Well, you sent him an official check. You could have given him cash. You could have written him a letter with a check. You sent him an official check, right?
A. I sent him a check every year. Let's take a look at the other years. I don't remember ever filling in John Smith.
Q. And what you're sending him

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is a $500 gift?
A. Christmas bonus.
Q. Christmas bonus?
A. Yes.
Q. Why did you close your safe deposit box in May of 2014?
A. I closed it because after seven years, my mother's documents weren't necessary. And I had a number of safety boxes in Ohio Savings, and I consolidated them into one.
Q. What did you keep in that -- in those safety deposit boxes?
A. I kept my mother's documents mostly. I kept in one some of my jewelry, some of my baseball cards, titles to my cars and deeds to my house.
Q. Okay. And how often would you enter the safety deposit box?
A. I don't know. I'm retired. And I'm in the mall just about every day. So I don't know.
I frequently wanted to look at my mom's handwriting, so maybe once a week.

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Q. So you would go into the safety deposit box to look at your mom's handwriting once a week?
A. Yes.
Q. What kind of baseball cards did you have in there?
A. I had a few baseball cards.
Q. Ever have those baseball cards valued?
A. They were worth a few hundred dollars.
Q. And what were the baseball cards?
A. I think they were some Griffey rookies.
Q. And what did you do with those baseball cards?
A. I gave them to Josh.
Q. When did you give them to Josh?
A. After I opened the box, right after my power -- when I became executor, I waited a while, because I had forgotten, because my boxes were

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frozen.
And I brought Josh with me -- I think I already was an executor -- because I wanted to give him the deed to the house. And I opened the box. And I had a couple cards in there. So I gave him the deed to the house and I gave him the cards.
Q. Did you open a box before the divorce?
A. Before my divorce I opened my boxes all the time.
Q. Why did you open a box in June of 2013 -- 2011? Did you open a box in June of 2011?
A. I don't recall.
Q. Do you know why Josh opened a box?
A. I have no idea what Josh does.
Q. You didn't go to the bank with Josh to open up a safe deposit box?
A. Never.
Q. So if Josh opened up a

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safety deposit box on July 12th, 2011, you have no idea about it?
A. Correct.
Q. And you didn't direct him to do it?
A. Never.
Q. And you never had a conversation with Josh about hiding money?
A. Never.
Q. So if Aliza said that, it wouldn't be true?
A. If Aliza said what, please?
Q. That you had talked to Josh about hiding your money?
A. I don't know what she said.
Q. If she said it, it wouldn't be true?
A. I never hid money.
I don't understand your question really.
Q. Okay. Do you have any idea what Josh would have put in his safety deposit box?
A. No. Nor in -- what Aliza

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put in her box.
Q. Did Aliza have a box?
A. She told me she had a box.
Q. Do you know if she ever accessed a box?
A. She told me she had a box.
Q. Where was her box?
A. I don't know. She told me once she had a box.
MR. FRIED: Could we mark this as an exhibit.
A. May I ask somebody for another bottle of water or should I go out and get one?
MR. WINTER: Oh, we can get one for you.
THE WITNESS: Sorry to trouble you.
MR. FRIED: No, it's not a problem.
A. Oh, is this something new? I'm sorry.
MR. GREEN: Are we off the record?
THE VIDEOGRAPHER: No, we're on

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the record.
Q. There you go.
A. Thank you very much.
- - - - -
(Thereupon, Plaintiff's Exhibit-22 was marked for identification.)
- - - - -
Q. You're welcome.
Did you have a chance to read that document which we've marked as Exhibit 22? Did you have a chance to read that?
A. Briefly, yes.
Q. You've seen it before, haven't you?
A. Never.
Q. So this document was never provided to you by your attorney during the period of the divorce?
A. No.
Q. You didn't know that there was a settlement demand being made of you on December 12th, 2012?
A. I was told that there was a ridiculous counteroffer to my offer.

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Q. And did you learn what that counteroffer was?
A. For all assets and then some.
Q. And that made you upset, didn't it?
A. No. I thought it was ridiculous.
Q. Okay. So you didn't respond?
A. I don't know what my attorney did.
Am I allowed to answer questions that you're asking that I had talked to my attorney about?
MR. GREEN: No.
Just answer Adam's questions without asking him questions. And I'll take care of the objecting, if it has to do with the attorney-client privilege.
THE WITNESS: Thank you.
MR. FRIED: Can we mark this as an exhibit. I'm going to mark you two exhibits. And so this is Exhibit 23

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and Exhibit 24. 23 and 24. 23 and 24.

- - - - -

(Thereupon, Plaintiff's Exhibit-23 and Exhibit-24 were marked for identification.)

- - - - -

Q. Did you have a chance to look at Exhibit 24 and Exhibit 23?
A. Yes.
Q. Okay. Exhibit 23 is a letter, a fax cover with a letter dated January 31st, 2013 directed to Gary Okin, right?
A. Okay.
Q. And that letter dated January 31st enclosed a draft report of Jeffrey D. Firestone. That's what it says, right? Look at the page where it discusses the enclosures that are going along with the fax.
A. Okay.
Q. Okay. And this draft report, Exhibit 24, is the Jeffrey D. Firestone report that was attached to the letter that was sent to Gary Okin.

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A. Okay.
Q. You saw this, didn't you?
A. No.
Q. Your attorney never provided you a copy of this draft report from Jeffrey Firestone?
A. I saw some documents. I don't remember seeing this.
Q. You didn't see a forensic report identifying or detailing the asset transfers between 3769 -- I'm sorry, between -- let me reask the question.
You didn't see this report or any forensic report from a Jeffrey Firestone, is that what you're saying?
A. I remember seeing some data from him. I don't remember seeing this.
Q. So you didn't see a report. And you didn't -- no one told you that Aliza was claiming that she didn't sign the power of attorney from the Merrill Lynch account?
A. I remember there was some discussions with Mr. Okin about that.

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And I remember that he said that --
MR. GREEN: Objection. Don't discuss anything you discussed with Mr. Okin.
A. Okay.
Q. But you knew at some point that Aliza was claiming that she never signed the power of attorney document to the Merrill Lynch account, right?
A. I don't recall that.
Q. Now you don't recall that?
A. I don't recall exactly what was stated.
Q. Okay. When did you learn that there was an allegation that Aliza didn't sign the power of attorney document?
A. I don't recall the discussions with my attorney about that. I didn't understand really what was going on.
Q. You had no idea?
A. I understood she made some allegations. I don't really understood what they were until really when this

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stuff began.
Q. And is it fair to say that you didn't receive a copy of the Firestone report?
A. I got some Firestone information. I don't remember seeing it in this format.
Q. And you don't recall reading the Firestone report, is that what you're saying?
A. I remember reading over some of his information. And I remember that we were going to think about getting our own forensic accountant to figure out what he had to say about this.
Q. Okay.
A. But I don't remember seeing this in this format.
Q. But you recall in January of 2013, towards the end, being told that Aliza was claiming that she didn't sign the power of attorney document that was used to transfer money from her account to yours?
A. I recall that there was --

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I'm not allowed to discuss what I discussed with my attorney.
Q. I'm asking what you recall. I'm sorry?
A. I recall that Aliza hired a forensic accountant. I recall his name to be Mr. Firestone.
I don't recall seeing this specifically. I don't specifically recall that she denied signing that, because that would not be true.
Q. You confronted her about it, didn't you?
A. About what?
Q. About her allegation on the power of attorney, didn't you confront her about it?
A. You just stated did I know that she was not claiming that she didn't do it.
Q. Are you saying --
A. Correct?
Q. -- now as you sit here today --
A. Yes.

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Q. -- that you had no idea that she was claiming that she didn't sign the power of attorney document that allowed you as an agent to transfer funds from her account?
A. I don't recall the exact discussions. I knew there was a problem with the Merrill Lynch account.
Q. And you knew the problem related to her claim that she didn't sign the power of attorney document, right?
A. I don't -- I don't recall that.
Q. You don't. Did you talk about that issue, the power of attorney, with Josh Sherman?
A. No.
Q. Did you talk about the power of attorney issue with Larry Shanker?
A. No.
Q. Did you talk about the power of attorney issue with Stephen Green?
A. No.
Q. Did you talk about the power

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of attorney issue with anybody besides your attorney?
A. No.
Q. Did you ever offer to Jason, Jeremy or Josh the ability to speak to your attorney about settlement issues?
A. To speak to my attorney?
Q. Yeah.
A. I offered a settlement to all four. I asked all -- I sent you the letter, myself, without my attorney, that I wanted all four of my children -- are we talking about the inheritance now?
Q. I'm going to ask -- let me reask the question, so it's --
A. Okay.
Q. -- clear on the record.
A. Because I don't understand it.
Q. Did you ever offer to Jeremy, Jason, Josh or Jen to allow them to talk with your divorce attorney about the issues relating to settlement within the divorce?

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A. Oh, that, I don't recall doing that.
Q. If you did, would that have been an accurate offer?
A. I don't -- I didn't get my kids involved. I tried not to get my kids involved in the divorce at all. I thought you meant --
Q. I understand.
A. -- the estate that I gave them.
Q. After your wife -- after Aliza was killed, did you offer to have them talk to your attorneys?
A. I offered them to talk amongst themselves and divide up any and all of the assets in any way possible, whether it be in equal fourths split or divide it up any way possible, not with my attorney. And all three of the boys agreed. Jen did not.
Q. Did you engage in text messages with Jason or Jeremy?
A. Of course I've texted them.
MR. FRIED: And can we mark this

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as an exhibit.
- - - - -
(Thereupon, Plaintiff's Exhibit-25 was marked for identification.)
- - - - -
A. Thank you.
Q. Whose phone number is 789-6543? Is that your number?
A. Yes.
Q. Do you still have text messages going back to January of 2013 between you and Jeremy?
A. I don't know. I can check. Texts?
Q. Yes.
A. I may have some.
Q. Would you have deleted them or you might still have them?
A. I don't know.
Q. Okay.
A. These are not my -- this is nothing I said.
Q. So you did not -- these are not text messages that you sent to Jason, Jeremy or Josh that replied to

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you?
A. I may have sent the last one. I don't recall the others.
Q. Okay. So you might have said Shabbat shalom, I miss and love you?
A. Yes.
Q. But you don't recall sending the others?
A. I would never say call the fucking warden back --
Q. Okay.
A. -- to my children, ever, ever.
Q. Do you know if that was Jeremy saying that to you?
A. Oh, I don't remember.
Q. Okay. Did you ever say to Jeremy in text or writing or any other way that the Shoags caused Aliza's death?
A. No.
Q. Did you believe that?
A. No.
Q. Did you ever believe that it

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was the Staffords that caused her death?
A. Caused her death?
MR. GREEN: Objection.
A. I don't believe -- I don't know if they caused the death. I believe that Joe Stafford rejected any offer Aliza brought her. And perhaps if this would have been settled before, she might have not been, if that's where she was that day. And I don't know.
Q. Okay.
A. But I don't know anything about this.
Q. There is a text message on March 29th, 2003 at 1:47 p.m.
A. Okay.
Q. Do you see that text message?
A. Yeah.
Q. It starts, I still want Jazmine and Leo no matter what. I have more fights for them than her. Did you write that?
A. I don't remember.
I would have never wrote the

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Shoags caused mom's death.
Q. Okay.
A. Never.
Q. Mom got those unethical Staffords' name from them. Did you write that?
MR. GREEN: Objection. Adam, we're going far afield. I've given you latitude again. But I think we're passed the judge's order.
These have nothing to do with financial issues. I'm going to instruct him not to answer based on the judge's order.
Q. Do you have a letter that shows that the Staffords wanted more and more legal fees?
A. No.
Q. You have no letter?
A. No.
Q. Did you ever gain access to the Staffords' communications with Aliza during the period of the divorce?
A. No.
Q. Did you ever gain access

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with -- with Greg Moore's communications with Aliza during the period of the divorce?
A. No.
MR. FRIED: Can we take a break?
THE VIDEOGRAPHER: We're off the record.
(Recess had.)
MR. FRIED: All right. It's getting kind of late. And there's some issues that we need to work out with the judge as to the scope of our questioning.
So I'm going to try to clean up a few minor things before we break for the day. And then we'll reconvene after we speak with the judge hopefully sometime in the next week or two.
Q. How tall are you?
A. 6 feet.
Q. 6' 8"?
A. 6 feet.
Q. 6 feet. Sorry. I couldn't hear you.
And how much do you weigh?

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A. 254 the last time I was weighed.
Q. And have you had any increase in the weight in the last two years?
A. Yes.
Two years? I don't know how much I weighed two years ago.
Q. Last year?
A. I don't know how much I weighed last year.
Q. But you've increased in weight?
A. Actually I think I -- a year ago I was more like 280.
Q. So you --
A. I went down here.
Q. So you were larger a year ago?
A. Yes.
Q. Do you have a passport?
A. Yes.
Q. And when was your passport issued?
A. I don't know.

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Q. Have you renewed your passport in the last three years?
A. I don't know.
Q. Do you still -- you still have your original passport?
A. I have my new passport.
Q. And when did you get your new passport?
A. I don't know.
Q. Do you have your old passport?
A. I don't know.
Q. Have you been to Israel?
A. Never.
Q. [redacted], what was the extent of the time period of the affair that you had with her?
A. I knew her probably from 2006 to 2010 or beginning of 2011.
Q. Did she know you were married?
A. Yes.
Q. Were moneys provided to her from the account that you considered to be used for family purposes?

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A. Never.
Q. Were there any other women during your marriage that you had an affair with?
MR. GREEN: Objection. If you want to ask him if he gave money to other women, go ahead and ask him that.
Q. That's the question.
MR. GREEN: You can answer.
A. Answer? Would you repeat what you'd like me to answer?
MR. FRIED: Would you please read back the question.
(Record read.)
MR. GREEN: Same objection. You can answer.
A. Could you define affair.
Q. Okay. Sexual relations?
A. Yes.
Q. Who?
A. During the divorce, I think her name is [redacted], she invited me to her condo twice and performed oral sex on me.
MR. GREEN: Sandy, you don't need

to go into the details about what happened. Just answer the questions.
THE WITNESS: Okay.
MR. GREEN: Note the objection to that. And move to strike it.
Q. [redacted] is she a Clevelander?
A. Yes.
Q. Anyone else?
A. Not that I recall.
MR. FRIED: All right. Let's suspend the deposition. And then you and I and Jason can figure out when we can call the judge and figure out when we could get in there. Does that make sense to you?
MR. GREEN: Yes.
MR. FRIED: I appreciate it. Thank you.
THE VIDEOGRAPHER: We're off the record at 4:10 p.m.

CEFARATTI GROUP FILE NO. 18938
CASE CAPTION: JENNIFER SHERMAN, CO-EXECUTOR, ETC. VS. SANDFORD SHERMAN, ET AL.
DEPONENT: SANFORD J. SHERMAN
DEPOSITION DATE: NOVEMBER 20, 2014

(SIGN HERE)

The State of Ohio,)
County of Cuyahoga,) SS:

Before me, a Notary Public in and for said County and State, personally appeared SANFORD J. SHERMAN, who acknowledged that he/she did read his/her transcript in the above-captioned matter, listed any necessary corrections on the accompanying errata sheet, and did sign the foregoing sworn statement and that the same is his/her free act and deed.

IN TESTIMONY WHEREOF, I have hereunto affixed my name and official seal at , this day of , A.D. 2014.

Notary Public Commission Expires

ERRATA SHEET

PAGE	LINE	CORRECTION AND REASON

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CERTIFICATE

State of Ohio) SS.:
County of Cuyahoga)

I, Janice M. Rogers, a Notary Public within and for the State of Ohio, duly commissioned and qualified, do hereby certify that the within named witness, was duly sworn to testify the truth, the whole truth and nothing but the truth in the cause aforesaid; that the testimony then given by the witness was by me reduced to stenotypy in the presence of said witness; afterwards transcribed, and that the foregoing is a true and correct transcription of the testimony so given by the witness.

I do further certify that this deposition was taken at the time and place in the foregoing caption specified.

I do further certify that I am not a relative, counsel or attorney for either party, or otherwise interested in the event of this action.

I am not, nor is the court reporting firm with which I am affiliated, under a contract as defined in Civil Rule 28 (D).

IN WITNESS WHEREOF, I have hereunto set my hand this day of , 2014.

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Janice M. Rogers, Notary Public within and for the State of Ohio

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My commission expires August 7, 2017.

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IN THE COURT OF COMMON PLEAS

OF CUYAHOGA COUNTY, OHIO

JENNIFER SHERMAN, CO-EXECUTOR

OF THE ESTATE OF ALIZA SHERMAN,

Plaintiff,

vs. Case No. CV-14-827479

SANFORD J. SHERMAN, et al.,

Defendants.

- - - - -

CONTINUED VIDEOTAPED DEPOSITION OF

SANFORD J. SHERMAN

Volume II

Taken on Tuesday, May 12, 2015, at 10:05 a.m.

At the offices of:

Reminger

1400 Midland Building

101 Prospect Avenue, West

Cleveland, Ohio

Before Janice M. Rogers, a Registered Professional Reporter

and Notary Public in and for the State of Ohio

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APPEARANCES:
On behalf of the Plaintiff:
Reminger, by
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On behalf of Joshua A. Sherman:
Cavitch, Familo & Durkin, by
MICHAEL C. COHAN, ESQ.
Twentieth Floor
1300 East Ninth Street
Cleveland, Ohio 44114-2876
(216) 621-7860
ALSO PRESENT:
Steve Henschel, Videographer

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THE VIDEOGRAPHER: Today is May 12, 2015. We are on the record at 10:05 a.m.

SANFORD J. SHERMAN, of lawful age, called for examination, as provided by the Ohio Rules of Civil Procedure, being by me first duly sworn, as hereinafter certified, deposed and said as follows:

EXAMINATION OF SANFORD J. SHERMAN BY-MR.FRIED:

Q. Dr. Sherman, thank you for returning to complete your deposition.

A. You're welcome.

Q. As you recall, we started your deposition on November 20th, 2014. Do you remember sitting here for your deposition at that time?

A. Yes.

Q. Have you had a chance to review your testimony from November 20th?

A. Yes.

Q. So you've read your transcript?

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A. Yes.

Q. Have you talked to anybody about your testimony, what you said?

A. No.

Q. Your responses to the questions on November 20th were true and accurate to the best of your ability?

A. Yes.

Q. So I hope to be substantially shorter in time than I was last time. And so let's get started.

As part of the divorce proceedings against Aliza Sherman, you had to prepare certain paperwork for filing with the court. Do you recall preparing paperwork to be filed with the court?

A. I recall my lawyer doing that, yes.

Q. Okay. Do you recall preparing any documents that identified what your monthly -- your family's monthly expenditures were?

A. Yes.

Q. And did you prepare that or

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did your attorney prepare that?

A. We did it together.

Q. Okay. And you recognized and understood at the time that you prepared it how important the document was, correct?

A. Yes.

Q. And you did your best to be accurate, correct?

A. Yes.

Q. You had the opportunity in preparing the document to consult with your own financial documents, correct?

A. Yes.

Q. And, in fact, you prepared the documents in concert with your attorney to make sure that you prepared it accurately, correct?

A. Yes.

Q. And when you prepared such a document for filing with the court, you did so honestly, right?

A. Yes.

MR. FRIED: May I mark that as an exhibit?

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THE NOTARY: Did you want to start with 1, or?
MR. FRIED: Whatever the last number was.
- - - - -
(Thereupon, Plaintiff's Exhibit-26 was marked for identification.)
- - - - -
(Discussion off record.)
Q. Did you have an opportunity to review what we've handed you as Exhibit 26?
A. Would you like me to review it now?
Q. Yes, please.
Did you have a chance to review that?
A. Yes.
Q. Do you recognize that document?
A. Yes.
Q. Would you tell us what it is?
A. This was the first such of a document I think that I filled out in

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answering a number of questions specific to expenses. I think a similar one was done later with Mr. Okin.
Q. Okay. It's true, is it not, that this is a motion for pendente lite with affidavit and notice that you participated in filling out and executed, correct?
A. That's what it says, yes.
Q. Okay. And on the date that this was filed in relation to your divorce, you affirmed that the family monthly expenditures were $10,135 a month, correct?
A. If that's what it says, yes.
Q. And that was accurate when you signed it, correct?
A. To the best of my knowledge, yes.
Q. All right. So you said that you filled out another one with Mr. Okin?
A. I think there was something like this filled out.
Q. And why do you recall -- not

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why do you recall. Why did you fill out another one?
A. There was some sort of form right before we were going to court to fill out. I don't know if it was this or not.
Q. When you say a form that you were filling out before you went to court, what do you mean by before you went to court?
A. I don't know if it was similar to this. I don't think it was. Maybe it was just something else.
Q. Allow me to clarify, if I can, the question. When you said you went to -- just before you went to court, were you referring to a trial that was to go forward in March of 2013?
A. There were many times we were going to court that were canceled.
Q. Okay. And on --
A. As our trials were consistently canceled when the opposing counsel either was hospitalized for

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cardiac issues or shortly before there was a fire alarm in the building. I had tried to go to court for a long time before the actual court came.
Q. Again my question was simple. The form that you're referring to, to having filled out with Mr. Okin, that was similar in nature to the document we've handed to you marked Exhibit 26, was that shortly before the trial date set in March of 2013?
A. Now that I've looked at it again, it was not this form. It was just other paperwork that I filled out.
Q. Okay. The other paperwork that you're referring to that you filled out --
A. Yes.
Q. -- was that shortly before the trial date of March -- set to go forward in March of 2013?
A. I filled out multiple paperworks and many times. I don't remember which time I filled out what.
Q. Okay. All right. So is it

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fair to say during the period of your divorce proceedings, you never claimed to have family monthly expenses in excess of 10,000?
A. I don't recall.
Q. You don't recall ever claiming that?
A. I don't recall ever claiming that. Because if I was to fill out another one of these, my legal expenses were extravagant, so that -- if that would have been included in my monthly expenses, they would have been much higher than this.
Q. Okay. You didn't have legal expenses in relating -- relation to your family prior to the filing of the divorce, am I correct?
A. Correct.
Q. Okay. So it's fair to say that your family monthly expenditures were in the neighborhood of $10,135 as you claimed on your affidavit that we have in front of you?
A. Correct.

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Q. Okay. And they were never more than that, am I right?
A. I don't know if I'd say never.
Q. Oh, okay.
A. So I'd say I can't agree with that.
Q. Okay. So --
A. And, in fact, I'd say that my children's private educations until their years of 18 and their college educations, if they were included in these numbers, they would be extremely much larger than $10,000 a month. I don't know if there's a category that includes tuitions, because I briefly looked over it for about one minute.
Q. If there was a category there that included tuitions, you would have been accurate in your filling that out, correct?
A. When I filled this out, it was accurate.
Q. Okay. So have you ever accessed Aliza Sherman's medical records

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at the Cleveland Clinic?
A. Never.
Q. Have you ever accessed Aliza Sherman's medical records at Tod Podl's office?
MR. GREEN: Objection.
A. Never.
Q. Have you ever accessed Jennifer Sherman's medical records --
MR. GREEN: Objection.
Q. -- at the Cleveland Clinic?
MR. GREEN: During what time frame, Adam?
MR. FRIED: The question was ever.
A. Never.
Q. Okay. Has anybody ever provided to you or shared with you content that consists of information contained in Aliza Sherman or Jennifer Sherman's medical records?
MR. GREEN: Objection.
A. May I ask a question, please?
MR. FRIED: Please read back the

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question.
Q. After you answer the question, you can ask your attorney a question.
(Record read.)
MR. GREEN: Objection. I'm going to ask you to ask the question separately, Adam, per person.
Q. Okay. That question with regard to Aliza Sherman?
MR. GREEN: Objection. You can answer.
A. I never accessed any records in regards to Aliza Sherman.
Q. I didn't ask you if you accessed. Has anybody provided you content or information?
A. No.
Q. What about with regard to Jennifer Sherman?
MR. GREEN: Objection. I just want to be clear on the record. During what time frame? He's her father. So you're asking if he accessed medical records from the day she was born?

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MR. FRIED: I'm asking -- yeah. It was a blanket question in terms of all time. We'll narrow it depending on his response.
MR. GREEN: You can answer. Note the objection.
THE WITNESS: I'm sorry?
MR. GREEN: You can answer. Note the objection.
A. I don't recall seeing her medical records.
Q. Okay. Did anybody share with you any content or information that would have been contained in Jennifer's medical records?
MR. GREEN: Objection. You can answer.
A. No.
Q. Have you ever heard of the diet pill Adipex?
A. No.
Q. No. Do you know if any diet pill or any pill of any sort was prescribed to Aliza Sherman by Jim Surso?

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MR. GREEN: Objection.
A. No.
Q. Do you know if any diet pill was prescribed to Jennifer Sherman by Jim Surso?
MR. GREEN: Objection.
A. No.
Q. Okay. Have you ever given -- I'm going to withdraw the question.
You indicated that you had given a $500 bonus to Ken Nahnstedt?
A. I think his name is Nahnstedt.
Q. Nahnstedt. And you had been doing that for years?
A. I don't recall how many years.
Q. Ken Nahnstedt works where?
A. At Baker & Company.
Q. Have you given Christmas bonuses to other brokers?
A. No.
Q. What is it that Ken Nahnstedt did that caused you to provide Christmas bonuses to him?

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A. He answered the phone frequently.
And also I think he went through a divorce. And he had two children, and he was an excellent father. And he was short of funds. And I felt I could afford to give him a bonus for his excellent work.
Q. Have you ever opened up an account in an alias name?
A. No.
Q. You've never opened up an account in the name of John Smith?
A. No.
Q. Do you have any writings or correspondence by and between you and Ken Nahnstedt?
A. I think he might have thanked me for my bonus. Otherwise we have no correspondence.
Q. Okay. Is he still employed at Baker?
A. I haven't talked to him in a while, so I wouldn't know.
Q. When is the last time you

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recall talking to him?
A. Six months, a year.
Q. Okay. When is the last time you spoke with Joel Newman?
A. Yesterday.
Q. And how is he doing?
A. Overall he has some issues, but he's doing okay.
Q. Do you know what issues he has?
A. He's had some personal issues.
Q. Okay. Where is he living now?
A. I think he lives in Shaker Heights.
Q. And do you know what his phone number is?
A. No. I have it, but I don't know his number.
Q. Has he -- has Joel Newman ever represented you as an attorney?
A. Yes.
Q. In what circumstances?
A. I was in a motor vehicle

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accident hitten by a drunk driver. And initially Joel represented me. And then he gave me to David Guidubaldi.
Q. Okay. Has he represented you as an attorney on any other matter?
A. Maybe in dealing with the closing of the purchase of one of my two homes on Penshurst he acted in some capacity.
Q. He's also your cousin, is that correct?
A. Yes.
Q. And a friend of yours?
A. Yes.
Q. So if we were to sum up all circumstances in which Joel Newman provided you legal representation, it would be in the automobile accident and potentially in the sale of the Penshurst property?
MR. GREEN: Objection. You can answer.
A. He may have represented me in something else, but it doesn't come to my mind.

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Q. Okay. Why did you think that putting money into account, an account titled in Aliza's name would protect you -- protect your assets from creditors?
A. I asked and answered that in the first deposition. Do I need to do it again?
Q. The answer stands -- or the question stands.
MR. GREEN: You can answer the question.
A. Okay. I was a physician practicing. And my malpractice carrier named PIE went bankrupt. When that lawsuit occurred, I think either before or just after I was sued, and I had no insurance.
Q. Okay. Let me -- let me again reask --
A. No malpractice insurance.
Q. Let me reask the question. The question was not the same that had been asked of you before, I don't believe.

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Why did you believe that putting funds in Aliza's name would protect you from your creditors?
A. I'm going to get to that.
Q. Okay.
A. And when PIE went under, my cousin Joel mentioned to me --
MR. GREEN: Objection. I don't want you to reveal any discussions that you had with Joel Newman as your attorney giving you legal advice.
MR. FRIED: He's already answered and waived that issue.
A. When he -- when he gave me the advice on placing this, it was as a friend, not as an attorney.
Q. Okay.
A. He said that -- I don't have any insurance. And I said, what should I do? And he said that you need to get new malpractice insurance.
And that if you place assets in Aliza's name and your name, after they've been in her name for a year, then they would be protected by

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creditors.
Q. And did you understand why? Why would a creditor not be able to -- why would a creditor of yours not be able to get to the assets in Aliza's account?
MR. GREEN: Objection. You can answer, if you know.
A. I don't understand why he said that. All I remember is that he told me that.
Q. And your understanding though was that Aliza would contend they're not your assets, meaning Sanford Sherman's assets, if a creditor came after them, but they were her assets, correct?
MR. GREEN: Objection.
A. Absolutely not. Aliza was well aware of the fact that all of our assets were joint family assets.
Q. I'm not talking about between the two of you. All right. You've already said that.
I'm talking about if a creditor of yours came to Aliza and said, give

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me the moneys in that account that you had set up in her name, what did you understand her response would be?
MR. GREEN: Objection.
Q. These are also Sanford's assets?
A. I don't know what her response would be.
Q. Well, if her response was, these are also Sanford's assets, what would the creditor say, do you know?
MR. GREEN: Objection. I'm instructing him not to answer on speculation.
Adam, before this gets out of hand, Rule 30 D indicates that you cannot harass or annoy a witness. And we have the right to move to terminate this deposition, if you're going to ask him speculative questions like that for the purpose of annoying and harassing. We will end this right now or we'll get the judge on the phone.
MR. FRIED: Sure. We're on video, so I would assume that the court

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could understand that I'm asking legitimate questions.
He's made a defense that these were assets. If you want to waive that defense that these were his assets, though in Aliza's account, then we won't ask the questions.
MR. GREEN: It's the speculation that you're asking that I have an issue about. You're asking him to speculate about what a third party would say.
Q. Well, you had conversations with Joel Newman on the subject, didn't you?
A. No. I had --
Q. No?
A. Once he mentioned this to me, I never had further conversations.
Q. You never had further conversations. And you didn't really bother to find out what the features of having an account in Aliza's name were in relation to creditors?
A. No. But all marital assets were owned by both parties.

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Q. Okay. What happened to the house that Aliza owned on her death?
A. The house was not owned by Aliza. It was owned by both of us.
Q. It was titled in her name, was it not?
A. Yes.
Q. Okay. So what happened to the house upon her death?
A. When I was the executor, I inherited all of Aliza's assets.
Q. Okay.
A. And I gave up my right to all of the assets --
Q. All right.
A. -- to my children.
Q. You would agree that when Aliza died, the house that was titled solely in her name became an asset of her probate estate, correct?
MR. GREEN: Objection. You can answer.
A. I don't know if it was an asset of the probate estate. I assume -- I guess it was given to the

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children, it was. But while we were married, it was a joint asset.
Q. Okay. But again on her death, because the house was titled in Aliza's name, it became an asset of her probate estate, correct?
A. If that's the law, yes.
Q. To be distributed to the beneficiaries under her will, correct?
A. Correct.
Q. Okay. And any account that she would have held in her name, titled in her name at death would have gone to her probate estate to be distributed, correct?
MR. GREEN: Objection.
A. I don't think so. I think accounts that were TOD or POD that were in her name do not go to the probate estate. I think they go to the individual.
I don't know the rights of any of the other accounts. So the answer would probably be not correct.
Q. Okay. Did you come to learn

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how a power of attorney might affect creditor protections in regard to -- regard to an account titled in someone else's name, in this case, Aliza's account?

A. No.

Q. So no one told you that the power of attorney that you had to exercise rights over Aliza's account would affect the issue as to whether a creditor could attach that account?

A. No.

Q. What did you and Joel Newman talk about yesterday?

A. I asked him if he can give me a ride to the airport when I go home to Florida.

Q. Is that all you talked about?

A. Hi, how are you.

Q. You didn't talk about the deposition or the issues in the deposition?

A. I discussed this with no one.

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Q. Okay. At the time of your divorce you had a vehicle. What was it?

A. A Lexus LX 470.

Q. And the Lexus LX 470, where is that now?

A. I traded it in for my present vehicle.

Q. And to where did you trade it in?

A. JM Lexus in Florida.

Q. Do you know if that car went overseas?

A. I have no idea of the disposition of the car after I traded it in. It was no longer my -- my asset.

Q. At the time that you traded in that car, did you have discussions as to where that car would go?

A. Absolutely not. It did not belong to me.

Q. Were there any contractual agreements with the entity to whom you traded that car in discussing the disposition of that car?

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A. No.

Q. Do you know Darlene Morganti?

A. That was asked and answered during the first deposition.

Q. And the answer is still no?

A. I don't know her. It was a name that was written or signed on an affidavit. That I had asked Scott Spiegle, and he said she was a past employee of Merrill Lynch.

I'm a little confused. I thought I wasn't going to be asked the same questions as I was asked before. May I ask that of you?

Q. Okay. How did you decide when it came time to split money, put money into Aliza's account money in your own account which money would be split and how much?

A. There was no decision made. All moneys, other than the moneys I inherited my -- by my mother that were not commingled with my moneys were our assets.

Q. Again how did you decide how

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much money would put -- be put into Aliza's account? Was it 50/50 of the non-commingled assets?

A. There was -- there was no decision-making process.

Q. Well, somebody made a decision to put money in, and someone made a decision of how much, correct?

A. I had money that was put into my account. And there was money in Aliza's account.

Q. Who put the money into Aliza's account?

A. Aliza put some money in her account as she worked. And I put money into her account if she needed more money.

Q. So you're saying that Aliza's work income went into the Morgan Stanley -- I mean, started the Merrill Lynch account number 61756864?

A. I think Aliza's moneys that she earned she kept in other accounts. However, I don't know if she made any deposits into that account.

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Q. Okay. Where did the deposit, the initiating deposit that went into Merrill Lynch account number 61756864 come from?
A. All moneys that came from the initial, when both accounts were set up, were my moneys that I had earned or invested and earned.
Q. Okay.
A. That we had invested and earned or I had earned in my practice of ophthalmology.
Q. Well, okay. So didn't your wife win money at a casino? Didn't she hit a lottery or a hit a --
A. We actually hit it together. And the gentleman in charge asked who the check to be made out to.
Q. Okay.
A. And my wife wanted it made out to her. So it was made out to her. It was a casino about 30 years ago.
Q. From what account were the moneys funded, do you know?
A. What account are you

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discussing?
Q. There were moneys funded into account number 61756864. From what account did those moneys come?
A. I don't know which -- if that's the account that had Aliza's name on it or is that the account that had my name on it?
Q. The account that had Aliza's name on it.
A. Those were from my assets that I had earned as an ophthalmologist and also from our family moneys prior to that date.
Q. And again --
A. All of our moneys were commingled. So the money that Aliza was titled to from the jackpot, I don't know how much is left after taxes and that, it was family money.
Q. Okay. Again there was an account that held funds before this Merrill Lynch account number 61756864 was created, am I correct?
A. There were many accounts,

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yes.
Q. Okay. And from one or more of those accounts did the moneys come to fund 61756864?
A. I don't know from which accounts came to fund it.
I will state that we had many -- my earnings created most of the accounts. And moneys were put into different CDs and different accounts in different names. Because each CD was only insured up to $100,000. And I had well money in excess of that, so I had to put it in different names.
Q. Again is it fair to say that you have no recollection from what money -- from what accounts the moneys that were put into the Merrill Lynch 61756864 account were funded?
A. I don't know specifically what accounts. But they were family moneys.
Q. Again do you have any recollection of what specific accounts were used to fund the 61756864 account,

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yes or no?
A. For an account that was created in 2010, I don't.
MR. GREEN: You can just answer the question yes or no.
A. No.
Q. Do you have any documents that would demonstrate from where those funds came?
A. No.
Q. Okay.
MR. GREEN: Adam, just for clarity, do you mean with him today or that exist at all?
Q. Exist at all that you're aware of?
A. Could you repeat the question, please?
MR. FRIED: Can you read that back?
Q. I'll ask the question again. I'm sorry.
Do you have any documents, do you possess any documents that would demonstrate from where the moneys came

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that were used to fund account number 61756864?
A. I have no documents.
MR. FRIED: Can we mark this as an exhibit.
- - - - -
(Thereupon, Plaintiff's Exhibit-27 was marked for identification.)
- - - - -
Q. Okay. I'm handing you what's been marked as Exhibit 27. And this contains a series of pages of documents we obtained from Merrill Lynch via subpoena. And they're Bates stamp number 3, 4, 5, 9, 10 and 11. Please take a moment to look at those documents.
Did you have a chance to look at those documents?
A. Yes.
Q. And on each of these pages there's a signature, correct?
A. Yes.
Q. And on each of these pages the signature is yours, correct?

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A. Yes.
Q. And if we could look at Bates stamp, the first page, Bates stamp Merrill Lynch production number 3.
A. Okay.
Q. What is this?
A. I have no idea what this is.
Q. Well, you prepared it, correct?
A. No. I just asked him to do things, my broker, and he did them. I did not prepare this document. I signed it.
Q. You signed it. So it was prepared by your broker and provided to you for your signature?
A. Correct.
Q. And so do you recall the conversation leading up to this document, why it was prepared?
A. To transfer assets from one account to another.
Q. Well, you were -- if I understand your testimony from -- at least part of your testimony from

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November 20th, 2014, you stated that the account in Aliza's name was going to be used to pay family expenses, correct?
A. Family expenses and investments. As all these assets were family assets, they were used for family functions.
Q. Isn't it true that there was authority to write checks from the Merrill Lynch account 61756864?
A. Yes.
Q. And are you aware of ever there having been a check issued to pay family expenses from that account?
A. I think I wrote one time one check for $10,000 --
Q. Okay.
A. -- with my power of attorney.
Q. So other than writing one check for $10,000 for your power of attorney -- using your power of attorney, no moneys of that account were used, in fact, for family expenses, am I correct?

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MR. GREEN: Objection.
A. They were all used for family expenses.
Q. Well, when you would incur a bill, you go to an account and you pay the bill, correct?
A. Yes.
Q. And you pay it with a check, correct?
A. Not always.
Q. But most often, correct?
A. No.
Q. You also get cash out of the account?
A. You would get cash. And I would pay bills also with credit cards.
Q. Okay. But then you would get a credit card bill, and you would pay the credit card bill with a check, correct?
A. Not necessarily. I would have the funds removed by the account.
Q. To go directly to pay the credit card bill?
A. Yes.

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Q. So if I were to understand the potential as to how bills get paid in your household, it would be either, A, write a check, B, have a direct withdrawal made to pay the bill or, C, what would be the other ways?
A. You could pay a bill in cash.
Q. Or pay a bill in cash, correct?
A. You can pay a bill writing a check, having the amount withdrawn direct from the checking account, using a credit card or paying cash.
Q. Okay. And from the existence of this account in 2000, May of 2000, until it was emptied out of all of its cash and stocks and/or investments, all you recall is writing one check from that account for family expenses in the amount of $10,000, correct?
A. I do not recall any other checks that I wrote, correct.
Q. And if a bill comes due, you

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need to raise cash sufficient to cover the bill, right?
A. To go to an account to pay the bill, yes.
Q. Okay. So on May 13th, 2009 this document is prepared. What was going on in May of 2009 that you needed to instruct these amounts of stocks to be distributed to your account?
A. I was no longer in the practice of medicine, with a viable practice, as I retired. So in my mind there was no need to protect assets from any lawsuits, because the year of discovery had passed.
And it was senseless, since Aliza wanted me to do the investing for our family, and she wanted me to use family funds to pay for the bills, to have two different accounts. So I asked her if it would be okay if I paid the bill or I gave her the option to pay the bill. And she asked me to pay some of these bills.
She also had her own checkbook,

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which she would ask for moneys for this to be deposited into to pay for family expenses and her enormous credit card bills.
Q. Okay. You paid her 10,000 a month? You provided her 10,000 a month, am I correct?
A. I provided her basically anything she ever asked.
Q. Again you provided her approximately $10,000 a month, correct?
A. I don't understand the question.
Q. Did you provide her more than $10,000 on a month -- a month on average?
A. I think our monthly expenses to that point were between 25 and $40,000.
Q. Okay. So that changed drastically when you did the affidavit in 2011, correct?
A. That was my living expenses.
Q. This was your family's expenses, correct?

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A. Your expenses only. This did not include my children.
Q. It did not?
A. Yeah. So these were the expenses that I had.
Q. So you took -- you took this letter, you signed it, and you gave it to Merrill Lynch to empty out these stocks that are identified on number 3, right, to put it into your account, correct?
MR. GREEN: Objection. You can answer.
A. I didn't take this letter. This letter was presented to me for my signature and signing.
Q. On your instruction?
A. Yes.
Q. And if Aliza wanted to transfer moneys into your account, why didn't you ask her to sign it?
A. Pardon? I'm sorry.
Q. Why didn't you ask Aliza to sign the transfer documents?
MR. GREEN: Objection.

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A. I discussed everything with it, and she approved my doing this.
Q. Well, if you discussed it with her, you could simply present it to her to sign, am I right?
A. It was addressed to me, so I signed it.
Q. So this was mailed to you?
A. I don't remember if it was mailed to me or I picked it up.
Q. Well, you say it was addressed to you. I see your address on the bottom by your signature. I don't see where it having been mailed to you. I see it having been sent to Stephen Spiegle, right?
A. This was -- as I recall, I called Steve Spiegle and asked him to do this. This was the letter that he had sent to me or asked me to come in and sign.
Q. Okay. So you called him, asked him to prepare a letter with instructions?
A. I didn't ask him to prepare

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a letter. I asked him to transfer assets.
Q. And in some form or fashion either you went to his office or he mailed this to you, and you signed it?
A. Yes.
Q. And if he mailed it to you, why didn't you give it to your wife to sign?
A. I'm sure I discussed it with you -- with her and she said for me to sign it.
Q. Okay.
A. These were all family matters and discussed with Aliza.
Q. Isn't it a fact the reason that you signed this, because your name is typewritten down on the bottom? Isn't that why you signed it?
A. I signed it because I was the one who discussed it with Steve. I think he sent it to me. I discussed it with Aliza. And my name was on the bottom. And i signed it.
Q. Let's look at page 4, which

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is the next page. What was the $69,000 for on that -- referenced on this?
A. I don't specifically recall. All of these were transferring funds that she approved, which were our family assets, from her account into my account, which were our family assets.
Q. Okay. Again this is a document that's mailed to Merrill Lynch, correct?
A. This is -- I was asked to sign this. That's all I recall.
Q. Well, there's no name block underneath signature. It's a signature for the account of Aliza Sherman, am I right? It's a request to --
A. Yes.
Q. -- transfer moneys from Aliza Sherman's account --
A. Yes.
Q. -- into your account --
A. Yes.
Q. -- correct?
A. Yes.
Q. And your signature is there,

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correct?
A. Yes.
Q. Again you didn't ask Aliza to sign it, did you?
A. I discussed it with her. And she told me to handle it.
Q. Other than you, as we sit here today, other than you, is there anybody who would say that you discussed this transfer with Aliza?
A. I discussed my personal assets with no one other than my wife and me.
Q. Okay. So it's fair to say that you're the only person as we sit here today who could say that you discussed it with Aliza, right?
A. If she was alive, she should rest in peace, she would say the same.
Q. And that's what she was telling her -- Jeff Firestone, right?
MR. GREEN: Objection.
A. I don't know what she said to Jeff Firestone.
Q. Well, you do know what she

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said to Jeff Firestone. She said she didn't -- wasn't aware of the power of attorney, am I right?

A. I was not aware of that.

Q. You never became aware that she said that during the divorce, is that fair to say?

MR. GREEN: Objection.

A. During the --

MR. GREEN: You can answer.

A. During the divorce, I really did not understand the power of attorney.

The only discussion I ever had with Aliza over the power of attorney was that she said they got 10 experts, handwriting experts, to analyze this. And none could say that I forged her signature for a power of attorney.

And I asked, what are you talking about? And she laughed and walked away. I truly knew nothing else about any of this.

Q. And the only -- only information you obtained on the subject

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of Aliza's claims about whether she signed or didn't sign anything was what she said to you in that moment when she said, I've got 10 experts?

A. Absolutely not.

Q. What else did she tell you?

A. In May of 2012, we had a settlement conference, Gary Okin and myself and Gregory Moore and Aliza in Judge Gold's chambers to try to resolve our divorce.

The issue was brought up. Usually the lawyers would talk. But this specifically was brought up by Aliza, what happened to the last money in my Merrill Lynch account? And Gary asked me. And I answered that the money was transferred to my account.

And she said, you didn't take it? I said, of course not. I used it for the family expenses. She said, can you prove that? Then we can settle this case. And I said, yes, I will try to prove it.

I called Steve Spiegle. He gave

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me a vice president at Merrill Lynch, whose name is Adam Schoesler, I think.

Q. Okay.

A. I don't know how to spell it. Maybe S C H.

And he wrote a letter addressed to me, and then stating to whom it may concern, the final $27,000 of assets that were, whatever Aliza's account number were in, were transferred to my name. For any further questions, please contacted him.

When I received this letter, I specifically gave it to Aliza, even though we usually never talked about anything. But she asked me if I ever got any documents. And I proved to her that I didn't steal any assets.

I also gave the letter to Gary Okin, who sent it to Mr. Moore. So Aliza was well aware of the fact in 2012 she had this account and the assets were not stolen by me. They were transferred with her permission, because they were joint assets, to my account.

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Q. Okay.

A. And her response was, this doesn't matter. This proves nothing. Joe Stafford said you have $20 million buried in the Caymans, and I will never settle with you.

Q. You were upset about that?

A. I wasn't upset with that. I said, this is a technique used by Mr. Stafford to continue him generating legal expenses. I never earned $20 million in my life. And I have no hidden assets, as Mr. Wolf stated in the courtroom in front of Judge Gold.

Q. Okay. So in May of 2012 you believed that Aliza would settle the divorce, if there was an issue, if you could demonstrate that you didn't steal the assets from the Merrill Lynch account?

A. No. She stated she'd settle the divorce the first time when I fired Mr. Wolf.

Later when I hired Mr. Okin, during our settlement conferences, this

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was the only thing that I recall she asked, what happened to the last $27,000 in my account? She didn't state, I claim -- and I said, don't you remember, I transferred it into my account, so we can pay family bills.

And she asked me if you can prove that. And I didn't know how to go about it. And I asked Steve Spiegle. And he gave me this guy. And I have this letter.

Q. Okay.

A. So she was well aware that this account existed before 2013.

Q. Again in May of 2012 --

A. Yes.

Q. -- you believed that if you satisfied her as to the process by which moneys were removed from a Merrill Lynch account, that she would settle the divorce?

A. No, I did not.

Q. You didn't believe that?

A. Because she stated to me emphatically, Joe Stafford will never

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settle.

Q. Okay. Well, you tried to keep a line -- a line of communications open on settlement, didn't you?

A. A friend of mine initiated -- well, first Les Keller initiated settlement discussions. But independently Steve Green attempted settlement discussions with Aliza.

Q. Okay.

A. Other than those two, we did nothing. I personally did nothing.

Q. All right. What did Les Keller tell you about Aliza's position on settlement?

A. They came to an end point and a standstill.

Q. And when was that?

A. Before Steve Green attempted that.

Q. Do you believe that -- well, did Les Keller tell you that Aliza was being unreasonable?

A. I don't recall what he said.

Q. Did you believe she was

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being unreasonable?

A. I believed that she was brainwashed by Joe Stafford, in that she would never settle, after she told me that specifically. When I gave her the letter from Adam Schoesler, she told me she'd never settle based on Joe's comment.

Q. All right. And the letter from Adam Schoesler came in approximately May of 2012, is that your understanding?

A. Yes.

Q. And so you believed from that moment forward that there was never a chance to settle the case, right?

A. No.

Q. Did you believe that or not?

A. No, I did not believe that.

Q. So you held out hope that there would be a chance to settle, correct?

A. Absolutely.

Q. All the way up until the day that she was murdered, correct?

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A. I prayed to God that things would work out in an amicable fashion every day of my life.

Q. And so you had hoped and expected that there would be a line of communication open as to settlement going up until the day of trial, am I right?

A. I hoped there would be. But she asserted me that they would not settle.

Q. Okay. Did Steve Green tell you that Aliza said that she would leave you without a dime?

A. Never.

Q. Never told you that?

A. Never.

Q. And you never believed that?

A. Never.

Q. Okay. When is the last time you had discussions with anybody regarding the potential of settlement? Was it the week before the trial, the week of, the weekend before?

A. Gary Okin received a -- I

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think this was asked and answered -- a ridiculous counteroffer by Mr. Moore requesting more money than were the total of our assets and a -- what do you call it -- a spousal support. That was the last time I remember.

Q. And do you know if Mr. Okin and Mr. Moore had a line of communication open on possible settlement leading up to the day of trial?

A. I have no idea.

Q. You have no idea. So you never learned or discussed with anybody that Mr. Moore was having a meeting with Aliza Sherman to discuss the divorce trial or settlement in the weekend before the trial?

A. No.

Q. And it's true -- it's fair to say that you were not aware that Aliza was claiming in the weeks or months leading up to the trial in March of 2013 that -- that Aliza was claiming that these powers of attorney were

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forged?

A. I didn't truly understand what she was claiming, no.

Q. Okay.

A. I knew there was an issue with a Merrill Lynch account. And I thought the letter I received from Mr. Schoesler clarified it. That's the best I know.

Q. Okay. Did you have a chance in the month or two months before your deposition was taken, maybe three months -- your deposition was first taken in this case November 20th, 2014. Do you recall that?

A. Yes.

Q. And in the two to three months before that date of deposition, did you have any discussions with regard to the nature of your upcoming deposition with anyone aside from your attorneys?

A. No.

Q. Okay. Is there any reason why you would have started to forward

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documents to Jim Surso?

A. I forwarded documents to Jim Surso in regards to the divorce case about skunks and other things.

I believe at one point my girlfriend would come over, and some things that she thought were important, because I'm not very adept on using things with my iPhone, she may have forwarded to Jim Surso or he may have forwarded it himself. But I did not share anything with anyone.

Q. Which girlfriend?

A. I only have one girlfriend.

Q. Mary Skeirik?

A. Skeirik, yes.

Q. So Mary Skeirik had access to your cell phone and went through all of your e-mails to and from your attorneys?

MR. GREEN: Objection.

A. Unfortunately Mary Skeirik did go through my cell phone and still does.

Q. And you instructed her to

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forward documents to Jim Surso?

A. I did not instruct anything.

Q. So on November 20th when your deposition was taken, you had knowledge that Mary Skeirik had gone through your e-mails and forwarded them to Jim Surso?

A. I didn't know what she forwarded. I think I asked her at one point not to look and have access to my phone, which she still does to this day.

Q. You discussed with her the fact that you were going to be giving a deposition, didn't you?

A. I told her I was giving a deposition, correct.

Q. And you also talked to her about the nature of the case at issue, correct?

A. Never.

Q. Never?

A. Never.

Q. Then why would she know what was important and what was not important to forward to Jim Surso?

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A. I have no idea what --
Q. You have no idea?
A. I don't know if she did it or Jim did it to himself when he was over the house.
Q. So Jim might have gone on your cell phone and forwarded things to himself, is that what you're saying?
A. I don't know how they got there. All I know is I don't recall forwarding them to Jim. I'm not adept in any way. I'm not that -- I'm not that good at doing e-mails and text forwarding.
Q. So you're not good at forwarding e-mails or texts, correct?
A. I'm getting better.
Q. You're getting better. And during the period of the divorce when you were sending things to Jim Surso, you didn't know how you were doing it, you were just doing it? Or was someone helping you then?
A. The nature of the things that I recall that I sent to Jim were I

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thought almost exclusively the pictures of the skunks and the rats and the other rodents in the backyard.
Q. Okay. You also have a computer and AOL account, correct?
A. Yes.
Q. And you could -- you forward things from your computer, correct?
A. I virtually never use my computer.
Q. So if there was any forwarded communication, it would not be from your AOL account, it would have been through your cell phone?
A. Isn't that your AOL account, too?
Q. I'm asking you. Is your cell phone your AOL account?
A. I don't know. I think it is.
Q. Okay. So --
A. My kids set up this. I really don't understand this.
Q. You don't understand it. Which kids set it up?

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A. What my kids -- when I was living in the home, they worked on the AOL.
Q. Which kids set it up?
A. I don't know.
Q. Which kids worked on the AOL?
A. All of them had AO -- we all had a family AOL account.
Q. You all had a family AOL account?
A. Yes.
Q. Is your AOL account for you the Eyeball55 account?
A. I have one now, if that's it, correct.
Q. And how long have you had that?
A. I don't know. A long time.
Q. Okay. So for a long time you have had your own personal AOL, your personal Eyeball55 account, correct?
A. I don't know if we have a family account, and everybody -- I think you have one AOL account. And everybody

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has, what's it called, a screen name. And then you enter in some code or a password, and you gain access.
But I think it was one account for the whole family.
Q. Okay. So it was one password for the whole family?
A. No. No. I think I had a password to my account. Aliza should rest in peace had a password for her account. And all the kids had a password for their accounts.
Q. So again as we sit here today, you, when you forwarded documents to Jim Surso, were using your cell phone to do it or your AOL account on your home computer?
A. I don't know if you need to have an AOL account on your cell phone to pass it. I might have used the home computer once or twice, too. But I very rarely use the home computer.
Q. Again --
A. It's real old and takes forever.

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Q. Let me clarify the question. When you forwarded documents to Jim Surso, did you use your computer or your phone?
A. I would say just about exclusively my phone.
Q. So you knew how to do it, correct?
A. No. I knew how to send some stuff. I don't know how to send texts. I get confused with sending e-mails.
Pictures, what would happen, Jim would have to somehow go to Kinko and get them downloaded and copied.
Q. Okay.
A. And I would come with him sometimes, and he would do it on his own sometimes.
Q. Okay. But if it was -- if he was going to Kinko's to get something downloaded and copied, he would have to have your phone with you or your computer, right?
A. I would need him there with my phone. And he might do it from my

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phone to Kinko's, because he's very good at doing this stuff.
Q. Okay. So if there was something forwarded to Jim Surso, prior to your deposition in November, it would have been because you had met with Jim at Kinko's?
A. I didn't forward anything relating to the deposition to Jim Surso.
MR. FRIED: Let's mark this as an exhibit.
First of all, what number are we on?
THE NOTARY: 28.
MR. FRIED: 28?
THE NOTARY: Yes.
(Discussion off record.)
- - - - -
(Thereupon, Plaintiff's Exhibit-28 was marked for identification.)
- - - - -
Q. Would you please identify this letter for me?
A. What letter, sir?
Q. I'm sorry. What I've given

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you as Plaintiff's 28?
A. This is sent from my iPhone.
Q. Okay. And how do you know that?
A. It says, sent from my iPhone.
Q. Okay. And what is it?
MR. GREEN: Objection. You can answer.
A. It's something I wrote to Gary Okin.
Q. Okay.
A. That's why I know I would not have sent this to Jim. Because anything I ever sent and discussed with my attorneys, I would never send to anyone.
Q. Yet this is Sandy Sherman, Eyeball55 at AOL.com, sent from my iPhone to Jim Surso?
A. Yes.
MR. GREEN: Just so I don't interrupt, just note a continuing objection to this document. This way Adam can ask his questions, I don't have

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to object each time.
A. Yes. I've also testified in the past, prior to the last deposition, on five different occasions my iPhone was hacked. And during my divorce my iPhone was hacked many times.
Q. Okay. So --
MR. GREEN: Sandy, this will go quicker if you just answer the questions that are posed to you.
Q. So what you're telling us is that on October 4th, 2014, on a Saturday at 10:23 p.m., you did not forward from your iPhone this letter to Gary Okin?
A. I do not remember doing this, no.
Q. When did you go to Florida?
A. I didn't forward this to --
Q. Were you in Florida in October of 2014?
A. I have no idea if I was in Florida or in Cleveland.
Q. Was Mary Skeirik in Cleveland?
A. I don't -- she was in

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Cleveland many times. I don't know if she was here at that time.
Q. You don't know if Mary Skeirik was anywhere near you or your iPhone on October 4th, 2014, correct?
A. Mary Skeirik --
Q. Skeirik.
A. -- was at my residence probably every other week --
Q. Okay.
A. -- from the time I left Florida to the time of my deposition. So she probably was there.
Q. She probably was there?
A. But this --
Q. How did she get to Cleveland, through flights or drive?
A. Fly.
Q. And who pays for her flights?
A. Me.
Q. And so you would have a record of a purchase for all flights that she had coming to Cleveland, correct?

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A. I don't know if she had -- if I would have a record. Or I frequently gave Mary money to put into her account to handle her own affairs that would have included her making her own reservations.
Q. So when I asked you who makes arrangements for her flights, and who pays for it, and you said you --
A. I paid for them. But I necessarily don't make the arrangements.
Q. Okay. So you wouldn't have used your credit card to pay for her flights?
A. I think I used it sometimes. But I'm pretty sure sometimes I gave Mary money, and she did her own things, because she had to arrange it for her own schedule.
Q. All right. So on October 4th, 2014, as we sit here today, you don't have any knowledge that you were anywhere near Aliza -- Ms. Skeirik?
A. I probably was.
Q. You probably were?

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A. I have no idea on that day if she was in Cleveland or not.
Q. What documents would you have to demonstrate if she was in Cleveland or not? Do you have a calendar?
A. No.
Q. So there is not a single calendar or diary, am I correct, that would suggest she was here?
A. I would state that every week -- other week she was here from the time I left in -- in the summer of 2014 to right after the deposition.
Q. Okay.
A. She was here just about every week.
Q. So you were in Cleveland from the summer of 2014 until just after the deposition, am I correct?
A. I think I went back once maybe to Florida.
Q. Did you go back on October 4th?
A. I don't think so.
Q. Okay. So you're comfortable

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in saying that you were in Cleveland on Saturday, October 4th, when this document was forwarded to Jim Surso, right --
A. I don't know. But probably.
Q. And did you go to Kinko's with Jim Surso on October 4th, so he could download this?
A. I don't recall.
Q. Okay. Did you give him access to your phone on October 4th, 2014?
A. I don't recall.
Q. Did you even see him on October 4th, 2014?
A. I don't know.
Q. Okay. So in the universe of people who could have forwarded this besides you, Mary Skeirik and Jim Surso, is there anyone else?
A. Someone who hacked my phone.
Q. So you believe someone might have hacked your phone and forwarded this document to Jim Surso?
A. What I believe is the truth,

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is five different times before my deposition of November 20th, 2014 my phone was hacked.
Q. Okay.
A. And I reported it.
Q. So you believe someone hacked your phone and forwarded this e-mail to Jim Surso?
A. I don't believe anything. I don't know how that got to Jim Surso. That's one plausible explanation.
Q. Okay. All right. Let's look at the content of the letter. It says, Gary, I am sending you Stacy's letter that she sent to me with Aliza's Merrill Lynch account copies. Did I read that correctly?
A. Yes.
Q. That's an accurate statement, correct? Do you know what letter Gary --
A. I don't know if I'm allowed to discuss this, because this was attorney-client privilege.
Q. It was until it was sent to

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Jim Surso.
A. But if I didn't send it --
MR. GREEN: We've got an objection on the record. Please answer the question. The judge will deal with this later. There's an objection on the record.
THE WITNESS: Okay.
MR. GREEN: We'll deal with it later. Answer the questions.
THE WITNESS: Okay. I'm sorry. Would you repeat that, please?
MR. FRIED: Would you please read back the question.
(Record read.)
MR. FRIED: I'm sorry. That wasn't the question. All right. I'd back up.
Q. Who is Stacy?
A. That was Gary Okin's assistant.
Q. And what letter did she send you?
A. I have no idea what letter she sent me.

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Q. Then the next sentence says, enclosed were two powers of attorney from her and a letter from her and not to let me be the power of attorney. What does that refer to?
A. Some document she sent to me.
Q. Well, wasn't it the revocation of the power of attorney?
A. I don't -- when these things occurred, because I didn't understand them, they were exactly as you copied.
Q. All right. Well, if you look at the next two pages.
A. Yes.
Q. Okay?
A. Yes.
Q. There's two pages there --
A. Yes.
Q. -- right?
What's the second page? What's the third page marked Jim Surso 005?
A. Dear Mr. Spiegle, please use this letter as your authorization to revoke the power of attorney. Thank you

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for your help. Sincerely, Aliza Sherman.
Q. Okay. So that was what was enclosed, right?
A. I don't know what was enclosed.
Q. Well, this was what was given to us by Jim Surso having been forwarded from your phone to him.
A. Right. But I don't recall sending this to him, so I don't know what was enclosed.
Q. Okay. All right. What else could you have been referring to in your e-mail to Gary Okin?
A. As it states here, this was all confusing to me. I think I believed this to be some forgery and some scheme of the Staffords to confuse things with Aliza, to continue to get her to believe I had hid $20 million in the Caymans, and to believe this case to go on forever so they can generate endless attorney's fees.
Q. And that's what you thought

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was happening in February of 2013?
A. To see that if it was a forgery or an original.
Q. But you --
A. I've never seen this before.
Q. I'm sorry. You thought that the Staffords or Greg Moore were going to milk this forever in February of 2013, am I right?
A. I thought -- after Aliza told me they would never allow her to settle, I thought they were going to try -- because the trial dates were continually canceled, they would attempt to generate as much attorney fees as they could.
Q. So on February 12th, 2013 when you sent this letter to Gary Okin, you believed that that revocation of a power of attorney letter was something forged by the Staffords?
A. I had no idea what it was.
Q. It didn't look like her signature though, did it?
A. As I stated before, I can't

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really tell when Aliza signed something or when she didn't sign something. Because she had nutritional imbalances, which led to electrolyte imbalances. And she had it -- which is called bulimia. And she also had insomnia.
And she also was constantly on diet pills such as Fen-Phen, which was like an alpha agonist or basically speed. And she didn't sleep in addition to her insomnia. So her signatures varied.
Q. Again you didn't think she signed that document, am I right?
A. I had no recollection at that point.
Q. Well, didn't you just tell us that you thought it was a forgery?
A. It could have been a forgery.
Q. Okay.
A. It's the first time I saw the letter.
Q. All right.
A. I had no idea who signed it

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and who wrote it.
Q. This was the first time you saw the letter. And that's what you were telling Gary Okin fresh from your beliefs, correct?
A. Gary -- the first time I saw the letter was during the divorce.
Q. Okay. And so what you're saying is, enclosed were two powers of attorney from her and a letter from her, not to let me be the power of attorney, correct? And the letter refers to the revocation, correct?
A. I would've got a hold of the vice president, I was referring to Adam Schoesler, who wrote us that earlier letter, the one in May of 2012, and signed a release to see if that's a forgery or original document. Because I had never seen it. I had no idea who it was.
Q. Okay.
A. Or what it was.
Q. And not only had you never seen it, you had never known that you

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had your power of attorney revoked on that Merrill Lynch account, is that right?
A. No. No. No.
When that occurred, I don't remember when we signed a new -- when was this, in 2004? I either received a phone call -- this was asked and answered in November of 2014. But I will repeat it.
Q. Okay.
A. I either received the phone call from this -- I just got one this week from Merrill Lynch. From Merrill Lynch stating that there's an issue with the power of attorney.
I had a lengthy discussion with Aliza. I asked her if she'd like to be the power of attorney and pay the big bills and make the investments. She would not need to reauthorize me being power of attorney. And at that time she chose to give me my power of attorney back, which I never knew was revoked.

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Q. You didn't reference that conversation to Gary in this e-mail, did you?
A. Because I had never seen this letter before.
Q. Again you knew at the time that you sent this e-mail to Gary Okin that the power of attorney that you had had been revoked, am I right, because you had a conversation?
A. The letter was the first time I saw it.
Q. Again you knew at the time you wrote this letter to Gary Okin that the power of attorney, your power of attorney had been revoked in 2004, am I right?
MR. GREEN: Objection. You can answer.
A. I may have known it. I may have not remembered that and not put it in the letter.
Q. Well, isn't it fair to -- why wouldn't you put it in the letter if you remembered?

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A. I didn't remember --
Q. You didn't --
A. -- because it was done and dealt with. It was Aliza's decision to allow me to be the power of attorney --
Q. Okay. All right.
A. -- over our joint marital assets.
Q. All right.
MR. FRIED: Let's mark this as an exhibit.
What number?
THE NOTARY: 29.
MR. FRIED: Here you go. I'm sorry.
MR. COHAN: 29.
MR. GREEN: Just note a continuing objection to this exhibit.

- - - - -

(Thereupon, Plaintiff's Exhibit-29 was marked for identification.)

- - - - -

Q. Did you have a chance to read that letter?
A. Yes, sir.

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Q. What does that tell you? What were you telling Gary Okin there?
A. That I didn't know that she wrote the letter. And I remember when -- if I had known she wrote the letter, it would have been an argument rather than -- indeed Merrill Lynch called me this week to ask me if I lived at such an asset -- address, and I still had a post -- they yearly or maybe every other year check on you to ask certain questions. And I thought it was routine with the power of attorney.
I never knew about that letter until my divorce.
Q. Well, let's look at this letter again. Okay?
A. Sure.
Q. First of all, Exhibit 28, the one just before --
A. Yes, sir.
Q. -- was an e-mail sent at 9:52 p.m. on February 12th, 2013 to your attorney, right?
A. That's what it says, yes.

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Q. Okay. And Exhibit 29 is an e-mail sent to your attorney at 10:06 p.m. on February 12th, 2013, correct?
A. Yes.
Q. So about 14 minutes or so later, right?
A. Yes.
Q. So you sent him the first e-mail, Exhibit 28, saying what you thought you needed to say, correct?
A. Correct.
Q. You thought about it some more, correct, and then you sent him another e-mail?
A. If that's indeed what happened, and it was not something that was hacked. I don't -- I don't recall when I sent who what.
Q. Are you telling me that this e-mail dated February 12th, 2013 to Gary Okin was not an e-mail you sent?
A. I think that was an e-mail I sent.
Q. Okay.
A. But I don't recall sending

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any of this to anyone else ever.
Q. All right. Again we have an e-mail sent at 9:52?
A. Uh-huh.
Q. And then another one following at 10:06. That means you had time to think about what you had sent in the first e-mail and decided to send a second, correct?
A. It wasn't that I had time to think of. There were probably so many things going through my mind, I wrote him many times.
Q. Okay. But you were thinking on the same subject here, right?
A. I was thinking all the time about this, yes.
Q. All the time, you were obsessed with it, right?
A. No.
Q. Your wife had claimed that you had forged a power of attorney that you used to empty over a million dollars of her accounts. That didn't bother you?

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MR. GREEN: Objection.
A. I didn't understand that to be at all until this lawsuit that that was the claim. The only understanding, as I already answered you, was that she thought I took the last amount of money in her account and took it.
Q. Okay.
A. And I got Adam Schoesler to clear that up.
Q. All right.
A. I didn't have any understanding about forged powers of attorney, rights of that at all, until you sued me.
Q. All right. So let's look at this letter, this Exhibit 29. Second sentence, also, if I knew she wrote them such a letter, there would have been a huge argument in my house why she did, and I do not remember that fight. I would have.
What are you referring to?
A. I'm referring to, I remember that in 2004, I think in my head, as I

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recall -- it's only 11 years ago -- that I routinely had to do another power of attorney or for some reason I was no longer power of attorney.
There was not a fight. It was a discussion. And I freely offered Aliza the ability to write all the checks, which I didn't care for, or to go ahead and do the investing.
Q. Okay. You're saying that Aliza didn't want to write checks to pay bills?
A. No. She wrote the usual checks for small things.
Q. Okay.
A. For large purchases, like houses and cars, she usually discussed them with me and asked me to handle them.
Q. And how often were large purchases such as houses and cars made in your household?
A. Well --
Q. In the whole time you were married, how many houses did you buy?

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A. Two.
In addition to paying -- Aliza would generate the little bills that got onto the credit card. Okay.
Q. And who would pay the credit card bill?
A. And then I would usually get the credit card bill. And I would call the credit card company, as I do even now, and ask them to remove the funds from my Merrill Lynch account.
Q. All right. So when you had time to think about this on February 12th, 2013, you, A, thought that that document was never really sent and might have been a forgery, correct?
A. I don't recall what I said then. And that's not exactly what I stated in the letter. So that's not correct.
Q. And, B, that had there been a discussion about it, it would have been a huge fight had you known that letter was sent, right?
A. If I had known that she

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wrote a letter taking away my privileges, it would have been a fight rather than a pleasant discussion.

As I stated to you, and I will repeat myself, I thought it was a routine call from Merrill Lynch stating; where do you live? What are your joint assets? What are your other assets? Do you still have the power of attorney?

And some reason I wasn't power of attorney. I didn't understand it. I never saw that letter until my divorce.

I remember having the discussion with Aliza. And I remember also saying, if you wanted to do all the investing, because she frequently did investing and offered suggestions about investments, such as in my joint Charles Schwab account, that I would have gladly let her do all the bills. It was just a headache to me.

Q. All right. But you never mention to Gary Okin, do you, that Aliza and you had a discussion about her needing to execute a new power of

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attorney, am I right?

A. That's incorrect. Just because these two documents are things I sent to Gary -- I discussed things in person, on the phone and in his office with him. And indeed I'm sure I discussed with him this, that I had -- when he presented me the letter, I had never seen it. I discussed it in person with him.

Q. So you believe you -- as you sit here today, you're telling us that you spoke with Gary Okin and told him that you had, in fact, had a discussion with Aliza about executing a new power of attorney?

MR. GREEN: Objection. Instruct you not to answer on the attorney-client privilege.

MR. FRIED: He's already talked about it without objection.

MR. GREEN: He didn't answer the question about specifically we discussed. You asked him did he have discussions.

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Q. Are you refusing to answer?

MR. GREEN: Yes.

Q. For the record?

MR. GREEN: Yes.

MR. FRIED: He needs to answer that he's refusing to answer for the record, not you.

MR. GREEN: No, he doesn't. I've instructed him not to answer on the attorney-client privilege. He doesn't need to say anything. There's no rule that he has to be the one that says it.

THE VIDEOGRAPHER: Adam, we have to change the tape.

MR. FRIED: Okay. We can take a break here.

THE VIDEOGRAPHER: We're off the record.

(Recess had.)

THE VIDEOGRAPHER: We're back on the record at 11:35.

Q. So why did you have a discussion with Aliza about a new power of attorney, if the original one hadn't been revoked?

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A. I don't recall why we had the discussion. I do recall the discussion.

Q. Which would imply if you remember that conversation, that you knew that the power of attorney had been revoked, right?

A. I don't recall if I knew that or as I stated.

Q. What's the other option, if it's not revoked?

A. That they needed another power of attorney on record. They frequently updated their records.

Q. And so it was a frequent thing that they would update their powers of attorney?

A. That -- I don't recall why, why we had the discussion.

Q. They would --

A. Yes, they always asked, what are your assets, this, that and the other. And that could have been one of the questions.

Q. But one of the questions

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was, we need an updated power of attorney, is that right?
A. It could have been or a new power of attorney or it was -- I don't recall the circumstances. I do recall the discussion.
Q. How many times were you asked or Aliza asked about an updated power of attorney?
A. I would say Merrill Lynch and all my other firms ask me every year, every other year.
Q. So every year, every other year, you would expect, based upon Merrill Lynch's habit of asking for updated documents, would have asked for a new power of attorney, is that what you're saying?
A. No. I expect them to ask questions in regards to your account. I don't recall the nature of those questions.
Q. Again other than the power of attorney in May, on May 17th, 2000 and -- 2000, and the second power of

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attorney on December 17th, 2004, there's no other powers of attorney on that account, are there?
A. I don't know.
Q. You don't know?
A. I don't think so. I don't know who else has power of attorney. I don't think so.
Q. There's no updated powers of attorney, it wasn't an ordinary course for Merrill Lynch to ask for second, third or four powers of attorney on the same account, am I right?
A. I don't know Merrill Lynch's way of asking questions.
Q. But you don't know and you don't recall Merrill Lynch ever asking for a second power of attorney, other than when your power of attorney was revoked, am I right?
A. I don't recall them asking after that time.
Q. Didn't you have a conversation with Steve or Scott Spiegle to the effect that your power of

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attorney had been revoked?
A. I don't recall that conversation, no.
Q. So no one at Merrill Lynch to your knowledge ever told you that a power of attorney was revoked?
A. I don't recall if I was just asked to fill out another form or it was revoked. I don't recall.
Q. And you don't recall who would have asked you to fill out another form?
A. It could have just been someone like a compliance officer who called me last week or someone else. I don't recall.
Q. Don't you think a compliance officer might have reached out to Aliza and not you?
MR. GREEN: Objection. You can answer.
A. I don't know.
Q. In fact, you were the sole contact with Merrill Lynch on this account, weren't you?

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A. No.
Q. No.
MR. FRIED: May we mark this as an exhibit.
- - - - -
(Thereupon, Plaintiff's Exhibit-30 was marked for identification.)
- - - - -
MR. GREEN: Do I get one?
MR. FRIED: Oh, yes, the one that I just wrote on. I just put the Plaintiff's 30 on it.
MR. GREEN: Just note a continuing objection to this exhibit and any questions related to it.
Q. Okay. So this is an e-mail you sent to Gary Okin on February 21st, 2013 at 2:08 p.m.?
A. Yes.
Q. Right?
And this is nine days approximately after the e-mails that we've talked about on Plaintiff's 28 and 29, correct?
A. I don't recall the dates of

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those.
Q. Okay. Those were sent on February 12th, 2013.
A. My last one -- my things are out of order. Okay. Somebody rearranged my documents.
Q. Not me.
A. Pardon?
Q. I didn't rearrange them.
A. Well, someone did.
Q. Maybe the court reporter did.
A. Okay. Well, that's why I'm confused.
The other ones were dated February 12th. This one is dated February 21st.
Q. So nine days?
A. Yeah.
Q. So you write here, I believe, and I'm going to open quote, I believe Aliza predated that document, and never sent it to Steve Spiegle, and Merrill Lynch does not have it in their records, closed quote. Do you believe that?

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A. I had never seen this. So as I stated, I've never seen Aliza's -- or whatever that letter was sent then until my divorce. And it was confusing to me. And I thought it might have just been a ploy or an act by the Staffords.
Q. Well, but you said Aliza predated it, right, that's what you said, Aliza predated?
A. What I meant was that under direction by the Staffords.
Q. Okay. You meant under the direction of the Staffords Aliza predated a document?
A. Or they did it on her behalf.
Q. And do you believe that she did that to gain an advantage at your upcoming divorce trial?
A. I have no idea. But it made no sense to me why I never saw that. And I didn't ever see that until my divorce.
Q. Okay. Again that's what you

Page 407

were believing at the time, you were believing that Aliza had predated a document to gain an advantage in your divorce trial that was coming up in March, am I right?
A. I believed that I had never seen the document. I believed that it didn't exist. And I wanted it further investigated with a subpoena.
Q. Well, what you believe is what you said --
A. Exactly.
Q. -- I believe Aliza -- Aliza predated that document, right?
A. Correct.
Q. Okay. And you also believe that it's a forgery, correct?
A. It could have been a forgery, yes.
Q. And you were believing that on February 21st, almost a month before your divorce trial was set to go forward, correct?
A. Yes.
Q. And you believed Aliza did

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that to gain an advantage in your divorce, correct?
A. I believed the Staffords may have done that, yes.
Q. But you believe Aliza was playing along with it, right?
A. I have no idea if they did things with or without her consent. I believe they did things without her consent.
Q. You were concerned that Aliza would recover all of the assets that were taken out of her account based upon that claim that she had, right?
MR. GREEN: Objection.
A. I believe -- I did not -- was not aware of a claim.
Q. You were worried --
A. And I -- and I was not worried.
Q. You were not worried?
A. At all.
Q. Not even a bit?
A. No, because I did not commit any perjury.

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Q. All right. Yet -- commit any perjury?
A. Forgery.
Q. You didn't commit any forgery?
A. Correct.
Q. But you believe Aliza forged her own documents, is that what you're saying?
A. I don't believe -- I don't believe she did it. I believe it may have done by the Staffords with or without her consent.
Q. Okay. So when Aliza said that's not her signature on a power of attorney to Jeff Firestone, you believed that she was doing that at the direction of the Staffords?
A. I don't know what she did.
Q. All right.
MR. FRIED: I'm sorry. We'll do it this way. I didn't mean to do it that way.

- - - - -

(Thereupon, Plaintiff's Exhibit-31

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was marked for identification.)

- - - - -

MR. GREEN: Just note a continuing objection to this exhibit and any questions related thereto.
Q. Did you have a chance to read that document?
A. Yes, sir.
Q. Plaintiff's 30 is what?
A. Plaintiff's 31.
Q. I'm sorry. 31 is what? What is that?
A. I'm sorry?
Q. That's an e-mail from you to Gary Okin dated February 22nd, 2013?
A. Correct.
Q. At 11:27 a.m., correct?
A. That's what it states, yes.
Q. That's what it is, isn't it?
A. I don't remember when I wrote, what I wrote. But if that's what it states.
Q. Well, it says offer and POA, right?
A. Yes.

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Q. All right. So it was about an offer and a POA?
A. Okay. Yes.
Q. Again at this point you still don't remember a large discussion about a revocation, right?
A. As I've stated, I don't recall an argument. I do remember discussing it.
Q. Did this letter say argument or discussion?
A. Okay. There wasn't a large discussion --
Q. Okay.
A. -- or argument. There was a brief discussion.
Q. All right. So you don't remember a large discussion, but you remember a brief discussion?
A. I remember discussing this, yes.
Q. All right. And when you wrote this e-mail to Gary Okin, you remembered discussing it, didn't you?
A. Yes.

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Q. All right. But yet you told him that you don't remember a large discussion. You said you would remember if there was one, right?
A. I think more -- I remember a brief discussion. I probably meant more an argument.
Q. Okay.
A. That's what I meant by large.
Q. So when you wrote this letter to Gary Okin --
A. Large --
Q. -- knowing -- allow me to ask the question, please.
When you wrote this February 22nd e-mail to Gary Okin, at the time you wrote it, you remembered a small discussion, you didn't remember a large discussion. You didn't tell him about a small discussion, did you?
A. I never saw that letter --
Q. Okay.
A. -- as I've stated. So I would have remembered a large

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discussion.
Q. All right.
A. I do remember a discussion by Merrill Lynch asking for another POA.
Q. Okay.
A. I never saw that letter at that time.
Q. What did you mean by, if you look four lines down, the burden of proof is on her? What do you mean by that?
A. Where is that?
Q. Four lines down, just after the question mark.
A. She was claiming, and I didn't even know what this was in reference to, that there were 10 experts looking at signatures and that I had forged something.
Q. Okay.
A. And I had no idea what she was talking about. And I asked her, could I see the expert reports? And I had no idea.
And so I says, well, then prove

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it. Show me the expert reports. I remember asking her. And she did not produce them to me.
Q. So you confronted her about these forgeries, is that right, or allegation of forgeries?
A. No. She screamed it at me.
Q. She screamed it at you?
A. Yeah. She constantly screamed at me.
Q. And about your forgeries?
A. She constantly screamed at me all the times in attempts to provoke me, in attempts to tape it, in attempts to show it that I would respond unfavorable. And I usually never responded other than saying Shalom bayis --
Q. Okay.
A. -- which meant peace in the house.
Q. All right.
A. Because I chose not to speak to her, because she attempted to provoke me.

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Q. Okay. So you knew prior to the divorce trial going forward, set to go forward -- on March 28th, was it?
A. I don't remember the trial date.
Q. You do recall though having discussions with Aliza where she alleged that you had forged her powers of attorney?
A. I don't remember what she forged -- said I forged. She said that -- if you read it here -- 10 experts looking at signatures. I don't even remember that was in reference to power of attorney. I had no idea that she was concocting a scheme that I stole money from her that was my money that I deposited into our account in her name.
Q. Okay. So let's read it. Okay. You want to read it. It says, after the question mark on the one, two, third, fourth line down, the burden of proof is on her, it is her claim to prove. Next, as you said her letter implies my original POA, and that

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signature of 2000, is different in appearance to her signature of 2004 that matches the signature of the 2004 POA. Right?
A. Yes.
Q. So it was about, and you knew it was about, because you wrote, forgeries involving powers of attorney, correct?
A. I did not know what the experts were, because she didn't produce them. And I did not know what it was in reference to.
Q. But you knew using that power of attorney or those powers of attorney at issue, that you had transferred all of the moneys out of Aliza's account and put them into your account, right, you knew that?
A. I did transfer the moneys that were in Aliza's account that were marital assets into my account that were marital assets, yes.
Q. And you knew that at the time you wrote this e-mail to Gary Okin,

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correct?
A. Yes. This is --
Q. Okay.
A. -- after 2010.
Q. So what do you mean by the next sentence, in any event ML honored it, the responsibility is theirs, she did sign a new one.
A. I had no understanding of what scheme, idea, fraudulent activity the Staffords and her were concocting. But it had no bearing on me, because I did no wrong. And Merrill Lynch honored it, so I didn't think it was my responsibility.
MR. FRIED: We'll take a moment.
THE VIDEOGRAPHER: We're off the record.
(Recess had.)
THE VIDEOGRAPHER: We're back on the record.
Q. Have you had a chance -- have you talked to Steve Green since his deposition was taken?
A. I texted him.

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Q. And what did you -- what was the context of the text?
A. Happy Mother's Day to your wife.
Q. So you sent that on Sunday?
A. Mother's Day.
Q. Mother's Day. But you had no phone calls with him?
A. No.
Q. No face-to-face meetings?
A. No face-to-face meeting. I don't remember a phone call.
Q. Okay. And you didn't talk to him about what he talked about or was asked or how he responded in his deposition?
A. No.
Q. What was the first time you learned that Josh Sherman had filed a motion to remove Jennifer Sherman as Aliza's co-executors?
A. After it was filed.
Q. How long after it was filed?
A. I don't recall.
Q. Did you instruct your

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attorneys to get a copy of it?
A. No.
Q. Did you learn it from Josh Sherman?
A. I don't recall how I learned it.
Q. In fact, didn't you have conversations with Josh Sherman about the filing of a motion to remove?
A. I don't recall.
Q. You don't recall?
A. I don't recall discussing anything other than lawsuits have been filed and nothing of the nature of those lawsuits.
Q. So you had no conversations with Josh Sherman as you recall or you don't -- strike that.
You don't recall, that means you might have talked to him and you might not have, right?
A. We may have discussed that a motion was filed to that effect, but nothing else.
Q. You talked to Josh about

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filing the motion, so that that could be included to stay these proceedings, am I right?
A. Never.
MR. FRIED: Can we mark this as an exhibit, please?
And are we at 32?
THE NOTARY: Yes.
MR. GREEN: Just note a continuing objection to the use of this exhibit and the questions related thereto.
- - - - -
(Thereupon, Plaintiff's Exhibit-32 was marked for identification.)
- - - - -
Q. Have you had a chance to look at that?
A. Yes.
Q. And what is it?
A. It's a correspondence between me and my probate attorney.
Q. And your probate attorney being Marcia Wexberg?
A. Correct.

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Q. Correct?
A. Yes.
Q. And you were set to be deposed on a motion that was filed to remove you as executor, correct?
A. Yes, I think that was it.
Q. Okay. And so you wrote this e-mail to Marcia, that said, Marcia, please call Fried and request that he delay the depo, I have asked you to please do this at least three times.
Did I read that correctly?
A. Yes.
Q. And then you say, please tell him you have been ill. Did I read that correctly?
A. Yes.
Q. Was she ill?
A. Yes.
Q. How do you know that?
A. Because she told me, and I gave her medical advice.
Q. She said -- you gave her medical advice?
A. Yes.

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Q. What was the medical advice you gave her?
A. Drink lots of fluids.
Q. You then said, you are busy and need to get a mutually beneficial date. Is that what -- was she busy?
A. She's always busy, yes.
Q. Okay. And then she was also to say that a week's notice is unreasonable, right?
A. That's what I wrote, yes.
Q. I have many reasons for you to do this. What are the many reasons you have to do that?
A. I had no time to discuss this with Marcia, being that she was ill and I couldn't meet with her.
Q. So those are the reasons why?
A. Yes. I needed time to discuss things with my attorney.
Q. She was at the office, am I right?
A. I don't know.
Q. Well, it says here, when

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document -- at the end of the -- on the second page, document when you called him and what was said, thank you, I will call you in about 30 minutes. Right?
A. That's what I wrote, yes.
Q. And did you call her?
A. I don't recall.
MR. FRIED: We're almost done. I just need to consult for one minute.
THE VIDEOGRAPHER: We're off the record.
(Recess had.)
THE VIDEOGRAPHER: Back on the record.
MR. FRIED: All right. We took a quick break, so I could check whether the court has issued a ruling on the handwriting exemplar issue. And until the court issues that ruling on that, we're not going to obviously present handwriting exemplars to Dr. Sherman to give us his samples.
So aside from that issue, our deposition is concluded.

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MR. GREEN: We'll review it if it's typed.
MR. FRIED: Thank you.
THE VIDEOGRAPHER: We're off record at 12:04 p.m.
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CEFARATTI GROUP FILE NO. 18938
CASE CAPTION: JENNIFER SHERMAN VS. SANFORD J. SHERMAN
DEPONENT: SANFORD J. SHERMAN
DEPOSITION DATE: MAY 12, 2015

(SIGN HERE)

The State of Ohio,)
County of Cuyahoga,) SS:

Before me, a Notary Public in and for said County and State, personally appeared SANFORD J. SHERMAN, who acknowledged that he/she did read his/her transcript in the above-captioned matter, listed any necessary corrections on the accompanying errata sheet, and did sign the foregoing sworn statement and that the same is his/her free act and deed.

IN TESTIMONY WHEREOF, I have hereunto affixed my name and official seal at , this day of , A.D. 2015.

Notary Public Commission Expires

ERRATA SHEET

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CERTIFICATE

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State of Ohio) SS.:
County of Cuyahoga)

I, Janice M. Rogers, a Notary Public within and for the State of Ohio, duly commissioned and qualified, do hereby certify that the within named witness, was duly sworn to testify the truth, the whole truth and nothing but the truth in the cause aforesaid; that the testimony then given by the witness was by me reduced to stenotypy in the presence of said witness; afterwards transcribed, and that the foregoing is a true and correct transcription of the testimony so given by the witness.

I do further certify that this deposition was taken at the time and place in the foregoing caption specified.

I do further certify that I am not a relative, counsel or attorney for either party, or otherwise interested in the event of this action.

I am not, nor is the court reporting firm with which I am affiliated, under a contract as defined in Civil Rule 28 (D).

IN WITNESS WHEREOF, I have hereunto set my hand this day of , 2015.

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Janice M. Rogers, Notary Public
within and for the State of Ohio

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My commission expires August 7, 2017.

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STATE OF OHIO)
) SS: **AFFIDAVIT**
COUNTY OF CUYAHOGA)

Jeffrey D. Firestone, CPA, CFE, being first duly sworn and having personal knowledge of the facts contained herein, states the following are true and accurate to the best of my knowledge:

1. I am above the age of majority and competent to testify to the matters set forth herein.

2. I am not under or subject to duress, fraud, or undue influence.

3. I am the Director of Litigation Services and Audit & Accounting Services at McManamon & Co., LLC.

4. I have reviewed the January 31, 2013 Expert Report attached hereto as Exhibit "1."

5. I have reviewed the June 9, 2015 Analysis of Account Activity and Related Damages attached hereto as Exhibit "2."

6. I have reviewed the February 19, 2016 Correspondence to Attorney Adam M. Fried attached hereto as Exhibit "3."

7. I hereby certify that I prepared Exhibits 1, 2, and 3, and that Exhibits 1, 2, and 3 are authentic duplicates of the original documents issued to Attorneys Greg Moore and Adam M. Fried relative to the matters of *Sherman v. Sherman*, Cuyahoga County Domestic-Relations Court Case No. DR-11-337138, and *Sherman v. Sherman*, Cuyahoga Court of Common Pleas Case No. CV-14-827479, the contents of which are incorporated herein as if fully restated.

Further Affiant Sayeth Naught.

Jeffrey D. Firestone

On this 13 day of June, 2016, Jeffrey D. Firestone appeared before me, signed his name to this affidavit, and swore to the truth of this affidavit.

Notary Public

NOTARIAL SEAL STATE OF OHIO

JANE WAGNER
NOTARY PUBLIC
STATE OF OHIO
Recorded in
Cuyahoga County
My Comm. Exp. 8/19/17

EXHIBIT D

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GREGORY J. MOORE, ESQ.
ANNE C. FANTELLI, ESQ.
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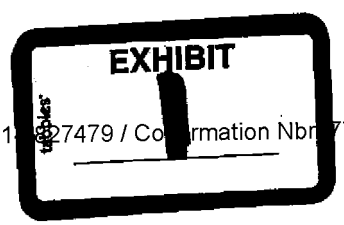
FACSIMILE

DATE:	JANUARY 31, 2013
SEND MESSAGE TO:	GARY S. OKIN, ESQ.
FACSIMILE NUMBER:	(440) 352-3469
MESSAGE FROM:	GREGORY J. MOORE, ESQ.
TRANSMITTING:	PAGES (INCLUDING THIS COVER SHEET)
RE:	*SANFORD J. SHERMAN V. ALIZA C. SHERMAN, ET AL.* CASE NO.: DR-11-337184

PLEASE CONTACT (216) 241-1074 IF TRANSMISSION IS INCOMPLETE.

THE INFORMATION CONTAINED IN THIS FACSIMILE MESSAGE IS ATTORNEY PRIVILEGED AND CONFIDENTIAL INFORMATION, INTENDED ONLY FOR THE USE OF THE INDIVIDUAL OR ENTITY NAMED ABOVE. IF THE READER OF THIS MESSAGE IS NOT THE INTENDED RECIPIENT, YOU ARE HEREBY NOTIFIED THAT ANY DISSEMINATION, DISTRIBUTION OR COPYING OF THIS COMMUNICATION IS STRICTLY PROHIBITED. IF YOU HAVE RECEIVED THIS COMMUNICATION IN ERROR, PLEASE IMMEDIATELY NOTIFY US BY TELEPHONE AND RETURN THE ORIGINAL MESSAGE TO US AT THE ABOVE ADDRESS VIA U.S. POSTAL SERVICE.



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January 31, 2013

VIA FACSIMILE (440) 352-3469 AND
ELECTRONIC MAIL gokin@dworkenlaw.com
Gary S. Okin, Esq.
Dworken & Bernstein Co., L.P.A.
60 South Park Place
Painesville, Ohio 44077

RE: ***Sanford J. Sherman v. Aliza C. Sherman, et al.***
Cuyahoga County Court of Common Pleas
Division of Domestic Relations Case No.: DR-11-337184

Dear Mr. Okin:

Enclosed herein please find preliminary expert reports by the following:

- Raymond W. Rozman, Jr., MD (2);
- Mark A. Anderson, M.S., LPC, CDMS, Vocational Assessment and Counseling Services, Inc.; and
- draft report of Jeffrey D. Firestone, CPA, CFE, McMannon & Company, L.L.C..

Further, pursuant to our discussions at the most recent attorney conference and my correspondences to you on January 22 and January 30, 2013, it is necessary for your client to produce the requested statements for the following accounts:

- Merrill Lynch - account no: 617-57358;
- RBC Capital - account no: 825-03762;
- RBC Capital - account no: 825-03769;
- RBC Capital - account no: 825-03689;
- any statements in regards to royalties being received from Kinder Morgan Energy Partners, LP;
- and Municipal Mortgage and Equity LLC.

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This documentation is necessary so that Mr. Firestone is able to complete his expert report in the above captioned matter. I have brought this to your attention on numerous prior occasions and simply request your compliance with the same. If you wish to engage in a telephone conference with Mr. Firestone I am happy to arrange the same.

I look forward to your anticipated cooperation.

Very truly yours,

Gregory J. Moore

GJM/mmt
Enclosures

cc: Aliza Sherman w/enclosures

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Mrs. Aliza C. Sherman
c/o Gregory J. Moore, Esq.
55 Erieview Plaza, 5th Floor
Cleveland, Ohio 44114

Re: Sherman v. Sherman

Prepared by Jeffrey D. Firestone, CPA, CFE

January 31, 2013

Dear Mr. Moore;

Purpose and Scope of Engagement

McManamon & Co. LLC has been engaged by your client, as consultants and, if needed, expert witnesses in the above-referenced matter. The scope of our engagement was to review certain summary documents provided to us by you, including financial records provided by your client and the production of documents to you by Mr. Sherman and his counsel to determine the amount and nature of the withdrawals of funds from the various marital accounts for Mr. & Mrs. Sherman, and provide our comments.

DRAFT

Background

It is our understanding that the Shermans have been married for more than 20 years. Mr. Sherman operated is own medical practice until he sold his practice and retired in or about 2003. The Shermans held many accounts during the time since 2004, including accounts with Merrill Lynch, Charles Schwab, Morgan Stanley, Vanguard, Baker & Company (RBC Capital), Ohio Savings Bank (New York Community Bank), and others. A listing of the primary accounts considered in included as Exhibit B.

Summary of Findings

As described in more detail below, we have determined that during the period of January 1, 2004 through July 2012, the Shermans withdrew an average of approximately $25,000 per month from their marital investment accounts. A listing of the monthly withdrawals is included as Exhibit C.

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Methodology

We have reviewed the bank statements for the various Sherman marital accounts that have been provided to us and have summarized the monthly withdrawals from the accounts on a monthly basis since 2004. It should be noted that the records produced to us are not complete. For instance, the bank statements for Mr. Sherman's Merrill Lynch account (#617-57358) have not been produced. In addition, there appear to be some gaps in the statements we analyzed. See Exhibit D for the listing of the withdrawals noted from the Sherman marital accounts.

In certain months, we noted transfers of funds between the various investment accounts. For instance, in May 2009, approximately $487,000 was moved from Mrs. Sherman's Merrill Lynch account to Mr. Sherman's Merrill Lynch account. These types of transactions were not included in the monthly average withdrawal amount. Further, when transfers were done from an investment account to a regular bank account, that amount was included in the monthly withdrawal amount. We noted several Certificates of Deposit that had been held with Ohio Savings Bank that were closed out and transferred to a regular account.

We noted that a Power of Attorney was produced for Mrs. Sherman's Merrill Lynch account. When we discussed this with Mrs. Sherman, she indicated that the signature on the Power of Attorney was not hers.

DRAFT

Conclusion

An expert's report should be intended and designed to assist the court in understanding the evidence by way of scientific, technical or other specialized knowledge, address proximate cause, be measurable based upon known reliable factors without undue speculation, and should be the product of appropriate principles and methods applied reliably to the facts of the case with consideration of mitigation.

Based upon our review and analysis of available documents and information, and my education, training, and experience, it is my opinion that approximately $2.3 million was withdrawn from the Shermans' marital investment accounts January 2004 through July 2012, which is an average of $25,000 per month withdrawn.

Limiting Conditions

Our analysis to date is preliminary in nature. We have not reviewed all of the relevant source documents for all of the Shermans' marital accounts. In order to complete our review, we would

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need to perform additional procedures, including, but not limited to, a review of the financial records of Mr. Sherman's Merrill Lynch account.

I reserve the right to modify and supplement this report if other facts, circumstances or documents become available.

Possession of this report and associated data, work papers and calculations, or a written copy thereof, does not carry with it the right of publication of all or part of it, nor may it be used or relied upon for any other purpose.

Certification and Resume

I certify that, to the best of my knowledge and belief:

The statements of fact contained in this report are true and correct.

The reported analysis, opinions, and conclusions are my personal, unbiased professional analyses, opinions, and conclusions.

I have no present or prospective interest in the parties that are the subject of this report, and I have no personal interest with respect to the parties involved.

I have no bias with respect to the party that is the subject of this report or to the parties involved with this assignment.

My engagement in this assignment was not contingent upon developing or reporting predetermined results.

My compensation for completing this assignment is not contingent upon the development or reporting of a predetermined economic loss or direction in economic loss that favors the cause of the attorneys' client, the amount of an action or event resulting from the analyses, opinions, or conclusions in, or the use of, this report.

My standard billing rate is $295 per hour and my testimony rate is $325 per hour. The billing rates for my firm range from $75 per hour to $350.

My curriculum vitae is attached as Exhibit A.

Respectfully submitted,

DRAFT

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MCMANAMON & CO. LLC

Jeffrey D. Firestone, CPA, CFE



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EXHIBIT A

Resume of

Jeffrey D. Firestone, CPA, CFE

PRESENT POSITION

Director of Litigation Services and Audit & Accounting Services – December 2009 to Present
McManamon & Co. LLC

PREVIOUS POSITIONS

Associate Director - Business Valuation and Litigation Consulting Services Group - September 2003 to November 2009
SS&G Financial Services, Inc., Solon, Ohio (Merger from Bick-Fredman & Co.)

Supervisor - Audit Department and Litigation Support Services Department – November 1997 to September 2003
Bick-Fredman & Co., Cleveland, Ohio

Corporate Controller – July 1996 to November 1997
Feldman Mechanical Inc., Macedonia, Ohio

Senior Staff Auditor – July 1993 to June 1996
Ernst & Young LLP, Cleveland, Ohio

EXPERIENCE

Planning, preparation, oversight, and review of fraud and forensic engagements and economic damage calculations and other litigation support services such as fraud deterrence, bankruptcy/insolvency, and reporting on the propriety of other expert reports. Fraud and forensic analyses have been prepared in litigation matters, due diligence situations, and in bankruptcy/insolvency matters. Economic damages analyses and reports have been prepared for the purposes of breach of contract, business interruption, wrongful death, wrongful termination, and for other litigation. Insolvency work includes work with Receiverships, Bankruptcies, Liquidating Agent, and other matters.

Audit work in various industries including construction, small business, manufacturing, real estate (HUD), and not-for-profit. Audit program design, budget preparation, financial statement preparation, supervision of staff auditors, coordination with client personnel and internal auditors.

Corporate experience includes maintaining corporate accounting system and related internal controls, preparation of monthly financial statements, preparation of monthly/annual tax filings, supervision of accounting department, handle human resource functions.

EDUCATION

Miami University
BSBA - Accounting

Continuing Education
Classes, seminars and readings in audit, damages, fraud, tax, bankruptcy/insolvency, and accounting at American Institute of CPA's, Ohio Society of CPA's, Turnaround Management Association, Association of Certified Fraud Examiners, and others.

PROFESSIONAL

Ohio Society of Certified Public Accountants (OSCPA)
American Institute of Certified Public Accountants (AICPA)
Association of Certified Fraud Examiners (ACFE)

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Sherman v. Sherman
Exhibit B

Listing of Accounts

Institution	Account
Baker & Co.	12W1-7444-2006
Baker & Co.	825-03370
Baker & Co.	825-03689
Baker & Co.	825-03762
Baker & Co.	825-03769
Baker & Co.	825-03771
Charles Schwab	8100-9956
Fifth Third	ending in 1593
Fifth Third	ending in 1907
Huntington	ending in 3180
Merrill Lynch	617-56864
Merrill Lynch	617-57358
Morgan Stanley	018546
Ohio Savings Bank (NYCB*)	ending in 9436
Ohio Savings Bank (NYCB*)	210626206
Ohio Savings Bank (NYCB*)	210642260
Ohio Savings Bank (NYCB*)	210651147
Ohio Savings Bank (NYCB*)	210667671
Ohio Savings Bank (NYCB*)	211011370
Ohio Savings Bank (NYCB*)	211014790
Ohio Savings Bank (NYCB*)	218001691
Ohio Savings Bank (NYCB*)	960971745
Ohio Savings Bank (NYCB*)	333445257951
Ohio Savings Bank (NYCB*)	333445279788
Ohio Savings Bank (NYCB*)	333445279817
Ohio Savings Bank (NYCB*)	333446222775

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Sherman v. Sherman
Exhibit C

Average Monthly Withdrawal: $ (25,195.74)

Total Withdrawals: $ (2,267,616.19)

Year	Month	Amount Withdrawn	Transfers	Net
2004	January	$ (19,369.00)		$ (19,369.00)
2004	February	(18,000.00)		(18,000.00)
2004	March	(20,018.00)		(20,018.00)
2004	April	(1,400.00)		(1,400.00)
2004	May	(6,000.00)		(6,000.00)
2004	June	(25,790.00)		(25,790.00)
2004	July	(15,900.00)		(15,900.00)
2004	August	(21,525.00)		(21,525.00)
2004	September	(23,760.00)		(23,760.00)
2004	October	(22,750.00)		(22,750.00)
2004	November	(21,221.70)		(21,221.70)
2004	December	(342,000.00)	(175,000.00)	(167,000.00)
2005	January	(36,265.00)		(36,265.00)
2005	February	(28,998.95)		(28,998.95)
2005	March	(14,507.09)		(14,507.09)
2005	April	(86,656.30)		(86,656.30)
2005	May	(47,474.11)		(47,474.11)
2005	June	(45,347.64)		(45,347.64)
2005	July	(23,448.54)		(23,448.54)
2005	August	(105,410.73)	(60,000.00)	(45,410.73)
2005	September	(25,383.64)		(25,383.64)
2005	October	(16,625.02)		(16,625.02)
2005	November	(30,571.21)		(30,571.21)
2005	December	(46,596.54)		(46,596.54)
2006	May	(1,600.00)		(1,600.00)
2006	November	(6,240.00)		(6,240.00)
2006	December	(3,000.00)		(3,000.00)
2007	January	(190,500.00)	(180,000.00)	(10,500.00)
2007	February	(11,000.00)		(11,000.00)
2007	March	(2,000.00)		(2,000.00)
2007	April	(38,075.70)		(38,075.70)
2007	May	(2,000.00)		(2,000.00)
2007	June	(19,000.00)		(19,000.00)

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Sherman v. Sherman
Exhibit C

Average Monthly Withdrawal: $ (25,195.74)

Total Withdrawals: $ (2,267,616.19)

Year	Month	Amount Withdrawn	Transfers	Net
2007	July	(3,700.00)		(3,700.00)
2007	August	(66,127.90)		(66,127.90)
2007	September	(34,600.00)		(34,600.00)
2007	October	(35,880.00)		(35,880.00)
2007	November	(18,800.00)		(18,800.00)
2007	December	(17,240.00)		(17,240.00)
2008	January	(12,100.00)		(12,100.00)
2008	February	(25,470.00)		(25,470.00)
2008	March	(37,140.00)		(37,140.00)
2008	April	(459,800.00)	(430,000.00)	(29,800.00)
2008	May	(35,000.00)		(35,000.00)
2008	June	(25,400.00)		(25,400.00)
2008	July	(25,500.00)		(25,500.00)
2008	August	(28,000.00)		(28,000.00)
2008	September	(32,000.00)		(32,000.00)
2008	October	(23,500.00)		(23,500.00)
2008	November	(25,660.00)		(25,660.00)
2008	December	(47,667.14)		(47,667.14)
2009	January	(36,000.00)		(36,000.00)
2009	February	(189,951.60)	(174,651.60)	(15,300.00)
2009	March	(18,910.91)		(18,910.91)
2009	April	(332,609.98)	(258,770.93)	(73,839.05)
2009	May	(581,883.30)	(556,083.30)	(25,800.00)
2009	June	(14,515.48)		(14,515.48)
2009	July	(58,736.41)		(58,736.41)
2009	August	(28,637.79)		(28,637.79)
2009	September	(37,035.57)		(37,035.57)
2009	October	(10,700.00)		(10,700.00)
2009	November	(25,300.00)		(25,300.00)
2009	December	(7,500.00)		(7,500.00)
2010	January	(8,821.12)		(8,821.12)
2010	February	(135,850.00)	(115,000.00)	(20,850.00)
2010	March	(6,200.00)		(6,200.00)

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Sherman v. Sherman
Exhibit C

Average Monthly Withdrawal: $ (25,195.74)

Total Withdrawals: $ (2,267,616.19)

Year	Month	Amount Withdrawn	Transfers	Net
2010	April	(47,639.47)	(24,969.47)	(22,670.00)
2010	May	(7,004.87)	(4.87)	(7,000.00)
2010	June	(4,280.00)		(4,280.00)
2010	July	(7,800.94)		(7,800.94)
2010	August	(17,600.00)		(17,600.00)
2010	September	(33,400.00)		(33,400.00)
2010	October	(18,005.00)		(18,005.00)
2010	November	(89,745.00)	(60,062.31)	(29,682.69)
2010	December	(18,500.00)		(18,500.00)
2011	January	(8,100.00)		(8,100.00)
2011	February	(2,375.00)		(2,375.00)
2011	March	(33,750.00)		(33,750.00)
2011	April	(16,000.00)		(16,000.00)
2011	May	(18,860.00)		(18,860.00)
2011	June	(64,958.86)		(64,958.86)
2011	July	(157,649.11)	(60,447.75)	(97,201.36)
2011	August	(6,910.00)		(6,910.00)
2011	September	(1,740.00)		(1,740.00)
2011	October	(13,475.00)		(13,475.00)
2011	November	(4,161.00)		(4,161.00)
2011	December	(105,627.09)	(100,007.09)	(5,620.00)
2012	January	(1,670.00)		(1,670.00)
2012	February	(1,670.00)		(1,670.00)
2012	July	$ (17,020.80)		$ (17,020.80)

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Sherman v. Sherman
Exhibit D

Listing of Withdrawals

Institution	Account	Date	Month	Year	Description	Amount
Baker & Co.	825-03762	9/20/2005	9	2005	Cash Withdrawal	(1,000.00)
Baker & Co.	825-03769	11/2/2006	11	2006	Cash Withdrawal	$ (2,600.00)
Baker & Co.	825-03769	11/3/2006	11	2006	Cash Withdrawal	(1,000.00)
Baker & Co.	825-03769	11/10/2006	11	2006	Cash Withdrawal	(1,000.00)
Baker & Co.	825-03769	11/28/2006	11	2006	Cash Withdrawal	(1,000.00)
Baker & Co.	825-03762	12/4/2006	12	2006	Cash Withdrawal	(3,000.00)
Baker & Co.	825-03370	1/8/2007	1	2007	Cash Withdrawal	(5,000.00)
Baker & Co.	825-03769	1/3/2007	1	2007	Cash Withdrawal	(5,000.00)
Baker & Co.	825-03762	1/8/2007	1	2007	Cash Withdrawal	(500.00)
Baker & Co.	825-03769	2/12/2007	2	2007	Cash Withdrawal	(10,000.00)
Baker & Co.	825-03762	2/2/2007	2	2007	Cash Withdrawal	(500.00)
Baker & Co.	825-03762	2/16/2007	2	2007	Cash Withdrawal	(500.00)
Baker & Co.	825-03769	March 07	3	2007	Cash Withdrawal	(2,000.00)
Baker & Co.	825-03769	April 07	4	2007	Cash Withdrawal	(34,000.00)
Baker & Co.	825-03689	4/23/2007	4	2007	Cash Withdrawal	(3,375.70)
Baker & Co.	825-03689	4/20/2007	4	2007	Cash Withdrawal	$ (700.00)
Baker & Co.	825-03689	5/18/2007	5	2007	Cash Withdrawal	(1,000.00)
Baker & Co.	825-03762	5/16/2007	5	2007	Cash Withdrawal	(1,000.00)
Baker & Co.	825-03689	6/14/2007	6	2007	Cash Withdrawal	(6,000.00)
Baker & Co.	825-03762	6/14/2007	6	2007	Cash Withdrawal	(5,000.00)
Baker & Co.	825-03769	June 07	6	2007	Cash Withdrawal	(4,000.00)
Baker & Co.	12WI-7444-2006	6/4/2007	6	2007	Cash Withdrawal	(3,000.00)
Baker & Co.	825-03762	6/19/2007	6	2007	Cash Withdrawal	(1,000.00)
Baker & Co.	825-03689	7/16/2007	7	2007	Cash Withdrawal	(3,000.00)
Baker & Co.	825-03769	August 07	8	2007	Cash Withdrawal	(63,101.00)
Baker & Co.	825-03370	8/23/2007	8	2007	Cash Withdrawal	(3,026.90)

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Sherman v. Sherman
Exhibit D

Listing of Withdrawals

Institution	Account	Date	Month	Year	Description	Amount
Baker & Co.	825-03769	September 07	9	2007	Cash Withdrawal	(32,600.00)
Baker & Co.	825-03769	October 07	10	2007	Cash Withdrawal	(24,800.00)
Baker & Co.	825-03689	10/22/2007	10	2007	Cash Withdrawal	(3,000.00)
Baker & Co.	825-03689	10/24/2007	10	2007	Cash Withdrawal	(3,000.00)
Baker & Co.	825-03689	10/9/2007	10	2007	Cash Withdrawal	(1,500.00)
Baker & Co.	825-03689	11/2/2007	11	2007	Cash Withdrawal	(6,500.00)
Baker & Co.	825-03769	November 07	11	2007	Cash Withdrawal	(5,000.00)
Baker & Co.	825-03689	11/26/2007	11	2007	Cash Withdrawal	(2,000.00)
Baker & Co.	825-03762	11/1/2007	11	2007	Cash Withdrawal	(2,000.00)
Baker & Co.	825-03769	December 07	12	2007	Cash Withdrawal	(11,000.00)
Baker & Co.	825-03689	12/8/2007	12	2007	Cash Withdrawal	(5,000.00)
Baker & Co.	825-03769	January 08	1	2008	Cash Withdrawal	(5,600.00)
Baker & Co.	825-03689	1/16/2008	1	2008	Cash Withdrawal	(3,000.00)
Baker & Co.	825-03769	February 08	2	2008	Cash Withdrawal	(20,900.00)
Baker & Co.	825-03769	March 08	3	2008	Cash Withdrawal	(31,000.00)
Baker & Co.	825-03769	April 08	4	2008	Cash Withdrawal	(25,000.00)
Baker & Co.	825-03769	May 08	5	2008	Cash Withdrawal	(23,000.00)
Baker & Co.	825-03689	5/15/2008	5	2008	Cash Withdrawal	(2,000.00)
Baker & Co.	825-03769	June 08	6	2008	Cash Withdrawal	(19,400.00)
Baker & Co.	825-03689	6/16/2008	6	2008	Cash Withdrawal	(4,000.00)
Baker & Co.	825-03689	6/11/2008	6	2008	Cash Withdrawal	(2,000.00)
Baker & Co.	825-03769	July 08	7	2008	Cash Withdrawal	(23,500.00)
Baker & Co.	825-03769	August 08	8	2008	Cash Withdrawal	(10,200.00)
Baker & Co.	825-03689	8/25/2008	8	2008	Cash Withdrawal	(4,000.00)
Baker & Co.	825-03689	8/26/2008	8	2008	Cash Withdrawal	(4,000.00)
Baker & Co.	825-03769	September 08	9	2008	Cash Withdrawal	(25,000.00)

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Sherman v. Sherman
Exhibit D

Listing of Withdrawals

Institution	Account	Date	Month	Year	Description	Amount
Baker & Co.	825-03769	October 08	10	2008	Cash Withdrawal	(15,000.00)
Baker & Co.	825-03769	November 08	11	2008	Cash Withdrawal	(16,600.00)
Baker & Co.	825-03689	11/5/2008	11	2008	Cash Withdrawal	(2,000.00)
Baker & Co.	825-03769	December 08	12	2008	Cash Withdrawal	(34,000.00)
Baker & Co.	825-03689	12/1/2008	12	2008	Cash Withdrawal	(750.00)
Baker & Co.	825-03769	January 09	1	2009	Cash Withdrawal	(27,000.00)
Baker & Co.	825-03689	1/2/2009	1	2009	Cash Withdrawal	(9,000.00)
Baker & Co.	825-03769	February 09	2	2009	Cash Withdrawal	(15,300.00)
Baker & Co.	825-03769	March 09	3	2009	Cash Withdrawal	(8,200.00)
Baker & Co.	825-03762	3/13/2009	3	2009	Cash Withdrawal	(2,200.00)
Baker & Co.	825-03689	3/2/2009	3	2009	Cash Withdrawal	(1,000.00)
Baker & Co.	825-03769	April 09	4	2009	Cash Withdrawal	(7,000.00)
Baker & Co.	825-03689	4/7/2009	4	2009	Cash Withdrawal	(2,000.00)
Baker & Co.	825-03769	May 09	5	2009	Cash Withdrawal	(23,800.00)
Baker & Co.	825-03689	5/12/2009	5	2009	Cash Withdrawal	(2,000.00)
Baker & Co.	825-03769	June 09	6	2009	Cash Withdrawal	(12,500.00)
Baker & Co.	825-03762	6/15/2009	6	2009	Cash Withdrawal	(500.00)
Baker & Co.	825-03769	July 09	7	2009	Cash Withdrawal	(25,100.00)
Baker & Co.	825-03769	August 09	8	2009	Cash Withdrawal	(17,500.00)
Baker & Co.	825-03769	September 09	9	2009	Cash Withdrawal	(11,000.00)
Baker & Co.	825-03762	9/25/2009	9	2009	Cash Withdrawal	(10,765.18)
Baker & Co.	825-03689	9/3/2009	9	2009	Cash Withdrawal	(2,300.00)
Baker & Co.	825-03689	9/29/2009	9	2009	Cash Withdrawal	(2,000.00)
Baker & Co.	825-03762	9/16/2009	9	2009	Cash Withdrawal	(1,500.00)
Baker & Co.	825-03689	9/10/2009	9	2009	Cash Withdrawal	(1,300.00)
Baker & Co.	825-03769	October 09	10	2009	Cash Withdrawal	(10,200.00)

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Sherman v. Sherman
Exhibit D

Listing of Withdrawals

Institution	Account	Date	Month	Year	Description	Amount
Baker & Co.	825-03689	10/15/2009	10	2009	Cash Withdrawal	(500.00)
Baker & Co.	825-03769	11/9/2013	11	2009	Cash Withdrawal	(20,300.00)
Baker & Co.	825-03689	11/30/2009	11	2009	Cash Withdrawal	(5,000.00)
Baker & Co.	825-03769	December 09	12	2009	Cash Withdrawal	(5,500.00)
Baker & Co.	825-03689	12/30/2009	12	2009	Cash Withdrawal	(2,000.00)
Baker & Co.	825-03769	January 10	1	2010	Check written to Ohio Savings Bank	(5,000.00)
Baker & Co.	825-03689	1/19/2010	1	2010	Cash Withdrawal	(3,000.00)
Baker & Co.	825-03762	1/29/2010	1	2010	Cash Withdrawal	(321.12)
Baker & Co.	825-03769	February 10	2	2010	Cash Withdrawal	(14,200.00)
Baker & Co.	825-03689	2/8/2010	2	2010	Cash Withdrawal	(4,300.00)
Baker & Co.	825-03769	March 10	3	2010	Cash Withdrawal	(6,200.00)
Baker & Co.	825-03769	April 10	4	2010	Cash Withdrawal	(19,000.00)
Baker & Co.	825-03689	4/26/2010	4	2010	Cash Withdrawal	(2,500.00)
Baker & Co.	825-03689	5/20/2010	5	2010	Cash Withdrawal	(5,000.00)
Baker & Co.	825-03689	5/25/2010	5	2010	Cash Withdrawal	(2,000.00)
Baker & Co.	825-03689	6/3/2010	6	2010	Cash Withdrawal	(2,100.00)
Baker & Co.	825-03769	June 10	6	2010	Cash Withdrawal	(2,000.00)
Baker & Co.	825-03689	7/8/2010	7	2010	Cash Withdrawal	(1,000.00)
Baker & Co.	825-03689	7/13/2010	7	2010	Cash Withdrawal	(1,000.00)
Baker & Co.	825-03762	7/22/2010	7	2010	Cash Withdrawal	(450.94)
Baker & Co.	825-03769	August 10	8	2010	Cash Withdrawal	(12,600.00)
Baker & Co.	825-03689	8/3/2010	8	2010	Cash Withdrawal	(4,000.00)
Baker & Co.	825-03689	8/24/2010	8	2010	Cash Withdrawal	(1,000.00)
Baker & Co.	825-03769	September 10	9	2010	Cash Withdrawal	(30,500.00)
Baker & Co.	825-03689	9/23/2010	9	2010	Cash Withdrawal	(1,800.00)
Baker & Co.	825-03689	9/20/2010	9	2010	Cash Withdrawal	(1,000.00)

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Sherman v. Sherman
Exhibit D

Listing of Withdrawals

Institution	Account	Date	Month	Year	Description	Amount
Baker & Co.	825-03769	October 10	10	2010	Check written to Ohio Savings Bank	(7,000.00)
Baker & Co.	825-03689	10/29/2010	10	2010	Check to RBC Capital	(4,500.00)
Baker & Co.	825-03769	October 10	10	2010	Cash Withdrawal	(4,000.00)
Baker & Co.	825-03689	10/7/2010	10	2010	Cash Withdrawal	(1,500.00)
Baker & Co.	825-03762	11/10/2010	11	2010	Transfer to 3769	(59,791.07)
Baker & Co.	825-03689	11/1/2010	11	2010	Check to Park View Federal	(2,500.00)
Baker & Co.	825-03762	11/10/2010	11	2010	Transfer to 3769	(271.24)
Baker & Co.	825-03769	December 10	12	2010	Cash Withdrawal	(18,500.00)
Baker & Co.	825-03689	1/13/2011	1	2011	Check to Park View Federal	(2,000.00)
Baker & Co.	825-03769	January 11	1	2011	Check written to Ohio Savings Bank	(1,500.00)
Baker & Co.	825-03769	February 11	2	2011	Check written to Ohio Savings Bank	(1,100.00)
Baker & Co.	825-03769	March 11	3	2011	Check to Charles Schwab	(25,000.00)
Baker & Co.	825-03689	3/30/2011	3	2011	Check to unknown	(1,500.00)
Baker & Co.	825-03769	April 11	4	2011	Check to Charles Schwab	(5,000.00)
Baker & Co.	825-03769	April 11	4	2011	Check written to Ohio Savings Bank	(1,000.00)
Baker & Co.	825-03689	4/1/2011	4	2011	Check to Park View Federal	(500.00)
Baker & Co.	825-03769	May 11	5	2011	Check written to Ohio Savings Bank	(7,300.00)
Baker & Co.	825-03769	May 11	5	2011	Cash Withdrawal	(5,000.00)
Baker & Co.	825-03769	May 11	5	2011	Check written to Jeremy	(3,000.00)
Baker & Co.	825-03769	June 11	6	2011	Payment to Discover	(6,647.86)
Baker & Co.	825-03769	June 11	6	2011	Check written to Ohio Savings Bank	(4,000.00)
Baker & Co.	825-03771	9/10/2008	9	2008	Cash Withdrawal	$ (7,000.00)
Baker & Co.	825-03771	12/30/2008	12	2008	Cash Withdrawal	(7,000.00)
Baker & Co.	825-03771	3/26/2009	3	2009	Cash Withdrawal	(7,000.00)
Baker & Co.	825-03771	9/3/2009	9	2009	Cash Withdrawal	(8,170.39)
Charles Schwab	8100-9956	3/16/2004	3	2004	Checks	(4,618.00)

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Listing of Withdrawals

Institution	Account	Date	Month	Year	Description	Amount
Charles Schwab	8100-9956	3/22/2004	3	2004	Checks	(400.00)
Charles Schwab	8100-9956	4/27/2004	4	2004	Checks	(1,400.00)
Charles Schwab	8100-9956	5/24/2004	5	2004	Checks	(3,000.00)
Charles Schwab	8100-9956	5/26/2004	5	2004	Checks	(2,000.00)
Charles Schwab	8100-9956	5/28/2004	5	2004	Checks	(1,000.00)
Charles Schwab	8100-9956	June	6	2004	Checks	(17,790.00)
Charles Schwab	8100-9956	July	7	2004	Checks	(900.00)
Charles Schwab	8100-9956	August	8	2004	Checks	(1,525.00)
Charles Schwab	8100-9956	September	9	2004	Checks	(4,260.00)
Charles Schwab	8100-9956	October	10	2004	Checks	(12,750.00)
Charles Schwab	8100-9956	November	11	2004	Checks	(7,221.70)
Charles Schwab	8100-9956	December	12	2004	Checks	(1,000.00)
Charles Schwab	8100-9956	January	1	2005	Checks	(4,265.00)
Charles Schwab	8100-9956	February	2	2005	Checks	(8,720.00)
Charles Schwab	8100-9956	April	4	2005	Checks	(18,384.00)
Charles Schwab	8100-9956	May	5	2005	Checks	(9,545.00)
Charles Schwab	8100-9956	June	6	2005	Checks	(11,560.00)
Charles Schwab	8100-9956	July	7	2005	Checks	(6,519.00)
Charles Schwab	8100-9956	August	8	2005	Checks	(17,655.00)
Charles Schwab	8100-9956	September	9	2005	Checks	(4,975.00)
Charles Schwab	8100-9956	October	10	2005	Checks	(2,255.00)
Charles Schwab	8100-9956	December	12	2005	Checks	(1,000.00)
Charles Schwab	8100-9956	May	5	2006	Checks	(1,600.00)
Charles Schwab	8100-9956	November	11	2006	Checks	(640.00)
Charles Schwab	8100-9956	July	7	2007	Checks	(700.00)
Charles Schwab	8100-9956	September	9	2007	Checks	(2,000.00)

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Institution	Account	Date	Month	Year	Description	Amount
Charles Schwab	8100-9956	October	10	2007	Checks	(3,580.00)
Charles Schwab	8100-9956	November	11	2007	Checks	(3,300.00)
Charles Schwab	8100-9956	December	12	2007	Checks	(1,240.00)
Charles Schwab	8100-9956	January	1	2008	Checks	(3,500.00)
Charles Schwab	8100-9956	February	2	2008	Checks	(4,570.00)
Charles Schwab	8100-9956	March	3	2008	Checks	(6,140.00)
Charles Schwab	8100-9956	April	4	2008	Checks	(4,800.00)
Charles Schwab	8100-9956	July	7	2008	Checks	(2,000.00)
Charles Schwab	8100-9956	August	8	2008	Checks	(9,800.00)
Charles Schwab	8100-9956	October	10	2008	Checks	(8,500.00)
Charles Schwab	8100-9956	November	11	2008	Checks	(7,060.00)
Charles Schwab	8100-9956	December	12	2008	Checks	(5,917.14)
Charles Schwab	8100-9956	February	2	2010	Checks	(1,000.00)
Charles Schwab	8100-9956	July	7	2010	Checks	(5,100.00)
Charles Schwab	8100-9956	November	11	2010	ATM Withdrawal	(360.00)
Charles Schwab	8100-9956	January	1	2011	ATM Withdrawal	(200.00)
Charles Schwab	8100-9956	February	2	2011	ATM Withdrawal	(400.00)
Charles Schwab	8100-9956	March	3	2011	ATM Withdrawal	(3,900.00)
Charles Schwab	8100-9956	March	3	2011	Checks	(2,000.00)
Charles Schwab	8100-9956	April	4	2011	Checks	(5,000.00)
Charles Schwab	8100-9956	April	4	2011	ATM Withdrawal	(2,400.00)
Charles Schwab	8100-9956	May	5	2011	ATM Withdrawal	(1,860.00)
Charles Schwab	8100-9956	June	6	2011	Checks	(1,180.00)
Charles Schwab	8100-9956	June	6	2011	ATM Withdrawal	(400.00)
Fifth Third	1907	12/28/2011	12	2011	Cash Withdrawal	$ (3,000.00)
Fifth Third	1907	7/20/2012	7	2012	Cash Withdrawal	(17,020.80)

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Listing of Withdrawals

Institution	Account	Date	Month	Year	Description	Amount
Fifth Third	1593	10/26/2011	10	2011	Cash Withdrawal	$ (8,000.00)
Huntington	3180	7/15/2011	7	2011	Withdrawal	$ (49,501.36)
Merrill Lynch	617-56864	1/8/2004	1	2004	Check to Ohio Savings Bank	(11,000.00)
Merrill Lynch	617-57358		1	2004	total checks > than what shows on 56864	(8,369.00)
Merrill Lynch	617-56864	2/26/2004	2	2004	Check to Ohio Savings Bank	(17,600.00)
Merrill Lynch	617-56864	2/5/2004	2	2004	Check to Ohio Savings Bank	(400.00)
Merrill Lynch	617-57358		3	2004	total checks > than what shows on 56864	(15,000.00)
Merrill Lynch	617-56864	6/7/2004	6	2004	Check to Ohio Savings Bank	(8,000.00)
Merrill Lynch	617-56864	7/28/2004	7	2004	Check to Ohio Savings Bank	(15,000.00)
Merrill Lynch	617-56864	8/18/2004	8	2004	Check to Ohio Savings Bank	(20,000.00)
Merrill Lynch	617-56864	9/29/2004	9	2004	Check to Ohio Savings Bank	(19,500.00)
Merrill Lynch	617-57358		10	2004	total checks > than what shows on 56864	(10,000.00)
Merrill Lynch	617-56864	11/23/2004	11	2004	Check to Ohio Savings Bank	(14,000.00)
Merrill Lynch	617-56864	12/30/2004	12	2004	Transfer to 57358	(175,000.00)
Merrill Lynch	617-57358		12	2004	total checks > than what shows on 56864	(150,000.00)
Merrill Lynch	617-56864	12/28/2004	12	2004	Check written to unknown	(16,000.00)
Merrill Lynch	617-56864	1/[illegible]/2005	1	2005	Check to Ohio Savings Bank	(20,000.00)
Merrill Lynch	617-57358		1	2005	total checks > than what shows on 56864	(12,000.00)
Merrill Lynch	617-57358		2	2005	total checks > than what shows on 56864	(14,756.37)
Merrill Lynch	617-56864	2/18/2005	2	2005	Check to Key CC	(5,522.58)
Merrill Lynch	617-57358		3	2005	total checks > than what shows on 56864	(14,507.09)
Merrill Lynch	617-57358		4	2005	total checks > than what shows on 56864	(38,872.30)
Merrill Lynch	617-56864	4/26/2005	4	2005	Check to Ohio Savings Bank	(29,400.00)
Merrill Lynch	617-57358		5	2005	total checks > than what shows on 56864	(37,929.11)
Merrill Lynch	617-56864	6/20/2005	6	2005	Check to Ohio Savings Bank	(30,000.00)
Merrill Lynch	617-57358		6	2005	total checks > than what shows on 56864	(3,787.64)

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Institution	Account	Date	Month	Year	Description	Amount
Merrill Lynch	617-57358		7	2005	total checks > than what shows on 56864	(16,929.54)
Merrill Lynch	617-56864	8/2/2005	8	2005	Transfer to 57358	(60,000.00)
Merrill Lynch	617-57358		8	2005	total checks > than what shows on 56864	(27,755.73)
Merrill Lynch	617-57358		9	2005	total checks > than what shows on 56864	(19,408.64)
Merrill Lynch	617-57358		10	2005	total checks > than what shows on 56864	(14,370.02)
Merrill Lynch	617-57358		11	2005	total checks > than what shows on 56864	(30,571.21)
Merrill Lynch	617-57358		12	2005	total checks > than what shows on 56864	(45,596.54)
Merrill Lynch	617-56864	Jan 07	1	2007	Transfer to 57358	(180,000.00)
Merrill Lynch	617-56864	April 08	4	2008	Transfer to 57358	(430,000.00)
Merrill Lynch	617-57358	8-May	5	2008	Bill payment from 57358	(10,000.00)
Merrill Lynch	617-56864	2/16/2010	2	2009	Transfer to 57358	(174,651.60)
Merrill Lynch	617-56864	4/30/2010	4	2009	Transfer to 57358	(160,770.93)
Merrill Lynch	617-56864	3-Apr	4	2009	Transfer to 57358	(49,000.00)
Merrill Lynch	617-56864	4-Apr	4	2009	Transfer to 57358	(49,000.00)
Merrill Lynch	617-56864	4/7/2009	4	2009	Check written to unknown	(10,000.00)
Merrill Lynch	617-56864	5/13/2009	5	2009	Transfer to 57358	(487,083.30)
Merrill Lynch	617-56864	5/6/2009	5	2009	Transfer to 57358	(69,000.00)
Merrill Lynch	617-56864	2/16/2010	2	2010	Transfer to 57358	(115,000.00)
Merrill Lynch	617-56864	4/30/2010	4	2010	Transfer to 57358	(24,969.47)
Merrill Lynch	617-56864	May 10	5	2010	Transfer to 57358	(4.87)
Morgan Stanley	Acct. #018546	June	6	2009	Transfer	$ (1,515.48)
Ohio Savings Bank (NYCB*)	210626206	3/19/2009	3	2009	Cash Withdrawal	$ (510.91)
Ohio Savings Bank (NYCB*)	960971745	4/30/2009	4	2009	close out and transfer	(25,638.46)
Ohio Savings Bank (NYCB*)	333445279817	4/15/2009	4	2009	close out and transfer	(16,846.49)
Ohio Savings Bank (NYCB*)	333445279788	4/15/2009	4	2009	close out and transfer	(12,354.10)
Ohio Savings Bank (NYCB*)	211014790	7/3/2009	7	2009	close out and transfer	(33,636.41)

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Institution	Account	Date	Month	Year	Description	Amount
Ohio Savings Bank (NYCB*)	333445257951	8/14/2009	8	2009	close out and transfer	(11,137.79)
Ohio Savings Bank (NYCB*)	210667671	January 10	1	2010	Cash Withdrawal	$ (500.00)
Ohio Savings Bank (NYCB*)	210667671	February 10	2	2010	Cash Withdrawal	(1,350.00)
Ohio Savings Bank (NYCB*)	210667671	April 10	4	2010	Cash Withdrawal	(1,170.00)
Ohio Savings Bank (NYCB*)	210667671	June 10	6	2010	Cash Withdrawal	(180.00)
Ohio Savings Bank (NYCB*)	210626206	7/1/2010	7	2010	Cash Withdrawal	(250.00)
Ohio Savings Bank (NYCB*)	210667671	10-Sep	9	2010	Cash Withdrawal	(100.00)
Ohio Savings Bank (NYCB*)	210667671	October 10	10	2010	Cash Withdrawal	(930.00)
Ohio Savings Bank (NYCB*)	210626206	10/13/2010	10	2010	Cash Withdrawal	(75.00)
Ohio Savings Bank (NYCB*)	333446222775	11/3/2010	11	2010	close out and transfer	(25,922.69)
Ohio Savings Bank (NYCB*)	210667671	November 10	11	2010	Cash Withdrawal	(900.00)
Ohio Savings Bank (NYCB*)	210667671	January 11	1	2011	Cash Withdrawal	(1,100.00)
Ohio Savings Bank (NYCB*)	210667671	February 11	2	2011	Cash Withdrawal	(875.00)
Ohio Savings Bank (NYCB*)	210667671	March 11	3	2011	Cash Withdrawal	(1,350.00)
Ohio Savings Bank (NYCB*)	210667671	April 11	4	2011	Cash Withdrawal	(1,600.00)
Ohio Savings Bank (NYCB*)	210667671	May 11	5	2011	Cash Withdrawal	(1,700.00)
Ohio Savings Bank (NYCB*)	210667671	June 11	6	2011	Cash Withdrawal	(1,410.00)
Ohio Savings Bank (NYCB*)	210626206	6/30/2011	6	2011	Cash Withdrawal	(221.00)
Ohio Savings Bank (NYCB*)	210651147	June 11	6	2011	Cash Withdrawal	$ (100.00)
Ohio Savings Bank (NYCB*)	210626206	7/5/2011	7	2011	Transfer debit	(33,800.00)
Ohio Savings Bank (NYCB*)	210626206	7/18/2011	7	2011	Cash Withdrawal	(2,500.00)
Ohio Savings Bank (NYCB*)	210667671	July 11	7	2011	Cash Withdrawal	(1,300.00)
Ohio Savings Bank (NYCB*)	210626206	7/18/2011	7	2011	Cash Withdrawal	(100.00)
Ohio Savings Bank (NYCB*)	210667671	August 11	8	2011	Cash Withdrawal	(3,610.00)
Ohio Savings Bank (NYCB*)	210651147	August 11	8	2011	Cash Withdrawal	(300.00)
Ohio Savings Bank (NYCB*)	210667671	September 11	9	2011	Cash Withdrawal	(1,740.00)

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Institution	Account	Date	Month	Year	Description	Amount
Ohio Savings Bank (NYCB*)	210667671	October 11	10	2011	Cash Withdrawal	(2,475.00)
Ohio Savings Bank (NYCB*)	210667671	November 11	11	2011	Cash Withdrawal	(3,761.00)
Ohio Savings Bank (NYCB*)	210667671	December 11	12	2011	Cash Withdrawal	(2,620.00)
Ohio Savings Bank (NYCB*)	210667671	January 12	1	2012	Cash Withdrawal	(1,670.00)
Ohio Savings Bank (NYCB*)	210667671	February 12	2	2012	Cash Withdrawal	(1,670.00)
Ohio Savings Bank (NYCB*)	210642260	6/10/2011	6	2011	Check	(23,000.00)
Ohio Savings Bank (NYCB*)	210642260	6/24/2011	6	2011	Cash Withdrawal	(6,500.00)
Ohio Savings Bank (NYCB*)	210642260	6/6/2011	6	2011	Cash Withdrawal	$ (5,000.00)
Ohio Savings Bank (NYCB*)	210642260	6/10/2011	6	2011	Cash Withdrawal	(5,000.00)
Ohio Savings Bank (NYCB*)	210642260	6/20/2011	6	2011	Cash Withdrawal	(5,000.00)
Ohio Savings Bank (NYCB*)	210642260	6/20/2011	6	2011	Cash Withdrawal	(5,000.00)
Ohio Savings Bank (NYCB*)	210642260	6/24/2011	6	2011	Cash Withdrawal	(1,000.00)
Ohio Savings Bank (NYCB*)	211011370	12/21/2011	12	2011	Close account	(100,007.09)
Ohio Savings Bank (NYCB*)	218001691	1/27/2011	1	2011	Cash Withdrawal	$ (3,300.00)
Ohio Savings Bank (NYCB*)	218001691	4/5/2011	4	2011	Cash Withdrawal	(500.00)
Ohio Savings Bank (NYCB*)	218001691	6/10/2011	6	2011	Cash Withdrawal	(500.00)
Ohio Savings Bank (NYCB*)	218001691	7/15/2011	7	2011	Close account - transfer to 9436	(60,447.75)
Ohio Savings Bank (NYCB*)	9436	7/26/2011	7	2011	Cash Withdrawal	$ (10,000.00)
Ohio Savings Bank (NYCB*)	9436	8/15/2011	8	2011	Cash Withdrawal	(3,000.00)
Ohio Savings Bank (NYCB*)	9436	10/25/2011	10	2011	Cash Withdrawal	(3,000.00)
Ohio Savings Bank (NYCB*)	9436	11/17/2011	11	2011	Cash Withdrawal	(400.00)

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* Ohio Savings Bank is part of the New York Community Bank (NYCB) group.

Court of Common Pleas
Cuyahoga County, Ohio

Jennifer Sherman, Co-Executor, Etc. vs. Sanford Sherman, Et Al
Case no.: CV-14-827479

Analysis of Account Activity and Related Damages

Prepared by Jeffrey D. Firestone, CPA, CFE

June 9, 2015

Purpose and Scope of Engagement

McManamon & Co. LLC has been engaged by Jennifer Sherman, Executor of the Estate of Aliza Sherman, as consultants and, if needed, expert witnesses in the above-referenced case. The scope of our engagement was to review and analyze case related documents, including the investment account statements of Aliza C. Sherman ("Mrs. Sherman") and Sanford Sherman, ("Mr. Sherman") and to provide our comments regarding the activity with the investment accounts and economic damages suffered by the Estate of Mrs. Sherman, if any.

Background

It is our understanding that Mr. and Mrs. Sherman were married until the death of Mrs. Sherman in March 2013. At the time of her death, the Shermans were in the midst of divorce proceedings. Further, the Shermans had individual investment accounts with Merrill Lynch (and its predecessor CMA), dating back to the year 2000. Mrs. Sherman's account was established in May of 2000 and a power of attorney was executed for the account which granted authority to manage Mrs. Sherman's account to Mr. Sherman. Mrs. Sherman was unaware of the existence of the account and had indicated that the power attorney that was purportedly signed by her was not signed with her signature.

I am a Certified Fraud Examiner ("CFE"), a credential earned from the Association of Certified Fraud Examiners. CFEs are often asked for an opinion about the existence of fraud. However, the Certified Fraud Examiner Code of Professional Ethics reads that "no opinion shall be expressed regarding the guilt or innocence of any person or party." That determination is left for the judge and/or jury. As a result, we will not make a determination regarding the guilt or innocence of the parties to this matter, rather we will review and report on the results of our analysis of the case circumstances and documents.

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Further, it is our understanding that an expert report should be intended and designed to assist the trier of fact to understand the evidence by way of scientific, technical, or other specialized knowledge. The report should be the product of appropriate principles and methods applied reliably to the facts of the case. The expert should have the training and experience to competently complete the engagement and opine to a clearly stated conclusion based on sufficient relevant data and well-founded methodologies.

In addition, I am a Certified Public Accountant ("CPA"). CPAs that provide litigation services are bound by certain professional standards, including those specified in the AICPA's Consulting Services Special Report 03-1. Such standards require, among other constraints, that a CPA be free of conflicts of interest, maintain integrity and objectivity, evaluate and challenge the assumptions and calculations, use sufficient relevant data as a basis for an opinion, and not to subordinate his or her judgment to the client.

Summary of Findings

As described in more detail below, we have noted that Mrs. Sherman's account had nearly $2 million deposited into it between May 2000 and July 2004. Approximately $785,000 (net)[1] was transferred to Mr. Sherman's account. The account was cleared out in May 2010. When the estimated annual yield percentages are applied to the money transferred out of Mrs. Sherman's account, the account value, including interest that was transferred out of Mrs. Sherman's account into Mr. Sherman's account was approximately $820,000.

Methodology

We reviewed and analyzed account statements for the Merrill Lynch accounts for Mrs. Sherman, account number 617-56864.

Account Activity

We noted that Mrs. Sherman's account was opened in May 2000 and was closed in May 2010. We noted twelve transfers to Mr. Sherman's account, totaling $1,252,074.34 which took place between September 2002 and May 2010. There were seven transfers of funds into Mrs. Sherman's account from Mr. Sherman's account totaling $466,313 which took place between May 2003 and July 2004. See detail list below.

[1] Nearly $1.25 million was transferred to Mr. Sherman's account, approximately $465,000 was transferred from Mr. Sherman's account

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Date	Transaction		Amount
9/17/02	TRF to 57358	N/O SANFORD J SHERMAN	(100.00)
12/6/02	TRF to 57358	N/O SANFORD J SHERMAN	(100,000.00)
5/19/03	TRF from 57358	N/O SANFORD J SHERMAN	200.00
11/19/03	TRF from 57358	N/O SANFORD J SHERMAN	3,000.00
3/23/04	TRF from 57358	N/O SANFORD J SHERMAN	70,000.00
3/9/04	TRF from 57358	N/O SANFORD J SHERMAN	5,000.00
4/26/04	TRF from 57358	N/O SANFORD J SHERMAN	28,000.00
6/10/04	TRF from 57358	N/O SANFORD J SHERMAN	113.00
7/2/04	TRF from 57358	N/O SANFORD J SHERMAN	360,000.00
12/30/04	Journal Entry	N/O SANFORD J SHERMAN	(175,000.00)
8/2/05	TRF to 57358	N/O SANFORD J SHERMAN	(60,000.00)
1/31/07	TRF to 57358	N/O SANFORD J SHERMAN	(180,000.00)
4/21/08	TRF to 57358	N/O SANFORD J SHERMAN	(430,000.00)
4/3/09	TRF to 57358	N/O SANFORD J SHERMAN	(49,000.00)
4/14/09	TRF to 57358	N/O SANFORD J SHERMAN	(49,000.00)
5/5/09	TRF to 57358	N/O SANFORD J SHERMAN	(69,000.00)
2/16/10	TRF to 57358	N/O SANFORD J SHERMAN	(115,000.00)
4/30/10	TRF to 57358	N/O SANFORD J SHERMAN	(24,969.47)
5/3/10	TRF to 57358	N/O SANFORD J SHERMAN	(4.87)
			$ (785,761.34)

Investment Allocation and Application of Investment Yield

Each monthly statement for Mrs. Sherman's account included a breakdown of the account holdings and an estimated annual yield percentage. We applied the investment allocation percentages and the related estimated annual yield percentage for each month to the transactions noted above and determined that approximately $35,000 in investment income was lost as a result of the net transfers out of Mrs. Sherman's account and into Mr. Sherman's account.

Other Account Activity

We also noted other withdrawals of funds from Mrs. Sherman's account totaling $487,615.69. However, we did not have sufficient records to determine the nature and purpose of the transactions and have omitted them from our analysis of damages to Mrs. Sherman's estate at this time. Should more documents be provided regarding these transactions, a supplement to this report may be required.

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Conclusion

An expert's report should be intended and designed to assist the court in understanding the evidence by way of scientific, technical, or other specialized knowledge, address proximate cause, assess damages with reasonable certainty, be measurable based upon known reliable factors without undue speculation, and should be the product of appropriate principles and methods applied reliably to the facts of the case.

Based upon our review and analysis of available documents and information, and my education, training, and experience, it is my opinion that the Estate of Aliza C. Sherman incurred damages in the amount of $820,000 related to the transfer of funds from her Merrill Lynch account to the Merrill Lynch account of Mr. Sherman. I hold this opinion to a reasonable degree of economic certainty.

Limiting Conditions

I reserve the right to modify and supplement this report if other facts, circumstances or documents become available.

Possession of this report and associated data, work papers and calculations, or a written copy thereof, does not carry with it the right of publication of all or part of it, nor may it be used or relied upon for any other purpose.

Certification and Resume

I certify that, to the best of my knowledge and belief:

The statements of fact contained in this report are true and correct.

The reported analysis, opinions, and conclusions are my personal, unbiased professional analyses, opinions, and conclusions.

I have no present or prospective interest in the parties that are the subject of this report, and I have no personal interest with respect to the parties involved.

I have no bias with respect to the party that is the subject of this report or to the parties involved with this assignment.

My engagement in this assignment was not contingent upon developing or reporting predetermined results.

My compensation for completing this assignment is not contingent upon the development or reporting of a predetermined economic loss or direction in economic loss that favors the cause of the attorneys' client, the amount of an action or event resulting from the analyses, opinions, or conclusions in, or the use of, this report.

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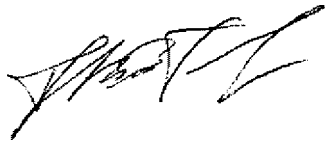
My standard billing rate is $295 per hour and my testimony rate is $330 per hour. The billing rates for my firm range from $75 per hour to $360.

My curriculum vitae is attached as Exhibit A.

Respectfully submitted,

MCMANAMON & CO. LLC



Jeffrey D. Firestone, CPA, CFE

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EXHIBIT A

Resume of

Jeffrey D. Firestone, CPA, CFE

PRESENT POSITION

Director of Litigation Services and Audit & Accounting Services – December 2009 to Present
McManamon & Co. LLC

PREVIOUS POSITIONS

Associate Director - Business Valuation and Litigation Consulting Services Group - September 2003 to November 2009
SS&G Financial Services, Inc., Solon, Ohio (Merger from Bick Fredman & Co.)

Supervisor - Audit Department and Litigation Support Services Department – November 1997 to September 2003
Bick Fredman & Co., Cleveland, Ohio

Corporate Controller – July 1996 to November 1997
Feldman Mechanical Inc., Macedonia, Ohio

Senior Staff Auditor – July 1993 to June 1996
Ernst & Young LLP, Cleveland, Ohio

EXPERIENCE

Planning, preparation, oversight, and review of fraud and forensic engagements and economic damage calculations and other litigation support services such as fraud deterrence, bankruptcy/insolvency, and reporting on the propriety of other expert reports. Fraud and forensic analyses have been prepared in litigation matters, due diligence situations, and in bankruptcy/insolvency matters. Economic damages analyses and reports have been prepared for the purposes of breach of contract, business interruption, wrongful death, wrongful termination, and for other litigation. Insolvency work includes work with Receiverships, Bankruptcies, Liquidating Agent, and other matters.

Audit work in various industries including construction, small business, manufacturing, real estate (HUD), and not-for-profit. Audit program design, budget preparation, financial statement preparation, supervision of staff auditors, coordination with client personnel and internal auditors.

Corporate experience includes maintaining corporate accounting system and related internal controls, preparation of monthly financial statements, preparation of monthly/annual tax filings, supervision of accounting department, handle human resource functions.

EDUCATION

Miami University
BSBA - Accounting

Continuing Education
Classes, seminars and readings in audit, damages, fraud, tax, bankruptcy/insolvency, and accounting at American Institute of CPA's, Ohio Society of CPA's, Turnaround Management Association, Association of Certified Fraud Examiners, and others.

PROFESSIONAL

Ohio Society of Certified Public Accountants (OSCPA)
American Institute of Certified Public Accountants (AICPA)
Association of Certified Fraud Examiners (ACFE)

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McMANAMON & CO., LLC
CERTIFIED PUBLIC ACCOUNTANTS

February 19, 2016

Adam M. Fried, Esq.
Reminger Co., LPA
101 West Prospect Avenue, Suite 1400
Cleveland, Ohio 44115-1093

Via E-Mail

RE: Estate of Aliza Sherman

Dear Mr. Fried:

Pursuant to your request, we have reviewed the January 28, 2016 letter from Brian Green and the attached documents regarding Sanford Sherman's current financial position. Based upon that review, we have the following questions and comments:

- Mr. Sherman had accounts with Baker & Co, for which little documentation was provided to us during our prior work. However, one of the account statements we were provided had a balance of $281,500 in mid-2011. What has become of these funds, as well as the other account(s) that were held with Baker?

- Mr. Green noted that a large amount of due diligence was done by Mrs. Sherman's counsel, and that additional assets would have been discovered. I was engaged by Mrs. Sherman to assist in these matters during the divorce. While it is true that in the documents we were provided, we noted no accounts for which documentation was not provided, except for the Baker & Co accounts. It should be noted, that during the course of our work for Mrs. Sherman, we noted a large number of cash transactions for which no explanation or documentation was provided, which could be an indication of other accounts or hidden funds.

- There was approximately $105,000,000 in purchases and sales in 2014, a very large amount of trading in the Schwab account, #9956, considering the balance began the year at about $70,000.

- Mr. Sherman has accumulated approximately $1,850,000 in loss carry forwards from his trading activity, including losses of approximately $368,000 in 2014.

- You should request copies of the Tax statements for 2014 and 2015 for all of Mr. Sherman's accounts.

EXHIBIT
3

1651 Crossings Parkway • Cleveland, OH 44145 • (440) 892-8900 • Fax (440) 892-8901
www.mcmanamonco.com
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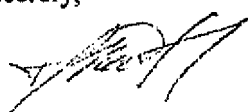
- Mr. Sherman's tax returns indicate that there was income from foreign sources, this is likely from investments held domestically, but the requested tax statements would verify it, as opposed to other undisclosed funds being held overseas

Please give me a call to discuss any questions that you may have.

Sincerely,



Jeffrey D. Firestone, CPA, CFE
Director of Litigation Services
McManamon & Co., LLC

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In The Matter of:

Jennifer Sherman, etc.

vs.

Sanford Sherman

Jennifer Sherman

August 25, 2015

Deposition

MEHLER HAGESTROM
Court Reporters

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original filename: 150825_-_sherman_jennifer



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IN THE COURT OF COMMON PLEAS
CUYAHOGA COUNTY, OHIO

JENNIFER SHERMAN, Co-Executor of the ESTATE OF ALIZA SHERMAN, Deceased,
Plaintiff,

-vs-

JUDGE MCCLELLAND
CASE NO. CV-14-827479

SANFORD SHERMAN,
Defendant.

- - - -

Deposition of **JENNIFER SHERMAN**, taken as if upon cross-examination before Margaret A. Trombetta, a Registered Merit Reporter and Notary Public within and for the State of Ohio, at the offices of Shapero & Green, LLC, 25101 Chagrin Boulevard, Beachwood, Ohio, at 9:00 a.m. on Friday, August 25, 2015, pursuant to notice and/or stipulations of counsel, on behalf of the Defendant in this cause.

- - - -

MEHLER & HAGESTROM
Court Reporters

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101 West Prospect Avenue	50 South Main Street
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APPEARANCES:

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(216) 687-1311
afried@reminger.com
jwinter@reminger.com,
On behalf of the Plaintiff;

Brian J. Green, Esq.
Shapero & Green, LLC
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Beachwood, Ohio 44122
(216) 831-5100
bgreen@shaperlaw.com,
On behalf of the Defendant.

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JENNIFER SHERMAN, of lawful age, called by the Defendant for the purpose of cross-examination, as provided by the Rules of Civil Procedure, being by me first duly sworn, as hereinafter certified, deposed and said as follows:

CROSS-EXAMINATION OF JENNIFER SHERMAN

BY MR. GREEN:

Q. Good morning, Ms. Sherman. My name is Brian Green. I represent Sanford Sherman in a matter of Jennifer Sherman, plaintiff, versus Sanford Sherman pending in the Court of Common Please Cuyahoga County, Ohio being Case Number CV-14-827479.

We're today for your deposition pursuant to agreement of the parties, is that correct?

A. Yes.

Q. Today I'm going to be asking you a series of questions. If at any time I ask you a question that don't understand, please ask me to rephrase the question and I'll be happy to do so. If you answer a question, I'll expect that you understood the question.

Is that fair enough?

A. Yes.

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Q. If at any time you need to take a break to discuss anything with your attorneys, that's fine as long you let me know. This is not designed to be a war of attrition. The only caveat to that is that I would ask that if you have a question pending, that we not take a break until you answer that question, all right?

A. Okay.

Q. And I'll ask that you answer all the questions verbally so the court reporter here can take them down.

Can you please state your full name for the record.

A. Jennifer Sherman.

Q. Do you go by any other names?

A. Um, I haven't changed my name, but I occasionally will be included with my husband's last name, Rivchun, R-I-V-C-H-U-N.

Q. Are you currently under the influence of any drugs, alcohol or medication today that would impair your testimony?

A. No.

Q. Have you given a prior deposition before?

A. Yes.

Q. In what context?

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A. Probate.

Q. Probate matter involving this case?

A. Involving the estate of my mother.

Q. Okay. And where was that deposition taken?

A. Michael Cohan's office.

Q. When was that taken?

A. May, 2015.

Q. Is that the only deposition you've ever given?

A. I believe so.

Q. What is your date of birth?

A. September 22nd, '87.

Q. Currently married?

A. Yes.

Q. Do you have any children?

A. No.

Q. What is your educational background?

A. Nursing.

Q. You have a high school degree?

A. Yes.

Q. Where did you get that from?

A. One year at Hawken, three years at Fuchs Mizrachi, M-I-Z-R-A-C-H-I.

Q. What year did you graduate Fuchs?

A. 2005.

Q. Okay. After high school what is your next

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degree?

A. BSN.

Q. Where did you achieve that from?

A. Case Western.

Q. What year?

A. January, '09.

Q. Any other education after that?

A. Master's.

Q. From where?

A. Case Western.

Q. What year?

A. What year?

Q. Did you get the Master's?

A. 2014.

Q. Do you have any college debt?

A. Yes.

Q. From graduate or undergraduate?

A. Graduate.

Q. What about from undergraduate?

A. No.

Q. That was all paid for by your parents?

A. Yes.

Q. Okay. Are you currently employed?

A. Yes.

Q. Where are you employed?

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MR. WINTER: Objection. Counsel, we will have discussions with you wherein we provide for attorneys' eyes only a precise location of her current employer. We're not going to have her put on the record nor share with your client the location of her current employer, and based on that, we're going to instruct her not to answer the question.

MR. GREEN: Let me ask you a question for clarification. Is it possible for you to give me who her current employer is without giving me the location?

MR. WINTER: No.

MR. GREEN: Okay.

MR. WINTER: I will provide you with the name and the address. However, it will be with the understanding that's for attorneys' eyes only.

Is that a fair understanding?

MR. GREEN: Yes.

Q. Okay. Putting aside where you're employed, what are your current duties and responsibilities?

A. Family nurse practitioner.

Q. Okay. Your current employment, how long have you been there for?

A. Six months.

Q. Where were you prior?

A. Cleveland Clinic.

Q. For how long?

A. Four and a half years.

Q. In what department at the Cleveland Clinic?

A. Cardiothoracic and heart failure ICU.

Q. When did your employment with the Cleveland Clinic end?

A. August, 2013.

Q. Would it be fair to say that you took a break from work roughly from August of 2013 until sometime in early 2015?

A. Yes.

Q. Was that break voluntary from work?

A. I was in school.

Q. When you were growing up, did your mother work?

A. Can you be more specific?

Q. Was there a period of time when you were a child where your mother did not work, she was a stay-at-home mother?

A. Yes.

Q. Do you know when she went back to work?

A. I can't say for sure. Maybe 2004.

Q. So roughly when you were about a junior or senior in high school?

A. Yep.

Q. Prior to that time, your dad worked, is that correct?

A. Yes.

Q. As far as you knew, he was the primary bread winner in the family?

A. Yes.

Q. I asked you earlier if you had ever given a deposition before. You indicated one time in the probate matter involving your mom's estate. Have you ever testified before in a court proceeding?

A. Yes.

Q. How many times?

A. Probably once.

Q. When was that for?

A. The divorce.

Q. What was the nature of your testimony in the divorce proceeding?

A. I was explaining to Judge Gold where my bank account funds came from for Ohio Savings.

Q. Where did they come from?

A. My paychecks from Cleveland Clinic.

Q. Okay. Would it be fair to say that you are currently estranged from your father?

A. Yes.

Q. How long has that status been? How long have you been estranged from your father?

A. Probably seven, eight years.

Q. So sometime back in 2007 or 2008?

A. Around then.

Q. Can you describe to me how it occurred that you became estranged.

A. I told my father that unless he wanted to treat me nicely and respectfully, that I wanted nothing to do with him and he did not change so we had nothing to do with each other.

Q. Despite that estrangement, would it be fair to say that your father continued to pay for your undergraduate degree at Case?

A. Yep.

Q. Did he also continue to provide you money for maintenance and support?

A. Maybe up until I graduated and then rarely, if at all.

Q. Okay. Just rough numbers, and I'm not holding you to exact dates, it would be approximately around the time that you were 20 that you became

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estranged from your dad, right?
A. Give or take a few years.
Q. Okay. I understand.
When did you last live at the family residence on Penshurst?
A. Let's see. Briefly through the end of 2008 and 2009 and the beginning of 2010.
Q. Was there a period of time when you were living in the residence where you would have deemed yourself essentially estranged from your dad?
A. I avoided him at all costs, but we were living in the same house.
Q. Was there a single incident that gave rise to this estrangement?
A. No.
Q. When you were in high school, did there come a point in time where some tension arose between you and your father about a boyfriend of yours living in the family residence?
A. No.
Q. Okay. At any time did you have a boyfriend living in the family residence?
A. I had a boyfriend who briefly stayed over because he lived in Pittsburgh so he would stay over when he was in town.

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Q. For weeks at a time?
A. I can't recall.
Q. Didn't he go to Fuchs Mizrachi with you?
A. Yes.
Q. As a full-time student at your high school?
A. Yes.
Q. Okay. So he had to be in town to go to school, correct?
A. I'm talking about over the summer when he lived in Pittsburgh. His family was in Pittsburgh.
Q. What about during the school year?
A. During the school year he lived at his house.
Q. Which was where?
A. University Heights.
Q. During the summers was there a point in time where your dad voiced a serious objection to this?
A. No.
Q. When you were in high school, did your dad provide you with your own credit cards?
A. I don't remember.
Q. When you were in college, did your dad provide you with your own credit cards?
A. I don't remember.
Q. If you know, what was your mom's educational

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background?
A. She went to school for nursing for three years at Huron Road and a year before at Cleveland State University.
Q. Do you know when she got her degree approximately?
A. Not positive, no.
Q. Was it after you were grown or while you were still a young child or before?
A. Before.
Q. Were you aware of any health or medical issues of your mother?
A. Can you be more specific.
Q. Do you know if she had any health conditions?
A. I know she was anemic at one point I think during her pregnancy.
Q. Okay.
A. She had hypothyroid at one point.
Q. Do you know if she had any surgeries?
A. She did have a surgery on her eyelids and a surgery on her ears, to fix the hole in her ears.
Q. Any other surgeries?
A. Not that I can recall.
Q. Are you aware of whether or not your mother had any eating disorders?

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A. No.
Q. You're not aware or you don't know?
A. I am not aware.
Q. Do you know if your mom ever had any psychiatric treatment?
A. Can you be more specific?
Q. Did she ever see a psychiatrist that you're aware?
A. Therapist.
Q. Okay. Do you know during what time frame?
A. Maybe the last few years of her life.
Q. Are you aware of anything prior to that?
A. No.
Q. During the pendency of your parents' divorce, did you have occasion to discuss the nature and status of that divorce with your mother?
A. She would tell me things that were going on, but pretty basic.
Q. Like what kind of things?
A. Like when she was scheduled to go in for a conference or a meeting or when she had to go to trial.
Q. Did she ever discuss with you the family finances?
A. To a degree.

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Q. Okay. What specifically do you recall her discussing?
A. Telling me that she, her attorney found accounts that were in her name that she didn't know about.
Q. Specifically what accounts?
A. Merrill Lynch account and possibly a Baker account.
Q. Did you have any other discussions about those accounts other than her telling you she didn't know about them?
A. Yeah. She said that Sanford opened them and she believed he signed her signature because she did not sign it.
Q. Would you agree with me that the divorce between your parents was rather contentious?
A. Yes.
Q. Being estranged from your father, would it be fair to say that you sided with your mother during the term of the divorce?
MR. WINTER: Objection.
Go ahead. You can answer.
A. No. That would not be fair.
Q. You weren't taking sides at all?
MR. WINTER: Objection.
Go ahead.

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A. I made my own opinion based on the facts I was given.
Q. And what was your opinion?
THE WITNESS: Keep going?
MR. FRIED: Go ahead.
THE WITNESS: Okay.
A. My opinion was that my mom was seeking freedom for the first time in her life and she had to put up a huge fight in order to get it that ultimately cost her her life.
Q. Now, you just finished by saying it ultimately cost her her life.
How did the divorce ultimately cost her her life?
A. Seeking freedom the last few years of her life and then her life ended when she was killed.
Q. You're not in any way implying, are you, that Sanford Sherman had anything to do with your mom's death, are you?
A. I don't know what happened to my mom.
Q. I understand you don't know. I'm asking if you're implying that he had something to do with her death.
MR. WINTER: Objection. She's answered the question. She's indicated she

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doesn't have the knowledge base to provide an answer one way or another.
Q. Did you ever meet with your mother's lawyers, with the Staffords or Greg Moore?
A. Once.
Q. Who did you meet with?
A. Both, Joe Stafford, Greg Moore.
Q. When did you meet with them?
A. When I went to court and testified in front of Judge Gold.
Q. That was the only time that you met with them?
A. Yes.
Q. Did you meet at their office prior to going to court?
A. No.
Q. Did you meet at the courthouse prior to going on the stand?
A. I sat on the bench outside. We didn't have a meeting.
Q. They didn't have any discussions with you?
A. No.
Q. Did you ever talk to them on the telephone?
A. I've talked to them on the telephone.
Q. You talked to them on the telephone before your mom died?

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A. I spoke with Greg Moore when we were working on getting my bank account that was frozen unfrozen.
Q. That was the only thing you discussed with him?
A. Yes.
Q. Since your mom's death, have you talked to Greg Moore?
A. Briefly in the first few days.
Q. Okay. Since your mom's death, have you spoken to Joe Stafford?
A. No.
Q. Have you spoken to any member of the Stafford firm?
A. No.
Q. Have you talked to any of Greg Moore's staff or colleagues since your mom's death?
A. Not personally. Through my attorneys possibly.
Q. Are you aware as to whether or not Greg Moore or the Staffords kept a divorce file for your mom?
A. Can you clarify that?
Q. Are you aware as to whether or not they had a file on your mom's divorce?
A. I believe so.
Q. Have you ever seen that file before?
A. Some of the files.
Q. Who gave you those files to look at?

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A. I believe someone from the Stafford office had them delivered to my attorney's office.
Q. You never took possession of them?
A. I did go through them.
Q. Do you know if those files were delivered on disk or hard copy?
A. I know there was hard copies. I'm not sure about disk.
Q. Are you aware that one of the issues in your parents' divorce proceeding was a forged power of attorney?
A. Can you be more specific.
Q. Are you aware that during the divorce proceeding your mom alleged that your dad forged a power of attorney with Merrill Lynch?
A. Yes.
Q. When did you become aware of that?
A. When she found out about it.
Q. Have you ever seen the alleged forged power of attorney before?
A. When we received the documents from the Staffords.
Q. Do you have any knowledge as to whether or not the Staffords hired or consulted with any handwriting experts to determine whether or not

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the power of attorney was in fact forged?
A. I don't know.
Q. Have you ever seen any such documents in the Stafford file?
A. Not that I'm aware of.
Q. During your mom's lifetime, did she give you any pieces of jewelry worth more than a thousand dollars?
A. I don't know how much they were worth.
Q. Did your mom give you any jewelry during her lifetime?
A. Yes.
Q. What specifically did she give you?
A. She gave me a few items over the years.
Q. Like what?
A. Pearl earrings, um, black Michele watch, I believe a pearl necklace and bracelet that went with the earrings, um, probably a few others I can't think of.
Q. Any diamonds?
A. I have the one diamond that was given to me from when she died and possibly -- I don't know. Maybe a pair of earrings. Maybe a ring of her grandmother.
Q. When you say "maybe," what does that mean?

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A. I mean I'm not positive. She's given me a few things over the years.
Q. Well, do you have the ring that you think was your grandma's?
A. Probably.
Q. And you know you didn't purchase it, right?
A. No. It was handed down from my grandmother to my mother to me.
Q. So it's not a maybe, it's a yes, your mom gave it to you?
A. I'm not positive. I haven't looked for it or thought about it in years.
Q. Let's talk about the pearl earrings. Okay. Your mom gave you those, right?
A. Yep.
Q. And the back Michele, your mom gave you that watch?
A. Yes. We bought them together.
Q. And the pearl necklace and pearl bracelet that goes with the earrings, your mom gave you those?
A. Yes.
Q. Your diamond, you said something about getting that on your mom's death.
A. She was wearing it when she was killed.
Q. It was left on her?

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A. Yep.
Q. What kind of diamond was that?
A. I have no idea.
Q. Have you ever had it appraised?
A. Nope.
Q. Do you have it insured?
A. Nope.
Q. Any other pieces of jewelry you can think of?
A. Some Michal Negrin things, her favorite designer.
Q. What's his name?
A. Her name.
Q. Her name.
A. Michal Negrin M-I-C-H-A-L, N-E-G-R-I-N.
MR. GREEN: Let's stop for a second.
- - - -
(Thereupon, a discussion was had off the record.)
- - - -
Q. We were talking about some of the jewelry that your mom gave you during your lifetime.
Are you in possession or have you ever been in possession of any diamond tennis bracelets of your mother's?
A. No.

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Q. Any stud earrings?
A. No.
Q. At one point in time do you recall your mom having a large diamond in the range of five carats?
A. She mentioned something. I have no idea what size it was.
Q. Had you ever seen it before?
A. Maybe, years ago.
Q. Do you know where that diamond is today?
A. I have no idea where that diamond is.
Q. Do you know where your mom's engagement ring is?
A. Yes. I do think I know where that is.
Q. Where is that?
A. I think that Jeremy and I -- this is not a hundred percent, but it may have been with some jewelry that Jeremy had.
Q. So you know Jeremy has that?
A. Yes. He sold like a gold chain and he may have had that that he sold and got like $485.
MR. WINTER: Jenn, let me encourage you today, because I know this is a process you haven't been through much, to not guess or speculate. If you have a personal knowledge or facts, share those in

Page 26

response to the questions, but we want to avoid speculating or guessing today.
THE WITNESS: Okay. All right.
Q. Do you know if your mom ever had a golden Movado watch?
A. Yes.
Q. Do you know where that is?
A. No.
Q. Do you know if your parents had Lladro figurines at your house growing up?
A. I believe there were figurines.
Q. Do you know where those are?
A. No.
Q. Do you maintain a safe deposit box?
A. No.
Q. Have you ever maintained one with your mother?
A. I had one years ago.
Q. With your mother?
A. It was my own. She may have been able to go in it.
Q. Where was that at?
A. Fifth Third.
Q. When you say "years ago," how long ago?
A. Five, six years ago maybe.
Q. Did you allow your mom to store anything in that

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box?
A. My brother's bonds.
Q. Anything else?
A. No.
Q. You did allow her access to the box though?
A. We went together.
Q. On how many occasions?
A. Maybe twice.
Q. That was at Fifth Third?
A. Yep.
Q. You opened it up five or six years ago?
A. Approximately.
Q. Do you still maintain that account?
A. No.
Q. After you were 18, but while you were still living in the family residence at Penshurst, did you ever sign a tax return?
A. Possibly.
Q. Do you ever recall times around tax time when your father would put the tax returns out on the table and have everybody sign that needed to sign those tax returns?
A. Yes.
Q. On how many occasions?
A. A few.

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Q. Would you have to sign a tax return at that point in time?
A. I would think so.
Q. Do you recall if your mom had to sign a tax return?
A. I can't recall for sure.
Q. So you don't have any recollection of that?
A. I can't say for sure.
Q. Okay. Prior to the commencement of your parents' divorce, did you have a credit card that was paid for by your parents?
A. I'm not sure.
Q. You don't recall if you had your own credit card that was paid for by your parents?
A. I didn't pay that close attention to my credit cards years ago.
Q. You had mentioned earlier that you had some debt from graduate school, correct?
A. Yes.
Q. Did your mom pay for any portion of your Master's degree?
A. She did give me some money towards it.
Q. How much did she give you?
A. Anywhere from maybe 10 to $20,000.
Q. Was it closer to $25,000?

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A. I can't say for sure.
Q. Do you know where what money came from?
A. No. I believe her work money that she made as a full-time nurse.
Q. Any money that your mom made as a full-time nurse while your parents were married, do you view that as marital property of your parents or separate property of your mom's?
MR. WINTER: Objection. If you're able to answer that legal question, go ahead.
THE WITNESS: Can I ask you something?
A. I don't want to speculate.
Q. Of the money that your dad earned from his medical practice, did you view that as your dad and mom's money?
A. I don't want to speculate. I don't know what they considered to be their money or whose money.
Q. It's not about what they considered. You made allegations in a complaint. Are you aware of that?
A. Yes.
Q. Okay. And you've made allegations that your dad took certain money that belongs to your mother,

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correct?
A. Yes.
Q. And you understand that the crux of part of those claims relates to whether or not money belongs to your dad, correct?
A. Yes.
Q. And whether it belongs to your mom, correct?
A. Yes.
Q. Or whether it's called marital property, correct?
A. Okay.
Q. Do you understand that?
A. Yep.
Q. All right. And my question to you is this: Do you have an opinion as to the money that your dad earned during his time from his medical practice, whether or not that was his money or that was marital money that was his and your mom's?
MR. WINTER: Jenn, to the extent that you can answer that question without relying upon what your legal counsel have shared with you, Adam and me, you can go ahead and answer.
However, if the only basis for you to answer that question is the information that your legal counsel, Adam and I have

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shared with you, I'm instructing you not to answer that question. Do you understand?
THE WITNESS: Yes. So should I not answer?
MR. WINTER: Well, do you have a basis to answer other than what Adam and I have told you?
THE WITNESS: No. It's from what we've discussed.
MR. WINTER: Then I'm going to instruct you not to answer based on attorney/client privilege.
MR. GREEN: I just want to go on the record that that first of all is not attorney/client privilege. Okay? Discussions of legal theories are not attorney/client privilege.
Second of all, as you're well aware under the local rules, you've gone so far beyond what an objection is and is not permitted. Okay. They're crystal clear that you're to state an objection on the record and leave it at that. You have gone so far out of bounds as far as what the local rules provide.

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Whether or not she has a legal theory, she's answered discovery requests and I just want to make sure that we're clear because those are her discovery responses and we're going to go through those one by one, and whether or not you told her something is marital or separate property, she's required to answer that question.
And I'm going to ask you to certify the question for the record so we can take it to the judge if she's instructed not to answer it again.
MR. WINTER: Okay. Let me briefly go beyond. I won't spend too many pages in the transcript.
Counsel, as you well know, the limitation on the assertion of the objection for purposes of form, all other objections being presumed to be preserved, does not include issues relating to privilege.
The cautionary instruction provided to the client is the standard cautionary instruction provided to every

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client when issues may implicate the attorney/client privilege. In no way did I even come close to violating any rule, including the local rules in that regard.

If my client has a basis to answer the question that does not call for her to reveal information that she discussed with her legal counsel and only received from her legal counsel, I'm instructing her to answer the question.

If however, the only basis for answering that question is what we have communicated with her, that is absolutely protected by the attorney/client privilege and I will absolutely instruct her not to answer the question in that particular circumstance.

MR. GREEN: Reread the question and certify it for the record, please.

- - - -

(Thereupon, the requested portion of the record was read by the Notary.)

- - - -

Q. Do you have such an opinion?

A. I thought I already answered that.

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MR. WINTER: If you have an opinion based on something other than what your attorneys have told you, you can answer the question. If the only basis for you having that opinion is what we have discussed, I'm instructing you not to reveal attorney/client communications.

THE WITNESS: Okay. Well, my opinion is based on our discussions.

MR. GREEN: All right. Let's get the judge on the phone. You can come into my office.

- - - -

(Thereupon, a discussion was had off the record.)

- - - -

Q. Ms. Sherman, earlier I asked you whether or not in your opinion the money that your dad made from his medical practice was marital property of your parents or separate property of his and your attorney Mr. Winter objected to that based on attorney/client privilege.

Is it fair to say that your only knowledge as to whose property that money was is based on things your attorneys told you?

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A. Yes.

Q. Since you cannot make the determination based on attorney/client privilege as to whether or not the money was marital or separate, who will you be relying on if this case goes to trial as a witness to render that opinion?

MR. WINTER: Objection. Form.

Q. You can answer.

MR. WINTER: If you understand the question.

A. Can you clarify?

Q. Sure. As you're aware, I asked you as to your opinion about marital and separate property.

Do you recall that?

A. Uh-huh.

Q. Yes?

A. Yes.

Q. And you also recall that you testified that your only information in that regard came from your attorneys, correct?

A. Yes.

Q. Which is according to your attorney privileged.

Do you recall that?

A. Yes.

Q. All right. Since you're not going to be able to

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testify as to whether or not the money that your dad made from his practice was marital or separate property, my question to you is who do you plan to call as a witness in your case to render that opinion?

A. I would not be able to answer that question until we got to that point in time.

Q. When do you believe that point in time will be?

A. If we go to trial.

Q. So at this point in time, you don't know the name of any such witness?

A. I would not be able to determine who we plan to use as a witness at a potential future trial.

Q. Prior to your parents' divorce, did you maintain any joint bank accounts with your mother?

A. Not joint.

Q. Did you maintain any bank accounts with your mother prior to the divorce?

A. She was a custodian.

Q. After the divorce was commenced, did you maintain any joint bank accounts with your mother?

A. No.

Q. They were all custodial accounts?

A. They were all independent afterward.

Q. Okay. After the divorce was commenced between

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your parents, did you transfer any money out of your custodial account with your mother?
A. Yes.
Q. Okay. Where did you transfer that to?
A. A new bank account at the same bank.
Q. What bank was that?
A. Ohio Savings.
Q. Did you give any of that money to your mother?
A. No.
Q. Originally after your mom died, your dad was the executor of her estate, is that correct?
A. Yes.
Q. How was it that you became the executor?
A. He disclaimed his rights and resigned as executor and I filed an appointment.
Q. Okay. At some point did you also file for guardianship over your younger brother?
A. Yes.
Q. Which brother is that?
A. Jeremy.
Q. How old was he at the time you filed for the guardianship?
A. 17 years old.
Q. When is his birthday?
A. June 15th, 1995.

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Q. So as of June -- you said June 15th?
A. 14th, June 14th. Sorry.
Q. So as of June 14th, 2013, he would have been emancipated, correct?
A. Correct.
Q. When did you file to become his guardian?
A. You'd have to look at the records. I can't tell you for sure.
Q. Did you discuss that with him before you did it?
A. He requested that I do it.
Q. Do you know how close it was in time to his birthday?
A. A few months.
Q. Whatever happened with that? Did you become his guardian?
A. My understanding was it was so close to his birthday by the time it was going to even be taken care of that it resolved because of his birthday.
Q. You testified earlier that the first time you learned about the Merrill Lynch account relating to your mom was from her during the divorce, is that correct?
A. Yes.
Q. Are you aware as to whether or not you have

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retained a handwriting expert to review the powers of attorney relating to the Merrill Lynch account?
MR. WINTER: I'm going to object. No handwriting analyst is yet to be disclosed and no report from such analyst is yet required by the court schedule. As such, any involvement of any such consultant at this juncture would be covered by the work product doctrine, and as a consequence, based upon that, I'm instructing the witness not to disclose the identity of any such consultant she may be familiar with.
Q. Okay. Prior to your retaining the Reminger law firm as it relates to this case, did you ever have any discussions with your mother as to whether or not the Stafford law firm or Greg Moore hired an expert to review the powers of attorney relating to the Merrill Lynch account?
A. Not that I can recall, no.
Q. As we sit here today, do you have any knowledge of any nature or type that the Stafford or Moore attorneys hired or retained an expert to review the powers of attorney relating to the Merrill

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Lynch account?
THE WITNESS: Can I ask you a question?
Q. You have to answer this question first.
MR. WINTER: Unless the inquiry deals with a potential privilege issue.
MR. GREEN: I was very clear about whether or not it was before she hired you guys.
MR. WINTER: I'm trying not to say a word unless I absolutely need to.
Can you read the question back, ma'am?
- - - -
(Thereupon, the requested portion of the record was read by the Notary.)
- - - -
MR. WINTER: Jenn, it's a yes or no question and so I want you to answer it yes or no.
A. No.
THE WITNESS: Can I now ask a question?
MR. FRIED: No.
MR. WINTER: No.

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THE WITNESS: To you?
MR. WINTER: Do you want to step out?
Let's take a break.
- - - -
(Thereupon, a discussion was had off the record.)
- - - -

Q. After the divorce was commenced between your parents, other than the money for graduate school that you testified to earlier, did your mom give you any other money?
A. There were two bank checks that were made out to either her or me. She told me -- they were each $5,000 and she told me to use them toward school or bills.
Q. Is that in addition to the money that you testified earlier that she gave you to help pay for graduate school or is that part of it?
A. That is in addition to.
Q. Okay. After the divorce was commenced, did your mother also buy you a vehicle?
A. She did not buy me a vehicle.
Q. Okay. With regard to this case, do you know how many depositions have occurred prior to your

deposition being taken today?
A. Approximately.
Q. Okay. Are you aware that a gentleman by the name of Steve Green was deposed?
A. Yes.
Q. Have you read his deposition transcript?
A. Yes.
Q. Do you know Steve Green?
A. Yes.
Q. How do you know him?
A. He's a friend of Sanford's.
Q. Have you met him before?
A. Yes.
Q. Spent time with him?
A. Years ago.
Q. Are you aware that Jim Surso was deposed?
A. Yes.
Q. Have you read his deposition transcript?
A. Yes.
Q. Have you met Jim Surso before?
A. Briefly.
Q. When was the last time you met him or saw him?
A. Five plus years ago.
Q. Your brother Josh, are you aware that his deposition was taken?

A. Yes.
Q. Are you still in contact with Josh?
A. No.
Q. Have you read Josh's deposition?
A. Yes.
Q. Are you aware that Larry Shanker's deposition was taken?
A. Yes.
Q. Did you read his deposition?
A. Yes.
Q. Have you met Larry Shanker?
A. Yes.
Q. When was the last time yon saw him?
A. Probably ten years ago or more.
Q. Okay. Are you aware that Gail Reese was deposed?
A. Yes.
Q. Did you read her deposition transcript?
A. No.
Q. When was the last time you saw her, if at all?
A. Probably twenty plus years ago.
Q. Are you aware that Mary Skyrick's deposition was taken?
A. Yes.
Q. Did you read that deposition transcript?
A. Yes.

Q. Have you ever met her?
A. No.
Q. Are you aware that Tibor Rosenberg's deposition was taken?
A. Yes.
Q. Have you read his deposition transcript?
A. Yes.
Q. Have you met Tibor before?
A. Yes.
Q. When was the last time you saw him?
A. Probably two and a half years ago.
Q. Les Keller, are you aware that his deposition was taken?
A. Yes.
Q. Did you read that deposition transcript?
A. Yes.
Q. When was the last time you saw Les Keller?
A. Probably five or more years ago.
Q. Are you aware that all of the depositions that I just mentioned, with the exception I believe of Gail Reese's, were taken with video?
A. Yes.
Q. Okay. Did you authorize the expenditure of that video?
A. Yes.

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Q. And you're aware that Mr. Winter flew to Las Vegas to conduct Gail Reese's deposition?
A. Yes.
Q. You authorized that expense?
A. Yes.
Q. And you have read all of the deposition transcripts except for Gail Reese's, correct?
A. Yes.
Q. And you're aware that none of those depositions reveal any of the deponents having knowledge about Sanford forging a power of attorney for a Merrill Lynch account, correct?
MR. WINTER: Objection.
If you understand the question, you can answer it as you see fit.
A. I think that's a matter of how you interpret the depositions.
Q. Do you recall Steve Green making any comment that he knew about the Merrill Lynch account?
A. I can't say for sure.
Q. Okay. Do you recall Jim Surso making any statements that he knew about the Merrill Lynch account?
A. Can you bring -- can you provide the document?
Q. Well, you read them so I'm asking you these

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questions to the best of your recollection.
A. Am I not allowed to have documents in front of me if I'm being asked a question?
MR. WINTER: Well, he's --
MR. FRIED: He can --
MR. WINTER: Hold on. He's allowed to not provide you with the transcript to review, so the question is based on your own personal knowledge as you sit here today whether you recall there being a specific acknowledgment by each of the witnesses that they knew about the account. If the answer is yes, fine. If the answer is no, fine. If it's you can't remember, that's fine. Whatever your answer is.
A. Can you ask it again, please.
Q. Sure. Do you recall when you read Jim Surso's deposition transcript as to whether or not he had any knowledge of the Merrill Lynch account which was at issue in this case?
A. I can't say for sure.
Q. When you read Josh's deposition, do you recall whether or not he had any knowledge of the Merrill Lynch account which is the subject of

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this case?
A. Can't say for sure.
Q. Would that be the same thing for Larry Shanker, that you can't say for sure?
A. Yep.
Q. Same for Mary Skyrick?
A. Yes.
Q. Same for Tibor Rosenberg?
A. Yes.
Q. And the same for Les Keller?
A. Yep.
Q. After you became the executor of the estate, was there a time that there was not homeowner's insurance on the Penshurst residence?
A. I'm not sure if there was never not insurance.
Q. You're not sure about that?
A. There was an interim period of transferring insurance so I can't answer that for sure.
Q. So as we sit here today, you don't know if the house was ever uninsured under your watch?
A. I don't believe it was ever uninsured.
Q. Okay. As we sit here today, do you know what your parents' date of marriage was?
A. Yes.
Q. When was that?

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A. November 28th, I believe 1982.
Q. You had indicated earlier that your mother told you that she did not know about the Merrill Lynch account until the divorce, is that correct?
A. Yes.
Q. Okay. Is that the only place that you got that information from was from your mother?
A. Yes.
Q. One of the allegations in the complaint is that between May of 2000 and May of 2010, there were somewhere in the range of $2,000,000 of deposits into the Merrill Lynch account which is the subject of this complaint.
Can you tell me where you got that number from?
THE WITNESS: Can I answer that?
MR. WINTER: As long as you're not going to reveal what we talked about. If there's another basis for it, you can answer.
THE WITNESS: I think it is what we discussed, what I discussed with my attorneys.
MR. WINTER: Okay. Then I'm going to instruct you not to answer it.

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MR. GREEN: All right.
Q. So as we sit here today, the only basis for the approximate $2,000,000 calculation of deposit is from your attorney, is that correct?
A. Yes.
Q. Okay. If this matter proceeds to trial, do you know who you'll be calling as a witness as to where that number came from?
A. Again, I can't say who we're going to bring in as a witness.
Q. Other than your attorneys, who has knowledge of where that number came from? What witness has knowledge of where that number came from?
THE WITNESS: Can I answer that?
MR. WINTER: Yes. As long as you're not revealing what we've told you. If you have an independent basis for that knowledge, go ahead and answer that question.
A. Jeff Firestone.
Q. Anybody else besides Mr. Firestone?
A. Anybody else? Can you repeat the question?
Q. Was there anybody else that you believe has knowledge of that information other than Mr. Firestone?

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MR. WINTER: And that information being the calculation of the $2,000,000 figure?
MR. GREEN: Correct.
A. Not that I can recall.

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(Thereupon, Defendant's Exhibit 1, Complaint With First Set of Interrogatories, First Set of Requests for Production of Documents, First Set of Requests for Admissions and Notice of Videotaped Deposition, was marked for purposes of identification.)

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Q. Ms. Sherman, I'm handing you what's been marked as Defendant's Exhibit 1 which is a copy of the complaint that you filed in this matter. Did you review this before it was filed?
A. Yes.
Q. If you'll take a look at Paragraph 3 of the second page of the complaint. It refers to what we in local parlance call John Does which are people who may be added to this claim at a later date.
A. Uh-huh.
Q. Do you see that?

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A. Yes.
Q. As we sit here today, do you currently know of the identity of any of these John Does who may be added to the complaint?
A. I don't think I can answer that. I discussed it with my attorneys.
MR. WINTER: It's a yes or no, and if it goes further, we will deal with it, so as you sit here today, do you know the identity, yes or no?
A. No.
Q. If you'll take a look at Paragraph 9 of the complaint on Page 3. It says, Earlier in 2013, during the course of the discovery process in the divorce case, a forensic accounting was conducted which revealed to Plaintiff's Decedent for the first time the existence of a Merrill Lynch account, in her name only, account number ending in 64, called the Merrill Lynch account. Prior to this revelation in early 2013, Plaintiff's Decedent was completely unaware of the existence of the Merrill account and/or any activity related thereto. Now, you had testified earlier that your sole

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knowledge of this fact came from your mom during the divorce proceeding, correct?
A. Yes.
Q. All right. During your parents' marriage, were you involved at all in their financial affairs?
A. No.
Q. Did you review their tax returns?
A. No.
Q. Did you have access to their checkbook?
A. No.
Q. Did you review brokerage statements?
A. No.
Q. Okay. Do you know whether or not your mom signed yearly tax returns?
A. I can't say for sure.
Q. Do you know whether or not she received mailings or prospectuses from Merrill Lynch directed to her?
A. I can't say for sure.
Q. At your parents' residence on Penshurst, did your mom ever get the mail or open the mail?
A. On occasion.
Q. Your dad didn't get the mail every day, did he?
A. For the last few years he might have.
Q. Okay. You mean towards the divorce?

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A. Yes.
Q. But prior to that, you don't know?
A. I don't know. I did not live there.
Q. Now, if you take a look at Paragraph 10, it says, The forensic accounting in question revealed that, unbeknownst to Plaintiff's Decedent, Defendant Sherman surreptitiously opened the Merrill account in her name in May of 2000.
What is your basis for that allegation? Is that again just from what your mom told you?
A. Yes.
Q. Do you have any other witnesses who can support that contention?
MR. WINTER: At this time?
A. Can you clarify what?
Q. As we sit here today, do you know of anybody else other than from what your mom told you that has knowledge that would support the allegations set forth in Paragraph 10?
A. Other than what my mom told me?
Q. Yes.
A. No.
Q. In Paragraph 11, it says, Between May, 2000 and May, 2010, Defendant Sherman made numerous clandestine deposits into Plaintiff Decedent's

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Merrill account without her knowledge. Those depositions exceeded $2,000,000 and became the sole property of Plaintiff's Decedent immediately upon the deposit into the Merrill account.
Now, earlier you testified as it related to the $2,000,000 that that number came from Mr. Firestein, correct? Or Mr. Firestone, correct?
A. Firestone.
Q. Okay. And in this allegation you say it became the sole property of Plaintiff's Decedent immediately upon their deposit into the Merrill account.
What do you base that fact on that it became your mom's sole property?
MR. WINTER: Just so we're clear, counsel. It's an allegation in the complaint. As you know, a complaint is not evidence, nor can it be introduced at trial, so the form of the question, that's the nature of my objection.
You can answer the question.
A. Can you say the question again?
MR. GREEN: Can you read it back, please.

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(Thereupon, the requested portion of the record was read by the Notary.)
- - - -
THE WITNESS: Isn't that the same as before?
MR. WINTER: Well, if you can answer the question, go ahead. If to answer the question you have to rely on what we have shared with you in our privileged conversations, I'm going to instruct you not to reveal what we have discussed, but if you have an independent basis to answer the question, you can go ahead and do so.
A. It's based on our conversations.
Q. Other than what your attorneys have told you, for purposes should this matter go to trial, do you have any other person or party that you're aware of that has knowledge to support the fact as you're alleging that the money became the sole property of your mother upon the deposit to the Merrill account?
A. No.
Q. Okay. Just to refresh my recollection, do you

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recall approximately what year your mom went back to work to become a nurse?
A. I can't say for sure. Around 2004.
Q. Would you agree with me that your dad earned the bulk of the money that was used to pay family expenses?
A. Probably.
Q. Okay. In Paragraph 12, you allege that, In 2004 with unlawful, tortious and malicious intent, Defendant Sherman concocted a scheme in order to pilfer the funds in the Merrill Lynch account which belonged solely and exclusively to Plaintiff's Decedent.
Other than your discussion with your attorney, do you have any basis to support that fact?
A. What my mother told me.
Q. And what was that?
A. That she learned that Sanford opened an account in her name and moved money out of the account without her knowledge or consent.
Q. Did she ever tell you that your dad created a forged durable power of attorney?
A. Yes.
Q. Did she ever tell you that it was not her

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signature on that power of attorney?
A. Yes.
Q. If in fact your mom actually signed the power of attorney, this is a hypothetical question here, if in fact your mom signed the power of attorney, would you agree that your dad had the right to access those funds?
MR. WINTER: Objection to form on two grounds. One, it's a hypothetical you're asking of a percipient witness. The second is that it's asking for a legal conclusion. I'm going to object to the question.
Jenn, if you think you can answer that question, go ahead.
A. I can't answer.
Q. Other than what your mother told you, as we sit here today, do you have any evidence that your father forged the durable power of attorney with your mother's signature?
THE WITNESS: Can I answer that?
MR. WINTER: Yes, if you're able.
A. Other than what my mother told me, no.
Q. No other evidence?
A. Can you be more specific?

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Q. It's a pretty specific question.
Other than what your mother told you, do you have any other evidence that your dad forged a durable power of attorney using your mom's signature --
A. No.
Q. -- as we sit here today?
A. No.
Q. Do you know of any person other than your deceased mother who has knowledge of any facts that would demonstrate that your dad forged a power of attorney?
A. No.
Q. Prior to the divorce, do you know who was primarily responsible for paying the family bills, your mom or your dad?
A. Yes.
Q. Who was that?
A. Sanford.
Q. Did your mom pay any of the bills?
A. Yes.
Q. Did they pay those bills from a joint checking account?
A. I don't know.
Q. Are you aware that they had a joint checking

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account at Ohio Savings Bank?
A. I believe they did.
Q. Did you ever sign your mom's name to a check from the Ohio Savings Bank account?
A. No.
Q. Never once?
A. Never once.
Q. You're sure about that?
A. Yes.
MR. WINTER: Counsel?
MR. GREEN: Yes.
MR. WINTER: I don't want to make a bigger issue of this than it needs to be, but throughout the deposition thus far today, your client in a nonverbal way is being quite animated not only with respect to the notes he's taken, but with his facial expressions, and given the fact that he's about five feet from the witness, I'm going to respectfully request that perhaps he curtail the expressions in response to the answers to your questions in some fashion.
MR. GREEN: We have made every accommodation that you have asked for.

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Dr. Sherman has upon my instruction not said one word to his daughter. He's hardly looked at her during the course of the deposition and you've taken other appropriate measures that relate to the protection that you have asked for. This is a matter of great importance to him and the fact that he is writing notes in whatever form he wants to, I don't see how in any way you could find that difficult or offensive.
MR. WINTER: The notes are the lesser of the concern. The greater concern are the facial expressions which I would characterize as somewhat unusual and borderline extreme in response to the answers my client is giving. I'm not making a bigger issue of it right now than it needs to be. I'm simply making a record and hopefully we don't have to deal with it going forward.
MR. GREEN: Okay. We're back on.
MR. WINTER: We were on the whole time, right?
THE NOTARY: Yes.

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MR. WINTER: Great.
Q. One of the claims you've made in the complaint is for what's called conversion.
Are you familiar with what that means?
A. Yes.
Q. And particularly you have indicated that your dad converted property which belonged to your mom, is that correct?
A. Yes.
Q. And that's strictly money, correct?
A. Yes.
Q. You're not making any claim for jewelry or other missing items, are you?
A. No.
Q. The money that you're claiming was taken by your father, do you have any knowledge or understanding as to whether or not he earned any portion of that money?
A. I can't say for sure one way or the other.
Q. Okay. So as we sit here today, you don't have any knowledge as to whether or not the money you're claiming he converted was actually earned by him, do you?
A. No.
Q. Do you know how much your mom was paid as a

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nurse?
A. I can't say for sure.
Q. Okay. You're a nurse yourself, correct?
A. I'm a nurse practitioner.
Q. Which gets paid more than a nurse, correct?
A. Depends where you work.
Q. But you have a general range of what a nurse makes, right?
A. It depends on your education, how long you've worked, where you work.
Q. Do you think that it's realistic to believe that your mom was able to put away $2,000,000 from the time she was a nurse in 2004 until the time of the divorce?
MR. WINTER: Objection.
You can answer.
A. Can you repeat the question?
MR. GREEN: Can you read it back, please.
- - - -
(Thereupon, the requested portion of the record was read by the Notary.)
- - - -
A. Possibly.
Q. You also allege that your dad breached a

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fiduciary duty to your mom.
Are you familiar with what a fiduciary duty is?
A. Yes.
Q. As we sit here today, can you identify specifically how your dad breached a fiduciary duty to your mom?
MR. WINTER: Objection.
If you're able to answer that, go ahead.
THE WITNESS: Can I, can I --
MR. WINTER: He's asking you a question about a legal theory articulated in the complaint. If you believe you can answer what is intended by the legal theory articulated in the complaint, you can answer it. If you can't, just tell him you can't.
A. I mean, I'm not an attorney so I can't answer that.
Q. Okay. Your next count in your complaint is for unjust enrichment. It's on Page 5. And one of the bases of that claim is that your dad was, somehow benefitted by the alleged removal of these funds from the Merrill Lynch account in

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your mom's name.
As we sit here today, do you have any evidence to support that contention?
A. Other than what's been discussed and reviewed, no.
Q. Other than what's been discussed with your attorneys, do you know of any person or persons who have knowledge of this allegation to support it?
A. No.
Q. The money that was taken out of the Merrill Lynch account ending in 64 in your mother's name, do you know what was done with those funds?
A. No.
Q. Do you know if they were spent on any of yours or your brothers' education?
A. No.
Q. Do you know if they were spent on any family vacations?
A. No.
Q. Do you know if they were spent to pay for bills or other obligations of your family?
A. No.
Q. Do you know if they were used to pay for any vehicles or other transportation expenses of the

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family?
A. No.
Q. So as we here today, you don't know if all, some or the bulk of the funds were used to benefit the Sherman family, do you?
A. I would think you would have to ask the person who obtained the funds.
Q. Okay. I'm asking if you have any knowledge.
A. My answer is no.
Q. Okay. You had mentioned that during the divorce your mom mentioned to you for the first time that she had learned about this Merrill Lynch account.
Do you know the exact date?
A. No.
Q. Do you know the month?
A. She briefly mentioned something possibly a few months after the divorce was filed that she learned from Joe Stafford.
Q. She learned it from Joe Stafford?
A. Yes.
Q. What did she tell you that Joe Stafford told her?
A. She learned that there were a few accounts, including the Merrill account, that were made in her name that she had no knowledge of and then the money was moved out of the account through a

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power of attorney that she had no knowledge of.
Q. Do you know how Joe Stafford learned about it?
A. I can't say for sure.
Q. If you take a look at Page 6 of the complaint, it's got a claim for civil conspiracy which alleges that your dad and some John Does, unknown parties, conspired to engage in a pattern of activity causing damages to your mom and to the estate.
Do you see that?
A. Yes.
Q. As we sit here today, do you have any knowledge as to who these third-parties may be that allegedly conspired with your dad?
A. No.
Q. Have you undertaken any calculation of the amount of damages you're seeking in this claim?
A. My understanding is there's currently a report that's being drawn up by the forensic accountant.
Q. Is that Mr. Firestone?
A. Yep.
Q. Have you provided Mr. Firestone with any information or documentation or has that all been done with your attorneys?
A. Through my attorneys.

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Q. You had talked a little bit about some of the money that your mom transferred to you either just prior or during the divorce, particularly those two $5,000 checks.
Do you recall that testimony?
A. I wouldn't call it transfer.
Q. That she gave you?
A. Gifted to me.
Q. Okay. Do you know if she made any such similar gifts to any of your brothers?
A. I believe she gave Jason an unknown amount of money to help pay for his bills and college.
Q. Okay. What about any of your other brothers?
A. She may have given Jeremy money. I do not know.
Q. What is or was your grandmother's name, your mother's mother?
A. Doris Czinn.
Q. Is she still alive?
A. Yes.
Q. Are you aware of any money that your mother gave to her during the divorce or within the preceding six months prior to the divorce?
A. No.
Q. You're not aware of any?
A. Not aware of any.

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Q. Was there a point in time around the divorce where your mom gave you a Lexus?
A. She did not give me a Lexus.
Q. Did you get a Lexus at any time just prior to or during the divorce?
A. Yes.
Q. Okay. What make, model and year?
A. IS 250, 2011.
Q. When did you get that?
A. Approximately June, 2012 -- or 2011.
Q. Do you know when the divorce was filed?
A. June, 2011.
Q. When you say your mom did not give that to you, how was that car purchased?
A. That car was purchased -- my mom took my Highlander and we traded in her Lexus and I added $23,500 of my own money earned as a nurse.
Q. Okay. So let's talk about the Highlander.
A. Yep.
Q. What year was the Highlander?
A. I don't know. 2010 maybe.
Q. Who gave you that car?
A. My parents.
Q. So your parents gave you the Highlander, right?
A. I had a Jeep before that. They traded in the

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Jeep for the Highlander.
Q. And they paid for the Highlander, correct?
A. Yep.
Q. And they gave that to you. And then your mom had what kind of Lexus?
A. RX 330.
Q. Okay. And that was your mom's car, correct?
A. Uh-huh, yes.
Q. And she traded in the RX 330 and also the Highlander --
A. No.
Q. Okay.
A. She was driving the Highlander and I was driving the Lexus RX 330. It was a safer vehicle to drive downtown. It was having issues so instead of getting it repaired every month, she wanted to get me a safe car to drive downtown so she kept the Highlander and we traded in the Lexus and put the remaining value of the Lexus, which was approximately $17,000 which was equivalent or actually less than the Highlander, and I added $23,500 of my own money to purchase the sedan Lexus.
Q. So the sedan was approximately $40,000?
A. Approximately.

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Q. And that was all of your own money, she didn't give you any of the money?
A. Correct.
Q. And that can be traced from the bank account where you got it from?
A. Correct.
Q. Okay. At some point in time did you take action to evict your dad from the Penshurst residence?
A. I would not call it evict.
Q. What would you call it?
A. I was instructed by my attorneys to go --
MR. WINTER: Objection. I'm sorry.
Q. I don't want to know what your attorney instructed you.
MR. WINTER: Don't reveal what we told you. You can indicate that you took action based upon advice of counsel, but do not disclose advice of counsel.
THE WITNESS: Okay.
A. I attempted to go and change the locks at the Penshurst house since we had not heard back from Sanford if he was completely moved out or not and the neighbors had seen moving trucks and so I went to secure the property and was advised to go

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and change the locks.
Q. Okay. And was there an altercation that took place in approximately November of 2013 at the Penshurst Road residence with your dad?
A. Define "altercation."
Q. Was there an argument that ensued regarding the changing of the locks and terminating the tenancy?
A. I would say a one-sided argument, yeah.
Q. Okay. Who was there with you besides yourself?
A. The locksmith.
Q. Okay.
A. My husband and three of my mom's friends probably.
Q. And who were those friends?
A. Jan Lash, Karen Shate.
Q. Jan Lash?
A. Yes.
Q. Okay. Who else?
A. Karen Shate.
Q. Okay.
A. And Mary Foyer.
Q. Okay. Any of your friends there?
A. No.
Q. Okay. Now, today as we're sitting in the

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deposition, I note that you have on a Justice for Aliza bracelet and you were wearing a pin before and I think your lawyer Adam was wearing a Justice for Aliza bracelet also and I've seen some of the billboards downtown relating to the reward, et cetera.
Is the estate currently paying for any media exposure relating to the death of your mother?
A. No.
Q. Have you consulted with any marketing or PR firm as it relates to the death of your mother?
A. No.
Q. I probably should have asked this earlier in the deposition, some background stuff.
Other than a driving violation, have you ever been convicted of any misdemeanors or felonies?
A. No.
Q. At any point in time have you ever lived in Illinois?
A. No.
Q. Have you ever held yourself out to be living in Illinois?
A. No.
- - - -
(Thereupon, Defendant's Exhibit 2, a copy of

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a Illinois driver's license, was marked for purposes of identification.)

- - - -

Q. Handing you what's been marked as Exhibit 2.
A. Okay.
Q. Now, earlier you indicated you never held yourself out to be living in Illinois. I have in front of you an Illinois driver's license with your name and your picture on it.
A. Yep.
Q. Is that in fact your picture?
A. Yep.
Q. Okay. So in fact you have held yourself out to be living in Illinois, correct?

MR. WINTER: Objection to form. You can go ahead and answer the question.

A. This was my own personal piece of property that I had in my bedroom.
Q. False identification from Illinois, is that what you're referring to as your own piece of property?
A. Yes, from my bedroom.
Q. Have you ever lived in Miami before?
A. No.

Q. Have you ever held yourself out as living in Miami?
A. Not that I can recall.
Q. Okay.

- - - -

(Thereupon, Defendant's Exhibit 3, a copy of a Florida driver's license, was marked for purposes of identification.)

- - - -

Q. Handing you what's been marked as Exhibit 3, does that appear to be a Florida driver's license with your picture on it?
A. Yes, it does.
Q. Okay.
A. I don't know where this is from.
Q. Have you ever seen this before?
A. No.
Q. You've never seen this before?
A. No. Can I ask where it's from?
Q. Will you take a look --

MR. FRIED: Just answer the questions.

Q. -- at the lower left-hand side. Does that appear to be your signature on it?
A. Yep.

Q. Okay. Again, as we sit here under oath, you've never seen this document before and don't know where it's from?
A. I don't believe so.
Q. You don't believe so or you don't know?
A. I don't believe so.
Q. Okay. Did you ever witness your father cause any physical harm to your mother?
A. Yes.
Q. On what occasion?
A. When he kicked her off the bed.
Q. When was that?
A. I can't say for sure. It was at the Penshurst house.
Q. Do you know approximately what year it was?
A. I can't say for sure.
Q. Do you know approximately how old you were?
A. A teenager.
Q. You saw him kick her off the bed?
A. Yes.
Q. What happened as a result of that? Did she go to the hospital?
A. No. I asked her if she could please come in my bedroom and I closed the door and I wanted to make sure she was safe.

Q. Did you ever witness your mom strike your dad?
A. No.
Q. Do you believe your mom to be a truthful person?
A. Yes.
Q. And she would be honest in any kind of report that she made?
A. Absolutely.

- - - -

(Thereupon, Defendant's Exhibit 4, Beachwood Incident/Offense Report dated June 1, 2012, was marked for purposes of identification.)

- - - -

Q. Handing you what's been marked as Exhibit 4 which I'll represent to you is an incident report that we obtained by way of subpoena from the Beachwood Police Department and these have been provided previously to your attorneys. Have you ever seen this document before?
A. Possibly.
Q. If you'll take a look on the last page, there's two paragraphs. Do you see there's a large paragraph up top and then a smaller one below?
A. Yes.
Q. Do you see approximately four lines from the bottom toward the right-hand side where your

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mom's name is all capitalized?
A. Yes.
Q. It says, Although Aliza used the word threatening and threatened frequently during our discussions, she admits that Sanford has never physically harmed or threatened to harm her.
Do you see that?
A. Yes.
Q. Do you have any reason to believe that your mom was not being truthful when she made this report to the Beachwood Police?
A. She may have been afraid of the repercussions.
Q. Okay. So as we sit here today, my question to you is do you have any evidence, not maybe or speculation, which Mr. Winter told you not to do, do you have any evidence that your mom was being untruthful when she made this report to the police?
MR. WINTER: Objection to form.
Go ahead.
A. I personally have knowledge that my mom did not report physical threats or harm out of fear.
Q. Okay. That's not what my question to you is though.
My question to you is do you have any reason

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to believe that your mom was not being truthful with the police when she made this report?
A. No.
Q. Okay. And at the time your mom made this report on June 1st of 2012, your grandmother Doris Czinn lived where?
A. I can't say for sure. Either her house in Cleveland Heights or her house in Florida.
Q. And your mom could have gone there, correct?
MR. WINTER: Objection.
A. That's speculative.
Q. In what way?
A. You're asking me if my mom could do something.
MR. WINTER: Is the question that could Ms. Sherman have gone there to get out of the abusive situation? Is that the question?
MR. GREEN: No. You're the one that added the word "abusive."
Q. She filed a police report and my question is could your mom have gone and lived with your grandmother?
A. I need you to be more specific. Physically could she have gotten in a vehicle and gone to her house?

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Q. Sure.
A. Can you be more specific?
Q. Yes. Could she have physically gotten in her car and gone over there?
A. I can't answer for her.
Q. Okay.
- - - -
(Thereupon, Defendant's Exhibit 5, Beachwood Incident/Offense Report dated October 12, 2012, was marked for purposes of identification.)
- - - -
Q. I'm handing you what has been marked as Exhibit 5 which is an Incident Report Number 12-36951 also from the Beachwood Police Department dated 10-12 of '12 which I received pursuant to a subpoena issued to the Beachwood Police which has been provided to your attorneys.
Have you seen this before?
A. Yes.
Q. If you'll take a look at the third to last page of this report, approximately eleven lines from the bottom, on the right-hand side, you'll see Aliza's name in all caps and right before that, it says, "I asked."

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A. Yes.
Q. It says, "I asked Aliza why she didn't leave the home if she was as miserable as reported."
Do you see that?
"She stated she would not leave her 17 year old son with Sanford and that she had already lost one of her sons to him."
Do you see that?
A. Yes.
Q. Who was the son that she lost to him?
A. Josh.
Q. And then the officer inquired if Sanford had ever been physically abusive with her or her son who resides in the home and she stated that he had not.
Do you see that?
A. Yes.
Q. And do you have any reason to believe your mom would be untruthful with the police in this report?
A. Same answer as before.
Q. Which is what?
A. Out of fear, she was afraid to report the physical harm.
Q. Okay. So she was not afraid to go make a police

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report, correct? Is that correct?
MR. WINTER: Objection. Form.
If you know what was in your mother's head at the time she made the report, go ahead and answer.
A. I can't speak on her behalf.
Q. I just want to make sure that we're crystal clear for the record then.
When your mom made the report, you can't say what was in her head, correct?
A. Correct.
Q. But yet you can say that your mom didn't report the abuse because she was afraid of repercussions, correct?
A. Right.
Q. Okay. How are you able to know that that was in her head, but not the other part of the question I just asked you?
A. Because she verbally told me.
Q. Okay. What did she specifically tell you?
A. That she was afraid of the repercussions. That's why she did not report certain things like physical harm or threatening behavior.
Q. When did she tell you that?
A. Probably multiple times a day since I was eight

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years old.
Q. And the only time you ever witnessed any physical issues between your mom and your dad was this allegation that he kicked her off the bed when you were in your teens?
A. That's incorrect.
Q. Okay. What else?
A. Several times over the years where I had to stand in between Sanford and my mother to the point where his spit and mustache was on my face.
Q. Other than this time when you -- well, you're talking about arguing when his spit and mustache were on your face, correct?
A. I'm talking about being physically in her face in a very threatening manner to the point where I felt the need to protect her and get in between.
Q. Well, let's talk about times when he actually touched or struck her.
Other than the time when you allege that he kicked her off the bed when you were a teenager, did you ever witness any other such times?
A. I can't say for sure. Possibly.
Q. Possibly?
A. Possibly.
Q. But you do remember for certainty the time where

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he allegedly kicked her off the bed?
A. Correct.
Q. But any other time you don't know for certainty?
A. Correct.
Q. Was Sanford ever physical with you?
A. Outside of getting in my face, no.
Q. Okay. Did there ever come a time around your mom's death where your behavior towards Sanford caused your husband Kevin to apologize to Sanford for your behavior?
A. No.
Q. Have you ever wished harm on your father?
A. No.
Q. Have you ever told anybody that you wished harm on your father?
A. No.
Q. Have you ever wished your father dead?
A. Possibly.
Q. Have you ever told anybody that you wished he was dead?
A. I can't recall. Likely not.
Q. Did there come a time when you were requested as executor to file a joint tax return to save the estate money? Do you recall anything about that?
A. I can't say for sure. Can you be more specific?

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- - - -
(Thereupon, Defendant's Exhibit 6, a letter dated September 5, 2012 from Carl P. Einstein To Whom It May Concern, was marked for purposes of identification.)
- - - -
Q. I've handed you what's been marked as Exhibit 6 which is a letter from Einstein & Burt Company. Do you know who Einstein & Burt Company is?
A. Yep.
Q. Yes?
A. Yes.
Q. You're aware that they were the tax preparers for your parents?
A. Yes.
Q. Have you ever seen this letter before?
A. Possibly. I've seen many letters.
Q. At some point in 2012, did you become aware that if your dad and mom filed jointly that there would be a refund of almost $9,000?
A. I don't believe so, but I can't say for sure.
Q. Okay. You don't recall if you've ever seen this letter before?
A. I can't recall for sure.
Q. Okay. Do you ever recall when you were executor

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being informed that it would be a benefit to the estate to file a joint tax return?
A. I can't recall.
Q. Do you recall whether you did in fact agree to file a joint tax return or whether you filed separately?
A. I would have to look at the documents. I can't say for sure.
Q. Okay. What documents would you need to look at?
A. Whatever the tax report was filed.

- - - -

(Thereupon, Defendant's Exhibit 7, Responses to Defendant Sanford Sherman's First Set of Combined Discovery Requests Propounded Upon Plaintiff, was marked for purposes of identification.)

- - - -

Q. I'm handing you what has been marked as Exhibit 7 and these are responses to Sanford Sherman's First Set of Combined Discovery Requests, and I assume that you had responsibility or input in preparing these responses, correct?
A. Yes.
Q. Now, we're going to go through these probably pretty close to page by page.

Take a look at Interrogatory Number 2 on the first page.

MR. WINTER: Counsel, before we do that, since I don't want to interrupt you while you're working through an exhibit, do you want to take a five minute break? We've been going for a little bit.

MR. GREEN: Sure.

- - - -

(Thereupon, a recess was had.)

- - - -

Q. Ms. Sherman, I've handed you what has been marked as Exhibit 7 which are the discovery responses in this matter we talked about a little bit before our break.
Take a look at Interrogatory Number 2 which requests the name, address, occupation and telephone number of each and every person you believe has knowledge of the matters set forth in the complaint.
Okay. We'll start at the top. I understand you listed Sanford Sherman. Next you have identified Joshua Sherman.
To your knowledge, what does Josh Sherman know about the claims that are being made in this

complaint?
A. I can't answer for what Josh knows.
Q. Have you spoken to Josh about this?
A. No.
Q. Why are you listing him as somebody who has information or may have information?
A. He may have information.
Q. Why are you listing him? Do you know what information he may have?
A. I don't know what he knows.
Q. Okay. Laura Sherman, do you know what she may know?
A. Same answer.
Q. Okay. What about Jason Sherman? Do you know what he may know?
A. Same answer.
Q. Okay. What about Jeremy Sherman? Do you know what he may know?
A. Same answer.
Q. What about Doris Czinn?
A. Same answer.
Q. And what about Harry Czinn?
A. Same answer.
Q. Tibor Rosenburg?
A. Same answer.

Q. Okay. Stephen Green?
A. Same answer.
Q. James Surso?
A. Same answer.
Q. And Larry Shanker?
A. Same answer.
Q. Okay. Scott Spiegle, do you have any information of what he may know about this matter?
A. Same answer.
Q. Do you know who Scott Spiegle is?
A. He's I believe the financial advisor at Merrill Lynch.
Q. Have you ever met Scott Spiegle?
A. No.
Q. Okay. Gail Reese, you do not know what she may know, do you?
A. No.
Q. Mark Martin, do you know who he is?
A. Not personally.
Q. Do you know what role he has in this matter?
A. I believe his signature is on one of the documents.
Q. Okay. And what about Charlene Morganti? Do you know who she is?
A. Same thing.

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Q. Have you ever spoken to her before?
A. No.
Q. Okay. Next question, Interrogatory 3 says, Provide in detail any information supporting your allegations contained in Paragraph 10 of Plaintiff's complaint that defendant surreptitiously opened a Merrill account in decedent's name in May of 2000.
And you have two objections to this. One, it calls for a narrative and two, in violates the attorney/client privilege and work product.
Let's put aside anything that your attorneys have told you or that you learned from them, and as I'm sure your attorneys may have told you that a deposition is exactly that, it does call for a narrative, so I'm going to ask you to the extent that you can answer this question in a narrative response without discussing anything your attorneys told you, do you have any information or evidence to support the details as the question asked in Interrogatory Number 3?
MR. WINTER: Counsel, I'm going to interpose an objection only because earlier when you went paragraph by paragraph through the complaint, Paragraph 10 was one

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of the specific paragraphs relative to which you exhausted the witness's knowledge concerning the basis for the factual allegations and so it appears that it's the same question.
MR. GREEN: Okay. That's fair enough. I'll go on.
Q. At this time, other than Mr. Firestone, you're not aware of any other experts who you may be calling in this matter, is that correct?
A. None without discussing anything I've discussed with my attorney, nobody else.
Q. Okay. Now, let's make it easier so I don't have to go through the whole list.
On Page 2, you have this whole list of people that you had indicated that may have knowledge of this matter, but you don't know specifically what knowledge they have, correct?
A. Correct.
Q. Have you made any determination as to whether or not you plan to call any of these parties as witnesses at the trial of this matter?
MR. WINTER: I'll object.
You can go ahead and answer, Jenn.
A. Um, as I had before, I have no knowledge of who

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we may bring as a witness at a potential future trial.
Q. Now, if you'll take a look at Interrogatory Number 7. It says, Please provide in detail any information that would support your allegations contained in Paragraph 12 of Plaintiff's complaint, specifically that in 2004 Defendant created a forged durable power of attorney so as to gain fraudulent access to the subject funds in the complaint.
And your response says, See answer Number 6.
And when I take a look at answer Number 6, there's some objections, but one of the things it says, it says, Without waiving said objection, see documents produced in response to Request For Production.
So what I'm trying to ascertain from you, since it's referring me to a document, if you could take a look at the documents attached and let me know which ones you are referring to in Interrogatory Number 7.
A. I mean, do I have to specify one or --
Q. You can specify all of them that apply.
A. So I would think that all of them apply.
Q. So we're clear under oath here today, it's your

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testimony that all of the documents that were produced in response to the requests for production apply to Interrogatory Number 7, correct?
MR. WINTER: Object to form.
But, Jenn, you can go ahead and answer.
A. I would say yes.
Q. Okay. On Interrogatory Number 13, it asks for all jewelry belonging to your mom at the time of her death.
One of the things that you say in there is, Believe that Defendant is in possession of jewelry belonging to the decedent which has not been itemized.
Do you see that?
A. Yes.
Q. Okay. Do you have a listing of any such jewelry?
A. Just from what my mom told me.
Q. And what did she tell you specifically?
A. I know she documented about a pair of diamond stud earrings.
Q. Okay. What else?
A. Over the years she just said several diamonds.
She did mention those diamond bracelets you asked

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about earlier.
Q. Just as a follow-up question to something we discussed earlier relating to the car that you bought, the Lexus IS 250?
A. Yes.
Q. Which you used part of your own money from?
A. Yes.
Q. The trade-in vehicle, the RX 300?
A. 330.
Q. RX 330, that was your mom's car, correct?
A. She took the Highlander and gave me that car.
Q. Okay. Do you know whose funds were used to purchase the Lexus 330?
A. I do not know.
Q. Do you know if it was any money that your dad earned?
A. Possibly.
Q. Have you ever spoken to Carl Einstein before?
A. Yes.
Q. When have you spoken to him?
A. Briefly he had contacted me asking me with questions about Jason and Jeremy and I put my brothers in touch with him.
Q. Did you ever have any discussions with Mr. Einstein relating to the benefits of filing a

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joint tax return?
A. I can't say for sure either way.
Q. So if Mr. Einstein were to testify that he had such conversations with you, you would not disagree with that?
A. I would say that I can't recall either way.
Q. Okay. Let's take a look at the documents that are attached to the correspondence to Request For Production. The first page is a monthly cash flow prepared for Aliza Sherman prepared by Stacy Lampros.
Do you know who Stacy Lampros is?
A. No.
Q. And this is Bates stamped Stafford & Stafford document 13565.
Prior to the lawsuit being filed, had you ever seen this cash flow analysis before?
A. I don't believe so.
Q. Do you know whether your mother ever had seen it before?
A. I don't know.
Q. Okay.
MR. WINTER: Counsel, I just want to interpose something for record purposes.
MR. GREEN: Yes.

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MR. WINTER: The document that starts with Bates range Stafford & Stafford 013565 appears to continue sequentially through Bates stamp Stafford & Stafford 013579. It then ceases to be sequential in terms of the Bates range picking up with the next page being 013526 which continues sequentially through 013534 and then we pick up with a separate document.
So I only articulate that to the extent that there's a suggestion one way or the other as to whether this represents a complete document given the Bates ranges that I've just described.
MR. GREEN: Okay. I guess that sort of begs the question is you guys provided this to me and I have not altered it in any form, so is there a document that you're aware of that I don't have?
MR. WINTER: I have no reason to believe there are. I'm just stating for the record what I've stated.
MR. GREEN: Okay.
Q. You don't know if your mom had ever seen that document before, correct?

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A. Correct.
Q. And yon don't know when she would have first been provided with that document, do you?
A. No.
Q. Okay. Now, if you will take a look after what Mr. Winter indicated which is document 13534 which I believe completes that Merrill Lynch cash flow analysis.
Before I get to the next document, my question is why was this cash flow analysis provided to us in the course of discovery? Do you know what it represents?
A. You would have to ask my attorneys.
Q. Okay. Did you work with them in providing responsive answers to the discovery requests?
A. Yes.
Q. Okay. But as we sit here today, you don't know specifically what Requests For Production number this document responds to, do you?
A. We discussed several documents. I can't give you a specific answer.
Q. Okay. Now, if you'll take a look at the Merrill Lynch letter dated November 17th, 2000, which is Stafford & Stafford document 13142, that appears to be a letter from Merrill Lynch to Sanford

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Sherman.
Do you see that?
A. Yes.
Q. Okay. And this is a transfer on death acknowledgment.
Do you see that?
A. Yes.
Q. And it indicates that the account that ends in 58, which is not the account that is the subject of this matter, is going to be transferred on death to your mom, correct?
A. That's what it appears to be.
Q. Okay. You understood that should something happen to your father, all of the moneys held in the 58 account would be transferred to the 64 account which is for the benefit of your mom, correct?
MR. WINTER: Objection to form.
You can answer, Jenn.
A. Can you say that again?
Q. Well, you understood when you saw this document that as of November 17, 2000, your dad had the 58 Merrill Lynch account set up so that should he pass away, it transferred on death to your mom?
A. Okay.

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Q. Is that correct?
A. Yes.
Q. Okay. Now, if you flip over to the next page, it's a letter from Merrill Lynch addressed to Aliza Sherman dated November 17th, 2000.
Do you see that?
A. Yes.
Q. And in November, specifically November 17th of 2000, your mom was living at 25130 Penshurst Drive, Beachwood, Ohio 44122, correct?
A. I believe so.
Q. And as we sit here today, do you have any evidence that this letter was not sent to your mother?
A. It's possible. She never got to see it.
Q. I know it's possible and as you recall earlier Mr. Winter asked you not to speculate.
As we sit here today, do you have any evidence that Merrill Lynch did not send this letter to your mother?
A. No.
Q. Okay. As we sit here today, do you have any evidence that your mother did not receive this letter?
A. I can't say either way.

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Q. Okay. Now, if you take a look a couple of pages over, we start these progress notes.
And the first one is dated 9-28 of 2012.
Do you see that?
A. Yes.
Q. Now, what I'm trying to understand is at the very top there's a Number 1.
Do you see that?
A. Yes.
Q. This appears to be in your mom's handwriting?
A. Yes.
Q. You recognize your mom's handwriting?
A. Yes.
Q. Is this her handwriting?
A. Yes.
Q. And if you flip over to the next page, at the top it's got a Number 6.
Do you see that?
A. Yes.
Q. Do you know what happened to Pages 2, 3, 4 and 5?
A. No.
Q. Okay. Do you have possession of Pages 2, 3, 4 and 5?
A. I have -- there's thousands of papers, but this is how it came to me.

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Q. Okay. Do you have any knowledge or understanding as to whether or not your attorneys hold Pages 2, 3, 4 and 5?
A. I can't say for sure.
Q. Do you know who this was written to?
A. This is either out of order so the first one appears to be Sanford on Page 1, but I can't -- the others I can't identify who exactly she was, you know, intending for these to be.
Q. You don't know who these were written to, do you?
A. Right. No.
Q. Okay. You don't know if they were written to Joe Stafford or somebody else?
A. I can't say for sure.
Q. Okay. Then after page 6 you'll take a look and it skips to Page 8.
Do you see that?
A. Yes.
Q. Do you know where Page 7 is?
A. Like I said, this is the order we got them in and I don't know where the other papers are, if we ever got them.
Q. Okay. So after Page 8, the next one we go to is Page Number 5.
Do you see that?

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A. Yes.
Q. But that appears to be written on a different type of paper?
A. Yes.
Q. Not a progress report note, and also if you'll take a look at it, the 5 is circled.
Do you see that?
A. Yes.
Q. Where the previous three pages your mom consistently used a dash number, dash system in numbering her pages.
A. She numbered her writing various ways.
Q. But it appears that at least when she would do one set of documents, she would be consistent?
A. Not always.
Q. Now, the next page that we've talking about here is this one that's got a Number 5 on it.
Do you see that?
There we go.
Do you see that?
A. Yes.
Q. And then there's a Page 6 --
A. Yes.
Q. -- on a progress note and then there's another Page 6 again.

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Do you see that?
A. Yes.
Q. Do you know where Pages 1, 2, 3 and 4 are?
A. Again, I can't say for sure.
Q. Okay. And then after the second Page 6, it goes to Page 9.
Do you see that?
A. Yes.
Q. And then after that, it goes to Page, it looks like either 12 or 102.
Do you see that?
A. Yes.
Q. Do you know where any intervening pages are?
A. I can't say for sure.
Q. Okay. Have you seen any intervening pages?
A. It's possible, but I can't say for sure. I've seen thousands of pages.
Q. Okay. And then the next thing we have is there's Pages 13, 14, and 15.
Do you see that?
A. Yes.
Q. You would agree with me that based on the spacing and the arrow, there clearly appears to be certain pages or documents that are missing, correct?

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A. Possibly.
Q. Okay.
MR. GREEN: Can we go off the record for a second?
- - - -
(Thereupon, a discussion was had off the record.)
- - - -
MR. GREEN: When we were off the record, I asked counsel for the plaintiff to check their files to determine whether or not they could locate any additional of these handwritten notes and Mr. Winter assured me that he would take a look at his file to see if any such exist.
MR. WINTER: Of course.
Q. Okay. The next page is a durable power of attorney for Merrill Lynch.
Have you ever seen that document before?
A. Yes.
Q. And that is a durable power of attorney and it relates to the 64 account which is the subject of this matter, is that correct?
A. Yes.
Q. Prior to the death of your mom, had you ever seen

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this document before?
A. No.
Q. When was the first time you saw this document?
A. When we obtained the records from the Staffords.
Q. When you flip over to the second page, there are on the left-hand side signature lines that appear to say A.S. on them.
Do you see that?
MR. WINTER: For the record, they appear to be initial lines.
MR. GREEN: I'm sorry. That's correct.
Q. Initial lines that appear to say A.S.
Do you see those?
A. Yes.
Q. Other than from your mother, have you been told by anyone that that is not in fact your mom's initials?
A. Other than my mother?
Q. Yes.
A. No.
Q. Would the same thing hold true for the following page where there are initial blocks, other than your mother, nobody else has told you that those are not her initials?

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A. Right.
Q. Okay. And if you'll flip over two more pages, we have what appears to be a significant block dated May 17th, 2000 that has a signature that says Aliza Sherman.
Do you see that?
A. Yes.
Q. Okay. Other than your mother, has anyone told you that this is not her signature?
A. No.
Q. If you'll please flip over three more pages.
This is a similar document to the one that we were just discussing relating to the 64 account and then it says, Sanford Sherman, in print.
Do you see that?
A. Yes.
Q. Do you know whose handwriting that is?
A. No.
Q. And if you'll look at the next two pages, there are similar initial blocks to the prior document that have A.S. signatures on that.
Again, has anyone told you other than your mother that that's not her initials?
A. No.
Q. Okay. If you'll look over at the signature page

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dated December 17th of 2004, there is a signature block for Aliza Sherman.
Do you see that?
A. Yes.
Q. Has anyone other than your mother told you that that's not her signature?
A. No.
Q. All right. Now, one of the things I want to make sure that I understand is that in the complaint at Paragraph 12, there is an allegation that your dad created a forged durable power of attorney with your mom's signature.
You're aware of that?
A. Yes.
Q. And the allegation is that this occurred in 2004.
Are you aware of that as well?
A. Yes.
Q. It's your contention that the 2004 durable power of attorney is forged, is that correct?
A. Yes.
Q. Is it also your contention that the 2000 power of attorney is forged as well?
A. Yes.
Q. You're claiming both of them are forged?
A. Yes.

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Q. Okay. Do you have any knowledge or understanding as to why your dad would need to forge two separate powers of attorney for four years apart?
A. No.
Q. Now, again, not asking you to speculate, if your dad had a forged power of attorney in place in 2000, why do you think he would need to have another one again in 2004?
A. Because the first one was revoked.
Q. Okay. We're going to get to that in just a second.

\- - - -

(Thereupon, Defendant's Exhibit 8, a letter dated July 7, 2004 from Aliza Sherman to Stephen Spiegle, was marked for purposes of identification.)

\- - - -

Q. I'm handing you what's been marked as Exhibit Number 8 and you indicated just a second ago that the 2000 power of attorney was revoked, correct?
A. Apparently, yes.
Q. And I've handed you what's been marked as Exhibit 8.
This has been used in prior depositions. This is a letter dated July 7th, 2004, to Steve

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Spiegle which appears to bear your mom's signature.
Do you see that?
A. I see that.
Q. Do you believe that to be your mom's signature?
A. No.
Q. Now, my question is this then, you just testified earlier that the 2000 power of attorney was revoked.
A. Based on this document.
Q. Okay. And do you believe that your dad forged this document as well?
A. Yes.
Q. Okay. Do you have any reason or understanding why he would create a forged power of attorney and then revoke his own power of attorney and then reinstate it again?
A. That would be speculative.
Q. Without speculating, do you have any basis for that?
A. Not without speculating.
Q. Okay. Does it make any sense to you that somebody would create a power of attorney for themselves by way of forgery and then revoke it and reinstate it?

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MR. WINTER: Objection to form.
You can go ahead and answer the question.
A. It would be based on my own opinions and speculative thoughts.
Q. Let's take away your speculative thoughts, but what's your opinion as to why it happened?
A. Well, my opinion is how I speculated the situation.
Q. And then just so we're clear, you don't feel comfortable answering a question where you have to speculate, correct?
A. Correct.
Q. And if this matter proceeds to trial, you won't be speculating there either, will you?
MR. WINTER: She will not be speculating at trial.
MR. GREEN: Okay.
Q. And you won't be answering that question any differently than I've asked it today, will you?
A. No.
Q. Okay. Now, if you take a look at the client relationship agreement which is part of the discovery responses.
Do you see that?

MR. WINTER: Correct. That's it.
THE WITNESS: Okay.
Q. This is dated May 28th, 2000, if you flip over a couple of pages.
That document appears to be notarized.
Do you see that?
A. It appears to be May 22nd.
Q. Okay. May 22nd. I'm sorry. That document appears to be notarized?
A. Possibly. I can't tell what that is, but okay.
This part?
Q. Yes.
A. Yes.
Q. Have you ever had any document notarized before?
A. Yes.
Q. Okay. So when you say you can't tell, is that because you can't read the copy well or you're not familiar with notaries?
A. I don't know what these lines through that are underneath the raised seal.
Q. Presumably that's the actual raised seal, it just didn't copy well.
A. Okay.
MR. WINTER: Objection.
Q. Do you have any basis as we sit here today to

state that your mom did not sign this document in front of a notary?
A. Can you restate that question?
Q. Okay. As we sit here today, do you have any basis that your mom did not sign this document in front of a notary on May 22nd of 2000?
A. Yes.
Q. Okay. What is that basis?
A. What she told me.
Q. That's what your mom told you during a contentious divorce, correct?
MR. WINTER: Objection.
Go ahead.
A. Yes.
Q. And you would agree with me that the divorce was quite contentious, wouldn't you?
A. Yes.
Q. Both your mom and dad were filing cross police reports on each other?
A. I don't know the specifics of the docket.
Q. Okay. Did you go to the house at all during the pendency of the divorce?
A. Very rarely.
Q. Do you know there was a time in the house when your mom had approximately 20 cats living in the

house?
MR. WINTER: Objection.
A. No.
Q. You were not aware of that?
A. No. That did not exist.
Q. How many cats did she have living there?
A. Approximately three to four.
Q. Okay.
- - - -
(Thereupon, Defendant's Exhibit 9, Response to Sanford Sherman's Request for Admissions to Jennifer Sherman, was marked for purposes of identification.)
- - - -
MR. WINTER: Counsel, are we done with Exhibits 7 and 8?
MR. GREEN: I may go back to them, but for now.
Q. Handing you what's been marked as Exhibit 9, this is a response to Requests For Admissions that were served in this matter.
Have you seen this document before?
A. Probably.
Q. Okay. Now, the first one says, Admit that the Merrill Lynch account ending in 64 was the

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marital property of Sanford Sherman and Aliza Sherman.
You deny that.
Do you see that?
A. Yes.
Q. Okay. Earlier when I asked you about marital property and separate property, you said you were unable to answer that question based on the fact that the information came from your attorneys.
Do you recall that?
A. Yes.
Q. How is it then that you're able to deny that allegation in this document, but when asked the same exact question at deposition you can't answer it because it came from information from your attorneys?
MR. WINTER: Counsel, I'm going to interpose an objection. Obviously in responding for Requests For Admissions, legal counsel is permitted to address that and certainly take into account to some extent legal issues in responding as opposed to factual information that the percipient witness before you today may hold, so there's a distinction.

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Now that I've interposed that objection, Jenn, if you can answer the question, you can go ahead.
MR. GREEN: Read it back.
- - - -
(Thereupon, the requested portion of the record was read by the Notary.)
- - - -
A. Because when I answered these, I was discussing it with my attorneys.
Q. Okay. Now, what it asks here for you to admit is that the Merrill Lynch account ending in 64 was the property of both your dad and your mom.
Do you understand that?
A. Yes.
Q. And you deny that. You say no, it's not.
Do you understand that?
A. Yes.
Q. Because you don't believe that the money in the account ending in 64 belonged to both your dad and mom, do you?
A. No.
Q. You believe it was all your mom's?
A. Yes.
Q. Okay. Now, we then go to the account ending in

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358, which was the account in your dad's name, you're aware of that?
A. Yes.
Q. The one that he made payable on death to your mom?
A. Yes.
Q. Okay. And for that account, we ask you to admit that the account ending in 358 was the separate property of Sanford Sherman.
And you deny that, right?
A. Yes.
Q. Because you believe that that account, the money in there belonged to both your dad and your mom, right?
A. Payable on death.
Q. Okay. Well, while the money was in there, do you believe that those funds belonged to both your dad and your mom?
A. Well, that was not what the question asked.
Q. Actually, it does ask that question.
I'm asking what your belief is. The money that was in the 358 account, do you believe that that money belonged to both your mom and your dad?
MR. WINTER: Before or after the

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transfer?
A. That's what I was just going to ask.
MR. GREEN: You don't get to clarify.
A. That was what I was going to ask.
MR. WINTER: For her benefit, let's talk one at a time.
I'm going to object because the propinquity that you're speaking of in terms of the ownership rights is important. Timing is important in this question and that's the basis for my form objection.
MR. GREEN: The timing is not at all important. It either is or it isn't.
Q. So the money that was in the 358 account, okay, at any time did you believe that to be the separate property of your dad?
A. I can't answer that question unless I know what timing we're talking about because --
Q. Let's go through it year by year.
In 2000 did you believe it to be the separate property of your dad?
A. That's not what I was asked in this.
Q. I'm asking you now. In 2000 did you believe it to be the separate property of your dad?

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MR. WINTER: I'll object to form.
If you can answer it, go ahead.
If you don't know, say I don't know.
A. I don't know.
Q. In 2001 did you believe it to be the separate property of your dad?
MR. WINTER: Same objection.
A. I don't know.
Q. 2002 did you believe it to be the separate property of your dad?
A. Don't know.
Q. 2003 did you believe it be to the separate property of your dad?
A. Don't know.
Q. 2004?
A. Don't know.
Q. 2005?
A. Don't know.
Q. 2006?
A. Don't know.
Q. 2007?
A. Don't know.
Q. 2008?
A. Don't know.
Q. 2009?

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A. Don't know.
Q. 2010?
A. Don't know.
Q. 2011?
A. Don't know.
Q. 2012?
A. Don't know.
Q. Okay. So just so we're clear, at any time during the entire time scale that I just mentioned, the money that was in the 358 account, you don't know whether or not it was the separate property of your dad's, right?
A. Not unless you can clarify further.
Q. I've clarified it perfectly, but yet as it relates to the account ending in 64, okay, you believe that during all periods of time that that property belongs solely to your mom?
A. Yes.
Q. Okay. Do you know of any separate property that your dad had?
MR. WINTER: When?
A. Real estate property?
Q. No. At any time, do you know of any money or bank accounts that your dad had that you do not believe your mom had an interest in?

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A. I can't say for sure.
Q. Okay.
MR. WINTER: Off the record.
- - - -
(Thereupon, a discussion was had off the record.)
- - - -
MR. GREEN: What was the last question?
- - - -
(Thereupon, the requested portion of the record was read by the Notary.)
- - - -
(Thereupon, Defendant's Exhibit 10, Ohio Savings Bank Withdrawal Slip dated 11-3-10, was marked for purposes of identification.)
- - - -
Q. Handing you what's been marked as Exhibit 10 which is a withdrawal slip from 11-3 of 2010, about seven months before the divorce, for $25,922, it looks like 69.
Have you ever seen this document before?
A. I believe so.
Q. Do you have any idea what these funds were used for?

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A. No.
Q. Okay. Do you know why your mom transferred out or withdrew that amount of money on this date?
A. No.
Q. And the account number at the bottom, payable to 217040773 or 0173, I'm not sure, do you know whose account that was?
A. I'm not sure.
Q. When did you first see this document?
A. I believe when going through some of the documents we received. I don't know if it was from the Stafford box or not.
Q. Did you ever discuss it with your mother?
A. I can't say for sure.
Q. Okay. Do you recall discussing it with your mother?
A. I can't say for sure. I don't know.
- - - -
(Thereupon, Defendant's Exhibit 11, Probate Court of Cuyahoga County, Ohio Inventory and Appraisal, was marked for purposes of identification.)
- - - -
Q. Handing you what's been marked as Exhibit 11, this is an inventory and appraisal filed in the

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Probate Court on November 26th, 2013.
Does that bear your signature?
A. Yes.
Q. And this was the appraisal filed by you?
A. One of them, yes.
Q. Okay. Of the largest asset on here is the real property for $597,000.
That's the house on Penshurst, correct?
A. Yes.
Q. Was there any mortgage on that house?
A. I don't believe so.
Q. Has that house since been sold?
A. Yes.
Q. And that's 25130 Penshurst, correct?
A. Correct.
Q. You had indicated earlier your dad disclaimed his interest in your mom's estate.
Do you recall that?
A. Yes.
Q. And as a result of that, this property, the value of it after it was sold went to the benefit of you and your siblings, correct?
A. Yes.
Q. Do you know how much it was sold for?
A. I believe 390.

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Q. You also then have intangible personal property of 56,528.18.
And I am looking on the third page of the document. The monetary part of it relates to an Ohio Savings account and a Huntington account, is that correct?
A. Yes.
Q. What happened to any of the jewelry that your mom had before she passed away? How come that's not listed on here?
A. Which jewelry are you referring to?
Q. Well, you indicated that after your mom's death, you got some jewelry, right?
A. I mean, she gifted me some jewelry and from the police I got back at some point the two necklaces and the two rings that she was wearing.
Q. And your testimony is there's nothing else other than that?
A. That I got back?
Q. Yes.
A. From the police?
Q. Yes.
A. And a pair of earrings that she was wearing and a ring of her father's on one of the necklaces.
Q. And for the miscellaneous household goods and

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personal effects, you have that at $2,000.
Do you see that?
A. Yes.
Q. Is that all the furniture in the entire house?
A. All that was left when I got there.
Q. What was left when you got there?
A. The bedroom set of my mom's, the one that was in my bedroom, I think that was the one that was in Josh's bedroom, and then probably a bunch of garbage and trash that was left.
Q. When you say the bedroom set of your mom's, wasn't that both your parents' bedroom set?
A. No. That was her bedroom set that she received when she was 16 years old from her parents that was in the guest room that she was sleeping in.
Q. Okay. Is there another bedroom set in the house?
A. I said the one in by bedroom and the one in Josh's bedroom.
Q. Were there dishes and silverware and those types of things?
A. There was some. It was all pretty much dirty or trashed, yeah.
Q. And at the time of your mom's death, who was living in the house?
A. Sanford and Jeremy.

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Q. Your mom wasn't living there too?
A. And my mom. You said my mom's house.
Q. And did you have a cleaning lady? Do you know if your parents had a cleaning lady?
A. Yes.
Q. Who was that?
A. Kathy Washington.
Q. At some point in time did your mom fire the cleaning lady?
A. No. Sanford fired her.
Q. Sanford fired her, so if I was to ask Kathy that, she would say that Sanford fired you?
A. Yes.
Q. Does Kathy work for you now?
A. No.
Q. When was the last time you spoke to Kathy?
A. Probably 10 -- or 15 years ago.
Q. How do you know that Sanford fired Kathy?
A. Because I remember my mom was very upset about it.
Q. Earlier in your deposition I asked you if you ever signed your mom's name to a check and you testified that you did not.
Do you recall that?
A. Yes.

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- - - -

(Thereupon, Defendant's Exhibit 12, a copy of several AmTrust Bank checks, was marked for purposes of identification.)

- - - -

Q. Handing you what's been marked as Exhibit 11, these are AmTrust --

MR. WINTER: Counsel, the previous exhibit was 11.

MR. GREEN: I'm sorry. This would be 12.

Thank you.

Q. Exhibit 12 is a series of checks from AmTrust Bank bearing your dad and mom's names on the top. Do you see that?

A. Yes.

Q. If you look on the left-hand side, the first check down, made to a guy named Tim, it looks like Perohf?

A. I see that.

Q. And then it says, October rent, Jennifer Sherman. Do you see that?

A. Yes.

Q. Is that your signature on the signature line?

A. That is not my signature. That is a printed

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writing.

Q. Is it your testimony here under oath today that on the Check Number 12099 that is all print and not any of it is in cursive?

MR. WINTER: Hold on. Are you referring to the memo line or the signature line?

MR. GREEN: The signature block.

MR. WINTER: Okay. So the bottom right line is what he's referring to, Jenn.

A. That is printed with my name next to it.

Q. Did you write that or did your mom write that?

A. Honestly, I mean, it does appear to be mine, but I do not remember this but that is printed. That's not a signature with my name next to it.

Q. Okay. I understand that it says, October rent and it's printed Jennifer Sherman. Do you see the signature line where you have to sign the check?

A. Yes.

Q. Is that to the best of your knowledge your mom's handwriting or yours?

A. Handwriting or signature? Can you specify, please?

Q. You can ask all the semantics you want.

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Is that your writing or your mom's?

MR. WINTER: Objection.

Q. Your lawyer can't answer. You don't need to look at him.

MR. WINTER: Counsel, please.

A. That is my handwriting.

Q. Okay. Who gave you --

A. I believe. I'm not positive.

Q. Who gave you authority to write your name on that check?

A. My mother.

Q. Do you have a power of attorney authorizing you to do that?

A. No.

Q. Do you have anything in writing authorizing you to do that?

A. Possibly.

Q. Where would that be?

A. I would have to look through my stuff.

Q. Okay.

MR. GREEN: Can we make a note on the record that your client will look through her stuff to find any such documents if it exists.

MR. FRIED: Sure.

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Q. Other than this check which you may have handwritten on the signature line, have you ever done that with any other checks of your mother's?

A. No.

Q. Okay.

- - - -

(Thereupon, Defendant's Exhibit 13, a copy of several AmTrust Bank checks, was marked for purposes of identification.)

- - - -

Q. Handing you what's been marked as Exhibit 13, if you take a look at the left-hand side, starting with the third check in, it looks like there are four checks written, one to Aliza, one to Josh, one to Jason, and one to Jenn. They were signed by your father. Do you see that?

A. Yes.

Q. Now, the first one is to your mom for $10,000 and then there are three $500 checks made out each to Jason, Josh and yourself all dated 7-28 of '07. Do you recall any occasion or anything that was going on at that point in time that your dad would write checks in these amounts to all of you?

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A. Can you be more specific?
Q. Was it an occasion, a birthday, an anniversary? These all appear to be gifts and I'm just trying to understand if you have any recollection as to why they were being written at that time?
A. I'm not sure.
Q. Do you remember receiving this money?
A. Not in particular, no.
Q. Okay. Would it be commonplace for either your dad or your mom to white checks to you for $500?
A. On occasion.
Q. And you don't recall any specific occasion for this, do you?
A. Not that I can think of right now.
Q. Okay. Was there a time that you were ever aware where your mother attempted to ship medication from Mexico and a DEA letter was sent to your residence?
A. I don't believe so, no.
Q. Okay. And you had no involvement in that if it existed, right?
A. Not to my knowledge at this time, no.
Q. During the course of your dad's deposition, there were questions asked about whether or not he possessed medical records belonging to you. I'll

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represent to you that those questions were asked of him.
Do you have a belief that your dad has medical records of yours?
A. What do you mean "has"?
Q. You're aware that your dad's deposition was taken in two parts in this case, right?
A. Yes.
Q. And during those depositions or at least one of them questions were asked of Sanford as to whether or not he possessed your medical records. Are you aware of that?
A. Yes.
Q. Do you have a belief that your dad has access to or has possession of your medical records?
A. Possibly.
Q. Okay. What is the basis for that belief?
THE WITNESS: Can I ask a question?
Q. No. You need to answer the question without him coaching you.
MR. WINTER: Hold on. Hold on. Hold on. Don't answer now.
That's the second response to an inquiry from the witness wherein, counsel,

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you have added editorial comment concerning the witness's legitimate inquiry of me as to whether or not it is an appropriate question to respond to, so I object to that.
Secondly, Jenn, if you can answer the question without relying upon discussions that we've had, I want you to go ahead and answer the question. If you can't do that and the only basis you have for answering the question is information we have discussed with you that you know from us, then I'm instructing you not to answer the question based on attorney/client privilege.
THE WITNESS: Okay.
Can you read it back?
MR. GREEN: Read back the question, please.
- - - -
(Thereupon, the requested portion of the record was read by the Notary.)
- - - -
A. I couldn't answer that without revealing what I've discussed with my attorneys.

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Q. Well, it's not what you discussed with your attorneys. The privilege would only apply if your attorneys came to you and told you that there was an issue.
MR. WINTER: Well --
MR. GREEN: Let me finish, okay.
Q. If you told them that you believed that he has your medical records, that's not covered by the privilege, so if you have some independent information that Sanford has your medical records that was not told to you by your attorneys but you told them, that's a different story.
MR. WINTER: And let me, because I'm your legal counsel and I'm the one who's going to give legal advice today, not Mr. Green, if there's an independent basis of knowledge from which you can pull to answer the question, you need to answer the question. If the only basis for knowledge of an area is what we've discussed, then I'm instructing you not to the answer the question.
Do you understand the distinction?
THE WITNESS: Yes.
A. I can't answer the question.

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Q. Before you met Adam and Jason, did you believe your dad had possession of your medical records?
A. No.
Q. Do you believe he had access to your medical records?
A. I didn't think about it until right now.
Q. As we sit here today, do you believe he has possession or access to your medical records?
MR. WINTER: Objection. Asked and answered.
Go ahead.
A. Possibly.
Q. When you were 16, was there a car purchased by your dad for you for your birthday?
A. Yes.
Q. What kind of car was that?
A. Jeep.
Q. Okay. Have you had any discussions with Jeremy about whether or not he wants to go forward with this lawsuit?
A. Yes.
Q. Okay. And what has he told you?
THE WITNESS: Am I allowed to answer that?
MR. WINTER: If you've had

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one-on-one discussions with him, then go ahead and respond.
THE WITNESS: Okay.
A. He is in full agreement to pursue the lawsuit.
Q. What about Jason?
A. Also in full agreement.
Q. And what about Josh?
A. The only communication with Josh has been through my attorneys.
Q. Okay. When your mom died, were there certain accounts that were payable on death or transferred on death of hers that went to you?
A. Yes.
Q. Approximately how much was that?
A. I don't know. I learned from the paperwork we got. I think there was one account that was split four ways between her children and then there was one more, but I can't say for sure, about maybe 20 to $25,000.
Q. Total or each?
A. The one that was to me and then the other one was I believe about 13,500 to each.
Q. Okay. So there was one that was 13,500 to each of you and your siblings and then one separate one that you just got?

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A. Yeah, and then Jeremy had separate ones as well.
Q. Okay. When your mom died, you understood that your dad was the executor of her will, correct?
A. Can you be more specific.
Q. Well, you became the executor because your dad resigned, right?
A. Because I filed an appointment, yeah.
Q. And also your dad was a beneficiary under your mom's will, correct?
A. That's what the will says.
Q. And he disclaimed everything, correct?
A. Yep.
Q. Okay. Do you have any knowledge as to why your mom didn't simply change her will while the divorce was pending?
A. My mom, to my knowledge, did not know she had a will.
Q. So did your mom ever tell you she didn't know that she had a will?
A. Yes.
Q. Have you ever discussed this lawsuit in any manner with any of your say five closest friends?
A. They've mentioned it to me because they saw something on the news, but that's the limit.
Q. Give me your five closest friends.

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A. I probably wouldn't even say five closest friends.
Q. How about four?
A. Probably my husband and my friend Nicole Angel.
MR. WINTER: Let me interpose a proactive objection and instruction.
Jenn, you cannot be compelled to reveal marital communications between you and Kevin that have occurred after the date of marriage, so that's your prerogative as to whether or not to reveal that information.
Q. Okay. Other than your husband and Nicole Angel, have you had discussions with any other of your friends regarding this matter?
A. No.
Q. Where does Nicole Angel live?
A. Israel.
Q. Does she have a residence here as well?
A. I don't know. She has a family that lives here, but her residence is in Israel.
Q. Are you aware that within the last couple of weeks your father by way of court order executed several handwriting exemplars?
A. Yes.

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Q. Do you know why those handwriting exemplars were requested?
A. Yes.
Q. Why were they requested?
A. In order to compare them to the ones on the Merrill Lynch documents.
Q. Okay. To make a determination to see as to whether or not the Merrill Lynch documents were fraudulently executed?
A. Correct.
Q. Okay. And prior to having these exemplars, again other than discussing this matter with your mom, did you obtain any other proof that the Merrill Lynch documents were forged?
MR. WINTER: Counsel, when you say "you," are you referring to the percipient witness or to her and her lawyers?
MR. GREEN: Just to her.
MR. WINTER: Okay.
Go ahead and answer the question.
A. Can you say it again?
Q. Have you made any determination prior to getting these exemplars and other than from speaking to your mom that Sanford Sherman forged your mom's signatures on the powers of attorney?

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A. Outside of anything from the attorneys?
Q. Correct.
A. No.
Q. There's a reward, as I understand it, for any information leading to the cause of your mom's death, is that correct?
A. Yes.
Q. How much is that reward?
A. 50,000.
Q. And where is that money coming from?
A. A group of people.
Q. Can you tell me who's in that group?
A. I can list some of the people. I don't know if I can give you the entire list.
Q. Okay. Tell me who you can list.
A. Edward Czinn, Mary Foyer, Karen Shate, Abbey Louganawitz, Marla Friedman. I don't know if I said Sherry Foyer.
Q. You did.
A. Jan Lash. That's probably all I can think of at this time.
Q. Okay.
A. I think Steve Czinn.
Q. Are you aware that in some of the court proceedings in the divorce matter your mom

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alleged that your dad made millions of dollars? Are you aware of that?
A. Yes.
Q. Have you seen any information or documentation relating to the amount of money that your dad made?
A. I may have seen something in the past that he showed me that he called it $50,000 Fridays.
Q. What did that mean?
A. He did enough surgeries to make $50,000 on Friday.
Q. Okay. He would tell you that?
A. Yep.
Q. Now, I know that you've been estranged from your dad for a while, but when did you take the nursing boards?
A. Probably February, 2009.
Q. Okay. Like anyone else taking an important test like that, were you worried or concerned that you weren't going to pass them?
A. Sure.
Q. After you passed them, and I understand you did so with flying colors, did you call your dad to tell him?
A. Probably not.

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Q. You don't recall that?
A. It's possible, but probably not.
Q. You understood that this AmTrust bank account that we've talked about, that this was a joint account between your mom and dad, right?
A. Right.
Q. And your mom wrote checks off of this account as did your dad?
A. Yes.
Q. Okay. Was it ultimately your decision to bring this lawsuit?
A. On behalf of the estate in my role as executor, yes.
Q. And in doing your homework in order to determine the various claims and investigation, what did you personally do?
A. I did research of my own.
Q. What did that research comprise of?
A. Of just understanding Ohio laws.
Q. Okay. What research did you do, on what specifically?
A. I can't recall. This was over a year ago.
Q. Which Ohio laws did you study?
A. I can't give you specifics.
Q. What did your research yield? What was the

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results of your research?
A. Just a greater understanding of the concepts we were discussing.
Q. What concepts were those?
A. The, you know, forgery, fraud, identity, beneficiary concepts.
Q. Did you bring this lawsuit on behalf of the estate in any way because you believe your dad had something to do with your mom's death?
A. No.
Q. After your mom and dad began the divorce proceedings, do you know if your mother handled her own finances?
A. As far as I know.
Q. Did you help her with those at all?
A. No.

MR. GREEN: I'm going to take a break and talk to Sanford for a little bit and then we can come back on the record.

MR. FRIED: Okay.

- - - -

(Thereupon, a recess was had.)

- - - -

MR. GREEN: Subject to you reviewing your file to determine whether or

not any of those additional documents exist, I don't have any further questions today.

MR. WINTER: I just have one issue of business and that is during the course of today's deposition, your client was taking notes and the discoverability of those notes is an issue and so what I'm recommending for purposes of today is that they simply be provided under seal to the court reporter to hold for us to deal with it as we need to with the court.

MR. GREEN: Those notes were taken under my instruction for my benefit for him to give to me.

MR. WINTER: Why don't you and I talk about that tomorrow or what have you, but in the interim, if you're prepared to take possession of the notes and hold on to them until we can resolve the issue, I'm comfortable with that.

MR. GREEN: Okay.

MR. WINTER: She will read.

JENNIFER SHERMAN

C E R T I F I C A T E

The State of Ohio,) SS:
County of Cuyahoga.)

I, Margaret A. Trombetta, a Notary Public within and for the State of Ohio, authorized to administer oaths and to take and certify depositions, do hereby certify that the above-named witness was by me, before the giving of their deposition, first duly sworn to testify the truth, the whole truth, and nothing but the truth; that the deposition as above-set forth was reduced to writing by me by means of stenotypy, and was later transcribed into typewriting under my direction; that this is a true record of the testimony given by the witness; that said deposition was taken at the aforementioned time, date and place, pursuant to notice or stipulations of counsel; that I am not a relative or employee or attorney of any of the parties, or a relative or employee of such attorney or financially interested in this action; that I am not, nor is the court reporting firm with which I am affiliated, under a contract as defined in Civil Rule 28(D).

IN WITNESS WHEREOF, I have hereunto set my hand and seal of office, at Cleveland, Ohio, this 8th day of September, 2015.

Margaret A. Trombetta

Margaret A. Trombetta, Notary Public
State of Ohio
1750 Midland Building, Cleveland, Ohio 44115
My commission expires October 8, 2018

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IN THE COURT OF COMMON PLEAS

OF CUYAHOGA COUNTY, OHIO

JENNIFER SHERMAN,

CO-EXECUTOR OF THE

ESTATE OF ALIZA SHERMAN,

Plaintiff,

vs. Case No. CV-14-827479

SANFORD J. SHERMAN, et al.,

Defendants.

- - - - -

VIDEOTAPED DEPOSITION OF JAMES DAVID SURSO

Taken on Friday, November 14, 2014, at 9:43 a.m.

At the offices of:

Reminger

1400 Midland Building

101 Prospect Avenue, West

Cleveland, Ohio

Before Janice M. Rogers, a Registered Professional Reporter

and Notary Public in and for the State of Ohio

EXHIBIT

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IN THE COURT OF COMMON PLEAS
PROBATE DIVISION
OF CUYAHOGA COUNTY, OHIO

IN RE:
ESTATE OF ALIZA SHERMAN, Case No.
Deceased, 2013 EST 190253

VIDEOTAPED DEPOSITION OF JAMES DAVID SURSO
Taken on Friday, November 14, 2014, at 9:43 a.m.

At the offices of:
Reminger
1400 Midland Building
101 Prospect Avenue, West
Cleveland, Ohio

Before Janice M. Rogers, a Registered Professional Reporter and Notary Public in and for the State of Ohio

APPEARANCES:
On behalf of the Plaintiff:
Reminger, by
JASON D. WINTER, ESQ.
ADAM M. FRIED, ESQ.
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On behalf of the Defendants:
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BRIAN J. GREEN, ESQ.
JAMES A. MARX, ESQ.
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25101 Chagrin Boulevard
Beachwood, Ohio 44122
(216) 831-5100
On behalf of Joshua A. Sherman:
Cavitch, Familo & Durkin, by
MICHAEL C. COHAN, ESQ.
Twentieth Floor, 1300 East Ninth Street
Cleveland, Ohio 44114-2876
(216) 621-7860
ALSO PRESENT:
Steve Henschel, Videographer

THE VIDEOGRAPHER: Today is November 14, 2014. We are on the record at 9:43 a.m.

JAMES DAVID SURSO, of lawful age, called for examination, as provided by the Ohio Rules of Civil Procedure, being by me first duly sworn, as hereinafter certified, deposed and said as follows:

EXAMINATION OF JAMES DAVID SURSO
BY-MR.WINTER:

Q. Good morning, sir. My name is Jason Winter. And along with my co-counsel, Adam Fried, I serve as legal counsel to Jennifer Sherman in her capacity as executor of the Estate of Aliza Sherman.

Before we go any further, sir, would you please state your full name for the record, including any middle name, and spelling each of your names?

A. James David Surso, S U R S O.

Q. And, Mr. Surso, have you ever sat for deposition before?

A. Yes.

Q. On how many occasions?

A. Two or three.

Q. In what context did you previously sit for a deposition?

A. My divorce from my ex-wife and as a witness for malpractice cases.

Q. When was it that your divorce action occurred and you sat for deposition in that case? When was that?

A. 1997.

Q. Okay. And also you indicated that you sat for deposition in malpractice cases, is that correct?

A. Yes.

Q. How many?

A. Probably two.

Q. And what type of malpractice cases were those?

A. They were medical malpractice. And they had to do with an injury that occurred in surgery performed by another surgeon. And I was asked to come in and help. And I was asked to give a deposition of what

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transpired.
Q. You yourself are in the medical field?
A. Yes.
Q. And what is your profession?
A. Currently I'm a surgical first assistant.
Q. And is that a physician position, a nursing position, what is that?
A. It's a unique position.
Q. Somewhere in between a nurse and a physician?
A. Well, there's specific programs for surgical first assistants. I personally was a general surgeon for 20 years. And I retired. So in my capacity as first assistant, I'm a physician, as well.
Q. Understood. And we'll get more into your educational background and training later on.
So in those two malpractice cases, you were a fact witness that was called to in essence tell what you saw?

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A. That is correct.
Q. And when did those cases take place?
A. I don't remember the first one. The last one was in 2001.
Q. Did those cases go to trial?
A. No.
Q. Do you recall the name of the defendants in those cases?
A. Only the last one in 2001 was Jerry Pierce, P I E R C E.
Q. And the other one do you recall?
A. No.
Q. What counties were those cases venued in?
A. Jackson County, Alabama.
Q. Both of them?
A. Yes.
Q. And where was your divorce venued?
A. Jackson County, Alabama.
MR. COHAN: Jason, before we get too far, I wanted to put on the record my objection. I won't repeat the whole

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objection. But it's the same objection that was stated in the Leslie Keller deposition. Thank you.
Q. Mr. Surso, in a moment you're going to be handed two documents, Exhibits 1 and 2, for purposes of your deposition today, which I believe are copies of the subpoenas that you received in this case. - - - - -
(Thereupon, Plaintiff's Exhibits-1-and-2 were marked for identification.) - - - - -
Q. Did you, in fact, receive copies of those subpoenas?
A. Yes, sir.
Q. What I'd like to do is cover some of the ground rules that will govern our discussion today, so that you and I are on the same page. The first is -- and some of these may sound familiar from your previous depositions. But nonetheless, I'm going to cover these.
The first is, it's important that you verbalize each of your responses

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today. While you and I may understand what a nod or shake of the head means, our court reporter can't take that down. And so I'm going to need each of your responses today to be audible in nature. Do you understand?
A. Yes.
Q. Second, it's important that you and I not interrupt each other, so that we have a clean record. So as a result, there may be points in time today when you can anticipate what one of your responses to one of my questions is going to be even before I finish the question. Please let me finish the question before you start your answer.
And on the other side of that, there may be points in time today where I inadvertently interrupt you. I don't mean to do that. If I do interrupt you, let me know that, so that we can get your complete response on the record before I start my next question. All right?
A. Yes.

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Q. If at some point today you don't understand a question that I ask you, I absolutely do not want you to answer that question. My job today is to questions you can understand. Your job, of course, is to answer those questions as best you're able. Do you understand?
A. Yes.
Q. If you do answer a question, I'm going to assume that you understood the question. Is that fair?
A. Yes.
Q. If at some point you need to take a break for any reason, please let me know that. The one exception to that is that if there's a particular question pending, I'm going to ask you to answer that question. And then we can take as long of a break as you need. All right?
A. Yes.
Q. If at some point you recall information that makes one of your prior responses more complete or more

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accurate, please let me know that, so that we can go back and cover that area. Simply because we've already moved on from a given area to talk about something else doesn't mean that I don't want to have the most complete and accurate information that you have on any topic that we covered today. All right. Do you understand that?
A. Yes.
Q. Okay. Finally you understand that you're under oath today, correct, just as if you were in court?
A. Yes, sir.
Q. Can you think of any reason that you will not be able to understand the questions that I ask today or to provide accurate answers to those questions?
A. No.
Q. Are you currently under medication? Have you taken any medication in the last 24 hours?
A. Blood pressure medicine this morning.

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Q. Okay. Is there anything about that medication that affects your ability to understand our conversation today or to provide accurate information in response to my questions?
A. No, sir.
Q. Any other medication that you've consumed in the last 24 hours?
A. No, sir.
Q. Okay. Can you share with me each person with whom you've communicated in any fashion within the last 24 hours?
A. My girlfriend, Patricia Roberts. My daughter, Jessica Surso. Sanford Sherman. My roommate, Vince Stokes.
Q. Anyone else?
A. Would you like everybody at work?
Q. Well, let's put aside for the moment individuals with whom you work.
A. Okay.
Q. Anyone else that you've

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communicated with verbally or in writing or over the phone or by any means in the last 24 hours aside from individuals who are employed where you are employed?
A. No.
Q. So it would be limited to your girlfriend, your daughter, Sanford Sherman and your roommate --
A. Yes, sir.
Q. -- is that correct?
When in the last 24 hours have you spoken with Sanford Sherman?
A. Last evening between approximately 7 p.m. and 8:30 p.m.
Q. And so you spoke for about 90 minutes?
A. Yes. We had dinner together last night.
Q. Where did you have dinner?
A. Ho Wah's in Beachwood.
Q. Can you spell that?
A. H O, W A H.
Q. How did it come that you had dinner with Sanford Sherman last night? Was it prearranged or did that develop

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yesterday?
A. No. We had plans to meet this week. And that was the only night I was available.
Q. Okay. We'll come back and talk later about your prior contact with Mr. Sherman. But please share with us everything that was discussed last night during dinner?
A. Just talked about my girlfriend, my daughter, his son Josh, just general conversations.
Q. And I appreciate that it was an hour and-a-half. But I'm interested in knowing every statement that was made as best you're able to recall?
A. I can't remember what went on for an hour and-a-half last night.
Q. Okay. Let's start by talking about Josh. What did Mr. Sherman say as it related to Josh Sherman?
A. I just asked how Josh was doing and how he was feeling and how everything was going in his life.

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That's all. Just general conversations about our children.
Q. Okay. And specifically what did he say concerning Josh?
A. He said everything is going fine.
Q. Did he say anything else as it related to Josh other than everything is going fine?
A. No.
Q. Did he discuss any interaction that he had had with Josh?
A. No.
Q. The only words that he uttered when you inquired as to how Josh was doing was that Josh was doing fine?
A. Yes.
Q. Let's back up. How was it that plans were made for you to have dinner that night?
A. Well, we -- he and I pretty much talk every day. And earlier in the week, we said we wanted to meet for dinner one night. I couldn't do it Monday or Tuesday or Wednesday. And

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Thursday was the only evening I had available.
Q. When you indicate that you talked every day, is it the case that you and Sanford Sherman are close friends?
A. Yes, sir.
Q. And for how long have you been close friends?
A. I've known Mr. Sherman -- Dr. Sherman since 1976.
Q. How did you meet Sanford Sherman in 1976?
A. We met in college.
Q. And where was that?
A. Case Western Reserve University, Cleveland, Ohio.
Q. What year during college did you and Sanford meet?
A. Our sophomore year.
Q. Were you roommates?
A. No.
Q. Share with me the level of contact that you had with Mr. Sherman while you were in college?

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A. We were close friends. We studied together, went to classes together, went out in the evenings together.
Q. Did you have any closer friend while you were in college than Sanford Sherman?
A. No.
Q. To your knowledge did Mr. Sherman have any closer friend while he was in college other than you?
A. I don't know that.
Q. Did you ever -- you never lived together while you were in college, is that correct?
A. No, sir.
Q. Ultimately what -- what year did you graduate from college in?
A. 1978.
Q. And describe for me how your friendship with Mr. Sherman continued from that point forward?
A. Well, we've always remained close, in close contact. But meeting each other personally became much more

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difficult, because I left to go to Cincinnati to medical school from 1978 to 1982.

We did -- I mean, whenever I was back in the Cleveland area, we would visit. And it was the same over the next five years of my surgery residency, from 1982 to 1987, when I was in Akron, Ohio.

I would say that I was considered one of his best friends and still am. And I was -- stood up for him at his wedding.

Q. And so it would be a fair statement that since your sophomore year in college, you and Sanford have been very close friends?

A. Yes, sir.

Q. And when you indicated that you speak every day, for how long has that been the case?

A. Probably the last 10 years.

Q. Do you confide in Mr. Sherman as it relates to personal matters?

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A. Occasionally.

Q. Does he confide in you?

A. Not very much.

Q. Okay. What topics of a personal nature does Mr. Sherman discuss with you?

A. Well, obviously over the last several years it's been his divorce, the death of his wife and ongoing ramifications from her death.

Q. What do you mean by ongoing ramifications from her death?

A. Well, he has concerns that he loved his wife very much and misses his wife very much. And we have those discussions.

Q. Coming back for a moment to the dinner that took place yesterday evening. Was there anybody else who was present other than you and Mr. Sherman?

A. No.

Q. Who picked the location?

A. We actually picked it together. We were going to go to Sushi Rock, but they were closed because they

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didn't have natural gas. So it was right next door.

Q. Who picked up the check?

A. Dr. Sherman.

Q. And your best recollection as to the date on which that meeting was set is what?

A. Probably Monday or Tuesday of this week.

Q. Okay. At any point during your conversation last night, did Les Keller come up?

A. No, sir.

Q. Do you know who Les Keller is?

A. Yes, I know Les.

Q. Are you friends with Les?

A. No.

Q. Did you have any contact with Les Keller in the last 24 hours?

A. No, I did not.

Q. Did Tibor Rosenberg's name come up at all?

A. No.

Q. Do you know who Mr.

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Rosenberg is?

A. Yes.

Q. Is Mr. Rosenberg a friend of yours?

A. No.

Q. Have you had any contact with Mr. Rosenberg in the last 24 hours?

A. No.

Q. During this hour and-a-half dinner last night, did your deposition today come up at all?

A. Only that I had to leave early enough to get home because of the bad weather and traffic, so I could be here on time this morning.

Q. Was it, in fact, the case that one of the reasons for the dinner last night was that you and Mr. Sherman were going to discuss your deposition today?

A. No. We did not discuss anything regarding my deposition.

Q. When was the last time that you and Mr. Sherman, prior to last night, were physically together in the

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same room?
A. Sunday.
Q. Okay. And in what context was that?
A. I came up from Akron. And we went out to lunch and watched the Steelers game at Fox and Hounds, which I believe is in Mayfield or Mayfield Village.
Q. Okay. How frequently do you get together with Mr. Sherman?
A. Usually at least once a week, maybe twice a week.
Q. What sorts of activities do you engage in when you get together?
A. We usually go out to dinner. Or we'll just meet at his apartment and have dinner in, watch some football.
Q. Have you ever traveled outside the State of Ohio with Mr. Sherman?
A. Yes.
Q. On how many occasions?
A. Once.
Q. Where did you go?

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A. We met his brother in Pennsylvania.
Q. And where in Pennsylvania was that?
A. Sharonville, I believe was the town.
Q. His brother's name is Steve?
A. Yes, sir.
Q. Given you've been friends with Mr. Sherman since the 70s, do you also know his brother Steve?
A. Yes, I do.
Q. Are you also friends with Steve?
A. I'm an acquaintance.
Q. What was the purpose of this visit to Sharonville, PA to visit with Mr. Sherman's brother Steve?
A. It was right after he was served for the divorce. And he wanted to meet with his brother, because he was quite upset. And I drove him there.
Q. Was there a reason other than you being the driver that you went on that trip?

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A. No.
Q. Did he request that you as his friend go with him?
A. Yes.
Q. Tell me about what was discussed on that trip to Pennsylvania?
A. Well, he was quite distraught that he was served with divorce papers.
Q. What did he say specifically?
A. Specifically he said he spent the last 30 years of his life with the woman he thought was his woman forever. And that he was quite upset that she wanted a divorce.
Q. Did Mr. Sherman tell you that the fact that these divorce papers were served on him came as a surprise to him?
A. Yes.
Q. Did Mr. Sherman share with you that he filed for divorce first?
A. No.
Q. Is that news to you?
A. Yes.
Q. What else was discussed

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during that visit?
Let's back up. What else was discussed during the car trip to Pennsylvania?
A. I can't remember anything other than those discussions.
Q. Did the topic of the assets of the marriage come up at any point in the car ride on the way to Pennsylvania?
A. No, sir.
Q. There was no mention of money at all?
A. No, sir.
Q. For how long were you in Pennsylvania with Mr. Sherman and his brother?
A. We spent the night there and then came back the next morning.
Q. Where did you stay?
A. I don't know. I don't remember.
Q. What did you do when you were there?
A. We met his brother. Went out to dinner with his brother. Came

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back to the hotel. He spent time talking with his brother. Went to bed. And got up and came home the next morning.
Q. Other than going to dinner, there was no activity that you engaged in while you were there other than speaking with his brother?
A. That's correct.
Q. Where did you eat dinner?
A. I don't know.
Q. Who paid?
A. Dr. Sherman.
Q. Did he also pay for your hotel?
A. Yes, sir.
Q. Did he also reimburse you for gas and tolls?
A. No. I drove his vehicle.
Q. During the discussions with his brother, to what extent was the topic of -- are you okay?
A. Excuse me. Yes.
Q. During the discussions with his brother in Pennsylvania, to what

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extent was the topic of marital assets discussed?
A. Never.
Q. Do you remember when this trip occurred? Do you recall when it was?
A. It was within days of the court filings.
Q. Did Mr. Sherman discuss that he himself would be filing and serving divorce papers on Aliza Sherman?
A. Yes.
Q. Okay. What did he say in that regard?
A. Well, he just told me he was going to do that. And he had retained a lawyer to do that.
Q. Did he tell you who he had retained?
A. No.
Q. Did he tell you for how long he had had that counsel?
A. No.
Q. What was discussed on the car trip back?

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A. Well, he was very pleased that his brother took the time to meet with him. And beyond that was just normal small talk between friends.
Q. Did Mr. Sherman say at any point on that trip that he had assets that Aliza Sherman did not know about?
A. No, sir.
Q. Has Sanford Sherman ever made that statement to you, that he has assets which Aliza Sherman is unaware of or would never find?
A. No, sir.
Q. You indicated this was the only trip outside the State of Ohio you ever went on with Mr. Sherman, is that correct?
A. There was a trip that we made when we were in college.
Q. Where did you go?
A. Montreal.
Q. Any other trips outside the State of Ohio with Mr. Sherman at any point?
A. I believe it was July of

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2009, I met him in Long Island, New York. And we spent three or four days together.
Q. What was the purpose of that trip?
A. Just to be together.
Q. Was anybody else there with you?
A. A friend of his that he met in Florida.
Q. Who is that?
A. Doreen. I think her last name was Juliani, but I'm not 100 percent sure.
Q. Doreen Juliani?
A. Yes.
Q. And what did you understand to be the nature of the relationship between Mr. Sherman and Ms. Juliani?
A. Friends.
Q. Had you ever met Doreen before?
A. No, sir.
Q. Had you ever heard Doreen's name before?

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A. No, sir.
Q. Did you know in advance that Doreen would be in New York when you went?
A. Yes.
Q. When was it that you learned that Doreen would be in New York when you went on that trip?
A. When I got my tickets to go.
Q. Did Mr. Sherman -- let me start my question over.
When you traveled to New York, did you travel alone or did you travel with Sanford Sherman and/or Doreen Juliani?
A. I was alone.
Q. At that time did Sanford travel to New York from Ohio or from somewhere else?
A. I don't know that.
Q. Okay.
A. I don't remember.
Q. Okay. Had he been in Florida and met you in New York?
A. It's possible. But I don't

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remember if he was in Ohio or Florida at the time.
Q. Is Ms. Juliani from Florida?
A. She's from Florida.
Q. Okay. And at the time she was living in Florida?
A. Yes. She also had a residence in New York.
Q. Okay. And who paid for your trip to New York?
A. Dr. Sherman.
Q. Who paid for Doreen Juliani's trip to New York?
A. I don't know.
Q. Where did you stay when you were in New York?
A. At her home.
Q. Her home was on Long Island?
A. Yes, sir.
Q. When you landed at the airport in New York, how did you get to Ms. Juliani's home?
A. Dr. Sherman sent a car with a driver to pick me up and drive me to her home.

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Q. If I wanted to determine the address of Ms. Juliani's home in Long Island, how would I go about finding that?
A. I have no idea.
Q. During the course of your trip to New York, did you have the address that you would be going to?
A. I don't remember.
Q. You may have that in your possession?
A. No, I don't have it in my possession.
Q. Have you checked to see if you have that?
A. I don't have any records from then.
Q. All right. So Mr. Sherman sent a -- was it a black limousine or a black sedan car for you?
A. It was a sedan.
Q. Sedan. A black sedan?
A. I don't remember what color it was.
Q. Picked you up at the airport

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and took you to Ms. Juliani's home, is that correct?
A. That's correct.
Q. About how far of a trip was that?
A. About 30 minutes.
Q. And when you arrived at the home, describe for me the home?
A. It's a small kind of Cape Cod home.
Q. Was Mr. Sherman present when you arrived?
A. Yes.
Q. Was Ms. Juliani present when you arrived?
A. Yes.
Q. How long did you stay in New York on that trip?
A. Three or four days.
Q. Were both Mr. Sherman and Ms. Juliani present for the entire duration of your stay?
A. Yes.
Q. Did you have -- well, let me withdraw that and start over.

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Where did you sleep during that trip?
A. In a bedroom upstairs.
Q. Where did Mr. Sherman sleep during that trip?
A. He was downstairs I believe on a couch.
Q. And where did Ms. Juliani sleep during that visit?
A. In her bedroom.
Q. How many bedrooms did the house have?
A. Two.
Q. How is it that you know that Mr. Sherman slept on the couch?
A. Because when I went up to bed, that's where he was sleeping.
Q. Did you at any point go down during the night to check and see if he was still there?
A. No.
Q. What was your understanding as to how long Mr. Sherman had known Ms. Juliani for?
A. I would say a couple months.

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Q. Is Mr. Sherman to your knowledge still friends with Ms. Juliani?
A. I do not believe so.
Q. For how long did he remain friends with Ms. Juliani to the best of your knowledge?
A. Maybe another six months after our visit.
Q. Were they dating?
A. I don't believe so.
Q. Why do you say that?
A. Because I think they were just friends.
Q. How did they meet?
A. I don't know.
Q. He never told you how they met?
A. No.
Q. Did you ever ask him how he met her?
A. No.
Q. Did you find it odd that you and he were traveling to the home of somebody he had known for two months in

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New York to stay for four days?
A. No.
Q. While you were there, how did you spend your time?
A. We went out on a boat. We went to Fire Island. We went out to dinners. One night she had some of her friends from that -- from New York over. And we had an evening together with other friends.
Q. Whose boat was it?
A. Hers, Ms. Juliani's.
Q. Who paid for dinner?
A. Dr. Sherman and Ms. Juliani --
Q. Do you have any --
A. -- on different occasions.
Q. I'm sorry. I didn't mean to interrupt you. Can you repeat what you just said?
A. Dr. Sherman paid and Ms. Juliani paid on different occasions.
Q. Do you have any reason to believe that Aliza Sherman knew about this visit to New York?

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A. No.
Q. Do you have an opinion as to whether she knew?
A. My opinion is I don't know.
Q. Did you visit any banks while you were in New York?
A. No, sir.
Q. What sorts of restaurants would you go to dinner at when you were in New York? Were they nice places?
A. They were beachfront places on Fire Island.
Q. Expensive?
A. Not very expensive, no.
Q. Other than going to dinners and visiting Fire Island and going on a boat and then some friends coming over, how else did you spend -- how else did you spend your time while you were there?
A. That was the extent of my visit.
Q. Did you at any point utilize credit cards while you were in New York to pay for anything?

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A. I don't remember.
Q. Describe for me exactly how it was that Mr. Sherman broached with you the idea of going to New York on that trip? What did he say?
MR. GREEN: Objection.
A. We hadn't seen each other in a while. And he asked me if I wanted to go meet with -- meet up with him. And I said, sure.
And he said he had a friend that had a place in Long Island that invited us. And that we could go stay there and have a relaxing three or four days and boat rides and such as that. And I said, that would be great.
Q. Have you ever observed Mr. Sherman socially with women other than Doreen Juliani?
MR. GREEN: Objection.
A. I've met one other woman. And --
Q. Who is that?
A. Mary.
Q. And what's her last name?

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MR. GREEN: Objection.
A. I don't know her last name.
Q. Is it Mary Skeirik?
A. It could be. I don't know her last name. I met her one time.
Q. When did you meet her?
A. About a month to six weeks ago.
Q. Who is Mary?
MR. GREEN: Just note a continuing objection, so I don't keep interrupting your line of questioning.
MR. WINTER: Duly noted. Thank you.
Q. Who is Mary?
A. It's a woman that Dr. Sherman met in Florida.
Q. Is he dating her?
A. I believe so.
Q. For how long have they been dating?
A. Approximately a year.
Q. When was it that you first learned of Mary's existence?
A. Probably the spring of this

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year.
Q. Spring of 2014?
A. Yes, sir.
Q. And how did you learn about her?
A. Dr. Sherman told me about her.
Q. What did he tell you in the spring of 2014?
A. He said he met a lady that he really likes that he's starting to date.
Q. Did he tell you in the spring of 2014 for how long he had known her?
A. I believe he mentioned it was three or four months.
Q. Did he tell you how he had met her?
A. No, sir.
Q. Are you familiar with a company called GHT Wellness Center?
A. No.
Q. Are you familiar with Mr. Sherman investing in a company in

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Florida called GHT Wellness Center?
A. I know that Dr. Sherman invested in a company in Florida, but I don't know the name of it.
Q. How is it you became aware of that investment?
A. He told me that he did.
Q. When did he tell you that?
A. Probably five months ago, four or five months ago.
Q. And specifically what did he tell you about that investment?
A. He said that he had invested approximately $50,000 in a wellness center in Florida.
Q. Did he tell you why he had chosen to do that?
A. Two reasons. One is that I believe the center is owned by Mary. And number 2, he thought that it was a good investment to make.
Q. Did he ever tell you how he met Mary?
A. No, sir.
Q. Did you indicate that you

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met her about a month ago?
A. Yes.
Q. Where did you meet her?
A. At Dr. Sherman's residence in Beachwood.
Q. What is the address of his residence in Beachwood?
A. I don't know.
Q. Can you tell me a street name?
A. It's in Hampton Apartments.
Q. Have you been to that property before?
A. Yes, sir.
Q. Is that the same residence he's had for a while?
A. Yes.
Q. For how long has he had that residence?
A. I believe it's from -- it was in October or November of 2013.
Q. Mr. Surso, would it be a fair understanding that somewhere, whether it's in your phone or at home written down in an address book, that

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you have Mr. Sherman's address written down or recorded in some fashion?
A. No, I don't.
Q. How do you know how to get there?
A. Because I know the building. I know where it's at.
Q. The first time you went there, how did you know where to go?
A. He told me what building it was and what apartment it was, and I went there.
Q. Okay. Did he give you the address?
A. No.
Q. Then how did you find it?
A. Because I'm familiar with the area.
Q. Describe the building -- to the best you recall, what's the building number and the apartment number?
A. I don't know the building number. It may be building 1. It's apartment 704. And you come in the entrance, it's the first building on the

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left.
Q. How often do you visit Mr. Sherman's home?
A. As I said earlier, once a week or twice a week.
Q. Other than Mary and Ms. Juliani, have you ever witnessed Mr. Sherman socializing with any other women?
A. No, sir.
Q. Have you ever known Mr. Sherman to buy gifts for Mary?
A. I know that he has given her money for living expenses. I don't know about gifts in particular.
Q. And how do you know that he's given her money for living expenses?
A. He told me that.
Q. And how much money is he giving her for living expenses?
A. I don't know on an ongoing basis, if that's still going on. But he said about $50,000 over the course of 2014.

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Q. Who does Sanford live with at the address in Beachwood?
A. No one else but himself.
Q. When is last time somebody lived there with him?
A. I'm not aware that anybody has lived with him there.
Q. Josh has never spent the night there or lived with him?
A. I don't know.
Q. It's possible?
A. He's possibly spent the night. But Josh has his own apartment. I don't consider him living there, if he spends the night.
Q. Is Mary living there with him now?
A. No.
Q. Where is Mary?
A. In Florida.
Q. Is Mary living in Sanford's condo in Florida?
A. Yes, she is.
Q. For how long has that been the case?

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A. I don't know. Several months, but I don't know specifically how many.
Q. How long after Aliza's death did Sanford meet Mary to your knowledge?
A. Approximately a year and-a-half.
Q. Well, that doesn't -- the math in my mind doesn't add up on that. So let's revisit that issue.
So we know that Aliza was killed on March 24th of 2013?
A. Right.
I revise it then to probably nine months.
Q. Okay. So your understanding is it would have been in December of 2013 that Sanford met Mary for the first time?
A. That's a rough estimate of when I think it was, yes.
Q. Okay. Has Sanford ever told you expressly when he met her and how?
A. No.
Q. You don't know where they

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met?
A. No.
Q. Do you recall when it was that the investment was made in the wellness center?
A. No, I don't know the specific dates.
Q. Has that been recent?
A. It's been in 2014. That's all I know.
Q. Do you recall if it was the first half or second half of 2014?
A. I believe it was the first half.
Q. As it relates to Ms. Juliani, did you witness Mr. Sherman buy any gifts for Ms. Juliani or did you become aware that he had bought any gifts for Ms. Juliani?
A. No.
Q. Did Mr. Sherman ever explain to you how his friendship with Ms. Juliani came to an end or why?
A. Not specifically.
Q. Tell me what you know?

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A. I just know that they were friends in Florida, and we had this visit. And his friendship after that, and he just decided that it's not who he wanted as a friend.
Q. Why?
A. I think he thought she was gold digging looking for money.
Q. Did you understand them to have a sexual relationship?
MR. GREEN: Objection.
A. Not to my knowledge.
Q. Did Mr. Sherman ever say anything to you that you interpreted as an indication that they had had sexual interaction?
MR. GREEN: Objection.
A. No.
Q. Did Aliza know about Ms. Juliani's friendship with her husband?
A. I don't know.
Q. What's your best guess?
A. I don't know.
MR. GREEN: Objection.
Q. You have no idea?

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A. I have no idea.
Q. Did you ever tell her about it?
A. No, sir.
Q. Why not?
A. I hardly ever saw Aliza Sherman.
Q. Do you believe it to be appropriate for a married man to travel out of state and spend time with a female friend in her home without his wife knowing about it? Do you think that's appropriate?
A. For me, no. For somebody else, if that's what they choose, yes.
Q. Did you consider Aliza Sherman a friend?
A. Yes.
Q. And knowing that this had occurred, you made the decision not to tell Aliza about it, correct?
A. That's correct.
Q. Because you had been friends with Sanford Sherman since the 70s, and you didn't want to betray his trust,

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correct?
A. Yes.
Q. Because you knew, you knew, Mr. Surso, you knew what he was doing in New York was wrong, right?
MR. GREEN: Objection.
Q. Right?
A. For me, yes.
Q. Yes. Did you know Mr. Sherman to ever visit gentlemen's clubs?
A. Yes.
Q. How frequently did Mr. Sherman visit gentlemen's clubs?
A. In my presence?
Q. Yes.
A. Since 2009 probably 10 or 12 times.
Q. Were there other times where you were not present that you were aware of him visiting gentlemen's clubs?
A. No.
Q. He never told you that he went to a gentlemen's club when you were not present?
A. No.

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Q. These 10 or 12 times since 2009 that you went, was anyone else present with you?
A. On occasion Les was there.
Q. Was Les always there or was that rare that he would be present?
A. Rare.
Q. Which establishments since 2009 would you and Mr. Sherman visit?
A. Christie's in the Flats of Cleveland, the Hustler Club in the Flats of Cleveland.
Q. Any other establishments?
A. The Crazy Horse on Miles Road. I don't know which town it's in.
Q. Where else?
A. That's all I could think of.
Q. Prior to 2009 on how many occasions did you visit a gentlemen's club with Mr. Sherman?
A. Probably one or two times.
Q. Ever?
A. Yes.
Q. Where did you go on those one or two occasions?

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A. I don't remember the name of it. It was in Cleveland when we were in college.
Q. So in your adulthood, your testimony is that prior to 2009 you really didn't go to gentlemen's clubs with Mr. Sherman?
A. That's correct.
Q. But starting in 2009 is when you started going?
A. Yes.
Q. What --
MR. GREEN: Can we just take a quick break?
THE VIDEOGRAPHER: We're off the record. (Recess had.)
THE VIDEOGRAPHER: Back on the record at 10:51.
Q. Mr. Surso, we just took a brief break. Are you comfortable continuing at this time?
A. Yes, sir.
Q. We were speaking about visits to gentlemen's clubs. And I want to talk about that time frame of 2009

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forward when you and Mr. Sherman began to visit those establishments.
Was there something that occurred in 2009 that led to you and he starting to do this on multiple occasions?
A. Probably my availability. And then I moved back to Ohio in late 2009.
Q. Did you understand Mr. Sherman to have been to these establishments before without you?
A. Yes.
Q. Okay. When you would visit these establishments with Mr. Sherman, who would pay for you and he to enter the club?
A. He would pay sometimes. I would pay sometimes.
Q. And when you and he would visit these clubs, would you consume alcohol?
A. Yes.
Q. Would he consume alcohol?
A. Yes.
Q. Did he have a drink of

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choice?
A. Not that I'm aware of.
Q. Would you and he eat food when you would go to these establishments?
A. Occasionally, yes.
Q. Would you and he purchase dances from the dancers when you would go to these establishments?
A. No.
Q. Is it your testimony that you personally never received a dance from a dancer at a gentlemen's club when you were present with Mr. Sherman?
A. Yes.
Q. Is it your testimony that Mr. Sherman never purchased a dance from a dancer at a gentlemen's club in the 10 to 12 times you visited with him?
A. Yes.
Q. How would you spend your time at these gentlemen clubs then?
A. Drinking, watching the dancers, sitting and talking with dancers.

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Q. Did anybody ever tip the dancers for their time in talking to you?
A. Yes.
Q. Okay. Who would tip the dancers?
A. Both of us.
Q. And what was a typical tip for a dancer?
A. $5.
Q. Okay. Did Mr. Sherman ever -- let me back up.
When you would enter these clubs, where would you and Mr. Sherman sit?
A. Usually at a table.
Q. And was there ever a time when you and Mr. Sherman went to a different area of the club that required money to be paid to enter?
A. No, sir.
Q. Did you ever -- you or Dr. Sherman ever go to a different part of the club in order to privately receive a dance from a dancer?
A. No, sir.

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Q. So your testimony under oath is that in these 10 to 12 times that you visited a gentlemen's club with Dr. Sherman, neither he nor you ever received a lap dance or a dance from a dancer?
A. That's correct.
Q. Do you find that unusual?
A. No.
Q. When the bill for drinks or for food would come, and Mr. Sherman would pay for that, how would he pay for that, cash, credit card, either, both?
A. Cash.
Q. Was it always cash?
A. To my recollection, yes.
Q. Did you find that unusual?
A. No.
Q. Did you understand that Aliza Sherman knew that Sanford Sherman was going to gentlemen's clubs?
A. No, I did not know that.
Q. Did you ever tell her that he was?

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A. No.
Q. You had known Aliza Sherman for how long before her death?
A. Probably 30 years.
Q. Do you believe that Aliza Sherman would have liked the fact that Sanford was going to gentlemen's clubs?
A. Probably not.
Q. And you decided that you weren't going to tell her about this, correct?
A. Yes.
Q. And you did that because you had been friends with Sanford for decades, and you didn't want to break his confidence, correct?
A. Correct.
Q. Did Sanford Sherman ever have -- let me start over.
Other than Mary and other than Ms. Juliani, so I'm not talking about what may have happened with those two women, did you ever know Sanford Sherman to have an extramarital affair?
A. No.

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Q. Did you ever suspect Sanford Sherman to have had an inappropriate relationship with a woman?
A. No.
Q. Who were -- other than Ms. Juliani, who were Sanford's closest female friends?
A. I don't know of any others.
Q. At the time of Aliza's death, did Sanford have any female friends?
A. Not that I'm aware of.
Q. Has Sanford ever mentioned any other female friends to you other than Ms. Juliani and Mary?
A. No, sir.
Q. And you've never met any other female acquaintances or friends of Sanford Sherman other than those two individuals?
A. That is correct, I have not met anyone else.
Q. And you've never heard of any other friends, is that correct?
A. That's correct.

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Q. Let's back up for a moment and talk a little bit about your background, because we got off on some other issues.
Have you ever gone by any other name?
A. No, sir.
Q. What's your date of birth?
A. April 16th, 1957.
Q. Have you ever served in the military?
A. No, sir.
Q. Have you ever been arrested or taken into custody by any law enforcement agency for any reason?
A. No, sir.
Q. What's your current address?
A. 1957 Connect Road, Norton, Ohio, 44203.
Q. Do you own or rent that property?
A. I rent.
Q. For how long have you been at that property?
A. Four years.

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Q. Do you live there with anyone?
A. Yes.
Q. Who?
A. My roommate Edward Vince Stokes who owns the house. And we have an additional roommate, William Lippert, L I P P E R T.
Q. Prior to living at that address, where did you live?
A. I was at my brother's in Medina, John Surso, from approximately May of 2010 until October of 2010.
Q. Where did you live before that?
A. Killen, Alabama, K I L L E N.
Q. And for how long did you live in Killen?
A. Approximately six years.
Q. Was that at one residence or more than one residence?
A. One residence.
Q. Was that a home that you owned or that you rented?

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A. Rented.
Q. Do you recall the address?
A. 643 County Road 71, Killen, Alabama.
Q. So that takes us back to 2004, correct?
A. Yes.
Q. Where did you live prior to that address in Killen, Alabama?
A. Scottsboro, Alabama.
Q. For how long did you live in Scottsboro?
A. Approximately seven years.
Q. Was it at one residence or more than one residence?
A. Two.
Q. Share with me the addresses of those and in which order that would have been?
A. From 19 -- from 1996, I believe -- let's see. I'm trying to remember. It's been a long time.
From 95 to 97 I lived on -- at 103 Winniford. I think it was W I N N I F O R D. Scottsboro, Alabama. And

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from 1997 to 2004 I lived on 2912 South Broad Street. I don't remember the apartment number. I think it was B2.

Q. Did anybody live with you when you lived in Killen, Alabama?

A. My daughter.

Q. And did anybody live with you when you lived in Scottsboro?

A. My ex-wife when I lived on Winniford. And when I was on the apartment --

MR. MARX: Hey, guys.

MR. WINTER: Yeah.

MR. MARX: I'm pulling into the garage.

MR. WINTER: All right. We'll go ahead and finish this response. And then we'll suspend until you get here. Okay?

MR. MARX: Yes, that's fine. Thank you.

Q. Mr. Surso, could you please complete your last response?

A. And on South Broad Street in the apartment I was by myself.

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Q. Okay.

MR. WINTER: All right. We'll go ahead and go off the record for a few minutes while you get here, Jim.

MR. MARX: All right. Thanks.

THE VIDEOGRAPHER: We're off the record at 11:02. (Recess had.)

THE VIDEOGRAPHER: One moment. Back on the record, 11:23.

Q. Mr. Surso, we were speaking of your residences in Scottsboro, Alabama. And you had just indicated the dates that you lived down there. And that for a portion of that time you lived with your now ex-wife. Were you married at the time that she lived with you in Scottsboro?

A. Yes.

Q. What is her name?

A. Joan McLaughlin, M C, capital L A U G H L I N.

Q. Do you know where Ms. McLaughlin now lives?

A. Venice, Florida.

Q. Do you happen to know the street that she lives on?

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A. Lake of the Woods Drive.

Q. Do you know the house number?

A. 430 Lake of the Woods Drive.

Q. Do you still have contact with her?

A. Yes.

Q. How regularly?

A. Pretty infrequently now.

Q. During what years were you married to Ms. McLaughlin?

A. 1983 to 1997.

Q. Is that your only marriage?

A. Yes, sir.

Q. And you had how many children?

A. One.

Q. And that's a daughter?

A. Yes.

Q. And what does she do for a living?

A. She's a housewife.

Q. What was it that led to your divorce?

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A. I think I married the wrong woman, and I wasn't happy in my marriage.

Q. Why is it that you concluded that you married the wrong woman?

A. We had different values and different principles. And the way I was leading my life with her is not what I wanted in life.

Q. How were your values and principles different?

A. She's extremely materialistic, and I'm not.

Q. Is there any other way that your values and principles were inconsistent?

A. She had very little regard for my family. It was not very important to her in her life.

Q. Any other ways that your values and principles were inconsistent?

A. Those are the two major reasons.

Q. In what way was she materialistic?

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A. She wanted big houses, nice cars, lots of jewelry.
Q. And -- I'm sorry. Go ahead.
A. And loved to go out and spend money.
Q. Did she work?
A. Not when we were married.
Q. You indicated that the way you were leading your life when you were married to Ms. McLaughlin was not the way that you wanted to do it. What did you mean by that?
A. Like I said, I'm very -- I'm not materialistic at all. My goals were to help people and live a pretty simple life.
Q. Okay. And so the only reason that a divorce occurred was that there was this inconsistency in the values and principles that you and Ms. McLaughlin had, is that correct?
A. Yes.
Q. Who filed for divorce?
A. I did.
Q. And where was that divorce

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venued?
A. Jackson County, Alabama.
Q. And you were deposed in that case, correct?
A. Yes, sir.
Q. Was she?
A. Yes.
Q. Coming back to your addresses. Prior to living in Scottsboro, where did you reside?
A. Baton Rouge, Louisiana.
Q. For how long were you in Baton Rouge?
A. From 1989 to 1995.
Q. 1989 to 1995?
A. Yes, sir.
Q. And was that at one residence or more than one?
A. There were two residences.
Q. Tell me the addresses?
A. I don't remember.
Q. Can you give me streets?
A. No, I can't remember that.
Q. Okay. Did you live alone or with somebody in Baton Rouge?

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A. My ex-wife and my daughter.
Q. Prior to 1989 where did you reside?
A. Akron, Ohio.
Q. Was that during your residency?
A. No. The two years from 1987 to 1989 I was in practice at Barberton Citizens Hospital.
Q. And where did you live for those two years?
A. Somerset Road, I believe it was 282, in Akron, Ohio.
Q. Did you live alone or with somebody?
A. My ex-wife. And my daughter was born in 1989 about two months before we left for Baton Rouge.
Q. Okay. Prior to living on Somerset in Akron, where did you live?
A. Georgetown Square Apartments in Akron, Ohio. I think the street name was Menlo Park, but I don't remember the address.
Q. Did you live there alone?

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A. No. I lived there with my ex-wife.
Q. For how long did you live at that location?
A. Four years.
Q. So that would be 83 through 87?
A. Yes, sir.
Q. And before 83 where did you live?
A. Timberland Apartments in Akron, Ohio.
Q. Is that in the valley?
A. Yes, sir.
Q. For how long did you live there?
A. One year.
Q. Did you live with anybody?
A. No. I lived by myself.
Q. Prior to 82 where did you live?
A. Cincinnati, Ohio.
Q. Is that when you were in school?
A. Yes, sir.

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Q. And you were there for how many years?
A. Four years.
Q. And then prior to that where did you live?
A. 19510 Gladstone Road. 19510 Gladstone Road, Warrensville Heights, Ohio.
Q. And is that when you were in college?
A. Yes, sir.
Q. And Mr. Sherman never lived with you, is that correct?
A. That is correct.
Q. In terms of your educational background, you've mentioned briefly, and I want to explore that, you attended college at Case Western Reserve University, is that correct?
A. Yes.
Q. And you graduated from there?
A. Yes.
Q. In what year?
A. 1978.
Q. And what was your degree in?

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A. Bachelor of arts in biology and chemistry.
Q. Any other majors or minors?
A. No, sir.
Q. Upon graduation in 1978 from college, what did you do?
A. I went to medical school at the University of Cincinnati.
Q. Did you take any time off or did you go directly?
A. I went directly.
Q. And you were in Cincinnati for four years, is that correct?
A. That's correct.
Q. Did you ultimately complete your course of study at the University of Cincinnati?
A. Yes, sir.
Q. What degree was conferred upon you?
A. Medical doctor.
Q. Did you have any sort of specialization?
A. Not at that point.
Q. Upon graduation from medical

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school, did you -- what did you do?
A. General surgery residency, Akron City Hospital, which is now Summa Health Systems.
Q. For how long did that take? For how long were you in that capacity?
A. 1982 to 1987.
Q. Up until this point in time, 1987, had you sat for any sort of certification or board exams?
A. National board of medical examiners for my state license, yes.
Q. Okay. When was that?
A. It would have been in either 1982, 1983, right after I finished medical school.
Q. And that was in the State of Ohio at that time?
A. Yes.
Q. So as of 82 or 83 you were licensed to practice medicine in the State of Ohio?
A. Yes.
Q. At that time were you licensed to practice anywhere else?

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A. No.
Q. In 1987 you ended up leaving that position at Akron City, is that correct?
A. Yes.
Q. Why did you leave that position?
A. Completed my residency.
Q. Where did you go?
A. In private practice in Barberton, Ohio.
Q. What did you complete your residency in?
A. General surgery.
Q. Okay. And did you affiliate or obtain privileges at any institutions when you went into private practice in Barberton?
A. Barberton Citizens Hospital and Wadsworth Rittman Hospital.
Q. For how long were you in private practice in Barberton?
A. Two years.
Q. That would take us through 1989, is that correct?

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A. Yes, sir.
Q. In 1989 what did you do?
A. Moved to Baton Rouge, Louisiana.
Q. Why?
A. Wanted to move south. Found a job opportunity in Baton Rouge, Louisiana and accepted the position.
Q. At the time that you elected to move to Baton Rouge, were your privileges to practice medicine in the State of Ohio still intact?
A. Yes, sir.
Q. When you moved to Baton Rouge to practice, did you have to sit for any sort of certification or examination in order to do that?
A. No. I received my license by reciprocity.
Q. Share with me the first position that you had in Baton Rouge. What was that?
A. I was an employee of another surgeon at the Louisiana Surgical Center.

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Q. Who was that physician?
A. Vincent Russo.
Q. For how long were you in his employ?
A. Approximately three years.
Q. So that would take us to 1992, is that correct?
A. Yes.
Q. And you were doing general surgery?
A. General and vascular surgery, yes.
Q. In 1992 what did you do?
A. I left Dr. Russo and joined a family medicine group in Gonzales, Louisiana.
Q. Why did you do that?
A. I had a disagreement and falling out with Dr. Russo. And I was planning to leave Baton Rouge. And the family practice group approached me and asked if I would stay, and they would continue to provide me with patients for my practice.
Q. What was the nature of your

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falling out with Dr. Russo?
A. He had some relationship with another physician that had some drug issues that caused us to lose our referral base.
Q. So there was a different physician outside of the practice who had a drug issue?
A. Yes, sir.
Q. Who was that doctor?
A. Kathryn Frey.
Q. And do I understand your testimony correctly that Dr. Frey's drug issues created a problem for Dr. Russo's office?
A. Yes, sir.
Q. And the nature of that problem was precisely what?
A. Loss of referrals.
Q. From whom?
A. Primarily the family practice group that I ended up joining.
Q. What were the drug issues that Dr. Frey had?
A. I think cocaine was the

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major issue.
Q. She had an addiction to cocaine?
A. Yes, sir.
Q. Your departure from Dr. Russo's office, that was voluntary on your part?
A. Yes.
Q. You were not terminated or asked to leave?
A. That's correct.
Q. For how long were you with the practice in Gonzales, Louisiana?
A. Until I moved to Alabama in 1995.
Q. So about three years?
A. Yes.
Q. And you were practicing in the same area, vascular and general surgery?
A. Yes, sir.
Q. Why is it that you ultimately decided to leave Gonzales, Louisiana?
A. I was by myself. I was on

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call 24 hours a day, seven days a week. In two and-a-half to three years, I took one week of vacation and one weekend off.

I asked for help to get another partner, and that was not forthcoming. And physically I could not sustain that type of lifestyle any longer. I had privileges at five different hospitals. And I was working 110, 120 hours a week.

Q. Your first residence in Alabama was in Scottsboro, is that correct?

A. Yes, sir.

Q. And where were you working at that time?

A. Jackson County Hospital.

Q. What were you doing?

A. General surgery.

Q. Were you also admitted to practice in Alabama pursuant to reciprocity?

A. Yes, sir.

Q. For how long did you hold

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that position?

A. Until 2000.

Q. What did you do then?

A. I left general surgery, and I started a varicose vein clinic in Madison, Alabama.

Q. Why did you leave surgery?

A. I was burned out. I couldn't do it anymore.

Q. It was a voluntary decision on your part to leave surgery at that time?

A. Yes.

Q. You were not asked to leave or terminated?

A. That is correct.

Q. What was the name of this surgery clinic that you started?

A. The Alabama Vein Center.

Q. Did you have any business partners or was it solely your company?

A. Solely mine.

Q. For how long did you operate that business?

A. Approximately two years, two

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and-a-half years.

Q. During that two to two and-a-half years, did you also practice medicine in any other capacity?

A. No, sir.

Q. All of your medical endeavors were through the vein clinic?

A. Yes, sir.

Q. That would take us through 2002 or 2003, correct?

A. Yes.

Q. What occurred that led to you concluding your activities with the vein center?

A. I lost my shirt financially.

Q. Okay. And when that occurred, what did you do?

A. I found employment at a weight loss clinic.

Q. Doing what?

A. Treating people with obesity.

Q. As a physician?

A. Yes, sir.

Q. For how long did you do that?

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A. Until 2009.

Q. What was the name of the weight loss clinic?

A. First it was Cumberland Center, C U M B E R L A N D. And then I spun off an additional clinic from theirs that was Crossroads Weight Loss Clinic.

Q. Was it more financially rewarding?

A. Yes.

Q. What year were you divorced in again?

A. 1997.

Q. Okay. What led to you departing the weight loss clinic in 2009?

A. I received a reprimand from the State of Alabama for prescribing controlled substances.

Q. Share with me the details of that reprimand? What did they conclude that you did?

A. That I had mis-prescribed or not documented proper documentation for

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six patients for the use of narcotic pain medicine.
Q. Did you go through a hearing process or an investigative process by the state board?
A. Both.
Q. Did that -- did that process conclude with you entering into a voluntary agreement or did they simply hand out a decision?
A. Voluntary agreement.
Q. And share with me the terms of that voluntary agreement?
A. I had to pay a $35,000 fine, take a course in medical records keeping. And I would maintain my license, but not -- my controlled substance license would be revoked.
Q. What is your explanation for what occurred?
A. In what regard?
Q. What was it that led to these instances? Is there an explanation or version of what happened that you have that's different from what

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the state concluded?
A. No. I think it was an appropriate action on their part.
Q. In 2009 when that occurred, what did you do then?
A. I tried to find work in other areas. And I was unsuccessful.
I lived with family and friends and slept on couches for approximately -- it was almost 15 months until I moved back to Ohio in May of 2010.
Q. Did Mr. Sherman know of the difficulties you were having during those 15 months?
A. Yes.
Q. Did Mr. Sherman provide any sort of financial assistance to you?
A. Yes, he did.
Q. In what way?
A. He gave me money to live on.
Q. How much -- how much money did he give you, and when did he give that to you?
A. From 2009 to 2014 approximately $20,000.

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Q. Is 2009 the first time that Mr. Sherman ever provided you with money?
A. Yes, sir.
Q. When is the last time that Mr. Sherman provided you with money?
A. January of 2014.
Q. And how much did he give you at that time?
A. $1,000.
Q. Can you share with me to the best that you're able the schedule of funds that Mr. Sherman has given you since 2009? In other words, if there was a particular amount at a particular time and then after that?
A. I can't be more specific, other than on occasions it would be 1,000 or $2,000. Sometimes it would be $200 in cash. Sometimes it would be 4 or $500 in cash.
Q. Was it always cash or did he ever provide you with a check?
A. No. I had -- he provided me with checks probably five times.

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Q. Do you recall what banks those checks were drawn on?
A. The only one -- the only one I remember is the last one in January, I believe it was Huntington Bank.
Q. Have these been loans or gifts?
A. I consider them loans and that I will pay him back when I'm able.
Q. Has Mr. Sherman ever told you that he expects to be paid back?
A. No, he has not.
Q. Is there any sort of document that exists that demonstrates the schedule of funds that he has given to you?
A. No, sir.
Q. Did Aliza Sherman know that Mr. Sherman was giving you money?
A. I don't know.
Q. Did you ever discuss it with her?
A. No, I did not.
Q. Do you have any reason to believe that she knows -- she knew?

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A. No, I do not.
Q. Did you understand Mr. Sherman to lend money to other individuals at any point during your decades long friendship?
A. Yes.
Q. To whom did Mr. Sherman loan money?
A. One of his brother-in-laws, one of Aliza's brothers.
Q. Would that be the Czinns?
A. Yes, sir.
Q. If I'm to represent to you that their names are Harry and Ed, do you know which one it would be?
A. Harry sounds most familiar.
Q. How much money did Mr. Sherman loan to Mr. Czinn?
A. I have no idea.
Q. Are there any other individuals to whom you know Mr. Sherman to have lent money?
A. As I mentioned early, Mary, the investment in her business and the expenses that I've mentioned earlier.

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Q. You understood -- aside from loans or funds that may be considered to be due in return, did Mr. Sherman ever give money to individuals to your knowledge?
A. He said that he helped his brother out on occasion, as well.
Q. That would be Steve?
A. Yes, sir.
Q. And what do you understand to be the nature of the assistance that he provided to Steve?
A. I don't know any dollar values. I just know he said Steve had had difficulty, and he lended him money.
Q. Do you have any reason to believe that Aliza Sherman knew that Sanford was giving money to his brother?
A. I don't know that.
Q. When -- when did you understand Sanford to have given money to his brother?
A. I don't know the time frames.
Q. Okay.

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MR. WINTER: Let's take a brief break.
THE VIDEOGRAPHER: Off the record. (Recess had.)
THE VIDEOGRAPHER: Back on the record.
Q. Given that Mr. Sherman has lent you these funds, what have you done in return for him?
A. Just be his friend. If I needed help, he helped me out.
Q. Have you ever been asked to hold anything for Mr. Sherman?
A. No, sir.
Q. Are you holding anything for Mr. Sherman?
A. No, sir.
Q. When you moved back to Ohio, you moved back when?
A. May of 2010.
Q. Did you begin working when you moved back?
A. I began working in my current job on July 26th, 2010.
Q. What did you do for money

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between May and July of 2010?
A. I lived with my brother, and my brother provided for me.
Q. Did Mr. Sherman provide for you during that time at all?
A. No.
Q. What position did you start on July 26th of 10?
A. Surgical assistant at Akron General Medical Center.
Q. Are you still employed there?
A. Yes, sir.
Q. Are you in the same position as you were in July of 2010?
A. Yes.
Q. Do I understand your earlier testimony correctly that you currently hold a valid license to practice medicine in the State of Ohio?
A. No, I do not.
Q. When did you stop holding a license to practice medicine in the State of Ohio?
A. I don't think I renewed it when I was living in Baton Rouge. But

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I can't be specific on what year it was. I don't remember.
Q. You let it lapse when you were in Louisiana?
A. Yes, sir.
Q. Do you have currently a valid license to practice medicine in any state?
A. No, sir.
Q. When is the last time you had a valid license to practice medicine in any state?
A. February 2009.
Q. Am I correct that the only states that you've ever held a license to practice medicine in are Ohio, Alabama and Louisiana?
A. That's correct.
Q. When did you cease to be licensed in the State of Alabama?
A. At the end of February 2009.
Q. And when did you cease to be licensed in the State of Louisiana?
A. Again I don't know the specific year. It was after I moved to

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Alabama, I did not renew my license in Louisiana.
Q. Okay. Did you surrender your license in Alabama?
A. Yes.
Q. Why?
A. Because I couldn't afford to pay the fine, because I don't have the money.
Q. And that was the $35,000 fine?
A. Yes, sir.
Q. Are there any circumstances under which you would be able to regain your license to practice medicine?
A. I'm not aware. I don't know if I could or not.
Q. You have no intention to do that?
A. That's correct.
Q. What is your current annual salary or wage?
A. Approximately $72,000 gross.
Q. And when you were practicing medicine in Alabama, can you give me an

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idea as to what you would generally make each year?
A. Approximately $150,000 a year.
Q. Have you held any other paid employment since returning to Ohio in 2010, other than your current position at Akron General?
A. No, sir.
Q. Do you currently hold any certifications as it relates to your job?
A. No, sir.
Q. Have you ever been party to a lawsuit, either sued somebody or had somebody sue you?
A. Divorce and medical malpractice.
Q. Have you personally been sued for medical malpractice?
A. Yes, sir.
Q. On how many occasions?
A. Five or six.
Q. Where did those lawsuits occur?

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A. One was in Alabama. And the remainder were in Louisiana.
Q. Did any of those go to trial?
A. No, sir.
Q. Were they all settled?
A. They were dismissed.
Q. Okay. Was there ever a payment of money in exchange for a dismissal?
A. No, sir.
Q. So the insurance carrier never paid on any of those claims?
A. That is correct.
Q. What counties would those lawsuits have been filed in in Alabama and Louisiana?
A. Jackson County, Alabama. Baton Rouge is in -- I can't remember what parish it's in.
Q. Whatever parish Baton Rouge is in?
A. Yes, sir.
Q. Any other parishes or counties?

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A. Possibly Ascension Parish where Gonzales, Louisiana was located.
Q. Any others?
A. No, sir.
Q. Have you ever testified in court?
A. No, sir.
Q. What's your current height and weight?
A. 5' 10", 265 pounds.
Q. Do you have any physical limitations?
A. No, sir.
Q. Share with me the nature of your contact with Sanford Sherman once you moved back to Ohio in May of 2010?
A. It's pretty much what it is right now. We talk or text each other every day. We see each other probably once or twice a week for dinner. Go walking in the mall. Go walking on the beach in the summer at Mentor Headlands. Just spend time together.
Q. When you would go walking on the beach at Mentor Headlands, is that a

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place that you would go regularly?
A. In the summertime, yeah, every few weeks probably.
Q. How far is that from Sanford Sherman's home prior to Aliza's death?
A. Probably about 40, 45 minutes.
Q. When you would walk with Mr. Sherman on the beach, would anybody else go with you sometimes?
A. No.
Q. Just the two of you?
A. Just the two of us.
Q. Did you ever have an opportunity to go to a casino or a racetrack or go gambling in any way with Mr. Sherman?
A. Yes.
Q. On how many occasions?
A. I've been to the Horseshoe Casino with him probably five or six times.
Q. When did that occur?
A. Since it opened. I don't know what year that was.

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Q. Was that after Aliza's death?
A. Yes.
Q. When you would go to the Horseshoe Casino those five or six times, would anyone be with you?
A. One time my girlfriend was with us.
Q. And her name again is what?
A. Patricia Roberts.
Q. How long have you been dating Ms. Roberts?
A. Three or four months.
Q. What particular games would you and Mr. Sherman play when you would go to the casino?
A. I played video poker and video slot machines.
Q. And what about Mr. Sherman?
A. He played table games, black jack, baccarat.
Q. Do you recall him winning or losing when you were there?
A. I don't know.
Q. Would he have cash on him when he would go to the casino?

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A. Yes.
Q. Would he have rolls of cash on him?
A. Not that I ever saw.
Q. Do you recall him ever losing a large amount of money when you went with him to the Horseshoe?
A. Not to my knowledge.
Q. Did he ever tell you he lost a lot?
A. No.
Q. Where else would you have occasion to gamble with Mr. Sherman?
A. I've been to the ThistleDown Racetrack with him probably three or four times.
Q. Is that before or after Aliza's death?
A. Before and after.
Q. And he would bet on the races?
A. Yes.
Q. Did you have any understanding as to the amount of money he would bet on the races at

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ThistleDown?
A. No.
Q. Where else would you go gambling with Mr. Sherman?
A. That's all that I could think of.
Q. Have you ever traveled -- let me ask the question differently.
Have you ever had occasion to gamble or see Mr. Sherman gamble anywhere else other than in the Cleveland area?
A. No.
Q. Did you know Mr. Sherman to maintain his receipts from gambling losses, so those could be claimed on tax returns?
A. I have no knowledge of that.
Q. When you traveled to Pennsylvania with Mr. Sherman following the commencement of the divorce action, that was in order to strategize among he and his brother and you as to how to handle the divorce, correct?
A. No. I think it was more of

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a comfort situation that he wanted to be with his brother.
Q. You didn't discuss particular options he had at his disposal as to how to respond to that?
A. No.
Q. You didn't discuss whether he'd be hiring counsel, whether he would be taking certain actions in response to the divorce papers?
A. No. I did not discuss that with him.
Q. Do you know him to have discussed those issues with his brother during that trip?
A. I don't know that.
Q. There was absolutely no discussion in that trip to Pennsylvania as to how he would be responding to that divorce?
A. No.
Q. Did you understand Mr. Sherman to engage in day trading?
A. Yes.
Q. You understand the term day

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trading?
A. Yes.
Q. What do you mean by that? What is day trading?
A. Stocks, futures or commodities that are -- positions are opened. And by the end of the close of the day they're closed.
Q. When did you understand Mr. Sherman to begin day trading?
A. My best recollection would probably be around 2000 to 2002, somewhere in that time frame.
Q. And you would discuss with Mr. Sherman, because you were close friends, how he was doing in the market, correct?
A. I never knew the specifics of his trades or his monetary wins or losses.
Q. But you would understand whether he was doing well, whether he was doing poorly, correct?
A. Yeah.
Q. Okay. And share with me

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what he told you starting in 2000 and moving forward throughout that decade as to how he was doing?
A. Well, I think we all suffered a substantial drawdown in the calamity of 2008.
Q. Tell me what you remember Sanford Sherman telling you about the effect that the market crash had on him in 2008?
A. I don't have specific dollar amounts. I can tell you that it affected that -- what moneys he had to live on.
Q. And tell me what he said to you in that regard?
A. Just that the -- there was a significant drawdown in his account. But I don't know what that meant or how much it was, because I never discussed specific amounts with him.
Q. When he would discuss with you the effect of the market crash in 08, did he appear to you to be upset by it?

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A. Yes.
Q. Did it appear to be a significant loss that he was talking about?
A. I would suspect.
Q. Okay.
A. But I have no idea how much.
Q. Okay. And understanding you may not know the precise amount, tell -- tell me what it is about how he told you or his demeanor or his appearance that led you to conclude that he was upset about the loss and that it had been a significant loss?
A. Just in his tone of voice and what he had to say when things were falling apart in the markets.
Q. Was he angry?
A. I think he was distraught.
Q. Did he cry?
A. Not to my knowledge.
Q. Did he raise his voice when he would talk about this issue?
A. No.
Q. Did Sanford Sherman raise his

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voice from time to time or did he have a pretty calm intonation?
A. Calm intonation.
Q. Did you ever know him to raise his voice?
A. No.
Q. You never heard him raise his voice at all?
A. Never.
Q. Did he discuss with you any actions he may take when the market crashed in 2008 to try to mitigate the losses or to make change so that he would be able to recover?
A. No.
Q. Did you offer him any sort of guidance or advice on what you thought he might consider doing to try to address the difficulties he was experiencing?
A. Yes.
Q. What did you tell him?
A. I told him that now is the time to stand down and not do anything in the markets, because of the current

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situation. This all has to shake out.
Q. And when you shared that opinion with him, how did he respond?
A. He said that he knew that I was right.
Q. Where did he have his money as far as you understood in terms of the types of accounts?
A. I have no idea what accounts he had.
Q. Understanding you may not know the precise accounts, in a general sense, where did you understand his money to be? Was it in cash? Was it in real estate? Was it in stocks?
A. I would presume it was with a brokerage in stocks in day trading.
Q. Did you know who his broker was?
A. No.
Q. Did you know if he had a financial advisor?
A. No, I do not.
Q. Did he ever share with you the name of anybody who handled his

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money for him?
A. No.
Q. Have you ever known him to utilize a financial planner?
A. Not to my knowledge.
Q. How important was money to Mr. Sherman?
A. I think it was important in the regard that he had retired, and he wanted to remain comfortable through his retirement years.
Q. Is Dr. Sherman disabled?
A. Legally?
Q. You're a physician. Does he have a disability?
A. Yes.
Q. Okay. What's your understanding of his disability?
A. He has severe heart disease and diabetes.
Q. Okay. Is Dr. Sherman in your estimation able to return to work if he needed to?
A. Not at the present.
Q. Why do you say that?

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A. Because his heart disease and diabetes are out of control and they need to be rectified.
Q. So you believe that even if he wanted to, he would not be able to go back and to work and earn income. In essence what he has now in terms of his retirement is the money he's going to have to support himself for his life, is that correct?
A. I think that's correct, yes.
Q. You would agree with me though that as you sit here you're not a licensed physician, correct?
A. That's correct.
Q. And as such you do not have the ability to offer a legal opinion concerning whether or not he's able to work or not?
A. That's correct.
Q. When Dr. Sherman traveled to New York, did you observe him having any difficulties getting around?
A. Not at that point, no.
Q. Have you ever known him to

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have difficulties getting around, walking?
A. Yes.
Q. And share with me your observations in terms of his difficulties getting around?
A. Over the last several months I've noticed he's gotten progressively shorter of breath. Like when we walk through the malls, he can't go as far as he did before.
This summer we didn't do as much of the beach walking that we've done in the past, because he physically -- it was very difficult for him to do that.
Q. Do you know a gentleman named Morris Dorfsman?
A. No, I do not know Morris Dorfsman.
Q. Or Dorfsman?
A. Dorfsman, no, I do not.
Q. You've never heard that name before?
A. No.
Q. Has Mr. Sherman ever shared

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with you that he has been named in the litigation by Morris Dorfsman?
A. I don't know the name of the person he was involved with in litigation.
Q. When you would be at the gentlemen's clubs with Sanford, were there particular dancers with whom he was familiar?
A. Not really.
Q. There were some though that he had seen before, it wasn't the first time, correct?
A. I believe so.
Q. Okay. And one of those dancers was a woman named Lindsay Rosen, correct?
A. I don't know who that is.
Q. You've never heard that name before?
A. No, sir.
Q. On at least one occasion Sanford was asked to leave the club, correct?
A. Not in my presence. I do

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not know that.
Q. But you know that occurred?
A. No, I do not.
Q. He's never told you that?
A. He's never told me that.
Q. Has anyone ever told you he was asked to leave the gentlemen's club?
A. No.
Q. You're aware that Morris Dorfsman filed a lawsuit against Sanford, wherein he alleged that Sanford had used his name in a strip club?
A. I was aware that he was in litigation for that, but I do not know the person's name.
Q. Tell me everything that you know about that litigation?
A. The only thing I know is that from what he told me it was dismissed.
Q. Okay. I'd like you to be more specific. Exactly what did Sanford Sherman tell you about that lawsuit?
A. He told me that it was not true. I don't know all the legal

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transactions that occurred. And he told me that it was dismissed.
Q. When he said it was not true, that leads me to believe that he discussed with you what the allegations were, correct?
A. Yes.
Q. And exactly what did he tell you were the allegations?
A. That he used somebody else's name at a strip club.
Q. Did he also share with you that there was an allegation that he had threatened to kill somebody?
A. No.
Q. Me asking you the question just now, that's the first time you've heard that?
A. That's correct.
Q. Did he share with you that he had threatened to kill somebody's parent?
A. No.
Q. That would be the first time you would hear that as me just asking

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you that question?
A. Yes.
Q. And he told you that it was dismissed, correct?
A. Yes.
Q. He didn't tell you that it was settled, that he had to pay money?
A. No.
Q. And if that were the case, that would be news to you, correct?
A. That's correct.
Q. Did you ever speak with any attorneys or detectives as it related to that particular case?
A. No, sir.
Q. Did Mr. Sherman ever seek your advice as it related to how to deal with that case?
A. No. I mean, just I told him just hire an attorney and fight the case. If it's not true, it's not true.
Q. So you had contact and discussions with him about it before he had hired an attorney, is that right?
A. I don't know. I don't know

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if he had retained an attorney at that point or not.
Q. Well, you just indicated to me that you had advised him to hire a lawyer?
A. Well, that's what I told him, that he should have a lawyer and just fight it. If it's not true, he should fight it.
Q. Did you understand him to be speaking with you about this instance immediately upon learning that he had been sued?
A. I have no idea.
Q. Did you understand him to have an attorney when you were talking to him about it?
A. I don't have any idea.
Q. How many times did you speak with him about that lawsuit?
A. Three or four times.
Q. And other than what you've shared with me, what else did he tell you about the case?
A. As I said, it's just that it

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wasn't true. That he was going to fight it. And that when it was dismissed, he told me it was dismissed.
Q. Did he ever show you a copy of the complaint that had been filed?
A. No, sir.
Q. Did you understand law enforcement to have been involved in that investigation?
A. No, sir.
Q. Do you know a gentleman named Dr. Mark Shoag?
A. No.
Q. Have you ever heard that name before?
A. No.
Q. Do you know a gentleman named Larry Shanker?
A. No.
Q. Have you ever met Larry Shanker?
A. Not that I'm aware of.
Q. Have you communicated with anybody in any way that you understand to be Larry Shanker?

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A. No.
Q. Sanford Sherman has never mentioned the name Larry Shanker to you?
A. No, sir.
Q. Do you know an individual named Danny Heglaw, H E G L A W?
A. No.
Q. Have you ever heard that name before?
A. The only Danny I've ever heard from Dr. Sherman was a friend that he had that was a police officer.
Q. So tell me what you know about that Danny?
A. I don't know anything about that Danny.
Q. He was friends with Sanford Sherman?
A. That's what I was told by Sanford, yes.
Q. You never met Danny though?
A. No, I did not.
Q. To your knowledge you never communicated with Danny?
A. No, I did not.

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Q. Other than knowing that he was friends with Sanford, what else did Mr. Sherman tell you about Danny?
A. Nothing.
Q. Did he share with you any activities that he would engage in with Danny?
A. No.
Q. Do you know Tibor Rosenberg?
A. Yes.
Q. How?
MR. GREEN: Objection. You asked him that early on already.
MR. WINTER: I may have. I'll withdraw that. I did. I'll withdraw that.
A. I've met him one time.
Q. Do you know Steve Green?
A. Yes.
Q. How do you know Steve?
A. Through Dr. Sherman.
Q. Steve is another very close, very good friend of Dr. Sherman's, correct?
A. Yes.

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Q. Are you and Steve good friends?
A. No.
Q. And so while you and Steve may both be friends with Dr. Sherman, it's not as if you and Steve have an independent friendship?
A. That's correct.
Q. When is the last time you had any contact with Steve Green?
A. It's been over a year.
Q. Would you have contact -- let me rephrase it.
Have you ever had any contact with Mr. Green, whether it's on the phone or in person, outside the presence of Sanford Sherman?
A. No.
Q. Do you know an individual named Greg Moore?
A. No.
Q. You've never heard that name before to your knowledge?
A. No.
Q. Who is Ed Weiskopf?

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A. I don't know.
Q. You don't know anyone named Ed Weiskopf?
A. No.
Q. You don't know that individual to be a close friend of Dr. Sherman's?
A. No.
Q. Do you know a friend of Mr. Sherman's who is a podiatrist?
A. No.
Q. What do you understand to be Sanford Sherman's activities in investing in real estate in Florida?
A. I have no knowledge of him -- of any real estate transactions.
Q. Has Sanford Sherman ever shared with you that he was thinking about or, in fact, had either sold or purchased any real estate in the State of Florida?
A. He had told me that he had looked at a property in Miami, but that he did not buy it. And that's the extent of my knowledge of his real

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estate transactions.
Q. Have you ever traveled to Florida with Sanford Sherman?
A. No, I have not.
Q. Have you ever been to the State of Florida?
A. Yes, sir.
Q. When was the last time you were in the State of Florida?
A. Probably 2008, 2009.
Q. And what was the purpose of that visit?
A. My daughter was living there with her mother. And I brought a vehicle from Alabama to Florida for her.
Q. Did you visit Sanford Sherman on that trip?
A. No, I did not.
Q. Have you ever been in the same room with Sanford Sherman in the State of Florida?
A. No.
Q. Have you ever traveled to the Cayman Islands?
A. No.

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Q. Have you ever known Sanford Sherman to travel to the Cayman Islands?
A. No.
Q. Have you ever known Sanford Sherman to travel out of the country within the last five years?
A. I believe he's taken Caribbean cruises, but I don't know the locations or the dates.
Q. Has he gone on a cruise within the last year?
A. Not to my knowledge.
Q. Within the last two years?
A. Not that I'm aware of.
Q. What is your best recollection as to the last time you were aware of him going on a cruise?
A. Several years ago with his children.
Q. Have you ever known Sanford Sherman to go on a cruise with anyone other than his wife and/or children?
A. No.
Q. Have you ever been on a cruise with Sanford Sherman?

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A. No.
Q. Do you know a gentleman named Igor Spira?
A. No.
Q. Do you know a gentleman named Randy Kain, K A I N?
A. No.
Q. When you returned from Alabama in 2010, share with me what Sanford Sherman told you concerning the state of his relationship with his wife?
A. I would say in 2010 that -- that they had a continuing ongoing marriage at that point that seemed very good.
Q. Was he happy?
A. Yes.
MR. GREEN: Objection.
Q. If he was happy in 2010, why was he in Long Island with Ms. Gallucci in 2009?
A. I don't know.
Q. When was the first instance where Sanford Sherman shared with you that he was considering a divorce?

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A. The earliest recollection I have of him talking about divorce was soon before he was served by Aliza.
Q. And specifically what did he say to you at that time?
A. He told me that he thought that he was going to be served for divorce. That he was going to retain legal counsel. But that he really did not want to be divorced.
Q. How did Sanford understand that he was about to served papers?
A. I don't know.
Q. He didn't tell you how he found out?
A. No.
Q. Was he upset?
A. Yes.
Q. How was he upset? How did that -- how did his upset manifest itself?
A. He just called me very concerned that he thought that this was going to be his family forever, and he was distraught that this was

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transpiring.
Q. Did you understand this to be something that was life changing for Sanford, a divorce?
A. Yes.
Q. And why was it that you understood this to be a significant life changing event for Sanford?
A. He spent his entire adult life with one person raising four children, that he was deeply in love with all five of them. So I would think that would be a significant upheaval in your life.
Q. Did he ever express to you his concern about the financial impact of divorce on the family?
A. Yes.
Q. Okay. On how many occasions did he discuss that issue with you?
A. Not infrequently.
Q. Meaning frequently?
A. Yes.
Q. That was a significant part of his concern about the divorce, was

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the financial effect it would have on the family?
A. Yes.
Q. And what would he say to you in that regard?
A. He worked his entire life to make a good life for his wife and children. And that this was going to be an upheaval.
Q. What else did he say?
A. That he felt that even if the divorce proceeded and things were split evenly, that he would be financially sound for the remainder of his life.
Q. And how did he explain that he would be able to maintain this financial soundness?
A. He just told me he had assets that would carry him through.
Q. Where did he say these assets were?
A. I have no idea.
Q. These are assets that Aliza did not know about?

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A. I have no idea.
Q. His statement to you was that regardless of what happened in the divorce, he had assets that would see him through?
A. No. I said that if things were split evenly between them, that they would -- that he would be fine financially.
Q. What did you understand to be the size of their marital estate?
A. I have no idea.
Q. He never shared with you what the value of the marital estate was?
A. No, he did not.
Q. And you never asked him how much was at issue?
A. That is correct.
Q. You indicated earlier that the first time that he mentioned divorce was shortly before he was served with papers. Prior to that, when was the first instance where he indicated to you that he was unhappy in his marriage?

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A. I don't really recall when the first time was.
Q. Okay. Is it the case that for years he had expressed to you at different points in time that he was unhappy in his marriage?
A. No, I would not say it was years.
Q. Okay. The divorce was filed in the summer of 2011. For how many years at that point in time had he been unhappy in his marriage?
A. From my knowledge probably one and-a-half to two years.
Q. And that would coincide with 2009, 2010, correct?
A. Yes.
Q. When you moved back from Alabama, you had a discussion with him at some point shortly after you came back where he filled you in on the fact that the marriage wasn't going well?
A. Yes.
Q. Okay. And at that particular time what did he tell you?

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A. He told me that there was tension in the relationship.
Q. What else did he tell you?
A. That financially that they were going through their assets faster than they should.
Q. What else?
A. That's pretty much it.
Q. Okay. And when you say that's pretty much it, that suggests to me that there may be other things that you don't believe are that important. But I would like to know everything else he told you?
A. I don't know anything else he told me.
Q. Okay. What did he tell you was the basis for the tension, other than going through their finances or going through their assets?
MR. GREEN: Objection. That's not his testimony.
Q. Go ahead.
Well, let me ask a different question. What were all of the bases

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that he told you about for the tension in the relationship?
A. I think there were -- a big part of it was that they were no longer involved in living life together as they had the previous 27 some years.
Q. What was the cause of that?
A. I don't really know that.
Q. What did he say was the cause of that?
A. That there was just much tension in the house.
Q. Okay. And so what were the reasons for the tension?
A. I don't really know.
Q. He never told you why there was tension in the house, just that there was tension?
A. Other than the financial aspect that I mentioned, I don't know of any other specifics.
Q. Was part of it that Aliza was working?
A. I don't know that.
Q. Was part of it that he had

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suffered significant losses through day trading, because of the recession that we experienced in 2008?
A. I don't know that.
Q. You just understand generally that there were financial stresses that were presenting tension?
A. Yes.
Q. How would you characterize the progress of the divorce case from the standpoint of how Sanford would characterize it?
A. I don't understand your question.
Q. Sure. Were she -- I'm sorry.
Were Sanford and Aliza on good terms or amicable terms as the divorce progressed?
A. I don't believe so.
Q. Why?
A. Because I don't think they talked and communicated.
Q. And so Sanford had suggested to you or told you that they were not

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communicating during the course of the divorce, is that correct?
A. And I also witnessed them not communicating by being in the same house with both of them.
Q. And so you would visit the home during the course of the divorce?
A. Yes.
Q. And you would visit the home to spend time with Sanford?
A. Yes.
Q. And during those visits you would have an opportunity to interact with Aliza?
A. Yes.
Q. How would you characterize Aliza's demeanor when you would interact with her personally at the house during the course of the divorce?
A. Aliza and I were always amicable.
Q. She seemed friendly?
A. Yes. We would sit down and talk together.
Q. She did not seem as if she

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was being unreasonable?
A. Not to me.
Q. And you have no reason to believe that she at any point during the course of the divorce was unreasonable in any way, do you?
A. Not to my knowledge.
MR. WINTER: Okay. Let's go ahead and take a break.
THE VIDEOGRAPHER: We're off the record at 12:33. (Recess had.)
THE VIDEOGRAPHER: Back on the record 12:39.
Q. What methods did Sanford use in your experience to keep tabs on Aliza?
A. I have no idea.
Q. You know him to have taken some steps to keep tabs on where she was at certain times, correct?
A. No, I don't.
Q. Let's back up a little bit, and let's talk about when he learned somehow that Aliza was about to file for divorce. And that was what led to the

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Pennsylvania trip, correct?
A. Yes.
Q. There was some discussion concerning what information Sanford had that led him to believe that she was filing for divorce, correct?
A. I don't know how he knew she was filing for divorce. He just told me that she -- he knew she was going to be filing for divorce.
Q. And when he told you that, you asked him how he knew that?
A. No, I did not.
Q. You have a friend of decades who tells you that his 30 year marriage is about to come to an end, and he believes that his spouse is about to file for divorce. You and his brother and he converge in Pennsylvania to discuss that. And at no point in that period of time is there any discussion whatsoever about why he thinks she's about to file for divorce?
A. I don't know how he knew. But he told me. That's all I know.

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Q. There was some discussion during that period of time, wasn't there, about how he knew?
A. No, there was not.
Q. And you didn't think during that period of time to ask him why he thought she was about to file for divorce?
A. No.
Q. And you don't find that unusual?
A. No.
Q. What -- did Sanford ever purchase a cell phone to your knowledge for his wife?
A. I don't know that.
Q. Did you ever know -- did you ever know Aliza to utilize a cell phone that had been provided her by Sanford?
A. I do not know that.
Q. Did you ever assist Sanford in purchasing a cell phone or similar device for Aliza?
A. No.
Q. Who did?

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A. I do not know.
Q. You've had a discussion with someone concerning the fact that Sanford purchased a cell phone or similar device for Aliza, correct?
A. No, I have not.
Q. And you don't know anybody to have done that on Sanford's behalf?
A. No, I do not.
Q. Do you know Sanford to have retained the services of a private investigator as it relates to Aliza?
A. No, I do not.
Q. And he has never told you at any point in time that he utilized the services of a private investigator to track the actions of Aliza?
A. He has never told me that.
Q. But you know that's happened?
A. I do not know that.
Q. You suspect that's happened?
A. I do not know that.
Q. You suspect that that has happened though?
A. I do not suspect.

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MR. MARX: Objection.
A. I do not know.
Q. Share with me Sanford's demeanor as he approached the trial date in the divorce case on March 26th of 2013?
A. I think his demeanor was calm, finally coming to the realization that his marriage was going to be over. And what would transpire in court would be the final outcome.
Q. By the way, back up for a minute. This wellness center in Florida that he has invested in with Mary, are they involved with weight loss in any way?
A. I don't know.
Q. Do you have any stake in that business?
A. No, I do not.
Q. Has there been any discussion between you and Sanford or anyone else about you having a position in that weight loss center down the road?
A. It's not a weight loss

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center.
Q. Or wellness center down the road?
A. No.
Q. Does your -- your ex-wife lives in Florida, is that correct?
A. Yes, sir.
Q. And does your daughter live in Florida?
A. No.
Q. Where does she live?
A. Cuyahoga Falls, Ohio.
Q. What part of the state does your ex-wife live in in Florida?
A. West coast, about a half hour south of Sarasota.
Q. You indicated earlier that you believe that Sanford was calm and coming to the realization that his marriage was going to be over as he approached the trial date.
The week before Aliza's death, how frequently did you have an opportunity to talk to or meet with Sanford?

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A. I don't know specifically. As I mentioned earlier, we would either talk shortly or text every day.
Q. Do you recall being in the same room with Sanford at any point the week prior to Aliza's death?
A. No, I don't remember that.
Q. Were you working in your current position in March of 2013?
A. Yes, sir.
Q. And how is it that you learned that Aliza had passed away?
A. His son, Joshua Sherman, called me.
Q. When did that happen?
A. I believe it was around 11:00 on the night of her murder.
Q. That would be 11 p.m.?
A. Yes, sir.
Q. On March 24th of 2013?
A. Yes.
Q. Where were you?
A. I was at my home.
Q. Was anyone there with you?
A. My roommate.

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Q. Anyone else?
A. No.
Q. Had you worked that day?
A. No. But I was on call that night.
Q. On call that night?
A. Yes.
Q. Were you on call during the day?
A. Yes.
Q. When did your on call shift start that day?
A. 7:30 a.m.
Q. Were you called upon during that on call shift that day?
A. I don't remember.
Q. Well, this had to be a startling report to get from Josh at 11:00 at night that night. Do you recall having gone into the hospital at any point earlier that day?
A. No, I don't recall going in earlier that day. I don't know.
Q. When Josh called you, what did you do?

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A. I told him that I would come up and be with Sanford.
Q. And did you, in fact, travel to Sanford's home that night?
A. Yes, I did.
Q. What time did you arrive?
A. Probably around 12:30 a.m. the next morning.
Q. Did you spend the night?
A. Yes, I did.
Q. Tell me what you observed when you arrived?
A. Sanford was quite upset and hysterical and crying about the fact that his wife of 30 years was murdered.
Q. Who else was present when you arrived?
A. I don't recall who else was there. I was just concerned about him.
Q. Was Josh there?
A. I don't recall that.
Q. Did you have any contact with anyone else between the time Josh called you around 11:00 and when you actually arrived at the home?

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A. I called a co-worker to take call for me the rest of the night.
Q. Do you recall interacting with anyone else when you arrived, other than Sanford?
A. No.
Q. Were the police still there?
A. No.
Q. When you say that he was hysterical and crying, what do you mean by his being hysterical?
A. He was just bawling and crying uncontrollably.
Q. Your recollection at that time, it was just you and him?
A. Yes.
Q. And what did he say to you?
A. He just said this -- I can't believe this is happening. This is horrible.
Q. What else did he say?
A. We were just both shocked at the situation. There wasn't a whole lot to say.
Q. How -- well, let me ask you

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this. Did you ever go to sleep that night?
A. I think I fell asleep about 5, 5:30 in the morning.
Q. And you slept until when?
A. About 7:30, 8:00. I had about two to three hours of sleep.
Q. And so you would have been there for approximately five hours before you fell asleep, correct?
A. Right.
Q. What else did you and Sanford talk about?
A. Just talked about that the police were there. And I talked to him. I talked about, you know, that his children were upset and distraught about the situation. Obviously he told me he had nothing to do with it. And I was just trying to comfort my friend the best I could in a very difficult situation.
Q. He told you he had nothing to do with it?
A. That's what he told me.

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Q. Did you ask him whether he had anything to do with it?
A. No, I did not.
Q. Do you find it odd that he told you he had nothing to do with it?
MR. GREEN: Objection.
A. No, I don't find that odd.
Q. You didn't suggest to him that you thought that he had anything to do with it?
A. No, I did not.
Q. He just volunteered that he had -- he didn't have anything to do with it?
A. Yes.
Q. How many times did he say that that night?
A. One time.
Q. Backing up, you indicated that his demeanor leading up to the trial for the week before was calm. Did he understand that the matter was going to trial the following week?
A. Yes, he did.
Q. And you had discussed that

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with him at that time?
A. Yes.
Q. And what steps, as far as you understood, was he taking in order to prepare for the trial?
A. Well, I think he had retained counsel. He had got all of his documents and financial documents, personal documents, everything that his lawyer would need in order -- in order to try the case.
Q. Were you aware that there had been a forensic accounting as to the finances in the marital estate?
A. Yes. He told me that there had been.
Q. Did he share that accounting with you?
A. No, he did not.
Q. Okay. And what did he tell you about the accounting?
A. He just told me that there was a forensic accounting. I have no idea what the results were or what it suggested.

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Q. Did he tell you that the forensic accounting that was completed by Aliza's retained consultant included a discussion of a Merrill Lynch account that Aliza was unaware of?
A. No.
Q. Are you aware as you sit here today that there was, in fact, a Merrill Lynch account that Aliza was not aware of that was opened in her name?
A. No.
Q. That would be news to you?
A. Yes, sir.
Q. Do you understand that the basis for this lawsuit is that a Merrill Lynch account from the co-executor's standpoint, Jennifer Sherman, was opened without Aliza knowing in Aliza's name? Are you aware that that's the allegation in this lawsuit that brings us here today?
A. I am now.
Q. Okay. Sanford Sherman never told you that that was the basis for the lawsuit here?

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A. No, he did not.
Q. And you've never read the complaint in this case?
A. No, I have not.
Q. If I were to suggest to you that Sanford Sherman opened an account in Aliza's name without her knowledge, would that surprise you?
A. Yes, it would.
Q. If I were to suggest to you that Sanford Sherman had forged a power of attorney, so that he could gain control over the assets in an account on which Aliza Sherman's name was the only party, would that surprise you?
MR. MARX: Objection.
A. Yes, it would.
Q. Have you ever discussed with Sanford Sherman his forgery of a power of attorney in favor of himself on behalf of Aliza Sherman?
MR. MARX: Objection.
A. No, sir.
Q. Were you aware at any point in time that Sanford Sherman claimed to

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have a power of attorney on behalf of his wife?
A. Yes.
Q. Tell me about that?
A. He told me that he had power of attorney of a brokerage account.
Q. When did he tell you that?
A. I don't really know.
Q. Years ago?
A. No.
Q. Recently?
A. Within the last year.
Q. Under what circumstance did you have that discussion with him?
A. I don't recall the circumstances.
Q. Okay. What else do you remember him saying as it related to this power of attorney?
A. He told me that he had proper documentation to have power of attorney over this money.
Q. What money?
A. That was in the account.
Q. What account?

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A. The brokerage account, which I don't know where it was until you told me today.
Q. And so at some point in the last year, there's been a discussion between you and Sanford Sherman that there was a brokerage account in Aliza Sherman's name relative to which he had a valid power of attorney?
A. Correct.
Q. Do you recall why he brought that up to you?
A. I think it had to do with initiation of this current legal action.
Q. Do you believe that discussion to have occurred since May of 2014?
A. I believe so, yes.
Q. And do you have any reason to know why he would have discussed that with you at that time?
A. Because I think it was part of the basis of the lawsuit.
Q. Okay. Did you understand at that time when he brought this up to

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you that he was going to be -- I'm sorry, that you were going to likely be a witness in this case?
A. No. I wasn't aware of that until I received the subpoena a month ago.
Q. And so there was a discussion you've had with Sanford since May where he indicated there was a lawsuit pending. And he told you one of the issues at play in the lawsuit was this brokerage account for which he claimed to have a power of attorney?
A. Yes.
Q. Okay. When he told you that, how did you respond?
A. I said, if you have a valid power of attorney, then you have a valid power of attorney.
Q. Is that the first time you had ever heard of him having a power of attorney for Aliza?
A. Yes, sir.
Q. Did Sanford ever indicate to you that he had ever utilized the power

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of attorney?
A. No.
Q. Did you ever witness him or have knowledge of him utilizing the power of attorney?
A. No.
Q. Did -- did Aliza Sherman ever indicate to you in any way that she was aware that Sanford Sherman had a power of attorney?
A. No.
Q. Did you ever have any other discussions with Sanford Sherman concerning any power of attorney, other than him indicating that he had one?
A. No.
Q. Are you aware of any reason that a power of attorney would exist that Aliza Sherman would have signed giving powers to Sanford Sherman?
A. No.
Q. Aliza did not have any health condition to your knowledge that would have indicated that a power of attorney was appropriate, correct?

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MR. GREEN: Objection.
Q. I'm sorry?
A. That is correct, I'm not aware of any health issues.
Q. Are you aware of any issues whatsoever that would have indicated that a power of attorney in favor of Sanford was appropriate for Aliza Sherman?
MR. GREEN: Objection.
A. No.
Q. Did Sanford Sherman ever discuss with you the concept of resolving the divorce case?
A. Yes.
Q. When was the first instance at which he discussed with you the concept of resolving the divorce case?
A. I don't remember exactly when.
Q. Okay. Well, generally speaking when was it, was it the beginning of the case, during it or towards the end?
A. During and -- at the

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beginning and during.
Q. Okay.
A. Throughout the entire proceedings.
Q. Would it be a fair understanding on my part that you frequently discussed the concept of resolving the divorce case with Sanford Sherman?
A. Yes.
Q. And when you would discuss it with him, share with me what he would say to you?
A. It was more what I would say to him about resolving it. That you had to determine what was right and do what he thought was appropriate and correct to resolve the situation.
Q. Okay. So you counseled him that ending the divorce case would be the best thing to do and to do that on fair terms?
A. I counseled him that if this was going to proceed, and that was the outcome, that, yes, he should do this on

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fair terms and resolve any outstanding issues.
Q. And when you would counsel him that way, how would he respond?
A. He would respond that that is correct and that he would work towards that.
Q. What did he tell you he was going to do in order to work in that direction?
A. He told me that he thought that splitting the marital assets in half and going their own ways was an equitable solution.
Q. And specifically what did he tell you he was going to do in order to move that process forward?
A. That he was going to have his attorney present that to Aliza's counsel and try to resolve the situation.
Q. You are aware, are you not, that, in fact, Aliza at one point agreed to a similar resolution, and that was rejected by Sanford Sherman, correct?

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A. I'm not aware of that.
Q. You're not aware that a deal was brokered by Les Keller at the request of Sanford Sherman for an equitable split of the assets, and that once Aliza agreed to that, Sanford rejected it, turning down Les Keller's recommendation?
A. I'm not aware of that.
Q. That would be the first time that you were hearing that?
A. Yes, sir.
Q. And does that surprise you?
A. Yes, sir.
Q. Did you personally ever take any steps in order to communicate with Aliza Sherman concerning resolution of the divorce case?
A. The only communication I had with Aliza was soon after the proceedings were filed. I sat down with her and talked with her for a short period of time. And told her that -- that you're both my friends. And that I would do whatever I could to help you

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resolve any outstanding issues. And that you should work on trying to save this marriage of 30 years.
Q. And tell me everything you remember that was said during that sit down?
A. Well, I did most of the talking. And I said that if there's some way I could communicate -- not communicate. If there's some way I could get the two of you to sit down and work on your issues and approach the issues in a sane and calm demeanor, that I would be more than willing to do that. And she told me that she did not think it was -- the marriage was salvageable at that point.
Q. Did she ever indicate to you why she had pursued divorce?
A. No, she did not.
Q. And you never asked her why?
A. No, I did not.
Q. You never asked her why the marriage was not salvageable?
A. No, I did not.

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Q. Did you ever have any further discussions with Aliza concerning the divorce or a resolution of the divorce case?
A. No, I did not.
Q. So what you just told me is every statement you recall being made between you and Aliza concerning that issue?
A. Yes.
Q. Sanford understood as he approached the trial date that the outcome of the trial was uncertain, correct?
A. Yes.
MR. GREEN: Objection.
Q. And he understood that the judge could make a determination as to how the assets should be split, correct?
MR. GREEN: Objection.
A. Yeah. Yes.
Q. And so when you indicated earlier that he was calm as he approached the trial date, he also was anxious in terms of what the ultimate

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resolution would be, correct?
MR. GREEN: Objection.
A. I think he was much less anxious than he was in the months preceding that.
Q. But there was a level of him being anxious, because of this uncertainty as to how what he had built up during his career would be divided, correct?
MR. GREEN: Objection.
Q. Correct?
A. Yes.
Q. What do you understand to be the extent of Sanford's real estate holdings as we sit here today?
A. That he rents an apartment in Hampton -- in the Hamptons in Beachwood. And that he owns a condominium in southeast Florida.
Q. Do you know that condominium to be a condo that was purchased by him or inherited from his mother?
A. I believe it was inherited through -- from his mother.

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Q. What do you understand to be his holdings as it relates to motor vehicles?
A. My understanding is I think he bought a new vehicle in the last couple months that I've seen one time.
Q. And so he was -- in 2013 he had a different vehicle, correct?
A. Yes.
Q. And do you have an understanding as to why he got rid of that vehicle?
A. I think he had multiple mechanical issues that needed repairing.
Q. Okay. Were you aware of how he got rid of that vehicle?
A. He told me that he had had his brakes go out on the vehicle when he was in Florida. And he had it towed to the dealer. And the repairs were so costly that they took the vehicle and he bought another vehicle from them.
Q. Okay. You had no role in that vehicle swap?
A. No, I did not.

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Q. Does Sanford own a boat?
A. Not that I'm aware of.
Q. Have you ever been on a boat with Sanford other than when you were in Long Island with him back in 08 or 09?
A. Probably he'd been on my boat that I had in the 1980s.
Q. Okay. Have you ever been on a boat that he has owned or obtained?
A. No.
Q. Other than that one?
A. No.
Q. There's a trust that exists for Sanford's benefit or that he has, is that true?
A. I have no idea.
Q. You've never discussed with him the concept of having a trust set up?
A. No.
Q. Do you understand Sanford to have currently investment accounts or retirement accounts?
A. I don't know what he has in accounts.

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Q. He's never mentioned in your presence that he has an account with a particular institution?
A. No, he has not mentioned that.
Q. And you've never visited any bank or financial institution with him ever?
A. I did take him to one bank in Beachwood several months ago to make a deposit to cover some outstanding withdrawals on the account. And that's the only time I've ever been to a financial institution with him.
Q. What bank was that?
A. I don't remember.
Q. What road was it on?
A. It was Chagrin Boulevard, I believe.
Q. And why is it that you took him there to do that?
A. I was visiting with him. And he asked me to drive him by the bank.
Q. Okay. Did you -- did you

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leave the apartment for the sole purpose of going to the bank?
A. No. I think we were out spending time together. And he said he had to get there by closing. And would I drive him by, so he could make a deposit.
Q. So you're already out, and he asked if you'd stop by the bank?
A. Yes.
Q. And he went in and made the deposit?
A. Yes.
Q. And you waited outside?
A. Yes.
Q. And he told you that was for his own personal account?
A. Yes.
Q. Do you know an individual by the name of Gail Reese?
A. Who?
Q. Gail Reese?
A. No.
Q. Do you understand that individual to have been in the

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employment of Sanford Sherman when he still had a practice?
A. No. I don't know who she was.
Q. Do you know that individual to reside in the State of Nevada?
A. I do not know her.
Q. Did Sanford ever indicate to you that there was a chance that he may have to go back to work depending on the outcome of the divorce case?
A. From my understanding he, as I said, with an equitable settlement, I thought -- he thought he would be fine and he would not have to return to work.
Q. Correct. But he did indicate to you at least on one occasion, that depending on the outcome, there was a chance that he may have to go back to work?
A. I think that's true.
Q. And that was something that he very much wanted to avoid, correct?
A. Yes.

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Q. Did Sanford ever discuss with you a will that either he or Aliza had?
A. Yes.
Q. Tell me about the discussions you had with Sanford concerning their wills?
A. The only discussion we had, it was after her murder, that she had a will. And that he was still married and the recipient. And her will had not been changed.
Q. How soon after her -- how soon after her death did that conversation happen?
A. Probably a couple months.
Q. And how did that issue come up?
A. I think he was concerned on how he was going to settle out her estate with the children and asked my opinion of what I thought should be done.
Q. How was it that Sanford was aware that there was a will executed by Aliza in favor of him?

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A. I don't know that.
Q. Did you ever see a copy of the will?
A. No, I did not.
Q. Did he tell you at that time that he had possession of a copy of that will?
A. No, he did not.
Q. Then how did he -- how would he know unless he had a copy of it?
A. I don't know.
Q. And specifically what he told you is the will was in favor of him taking her assets?
A. Yes.
Q. Is that what he told you?
A. Yes, sir.
Q. What else did he say about the will at that time?
A. That he was executor of the estate.
Q. Okay. And did he discuss with you at that time that because he was the beneficiary of the will, that he would take possession of Aliza's assets?

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A. No. I indicated that we discussed what the appropriate action would be.
Q. And what did you recommend to him in that regard?
A. I said, you need to take care of your children and her children.
Q. And how did he respond when you counseled him that way?
A. I think he thought it was the right thing to appoint Jennifer Sherman as the executor of the will for the distribution of Aliza's assets to all four children.
Q. You know Jennifer Sherman yourself, correct?
A. Yes. I've met her.
Q. Do you believe her to be a good person?
A. I don't have an opinion. I've only met her in passing, hi and good-bye. So I have no knowledge of her personality.
Q. Well, you discussed her with Sanford over your multi-decade

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relationship with Sanford, correct?
A. Not really, no.
Q. Sanford wouldn't talk about Jennifer?
A. Not -- we didn't talk about any of the children very much over many, many years that I was living out of state.
Q. Well, you've been friends with Sanford since the 70s. You would never discuss with him how his children were doing or what they were up to?
A. I would ask him what they were up to, yes.
Q. But not much of that conversation related to Jennifer?
A. No. I just know that she had gone to nursing school and completed her studies.
Q. Do you believe that Jennifer loved her mother?
A. Yes.
Q. Did you discuss Jennifer with her mother?
A. No, I did not.

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Q. Did you discuss any of the children with Aliza?
A. No, I did not.
Q. But Aliza had been your friend for many years, as well, correct?
A. Yes, sir.
Q. What was your understanding as to who controlled the finances in the Sherman household?
A. It's my understanding that it was joint.
Q. And who told you that or what was that based on?
A. Based on Sanford telling me that he would pay bills. Aliza would pay bills. That's about my extent of knowledge of their personal finances.
Q. So it would be a fair statement that Sanford had told you that he and Aliza jointly managed the family finances during their marriage?
A. Yes.
Q. And you never observed anything contrary to that?
A. That's correct.

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Q. Would you agree with the characterization of Sanford that he would regularly give generous gifts to individuals?
A. I can speak from personal experience that he did, yes.
Q. Did he regularly give gifts of jewelry to people?
A. I have no knowledge of jewelry gifts.
Q. Did he ever provide you with any gifts in the form of jewelry?
A. No.
Q. Other than money and picking up the dinner check, what other forms of generosity did Mr. Sherman exhibit in favor of you?
A. When I was interviewing for my job at Akron General, he was one of my references. And he spoke with the director of surgery, highly endorsing me for the position and personally guaranteeing my performance.
Q. Did you believe that to be an important part of the reason you were

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hired?
A. Yes, I did.
Q. And, therefore, in part you would owe your -- you owe your ability to have obtained that job to Sanford Sherman?
A. I am very grateful for the help he gave me in getting that job, yes.
Q. And had he not done that, you likely would not have that job, correct?
A. I don't know if that's true or not.
Q. Okay. But that was certainly important in you getting in the door, correct?
A. Yes.
MR. WINTER: Let's take a two minute break.
THE VIDEOGRAPHER: We're off the record. (Recess had.)
THE VIDEOGRAPHER: We're back on the record.
Q. Mr. Surso, I just need to

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cover with you some information concerning phone numbers, e-mails and cell phones and things like that. And then I'll be done.
So do you recall currently have a home phone number?
A. No, just a cell phone.
Q. Okay. And what is your cell phone number?
A. 330-780-6649.
Q. For how long have you had that number?
A. Since 2010.
Q. Okay. And what type of cell phone do you have?
A. Straight Talk.
Q. Okay. Is that the name of the brand of phone?
A. No. That's the carrier.
Q. The carrier. Okay. What type of phone is it?
A. Alcatel, A L C A T E L.
Q. Has Straight Talk been your provider since 2010?
A. No.

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Q. Okay. Share with me each of the providers you've had since 2010?
A. AT & T probably two years and then Straight Talk for two years.
Q. The actual unit itself, the phone, has that changed since 2010?
A. Yes.
Q. Okay. What did you have before the current Alcatel phone?
A. Some flip phone.
Q. Okay. Have you had any other cell phones since 2010, other than those two phones?
A. No, sir.
Q. Have you had any other cell phone numbers since 2010, other than the 6649 number?
A. No, sir.
Q. Have you -- you switched from AT & T to Straight Talk approximately two years ago?
A. Yes.
Q. And is that at the same time when the phone switched?
A. Yes.

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Q. Okay. Have you ever utilized a disposable cell phone?
A. No, sir.
Q. Do you know what that is?
A. Yes.
Q. Are you familiar with the term burner?
A. No.
Q. Okay. So at no point have you used a phone of any sort that you would buy at the store or utilize until the battery was up and then throw away?
A. No, sir.
Q. Have you ever known anybody to use one of those in your presence?
A. No, sir.
Q. Have you ever known Sanford Sherman to utilize one of those?
A. No, sir.
Q. Have you ever seen him with one of those?
A. No, sir.
Q. Since you moved back from Alabama, again you haven't had a home phone, just the cell phone, correct?

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A. Correct.
Q. When you were in Alabama, did you have a home phone?
A. Yes.
Q. Did you have a cell phone?
A. Yes.
Q. Do you recall who your cell phone service provider was in Alabama?
A. Verizon.
Q. For how long in Alabama was that the case?
A. I think my entire time there from 1997 to 2009 -- or 1995 to 2009.
Q. And you probably went through a few different phones during that time, correct, cell phones or no?
A. Probably two.
Q. Okay. Do you recall -- did you maintain the same cell phone number?
A. I think it changed one time when I went from Scottsboro, Alabama to Killen, Alabama.
Q. What were those numbers?
A. I don't recall the Scottsboro one.

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I think my Killen one was 256-443-0237.
Q. Now, when you would communicate with Sanford Sherman by phone since 1995, would it have been by using one of these cell phones that we've just talked about?
A. Predominantly, yes.
Q. What other means would you have utilized to communicate with him by phone?
A. I had office phones and home phones.
Q. Have you ever communicated with Sanford Sherman through an office phone at the hospital where you currently work?
A. No.
Q. That would have happened when you were in Alabama, however?
A. Yes. Not the hospital, but my office.
Q. Okay. What is Sanford Sherman's phone number?
A. 216-789-6543.

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Q. And is that his cell phone or home phone?
A. Cell phone.
Q. Is that the only number which you have contacted him on?
A. Yes.
Q. For how long has that been his number to your knowledge?
A. As long as I can remember.
Q. So certainly from the time you were in Alabama, as well as since you've been back?
A. Yes, sir.
Q. Do you -- have you ever text messaged him?
A. Yes.
Q. Okay. And you utilize that as a means of communication with Sanford?
A. Yes.
Q. On your cell phone, do you have the ability to pull up the history of the text messages between you and Sanford?
A. No.

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Q. Are you able to when you text message to see the last messages that you and he have exchanged?
A. Yes.
Q. And you can see a few of them perhaps?
A. Yes.
Q. But it doesn't have the full history?
A. Correct.
Q. Okay. And so if we are to request an opportunity to review or find a way to transmit that history on your cell phone of text messages, you certainly will be willing to provide that, correct?
MR. GREEN: Objection.
A. Yes.
Q. Okay. Computers, do you have a home computer?
A. Yes.
Q. Is that a laptop or desktop?
A. Laptop.
Q. And for how long have you had that?

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A. Since 2009.
Q. Okay. And what brand computer is that?
A. Acer.
Q. Have you had any other laptop or desktop, personal computer since 2009?
A. No.
Q. And do you have Internet access on that?
A. Yes.
Q. And who is your Internet service provider?
A. AT & T U-Verse.
Q. For how long has that been the case?
A. Four years.
Q. Ever since you moved back?
A. Yes, sir.
Q. And what is your e-mail address?
A. James Surso, it's J A M E S S U R S O at Yahoo.com.
Q. For how long has that been your e-mail address?

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A. As long as there have been e-mails.
Q. More than 10 years?
A. Yes.
Q. Have you ever utilized a different e-mail for any reason?
A. Yes.
Q. Okay. Share with me each of your other e-mail addresses?
A. One is James Surso at Gmail.com.
Q. Any others?
A. No.
Q. Of these two, the Yahoo and the Gmail accounts, which one is your primary e-mail?
A. Yahoo.
Q. Under what circumstances have you utilized the Gmail account?
A. I use backup for my phone for contacts.
Q. Okay. Have you e-mailed Sanford Sherman through the Yahoo account?
A. Yes.

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Q. Have you e-mailed Sanford Sherman through the Gmail account?
A. I don't believe so.
Q. It's possible?
A. I don't think I have.
Q. Have you understood Sanford Sherman to have more than one e-mail address?
A. No.
Q. And when you've e-mailed Sanford Sherman from the Yahoo account, has it always been to the same e-mail address?
A. Yes, sir.
Q. Do you know that off the top of your head?
A. I believe it's Eyeball55 at AOL.com.
Q. Have you ever deleted any text messages off of your phone?
A. Yes.
Q. Okay. Under what circumstances have you done that?
A. After I've read them, I delete them.

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Q. So immediately upon reviewing a text message, you hit a button or two, and it deletes that particular text message?
A. Yes.
Q. Is there a reason you do that?
A. To keep my phone clean.
Q. Would it be a fair understanding then from your testimony that you have had occasion to delete text messages which Sanford Sherman has sent to you?
A. Yes.
Q. Have you ever deleted e-mails?
A. Yes.
Q. Under what circumstances have you deleted e-mails?
A. Same situation. I always clean up my e-mails.
Q. Okay. Do you do anything to back up or to preserve e-mails, even though you may delete them from your e-mail account, so that you have access

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to them in the future?
A. No.
Q. For how long has that been your practice?
A. Since I've had an e-mail account.
Q. And so it would be a fair understanding based on your testimony that you have had occasion to delete e-mails between you and Sanford Sherman, correct?
A. Yes.
Q. How frequently has Sanford Sherman e-mailed you since you returned to Ohio?
A. Very infrequently.
Q. Okay. And so your best estimate as to on a monthly basis since you've come back is how many e-mails from Sanford?
A. Maybe one or two.
Q. The topics of those e-mails has been what?
A. I don't remember. I think most of them have to do with legal

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proceedings with the divorce and with this current lawsuit.
Q. Okay. And so there would be e-mails that were exchanged between you and Sanford that related to the divorce between he and Aliza?
A. Yes.
Q. Do you have access currently at your work or have you since you returned in 2010 to a computer?
A. No.
Q. Okay.
A. Not for personal use.
Q. Okay. Do you have an office where you currently work?
A. No, I do not.
Q. Okay. Is there any other -- going back. Do you have any other device personally, whether it's an Ipad, a PDA, anything that is similar to a tablet or computer other than the laptop, the Acer laptop, that you told us about?
A. No, I do not.
Q. Have you ever utilized a

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computer at -- that Sanford Sherman has lent to you or that he owns?
A. No, sir.
Q. Has Sanford Sherman ever purchased any sort of communication device for you?
A. No.
Q. Has he ever purchased any sort of communication device or data device in your presence?
A. No.
Q. Do you understand Sanford Sherman to have a similar practice of deleting text messages and e-mails?
A. I don't know what he does with his text messages and e-mails.
Q. Have you ever told him that you delete your e-mails and text messages?
A. No.
Q. Has he ever asked you to do that?

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A. No.
Q. The content of the e-mails between you and Sanford precisely concerning the divorce has been what?
A. There were many photographs of his children that he wanted me to make copies of, certain credit cards, actual photographs of credit cards, e-mails that had transpired between Aliza and Sanford.
Q. Why was he asking you to make copies of things?
A. He wanted to present them to his divorce attorney.
Q. But why was he having you do that as opposed to doing it himself?
A. I don't know.
Q. Did you find that odd?
A. No. I was his friend.
Q. You live and work in Akron?
A. Yes.
Q. And he lives in Beachwood, correct?
A. Correct.
Q. And he's e-mailing you things

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to print out for him to give to his lawyer in -- up in the Cleveland area when you're down in Akron?
A. Correct.
Q. And that doesn't strike you as odd?
A. No.
Q. What other specifics can you share with us concerning the content of the e-mails and the text messages that you and Sanford shared that have now been deleted concerning his divorce?
A. That's my best recollection at this point.
Q. When you would -- let me start the question over.
Given that Sanford had requested that you print out those items, did you, in fact, do that?
A. Yes, sir.
Q. And what did you do with those when you printed them out?
A. I hand delivered them to him.
Q. At his home in Beachwood?

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A. Yes.
Q. Or if you guys met out somewhere?
A. Yes.
Q. But you did not provide them directly to his attorney?
A. I believe there was one time that he asked me to mail a packet of them directly to his attorney, and I did.
Q. Do you recall -- do you recall any of the items that you were asked to print out or that were sent to you by Sanford being private communications between Aliza and someone else?
A. No. I don't recall that at all.
Q. The only items that you were forwarded that represented communications with Aliza were e-mails between Sanford and Aliza?
A. Yes, sir.
Q. Did you review these items? Did you read them when he would send

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them to you or did you simply print them out?
A. For the most part I just printed them out.
Q. There were some items however you read?
A. I believe so.
Q. And what did you read?
A. Just that we discussed earlier that there was tension between them. That there were issues in the marriage that were leading to this divorce. And that -- I mean, that was the crux of most of the e-mails that they communicated.
Q. You were aware that as part of the divorce Aliza was contending that she was unaware of this Merrill Lynch account?
A. I have no idea regarding that.
Q. Did Sanford ever suggest to you that he was concerned because of that Merrill account with allegations that he had forged a power of attorney?

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A. No.
Q. Did Sanford at any point indicate to you following Aliza's death that he was at least in part relieved by the fact that the divorce case would not go to trial?
MR. GREEN: Objection.
A. No.
Q. He never said that in any way to you?
MR. GREEN: Objection.
A. No.
Q. And you never sensed that he had a sense of relief that the divorce case would not go to trial?
MR. GREEN: Objection.
A. No.
Q. Have you ever communicated with Sanford Sherman in any other way, other than through the e-mail addresses and the cell phones that we have just listed in detail?
MR. GREEN: Objection.
A. No.
Q. Did you maintain copies of

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the materials that Sanford sent to you to print out?
A. No.
Q. What sort of volume are we talking about in terms of the items that you printed out?
A. Probably 400, 500 pages.
Q. And that would be total?
A. Yes, sir.
Q. And that would be on how many -- divided over how many instances?
A. 15 to 20.
Q. And what was the time frame within which he made those requests of you?
A. After the filing of the divorce, over the, you know, ensuing year.
Q. So if the divorce was commenced in June of 2011, and the divorce action continued for 21 months until Aliza's death in March of 2013?
A. Yes.
Q. Is it your testimony that there was only part of that 21 months

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where he was requesting that you do that?
A. That's correct.
Q. When was the last time that you recall him requesting that you print something out?
A. I don't know.
Q. Do you recall having been requested to do that at any point in 2013?
A. I don't recall that.
Q. Do you recall the last instance upon which that was requested of you being in 2012?
A. I don't know that for sure.
Q. Your best recollection is that it was for a period of about a year that he was requesting you do that?
A. Yes.
Q. And during that time, it was 400 to 500 pages ultimately that you printed out and sent or delivered to him?
A. Yes, sir.
Q. Do I understand your

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testimony correctly that you would mail these by regular mail to Sanford?
A. No. I would hand deliver them.
Q. To Sanford?
A. Yes, sir.
Q. On one occasion at least you mailed something to his attorney?
A. Yes.
Q. Do you recall which attorney that was?
A. No.
Q. Did you ever meet with Sanford's attorney with him?
A. No.
Q. As it relates to this lawsuit, has Sanford requested that you print out anything?
A. No.
Q. Have you e-mailed -- have you exchanged e-mails with Sanford as it relates to this lawsuit?
A. No.
Q. Have you e-mailed with Sanford as it relates to the pending

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motion to remove Jennifer as the co-executor?
A. No.
Q. Have you corresponded in writing in any way, whether text message or e-mail, with Sanford Sherman concerning either the pending motion to remove or the pending lawsuit relating to the Merrill Lynch account?
A. No.
Q. And so as we move forward, and when we subpoena your e-mails and look at those, we're not going to see any communications between you and Sanford that in any way concern, regard or relate to the pending litigation?
A. Correct.
MR. WINTER: Let's take a brief break.
THE VIDEOGRAPHER: We're off the record. (Recess had.)
THE VIDEOGRAPHER: We're back on the record.
Q. Mr. Surso, when you would meet with Sanford to deliver these

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documents that he had e-mailed to you to print out and bring to him, was there ever an occasion where during those visits he would provide you with money in the form of a loan or a gift?
A. No. He would provide money for the copying services.
Q. All right. You indicated earlier that over the years he's provided you with about $20,000 in terms of loans. And so the nature of my question is simply, did any of those visits where you were providing him with these documents he had e-mailed to you also happen to be an instance where you had requested or he had offered to loan you money? is that possible?
A. It's possible.
Q. Okay. Now, the location where you and Sanford would meet where you would deliver these documents, where would you meet?
A. Usually at his residence on Penshurst.
Q. Okay. And would Aliza be

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home when you would drop those off? Or would it be -- well, let me ask that question. Was she home during any of the instances where you dropped those documents off?
A. I don't believe so.
Q. Okay. Did Sanford ever indicate to you that he wanted to wait until she wasn't there for you to come over and bring the documents?
A. No.
Q. When was the first time after the visit to Pennsylvania that you recall an instance where he had requested that you print out documents and then bring them to his home?
A. I don't recall when, how long after that.
Q. Was it within a short period of time after the process started?
A. Yes. I would say within weeks.
Q. And then how frequently after that over the next year would that situation arise where you would bring

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him documents, every couple weeks?
A. Every couple weeks.
Q. Okay. Now, did you and Sanford discuss the fact that as you were printing these out and bringing them to him that you would be deleting your e-mails from him?
A. No.
Q. You never told him that you had deleted the e-mails?
A. No.
Q. Are you sure?
A. Yeah.
Q. Okay. Now, did he ever request that you delete the e-mails?
A. No.
Q. Have you delivered any documents to Sanford at his request since March 24th of 2013?
A. I don't believe so.
Q. It's possible?
A. It's possible, but I don't believe so.
Q. Have you deleted any documents -- and by documents I mean

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e-mails or text messages -- from Sanford Sherman since March 24th of 2013?
A. All of my text messages, yes.
Q. Have you deleted any e-mails from him since the date of Aliza's death?
A. I believe so.
Q. Okay. And so you believe that these meetings where you were dropping off documents were every couple weeks between June of 2011, when the divorce action started, and the following summer?
A. I believe so.
Q. And then there came a point in time in 2012, the middle of 2012, where those requests from Sanford Sherman stopped?
A. Yes.
Q. Did you ever ask him why it is that those requests stopped?
A. No.
Q. Did he ever share with you why those requests had stopped?

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A. No.
Q. Did he ever explain to you the purpose of him asking you to print those items out?
A. I think they were information he wanted to have for the divorce proceedings.
Q. Did he have a home computer?
A. Yes.
Q. Did he have a printer?
A. I don't know.
Q. You had a printer?
A. Yes.
Q. Are you aware of any constraint he had on being able to print those documents out himself?
A. No.
Q. And again that doesn't strike you as odd that he would e-mail those to you to print out and bring to him in Beachwood?
MR. GREEN: Objection.
A. No.
MR. WINTER: I have nothing further.

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EXAMINATION OF JAMES DAVID SURSO
BY-MR.COHAN:
Q. I have just a few questions. I'm Mike Cohan.
I have a few questions. I'm Mike Cohan. I represent Joshua Sherman as co-executor of the Estate of Aliza Sherman.
Has Dr. Sherman said anything to you about any relationship he has or does not have with his current children?
A. Yes.
Q. What has he said?
A. He tells me that he and Josh remain very close. But that he's pretty much estranged from his other three children.
Q. Do you have any knowledge about any jewelry that Aliza Sherman owned?
A. I have no knowledge of that.
Q. Do you have any knowledge of the disposition of any jewelry or personal property that Aliza Sherman might have owned?

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A. No, I do not.
Q. Do you know anything about any bank accounts that any of the Shermans had at Ohio Savings Bank?
A. No, I do not.
Q. Do you know Doris Czinn?
A. I know the name, yes.
Q. Aliza's mother?
A. Yes, sir.
Q. Do you know if Dr. Sherman or Aliza Sherman provided money to Doris Czinn?
A. I know that Dr. Sherman told me he had, but I have no idea when or how much.
Q. Do you have any knowledge of anyone holding any funds for Aliza Sherman?
A. No.
Q. Do you know Josh Sherman?
A. Yes.
Q. Do you consider him to be a good person?
A. Yes.
Q. Do you think he's a

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responsible person?
A. Yes, sir.
Q. Do you know his wife?
A. Yes.
Q. Did you attend their wedding?
A. Yes.
Q. Did you attend Jennifer's wedding?
A. No.
Q. Were you invited?
A. To Jennifer?
Q. To Jennifer's.
A. No.
Q. Have you ever met or talked to me before today?
A. No.
Q. Did you attend the funeral service for Aliza?
A. Yes, I did.
MR. COHAN: That's all I have.
EXAMINATION OF JAMES DAVID SURSO
BY-MR.WINTER:
Q. Just one follow-up on that.
Having attended the funeral of Aliza Sherman, you had an opportunity to

observe Josh's conduct?
A. Yes.
Q. Did you find that to be reasonable?
A. For a distraught young man who just lost his mother, yes.
Q. And so you have no issue with what he did at her funeral?
A. No, I do not.
MR. WINTER: Thank you.
MR. COHAN: Thank you.
THE VIDEOGRAPHER: We're off the record at 11:48 p.m.
MR. GREEN: Tell him about waiver.
MR. WINTER: Mr. Surso, as it relates to the transcript, the law provides you with a right to review the transcript, not to change anything, but simply to ensure that it was typed correctly.
Alternatively, you can waive that right. And our court reporter here will simply type it up and distribute it to the parties.

So it's your choice. You have to let her know whether you want to review it or whether you want to waive your right to review.
THE WITNESS: Do you get a copy of it to review?
MR. GREEN: I can't give you legal advice, because I'm not representing you.
THE WITNESS: I know that.
MR. GREEN: I'll just tell you the last witness took the opportunity to review it.
THE WITNESS: I will review my testimony.
MR. WINTER: Okay. Thank you, Mr. Surso.
THE WITNESS: Thank you.
(Off the record at 1:50 p.m.)
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CEFARATTI GROUP FILE NO. 18938
CASE CAPTION: JENNIFER SHERMAN VS. SANFORD SHERMAN, ET AL.
DEPONENT: JAMES DAVID SURSO
DEPOSITION DATE: NOVEMBER 14, 2014

(SIGN HERE)
The State of Ohio,)
County of Cuyahoga,) SS:
Before me, a Notary Public in and for said County and State, personally appeared JAMES DAVID SURSO, who acknowledged that he/she did read his/her transcript in the above-captioned matter, listed any necessary corrections on the accompanying errata sheet, and did sign the foregoing sworn statement and that the same is his/her free act and deed.
IN TESTIMONY WHEREOF, I have hereunto affixed my name and official seal at , this day of , A.D. 2014.

Notary Public Commission Expires

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ERRATA SHEET

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CERTIFICATE

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State of Ohio) SS.:
County of Cuyahoga)

I, Janice M. Rogers, a Notary Public within and for the State of Ohio, duly commissioned and qualified, do hereby certify that the within named witness, was duly sworn to testify the truth, the whole truth and nothing but the truth in the cause aforesaid; that the testimony then given by the witness was by me reduced to stenotypy in the presence of said witness; afterwards transcribed, and that the foregoing is a true and correct transcription of the testimony so given by the witness.

I do further certify that this deposition was taken at the time and place in the foregoing caption specified.

I do further certify that I am not a relative, counsel or attorney for either party, or otherwise interested in the event of this action.

I am not, nor is the court reporting firm with which I am affiliated, under a contract as defined in Civil Rule 28 (D).

IN WITNESS WHEREOF, I have hereunto set my hand this day of , 2014.

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Janice M. Rogers, Notary Public within and for the State of Ohio

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My commission expires August 7, 2017.

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Date 4/13/09

Merrill Lynch
30195 Chagrin Boulevard
Pepper Pike OH 44124

Gentlemen:

In compliance with your request, this is my authorization to transfer the following:

Securities: _____

_____

_____

_____

and/or cash: $ 49000.00

From my/our account carried in the name of:
ALIZA C SHERMAN [redacted]

To the account in the name of:
SANFORD J SHERMAN 61752358

Thank you.

Signed: Aliza Sherman P.O.A.

Signed: _____

EXHIBIT
tabbies
G

Date: 5/5/09

Merrill Lynch
30195 Chagrin Boulevard
Pepper Pike, OH 44124

Gentlemen:

In compliance with your request, this is my authorization to transfer the following:

Securities: _____

_____

_____

_____

and/or Cash: $69,000 —

From my/our account carried in the name of:

ALIZA C. SHERMAN # [redacted]

To the account in the name of:

SANFORD J. SHERMAN # 617-57358

Thank you.

Signed: X [signature] P.O.A.

Signed: _____

May 13, 2009

Merrill Lynch
Attn: Stephen Spiegle
30195 Chagrin Boulevard
Pepper Pike, OH 44124

RE: [redacted] N/O Aliza C. Sherman

Dear Steve:

Please transfer the following positions from the above referenced account to 617-57358 N/O Sanford Sherman:

50,000 Rockwall, TX due 8/15/16	Sec #NPFT5 ✓
30,000 Avon Lake, OH due 10/1/14	Sec #PHD17 ✓
40,000 Texas Mun due 9/1/13	Sec #PH5A7 ✓
35,000 Adams Cnty, CO due 12/15/11	Sec #PW1U8 ✓
150,000 Elk Grove, CA due 12/1/18	Sec #PXU21 ✓
100,000 St Clair Cnty, IL due 10/1/21	Sec #RBA00 ✓
35,000 Denison, TX due 8/1/19	Sec #RDJM4 ✓
50,000 Cotati-Rohnert, CA	Sec #RDN29 ✓
50,000 Waukegan, IL due 12/30/19	Sec #RGJJ5 ✓
140,000 St Clair Cnty, IL due10/1/18	Sec #RJLD9 ✓
45,000 Leander, TX due 8/15/10	Sec #RMEU1 ✓

Thank you for your prompt attention to this matter.

Sincerely,

Sanford J. Sherman m.d. P.O.A.

Sanford Sherman, POA
25130 Penshurst Dr.
Beachwood, OH 44122

Date 2/16/10

Merrill Lynch
30195 Chagrin Boulevard
Pepper Pike OH 44124

Gentlemen:

In compliance with your request, this is my authorization to transfer the following:

Securities: As per attached list

and/or cash: $ 115,000

From my/our account carried in the name of:

Alice Sherman # [redacted]

To the account in the name of:

Stanford Sherman # 61757358

Thank you.

Signed: Stanford Sherman P.O.A.

Signed: _____

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February 16, 2010
617-56864 n/o Aliza C. Sherman

1,100 shares Eaton Vance Risk Managed (ETJ) ✓

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309555LS7 J5BT8	FARMERS BRANCH CARRLLTN TX FCD 8.5%CI RF NPFG JAN88 00.000%MAR01 11	A	10,000 ✓	98.822	9,882	2.09
451182FJ3 PC076	IDAHO FALLS IDAHO ELEC FGIC-MBIA 7.1%CI RF FGIC AUG91 00.000%APR01 12	A	10,000 ✓	95.960	9,596	2.03
556547EZ6 RMFW7	MADISON-JERSEY IL CMTY USD 14.93%CI ESA DEC02 00.000%DEC01 15	AAA	30,000 ✓	84.430	25,329	5.37
863370LN0 PTCM6	STRONGSVILLE OHIO OID NPFG EBD AUG94 06.000%DEC01 14	A	10,000 ✓	100.453	10,045	2.13
960895SX9 RHB65	WESTMORELAND CNTY PA ZERO CPN 5.8%CI GTGIO OCT93 00.000%JUN01 13	NR	15,000 ✓	89.628	13,444	2.85

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232760BG2 PHYX3	CYPRESS-FAIRBNKS TEX ISD 6%CI SER A RF PSF GTD MAY93 00.000%FEB15 12	AAA	20,000 ✓	98.077	19,615	4.15
452150HD0 REL58	ILLINOIS ST COLLEGE SAVINGS 5%CI NOV97 00.000%AUG01 10	A+	5,000 ✓	99.578	4,979	1.05
939741YT5 PRP03	WASHINGTON ST COLLEGE SAVINGS 6.8%CI UT DEC94 00.000%AUG01 10	AA+	2,000 ✓	99.722	1,994	0.42

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59333NAV5 RFA40	MIAMI-DADE CNTY FL SPL OBLIG 5.52%CI A RF NPFG DEC97 00.000%OCT01 17	A	30,000 ✓	65.386	19,616	4.16
594695RW0 PABY5	MICHIGAN ST TRUNK LINE 6.35%CI SER A AMBAC JUL92 00.000%OCT01 10	NR	5,000 ✓	99.367	4,968	1.05
6775174B7 PC5W1	OHIO ST COLLEGE SAVINGS 6.35%CI DEC92 00.000%AUG01 12	NR	25,000 ✓	97.024	24,256	5.14
770873JF5 RALA3	ROBINSON TWP PA MUN AUTH WSR 5.8%CI A RF FGIC ETM NOV95 00.000%MAY15 12	NR	10,000 ✓	97.435	9,744	2.06
939741RC0 PBT84	WASHINGTON ST COLLEGE SAVINGS 6.2%CI OCT92 00.000%AUG01 10	AA+	3,000 ✓	99.722	2,992	0.63
Total Municipal Bonds - Revenue					61,575	13.04

Sinful Sherman M.D. POA 2/16/10

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Date 4/30/10

Merrill Lynch
30195 Chagrin Boulevard
Pepper Pike OH 44124

Gentlemen:

In compliance with your request, this is my authorization to transfer the following:

Securities: ALL

and/or cash: ALL

From my/our account carried in the name of:

Alice C. Sherman # [redacted]

To the account in the name of:

SANFORD J. Sherman # 617 57358

Thank you.

Signed: S J Sherman m.d P.O.A.

Signed: _____

Date 4/30/10

Merrill Lynch
30195 Chagrin Boulevard
Pepper Pike OH 44124

Gentlemen:

In compliance with your request, this is my authorization to transfer the following:

Securities: ALL

and/or cash: ALL

From my/our account carried in the name of:

Alice C. Sherman # [redacted]

To the account in the name of:

SANFORD J. Sherman # 617 57358

Thank you.

Signed: [signature] M.D P.O.A.

Signed: _____

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Merrill Lynch

DURABLE POWER OF ATTORNEY

(This Power of Attorney does not pertain to or provide any authority to your agent or attorney-in-fact to deal with your retirement accounts for which MLPF&S is a custodian)

TO: Merrill Lynch, Pierce, Fenner & Smith Incorporated (MLPF&S) and, if applicable, Merrill Lynch Life Insurance Company (MLLIC) and ML Life Insurance Company of New York (MLLICNY)

RE: MLPF&S Account Number(s) 6175864
MLLIC Contract and/or Policy Number(s) _____
MLLICNY Contract and/or Policy Number(s) _____

NOTE: When used in this document, the words "I", "me" or "my" refer to any client/principal, whether an individual or an entity, that executes this Durable Power of Attorney.

I hereby constitute and appoint Samuel Jay Shreiner M.D. (whose signature appears below), as my agent and attorney-in-fact, with power and authority to act for me and on my behalf in connection with my account(s) with MLPF&S and my MLLIC and MLLICNY annuity contract(s) and life insurance policy(ies), however designated, and whether presently open or hereafter opened, specifically conferring upon my agent and attorney-in-fact those powers which I have designated below by initialing the corresponding space provided to the left of each power that I wish to confer.

PART I: If your agent and attorney-in-fact is a registered investment Adviser, choose from the powers listed below in this Part I:

INITIAL ONLY THOSE POWERS YOU WANT YOUR INVESTMENT ADVISER TO EXERCISE

Initial here (Do not make a mark):

_____ (a) (PURCHASES AND SALES) to effect purchases and sales (including short sales), to subscribe for and to trade in all types of securities and certain investments, including, but not limited to, stocks, bonds, options, limited partnership interests, trust units, physical commodities and options thereon, on margin or otherwise, provided such transactions are permissible under the terms of the account agreement governing the above-referenced MLPF&S account(s), whether such securities or investments are in negotiable form, issued or unissued, or are traded on a foreign exchange (including any foreign currency transactions necessary to effect the trade), to sell, assign, endorse and transfer all types of securities and certain investments, including, but not limited to, stocks, bonds, options, certificates of indebtedness, or certificates which evidence other securities of any nature, at any time standing in my name and to execute any documents necessary to effectuate the foregoing; to receive statements of transactions made for my account(s); to approve and confirm the same, to receive any and all notices, calls for margin, or other demands with reference to my account(s), to exercise employee stock options and to effect sales of employer stock acquired pursuant to such option exercising; and to direct payment to other broker-dealers, banks and other financial service providers for purchases or trades made at such other firms, for my account or accounts at MLPF&S, whether presently open or hereafter opened.

_____ (b) (PROXY) to receive proxy soliciting materials, annual reports and other related materials and to vote proxies on my behalf (or respond to requests for voting instructions) with respect to all securities and other assets held in my account(s) at MLPF&S. If this power is initialed, the undersigned client/principal hereby represents the following to MLPF&S: that the investment adviser designated above is registered under the Investment Advisers Act of 1940 and that such advisor exercises investment discretion over my account(s) at MLPF&S pursuant to an advisory contract.

NOTE: You may revoke this power at any time by providing MLPF&S with written notice that all proxy soliciting materials, annual reports and other related materials are to be sent directly to you and are no longer to be sent to your investment adviser.

_____ (c) (FEES) MLPF&S is hereby authorized, upon receipt of invoices or statements from the investment adviser named above, to pay such amounts in connection with the above account(s) to:

Name of Investment Advisor _____

Address of Investment Adviser _____

EXHIBIT
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In connection with the above direction, I agree that the investment adviser's fees shall be paid first (a) from free credit balances, if any, in my account(s); and second, (b) from the liquidation or withdrawal (which the client/principal hereby authorizes by his/her signature below) by MLPF&S of my shares of any money market funds or balances in my account(s) at MLPF&S. I further agree that MLPF&S shall be under no other duty or obligation to pay the investment adviser's fee, that I shall be solely responsible for verifying the accuracy or calculation of fees submitted for such payment, that the investment adviser named above has been directed to submit an invoice or statement for each payment of fees to me and to MLPF&S, stating the client's name, which MLPF&S account number the fee is to be paid from, and the amount to be paid; this authorization shall remain in full force and effect until terminated by one of the parties hereto, and that such termination shall be effective upon receipt of written notice by MLPF&S. MLPF&S may terminate this fee payment arrangement at any time.

NOTE: If this paragraph (c) (FEES) has been initialed by the client/principal, the investment adviser/agent by signing below, makes the following representations to MLPF&S: That I/we have entered into an agreement with the client/principal for investment advisory services which authorizes me/us to receive direct payment from the client's/principal's account(s) at MLPF&S upon presentation of my/our invoice or statement to MLPF&S. I/We acknowledge and agree to all of the foregoing terms and conditions of my/our client's above authorization to MLPF&S, and I/we agree to hold MLPF&S harmless for amounts paid to me/us upon receipt of my/our invoice or statement.

____ (d) **(DURABILITY) APPLICABLE ONLY TO U.S. RESIDENT CLIENTS (INCLUDING U.S. RESIDENT ALIENS) (INITIAL ONLY IF YOU WANT YOUR AGENT TO CONTINUE TO ACT ON YOUR ACCOUNT(S) IF YOU BECOME MENTALLY INCAPACITATED.) This durable power of attorney shall not be affected by the subsequent disability, incompetence or incapacity of the principal or by any lapse of time. (California residents see Warning below). Also, see below for additional execution requirements for durability.**

*NOTE: * ADDITIONAL EXECUTION REQUIREMENTS FOR DURABLE POWERS OF ATTORNEY EXIST FOR CLIENTS RESIDING IN CERTAIN STATES. THESE ADDITIONAL EXECUTION REQUIREMENTS ARE SET FORTH IN DETAIL AT THE TOP OF PAGE 8 OF THIS POWER OF ATTORNEY. IF THE CLIENT'S STATE OF RESIDENCE CHANGES AFTER THE CLIENT HAS EXECUTED THIS DURABLE POWER OF ATTORNEY, THE CLIENT SHOULD CONSULT WITH HIS OR HER OWN LEGAL COUNSEL TO DETERMINE IF THIS DURABLE POWER OF ATTORNEY SHOULD BE RE-EXECUTED.*

PART II: If the agent and attorney-in-fact is not a registered investment Adviser, choose from the powers listed below in this Part II:

INITIAL ONLY THOSE POWERS YOU WANT YOUR AGENT AND ATTORNEY-IN-FACT TO EXERCISE

Initial here (Do not make a mark):

(a) (PURCHASES AND SALES) to effect purchases and sales (including short sales), to subscribe for and to trade in all types of securities and certain investments, including, but not limited to, stocks, bonds, options, limited partnership interests, trust units, physical commodities, and options thereon, on margin or otherwise, provided such transactions are permissible under the terms of the account agreement governing the above-referenced MLPF&S account(s), whether such securities or investments are in negotiable form, issued or unissued, or are traded on a foreign exchange (including any foreign currency transactions necessary to effect the trade), and to sell, assign, endorse and transfer all types of securities and certain investments, including but not limited to, stocks, bonds, options, certificates of indebtedness, or certificates which evidence other securities of any nature, at any time standing in my name and to execute any documents necessary to effectuate the foregoing; to receive statements of transactions made for my account(s); to approve and confirm the same, to receive any and all notices, calls for margin, or other demands with reference to my account(s), to exercise employee stock options and to effect sales of employer stock acquired pursuant to such option exercising; and to direct payment to other broker-dealers, banks and other financial service providers for purchases or trades made at such other firms, for my account or account(s) at MLPF&S, whether presently open or hereafter opened.

(b) (WITHDRAWAL OF FUNDS AND SECURITIES) to instruct MLPF&S to make payment of moneys and/or securities from my account(s) at MLPF&S, and to receive and direct payments therefrom payable to me or for my benefit.

(c) (TRANSFERS; GIFTING AUTHORITY - TO 3rd PARTIES) to make transfers and gifts of money, stocks, bonds, options, limited partnership interests, trust units, or other securities, or any other property or investments, from my account(s) at MLPF&S or of my MLLIC or MLLICNY annuity contract(s) or life insurance policy(ies), or of loan, with-

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drawal or surrender values of those annuity contract(s) or life insurance policy(ies), on my behalf to any third party, including, but not limited to, individuals, entities, trusts or charitable organizations, provided however, that any such gift shall not discharge an obligation of support of my agent and attorney-in-fact (such determination shall not be made by MLPF&S);

(d) (TRANSFERS; GIFTING AUTHORITY - TO AGENT) to make transfers and gifts of money, stocks, bonds, options, limited partnership interests, trust units, or other securities, or any other property or investments, from my account(s) at MLPF&S or of my MLLIC or MLLICNY annuity contract(s) or life insurance policy(ies), or of loan, withdrawal or surrender values of those annuity contract(s) or life insurance policy(ies), on my behalf to my agent and attorney-in-fact, provided however, that such gifts are for my agent and attorney-in-fact's health, education, support or maintenance (such determination shall not be made by MLPF&S);

NOTE: If you have initialed paragraph (c) or (d) in this Part II of the Power of Attorney, you have given your agent and attorney-in-fact the authority to give away your assets to third parties or to your agent and attorney-in-fact. If you do not want your agent and attorney-in-fact to have this authority, do not initial paragraph (c) or (d) of this Part II of the Power of Attorney. If there is anything about this Power of Attorney that you do not understand, you should consult your own attorney.

(e) (CHECK WRITING) to make and draw checks;

(f) (TAX DOCUMENTS) to execute tax forms related to my account(s) at MLPF&S, including, but not limited to, forms which certify my taxpayer identification number, backup withholding status, foreign status and/or tax residency;

(g) (LIFE INSURANCE POLICIES) to exercise all available ownership rights on my MLLIC and MLLICNY policy(ies), including, but not limited to, the right to cancel or exchange the policy(ies) and receive the net cash surrender value or to choose one or more income plans on cancelling the policy(ies), to apply for and receive policy loans, to collaterally assign the policy(ies), to change the allocation between and among the investment divisions of the Variable Account and, if applicable, the General Account of the company in which the policy(ies) are funded, to change the beneficiary and ownership designations of the policy(ies) and to make inquiries and receive information as to the cash value and death benefit of the policy(ies);

(h) (ANNUITIES) to exercise all available ownership rights under my MLLIC or MLLICNY contract(s), including, but not limited to, the right to select or change an annuitant, the annuity date, the annuity option or the allocation between and among the available investment options, to cancel or exchange the contract(s) and receive the net value, to make withdrawals from the contract(s), to collaterally assign the contract(s), to change the beneficiary designations or ownership designations of the contract(s) and to make inquiries and receive information as to the cash value and death benefit of the contract(s);

(i) (DURABILITY) APPLICABLE ONLY TO U.S. RESIDENT CLIENTS (INCLUDING U.S. RESIDENT ALIENS) (INITIAL ONLY IF YOU WANT YOUR AGENT TO CONTINUE TO ACT ON YOUR ACCOUNT(S) IF YOU BECOME MENTALLY INCAPACITATED.) This durable power of attorney shall not be affected by the subsequent disability, incompetence or incapacity of the principal or by any lapse of time. (California residents see Warning below). Also, see below for additional execution requirements for durability.

*NOTE: *ADDITIONAL EXECUTION REQUIREMENTS FOR DURABLE POWERS OF ATTORNEY EXIST FOR CLIENTS RESIDING IN CERTAIN STATES. THESE ADDITIONAL EXECUTION REQUIREMENTS ARE SET FORTH IN DETAIL AT THE TOP OF PAGE 6 OF THIS POWER OF ATTORNEY. IF THE CLIENT'S STATE OF RESIDENCE CHANGES AFTER THE CLIENT HAS EXECUTED THIS DURABLE POWER OF ATTORNEY, THE CLIENT SHOULD CONSULT WITH HIS OR HER OWN LEGAL COUNSEL TO DETERMINE IF THIS DURABLE POWER OF ATTORNEY SHOULD BE RE-EXECUTED.*

I have inquired as to whether or not my agent and attorney-in-fact is registered (or is otherwise exempt from registration) with the Securities and Exchange Commission under the Investment Advisers Act of 1940 and with the appropriate state

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authority of my state of residence, where such registration would be required. In addition, I have investigated the business experience, qualifications and reputation of my agent and attorney-in-fact and am satisfied with the experience, qualifications and reputation of my agent and attorney-in-fact.

If I have appointed two or more agents and attorneys-in-fact, I hereby authorize them to act alone and without the consent of the other agent or agents, with respect to the powers granted above. In addition, I hereby authorize MLPF&S, MLLIC and MLLICNY to restrict my account(s), annuity contract(s) and life insurance policy(ies) from further activity in the event the agents enter conflicting or inconsistent instructions. I understand that my account(s), annuity contract(s) and life insurance policy(ies) may remain restricted until written instructions are received from me, the principal, or until joint written instructions are submitted by all of my agents.

MLPF&S, MLLIC and MLLICNY accordingly are authorized and empowered to follow the instructions of my said agent and attorney-in-fact with respect to the powers set forth and initialed above with respect to my account(s) at MLPF&S and my MLLIC and MLLICNY annuity contract(s) and life insurance policy(ies), provided such instructions and transactions are permissible under the terms of my applicable account agreement(s) with MLPF&S and my MLLIC and MLLICNY annuity contract(s) and life insurance policy(ies), and I hereby ratify and confirm any and all transactions, trades or dealings effected in and for my MLPF&S account(s) and with regard to my MLLIC and MLLICNY annuity contract(s) and life insurance policy(ies) by my agent and attorney-in-fact, and agree to indemnify MLPF&S, MLLIC and MLLICNY, their affiliates, officers, agents and employees of MLPF&S, MLLIC, MLLICNY and their affiliates and hold them free and harmless from any loss, liability, or damage by reason of any such transaction, trade or dealing, or by reason of any other matter or thing done by MLPF&S, MLLIC and MLLICNY, their affiliates, officers, agents and employees of MLPF&S, MLLIC, MLLICNY and their affiliates in and for my account(s) at MLPF&S and with regard to my MLLIC and MLLICNY annuity contract(s) and life insurance policy(ies) pursuant to instructions received from my agent and attorney-in-fact.

This power of attorney, authorization and indemnity is in addition to (and in no way limits or restricts) any and all rights which MLPF&S, MLLIC and MLLICNY may have under any other agreement or agreements between MLPF&S, MLLIC and MLLICNY and me, and shall inure and continue in favor of MLPF&S, MLLIC, and MLLICNY, their successors (by merger, consolidation or otherwise) and assigns.

This power of attorney, authorization and indemnity shall not be affected by lapse of time. It shall continue in full force and effect, and MLPF&S, MLLIC and MLLICNY, and their successors and assigns shall be indemnified in relying thereon, until MLPF&S, MLLIC and MLLICNY shall receive written notice of revocation thereof, signed by me; or in the event of the termination thereof by my death, or my mental incapacity (if I have not elected to make this power of attorney durable), until MLPF&S, MLLIC and MLLICNY shall have received actual notice thereof, and such revocation or termination shall in no way affect the validity of this power of attorney and my liability under the indemnity herein contained, with reference to any transaction initiated by my agent and attorney-in-fact, prior to the actual receipt by MLPF&S, MLLIC and MLLICNY of notice of such revocation or termination, as above provided.

To induce any transfer agent or other third party to act, I hereby agree that any transfer agent or other third party receiving a duly executed copy or facsimile of this power of attorney may act upon it, and that revocation or termination hereof shall be ineffective as to such transfer agent or other third party, unless and until actual notice or knowledge of such revocation or termination shall have been received by such transfer agent or other third party, and I for myself and for my heirs, executors, legal representatives and assigns, hereby agree to indemnify and hold harmless any such transfer agent or other third party from and against any and all claims that may arise against such transfer agent or other third party by reason of such transfer agent or third party having relied on this power of attorney.

I have read carefully the provisions of this power of attorney and understand that it authorizes my agent and attorney-in-fact, herein named, to exercise all rights and powers set forth and initialed above with respect to my account(s) with MLPF&S and my MLLIC and MLLICNY annuity contract(s) and life insurance policy(ies), and I understand that anything my agent may do in the exercise of such rights and powers is fully binding upon me.

I understand that MLPF&S, MLLIC and MLLICNY have not provided any advice that this power of attorney satisfies the requirements under the laws of the state in which it is to be effective, and if there is anything about this power of attorney that I do not understand, I should consult with my attorney for an explanation.

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NOTICE:

This is an important legal document. Before executing this Power of Attorney you should know these important facts:

1. Depending on the powers you have authorized for your agent and attorney-in-fact, this document may provide the person you designated as your agent and attorney-in-fact with broad powers including, but not limited to, the management, transfer, withdrawal, gifting or sale of the assets in your MLPF&S account and of your MLLIC and MLLICNY annuity contract(s) and life insurance policy(ies).
2. If you have selected durability (paragraph (d) under Part I or paragraph (i) under Part II), your agent's and attorney-in-fact's authority will continue notwithstanding your subsequent mental disability or incapacity.
3. You have the right to revoke or terminate this Power of Attorney at any time and any such revocation or termination shall be effective upon receipt of written notice by MLPF&S, MLLIC and MLLICNY.
4. If there is anything about this Power of Attorney you do not understand, you should consult with your own attorney.

Dated this 17th day of May, 2000.

WITNESSES* (one witness is always required, see below to determine if an additional witness is necessary):

Signature of Client/Principal

(1)

Title (e.g., Trustee, President, etc.) - IF APPLICABLE

(2)

CERTIFICATE OF ACKNOWLEDGEMENT OF NOTARY PUBLIC
*(see below to determine if notarization is required)

STATE OF _____
COUNTY OF _____ } ss.

On this, the _____ day of _____, _____, before me, _____,
a Notary Public in and for said County and State, personally appeared _____,
(name of client/principal)

☐ personally known to me or ☐ proven to me on the basis of satisfactory evidence to be the person whose name is subscribed to the within instrument and who acknowledged to me that she/he executed the same.

NO RAISED SEAL

(SEAL)

WITNESS my hand and official seal.

Notary Public

I hereby represent that I am familiar with and have reviewed the investment goals, guidelines and objectives of the client; and that I will invest consistently with his or her stated goals, guidelines and objectives.

Signature of Agent

299-54-8629
Agent's Social Security or Tax ID Number

Name of Agent's Employer, if any

Physician
Agent's Occupation

25750 Pennsauk Dr.
Agent's Address

Agent's Account Number(s), at MLPF&S, if any

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STATE SPECIFIC EXECUTION REQUIREMENTS FOR DURABLE POWERS OF ATTORNEY

IF THE CLIENT/PRINCIPAL IS A RESIDENT OF:

ARIZONA: This power of attorney must be notarized and witnessed by one person who is not the agent, the agent's spouse or the agent's child.

CALIFORNIA: This power of attorney must be notarized or witnessed by two individuals, other than the agent. Also, see attached Warning required by California Probate Code § 4128.

CONNECTICUT: This power of attorney must be witnessed by two individuals.

FLORIDA: This power of attorney must be witnessed by two individuals.

INDIANA: This power of attorney must be notarized.

MISSOURI: This power of attorney must be notarized.

NEW HAMPSHIRE: This power of attorney must be notarized.

NORTH CAROLINA: This power of attorney must be notarized and the client must register this power of attorney in the Register of Deeds and file it with the clerk of Superior Court in a county within the state, in order of preference, where (1) the client/principal has legal residence, (2) the client/principal owns property, or (3) the agent resides.

TEXAS: This power of attorney must be notarized.

SOUTH CAROLINA: This power of attorney must be witnessed by two individuals. Also, the client must record this power of attorney in the county where the client/principal resides at the time this instrument is recorded. In addition, the following probate clause must be completed by one of the above witnesses and notarized accordingly.

STATE OF SOUTH CAROLINA

COUNTY OF _____ } PROBATE

PERSONALLY appeared before me the undersigned witness who, being duly sworn, says that she/he saw the above-named Principal, sign, seal, execute, and deliver as his/her act and deed the foregoing Durable Power of Attorney for the purposes and uses herein described, and that she/he with the other witness above, at the request of the Principal and in the presence of each other, witnessed the execution thereof and subscribed their names as witnessed thereon.

_____
Witness

SWORN TO before me this _____

day of _____, _____

_____
NOTARY PUBLIC FOR SOUTH CAROLINA

My Commission Expires: _____

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NOTE TO ALL CALIFORNIA RESIDENTS: California law requires MLPF&S to provide this warning to you verbatim; however, certain sections of this warning may be inapplicable to this Power of Attorney. If there is anything about this Power of Attorney that you do not understand, you should consult with your own attorney.

FOR ALL CLIENTS WHO ARE CALIFORNIA RESIDENTS, PLEASE READ THE FOLLOWING WARNING WHICH IS REQUIRED BY CALIFORNIA PROBATE CODE §4128:

A durable power of attorney is an important legal document. By signing the durable power of attorney, you are authorizing another person to act for you, the principal. Before you sign this durable power of attorney, you should know these important facts:

Your agent (attorney-in-fact) has no duty to act unless you and your agent agree otherwise in writing.

This document gives your agent the powers to manage, dispose of, sell, and convey your real and personal property, and to use your property as security if your agent borrows money on your behalf.

Your agent will have the right to receive reasonable payment for services provided under this durable power of attorney unless you provide otherwise in this power of attorney.

The powers you give your agent will continue to exist for your entire lifetime, unless you state that the durable power of attorney will last for a shorter period of time or unless you otherwise terminate the durable power of attorney. The powers you give your agent in this durable power of attorney will continue to exist even if you can no longer make your own decisions respecting the management of your property.

You can amend or change this durable power of attorney only by executing a new durable power of attorney or by executing an amendment through the same formalities as the original. You have the right to revoke or terminate this durable power of attorney at any time, so long as you are competent.

This durable power of attorney must be dated and must be acknowledged before a notary public or signed by two witnesses. If it is signed by two witnesses, they must witness either (1) the signing of the power of attorney or (2) the principal's signing or acknowledgement of his or her signature. A durable power of attorney that may affect real property should be acknowledged before a notary public so that it may easily be recorded.

You should read this durable power of attorney carefully. When effective, this durable power of attorney will give your agent the right to deal with property that you now have or might acquire in the future. The durable power of attorney is important to you. If you do not understand the durable power of attorney, or any provision of it, then you should obtain the assistance of an attorney or other qualified person.

[redacted]

Condensed Transcript of the Testimony of

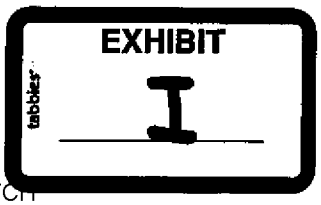
Gail Theresa Reese

Volume I

Date: May 27, 2015

Jennifer Sherman v. Sanford Sherman, et al.
Case No. CV 14 827479

Oasis Reporting Services, LLC
Phone: 702-476-4500
E-mail: info@oasisreporting.com
Internet: www.oasisreporting.com



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IN THE COURT OF COMMON PLEAS
CUYAHOGA COUNTY, OHIO

JENNIFER SHERMAN, Co-Executor of the Estate of Aliza Sherman, Deceased,

Plaintiff,

vs.

SANFORD SHERMAN, et al.,

Defendants.

Case No. CV 14 827479

DEPOSITION OF GAIL THERESA REESE
Taken on Wednesday, May 27, 2015
By a Certified Court Reporter
At 9:00 a.m.
At 400 South Seventh Street
Suite 400
Las Vegas, Nevada

Reported by: Marilyn Speciale, CRR, RPR, CCR #749

APPEARANCES:

For the Plaintiff:
JASON D. WINTER, ESQ.
Reminger Co., L.P.A.
101 West Prospect Avenue
Suite 1400
Cleveland, Ohio 44115
(216) 687-1311

For the Defendant (Via Video Conference):
BRIAN J. GREEN, ESQ.
Shapero & Green, LLC
25101 Chagrin Boulevard
Suite 220
Beachwood, Ohio 44122
(216) 831-5100

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LAS VEGAS, NEVADA, MAY 27, 2015
9:00 A.M.

GAIL THERESA REESE,
having been first duly sworn, was examined and testified as follows:

MR. WINTER: Before we commence today, Mr. Green, can we agree that today's proceedings will be governed by the Ohio Rules of Civil Procedure?

MR. GREEN: Yes.

EXAMINATION

BY MR. WINTER:

Q. Good morning, ma'am. My name is Jason Winter and I serve as legal counsel to Jennifer Sherman in her role as co-executor of the estate of Aliza Sherman, and we are here today in conjunction with Cuyahoga County, Ohio, Common Pleas Action 14 CV 827479, to take your deposition.

Before we go any further, would you state your full name for the record, including any middle name you may have, and spelling each of your names?

A. It's Gail, G-a-i-l, Theresa, T-h-e-r-e-s-a, Reese, R-e-e-s-e.

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Electronically signed by Marilyn Speciale (501-278-560-5148) 6de47a9d-aed3-4eec-9497-b232640c7ecf

Q. And is it Ms. or Mrs.?
A. Mrs.
Q. Mrs. Reese, have you ever sat for a deposition before?
A. No.
Q. Okay. Then what I'm going to do is cover some ground rules that will govern our discussion today to make sure that you and I are on the same page.
A. Okay.
Q. The first is that it's important that each of your responses today is audible in nature. While you and I and Mr. Green may be able to understand what a nod or shake of the head means, our fine court reporter here can't take that down. And so I'm going to request that you verbalize each one of your responses to my questions.
For similar reasons, it's important that you and I not speak at the same time. I don't think we're going to have a problem, already I can tell, but if at some point I interrupt you before you complete -- before you've completed one of your responses, please let me know that so that we can get your full answer before I start my next question.
A. Okay.
Q. Alternatively, there may be points in time

today where you can anticipate what your response will be to one of my questions before I've even finished the question. Nonetheless, I'm going to ask you to wait until I've finished my question before you start your response.
It's important that at some point if you recall information that makes one of your prior responses more complete or more accurate, that you let me know that so that we can go back and we can cover that area. Simply because we've already left one topic and moved on doesn't mean that I don't want to have your most complete and accurate knowledge on a given topic.
My job today is to ask questions that you understand. Your job, of course, is to answer those questions as best you're able. If at some point you don't understand a question that I ask, I absolutely do not want you to answer that question. Let me know that and I will find a way to rephrase the question so that you can understand it.
If at some point you need to take a break today, just let me know that, and I'll be happy to take as long of a break as you need.
And you understand that you're under oath today just as if you were in court?
A. Yes.

Q. And these ground rules that I've just covered, do you understand these and are you willing to abide by those ground rules today?
A. Yes.
MR. WINTER: Before we go any further, Mr. Green, I was getting a little bit of some noise from your end, so I just want to let you know that. It wasn't too much, but I don't know if you're hearing any feedback on your end.
Are you hearing us clearly?
MR. GREEN: Yes, you're pretty clear.
MR. WINTER: Okay.
THE WITNESS: May I ask a question before we start?
MR. WINTER: Sure.
THE WITNESS: Who is he?
MR. WINTER: I'm sorry. The attorney who is on the very big screen right in front of you, his name is Brian Green, and he represents Sanford Sherman in this lawsuit, and he may or may not have some questions for you once I am completed.
THE WITNESS: Thank you.
BY MR. WINTER:
Q. All right. Can you think of any reason, Mrs. Reese, that you are unable to understand the

questions I ask today or to provide accurate answers to those questions; for instance, are you under the weather today? Is there any reason you can think of that you may not be able to answer these questions today?
A. No.
Q. So you're comfortable proceeding with your deposition at this time?
A. Yes.
Q. Where did you grow up?
A. Oneida, New York.
Q. And I apologize, but can you tell me your date of birth?
A. January 4, 1948.
Q. Capricorn?
A. Yes.
Q. And what is your current address?
A. 2527 Starlight, all one word, Valley Street, Henderson, Nevada.
Q. What is the zip code there?
A. 89044.
Q. And for how long have you lived at that address?
A. About nine and a half years.
Q. Do you live there with anyone?
A. My husband.

Q. You are currently retired; is that right?
A. Yes.
Q. Is your husband also retired?
A. Yes.
Q. Okay. Did you graduate high school?
A. Yes, I did.
Q. Where did you graduate high school from?
A. Oneida High School.
Q. Upon graduation from high school, what did you do?
A. Went to business school for three months and then started working.
Q. And without us going too much into detail on it, can you give me an overview as to the types of jobs that you held while you were working during your working life?
A. Mostly clerk typist. Now it's an account -- what is it -- account executive or some fancy name we have for it now, but basically that's it. I worked in doctor's offices, but always on the paper side, not the medical side, until I moved out here.
Out here I worked for the university with the veterans, again doing paperwork.
Q. Okay. So you began work with Dr. Sherman in what year?

A. 1986.
Q. And prior to that, had you had occasion to work in doctors' offices before?
A. Yes. We moved to Cleveland from Illinois and I worked for a doctor, an internist, there for five years.
Q. Okay. And so if you were to estimate the number of years of experience working in a medical office prior to joining Dr. Sherman's practice in 1986, what would your best estimate be?
A. Five years.
Q. Five years? Okay. You worked for Dr. Sherman until when?
A. 2004, August, we moved out here. I went back, I think, twice, just for a couple of days, to catch up on insurance work. I did the insurance billing for the patients.
Q. And so would it be a correct understanding that you worked for Dr. Sherman's office for a total of approximately 18 years?
A. That's right.
Q. During those 18 years, did your job responsibilities evolve at all?
A. Yes.
Q. Okay. Can you walk me through what you began

doing when you started and how that changed over those 18 years?
A. Okay. When I first started, I was actually part-time. I processed the insurance checks. When the current executive secretary, whatever, she was also his ophthalmic tech, when she left, I kind of evolved into doing all of that kind of paperwork. By the time I left there, there was occasion when he would bring me his private checkbook, a stack of bills, and I would pay those also.
Q. Okay. When was it roughly -- well, let me ask you this: Did you at some point transition from being part-time to full-time?
A. Yes. I want to say maybe I worked two or three months part-time and then went full-time from then on.
Q. And so for in excess of 17 years you were full-time?
A. Yes. Yes, when I first started, they thought they could get away with part-time and then I just got -- they just got so busy, they needed someone doing the insurance work all the time.
Q. You indicated that there had been another employee who had been working there handling some of those responsibilities who ended up leaving. Is that

correct?
A. Yes.
Q. Do you recall that person's name?
A. Patricia, I think it was Oliver.
Q. Okay. Did you have a job title when you first began working for Dr. Sherman?
A. I mean he never gave me one. I guess you'd call me an insurance clerk. I don't remember him, you know, actually calling it by a name.
Q. Did Mrs. Oliver have a title when you began working there?
A. Well, she was his ophthalmic tech and pretty much his right -- well, when I came there was no one else but her and Pat -- I mean him and Pat, so pretty much probably was doing everything for him at that point.
Q. All right. And so when you say everything, you mean any insurance work, any paperwork that needed to be submitted?
A. Right, yes.
Q. Any office responsibilities?
A. Yes.
Q. And then Pat Oliver left pretty quickly and you assumed the responsibilities that she had?
A. Yes. I think she was gone within, I want to

say, a year from when I started.

Q. Okay. And so I understand you may not have thought about it for a while, but if we were to get into a little bit of detail concerning the different types of things you did in that role, we've already, I think, established that one of those was any insurance related paperwork, correct?

A. Yes.

Q. What else would you handle in your role as office -- office manager?

A. I did payroll, I typed. He dictated notes for the files, I typed those and, you know, put them in the files.

Q. So you did his typing?

A. Yes.

Q. Or transcription rather?

A. Transcription, yes. And, you know, sometimes I sat at the front desk and checked people in. Occasionally they needed a second set of hands holding a head or something and I would get called in to do that, but I did not have the training for that so that did not get too involved.

Q. Okay. And so literally anything that we could imagine that would need to be done in an eye doctor's office, other than actually treating the patients, you

handled. Is that a fair assessment?

A. Yes.

Q. Okay. Did you have access to the financial records of the business?

A. Basically, when the checks came in, I processed them, made a deposit and gave it to him. I'm not sure I ever knew what the balance was in the checkbook at that point. His checkbook, he had his own unique way of recording checks, and again, I never would have known an actual balance. You know, I would put it in my thing, mark how much it was for, and give it back to him.

Q. So let's make sure that I'm clear in my mind on this. During your time with Dr. Sherman, one of the things that you did is that you had some role in depositing checks that had been made payable to the business, for professional services that he had rendered, into the bank account of the practice. Is that true?

A. I prepared the deposits. I never deposited. They were always given to him and --

Q. Okay. And was there a checkbook or a ledger for the business as to deposits and balance that you had any involvement with?

A. I don't think so. I can't honestly remember

that I ever saw a balance sheet of the business itself.

Q. Okay. And so if I were to ask you whether you had any significant involvement with the banking on behalf of the business, the answer to that would be --

A. No.

Q. Okay. Now, I believe you indicated earlier that also at some point Dr. Sherman had you conducting some banking on his individual behalf. Is that true?

A. I never did the banking. He would bring me a stack of bills and his checkbook and say, "Would you write these out? I'll sign them and put them in the mail," and probably the last year that I was there we started doing that.

Q. All right. So sometime around 2003 to 2004 --

A. Right.

Q. -- Dr. Sherman asked you to undertake some activity relating to his personal bills. Is that correct?

A. Yes.

Q. Okay. And in that regard, he would give you the bills, he'd give you a checkbook, he'd say make out the checks so the bills are paid. You would present the checks to him, he would sign it, and then you would mail them?

A. Yes.

Q. Did you ever have any additional involvement with Dr. Sherman's personal finances beyond what you've just described?

A. No.

Q. Okay. Did Dr. Sherman receive individual or personal bank statements or investment account statements at the office?

A. I don't remember them. I want to say everything was -- I mean, his license and everything always had his home address on it. I think that was the address he used on everything, so no, I didn't see them. I'm sure I never saw those.

Q. Okay. So your best recollection is that Dr. Sherman would not have any personal mail come to the office, that that would have gone to his home and he may have brought in certain bills for you to pay?

A. No, he -- I'm sorry, say that again. I kind of lost my train of thought.

Q. Sure. So your best recollection is that Dr. Sherman did not have personal items, personal mail delivered to the office?

A. No, he did not.

Q. That to the extent that you ever saw those sorts of things, it's because he brought them in from his home and asked you to do certain things with them?

A. That's right.
Q. In your role handling the insurance related paperwork for the practice, did you ever have occasion to learn of any sort of disputes that Dr. Sherman's office was having with insurance companies relative to reimbursements?
A. No. If there was ever an issue why we didn't get paid, I usually handled it. I would call and find out if it was the patient's insurance, or whether it was how it was sent in, or if they needed additional -- say an operation report or something like that, but no, he never handled any of that.
Q. Do you recall there ever being any sort of inquiry from any governmental agency about any of Dr. Sherman's billing?
A. No.
Q. Do you have a recollection of any medical malpractice suits that were ever asserted against Dr. Sherman, whether they were a pre-suit claim or whether they actually went into the court system into a lawsuit?
A. He would let us --
MR. GREEN: Objection.
MR. WINTER: And from time to time Mr. Green will indicate that he has an objection, that's for the

record, and so once he's lodged that objection, you can go ahead and answer the question. Okay.
A. Sandy would tell us if someone -- because he would come in and, "Do you remember this, you know, this patient," always denying that he had ever done anything wrong, and I don't think any of them ever went to court, but there was no more than a handful of things like this that somebody just -- we're a suit society, I mean.
BY MR. WINTER:
Q. Okay. And so you don't have any recollection of any particular dispute or lawsuit having any more significance than the others?
A. No, absolutely not.
Q. Do you recall --
MR. GREEN: Objection.
BY MR. WINTER:
Q. Do you recall any particular claim or lawsuit causing Dr. Sherman to change the way that he did business at all?
A. No.
Q. What was it, Mrs. Reese, that led to your departure from Dr. Sherman's practice in 2004?
A. My husband was -- got a job at the University of Nevada Las Vegas, and we always wanted to live out here, and that seemed the time to do it, so --

Q. And you informed Dr. Sherman of this at some point?
A. Yes.
Q. Presumably?
A. Yes.
Q. And share with me what you remember about the point in time when you informed Dr. Sherman of your departure.
A. He informed me that the office would have to close because he couldn't function without me. I explained to him that that was ridiculous, and he closed down the office. He shut everything down and --
Q. Okay. Did Dr. Sherman provide any more specifics as to exactly why it was that he considered you to be so indispensable to the continuing operation of the practice?
A. He told me that we had worked together so long, he thoroughly trusted me with what I did and he would have to start all over again, and didn't want to, you know, try to find someone that he could hand all this stuff off to. I mean, I guess I should have been honored, but the bottom line is it was -- anyone could have done that job, but he just decided he was done.
Q. Did Dr. Sherman ever tell you at any point, either then up until now, that there was a different

reason for him closing the office other than you departing?
A. No.
Q. If you were to approximate, how many times over the years has Dr. Sherman repeated to you that the reason that he closed his office was because you left?
A. I was only told that as long as I worked for him. I mean, he's called since then, but that wasn't what we discussed. It was -- the discussions usually led to where is paperwork, where did we stick this in the basement, you know, who do I call to do this, and for a while that was fine that he called.
Q. Did he repeat to you more than once that the reason that he closed the office was because you left?
A. Just while I was there and in the process of closing it down.
Q. Okay. And was it once, twice, many times that he told you that while you were still there closing the office?
A. The day I gave my notice it was all afternoon, but after that I think he just, you know, he mentioned it from time to time but --
Q. It was something that when he communicated that to you, it was clear to you that he believed that firmly, that he needed you to continue?

A. Yes.
Q. So I think you indicated earlier that when you moved out here with your husband in 2004, that you also worked for some period of time. Is that right?
A. Here?
Q. Yes.
A. Yes. I went to work for the university the end of that year.
Q. And for how long did you work at the university?
A. I worked ten years and two weeks.
Q. Was that your last position before you retired?
A. Yes.
Q. And what did you do during that ten years and two weeks?
A. I worked in the veterans office doing paperwork for their education benefits, keeping them paid and everything certified.
Q. Okay. You indicated earlier that one of the statements that Dr. Sherman made to you when you informed him that you were leaving was that he trusted you. Is that correct?
A. Yes.
Q. In your experiences with Dr. Sherman over

those 18 years, was he reluctant to allow somebody who he didn't know well or trust to be involved at all with his business?
A. I guess I'll have to say yes, because he never brought anybody in. I mean, we hired ophthalmic techs from time to time, but that's all they did for him. They never got into the other side of it.
Q. In terms of your tenure with Dr. Sherman, presumably you were compensated as an employee of the business and you received a regular paycheck. Is that true?
A. That's correct.
Q. In addition to that, did Dr. Sherman ever provide you with performance bonuses or bonuses of any sort?
A. Yes, we got a bonus every Christmastime. Well, we did for a while, and they were based on a profit sharing. Then at the point there weren't profits, I was told they're done, so --
Q. In addition to your salary, and in addition to the bonuses when they would be paid, was there any sort of other financial benefit that flowed to you from working with Dr. Sherman? In other words, did he ever buy you gifts or fund certain things, any other moneys that came to you from your working relationship with

Dr. Sherman other than what you've already told me?
A. Secretary day, we got gifts, but a side to that is that I had to go out and buy them for everybody, and so I think it was just, oh, I'm supposed to do this, it's secretaries day. But no, he never -- there was never a reason to pay anything for me or --
Q. So if he had a secretary, you were the secretary and you bought your own gift?
A. Yes, that was pretty much it, yeah. But the good part about that is you go and get what you want.
Q. You indicated earlier that you were told at some point by Dr. Sherman that the performance of the business no longer permitted the payment of bonuses. Is that correct?
A. That's right.
Q. So if we back up and we talk about the fact that he closed the practice down when you left, did you ever have a different opinion as to why the business closed down other than you leaving?
A. The business was -- had just diminished to just a handful of patients. We weren't bringing in new patients. I think maybe the last year he even stopped doing surgery. I don't -- or if he did, it was very rarely.
Q. And based on what you saw at that time, what

do you attribute the decline in the patient census to?
A. My personal opinion, that he just kind of lost interest, that he was there less and less in the office, and if there's no doctor there, you don't see patients, so --
Q. Did Dr. Sherman ever indicate to you in any way that the reason that he closed the practice was because he had medical issues that prevented him from practicing anymore?
A. Not while we were -- no. Uh-uh. No.
Q. Do you recall when it was, relative to when you left, so you leave in 2004, do you recall when it was that you stopped getting Christmas bonuses?
A. I want to say maybe the last three years, three or four years. It may not have been that long, but it seems like that was about it.
Q. You, yourself, Mrs. Reese, have you ever been involved with a lawsuit personally?
A. No.
Q. Have you ever had to testify in a case before?
A. No.
Q. How was it that you met Dr. Sherman?
A. I answered an ad in the paper.
Q. And if I suggest to you that Dr. Sherman and Aliza Sherman were married in 1982, and you started in

1986, he would have been married for a few years before you started, is that consistent with your recollection?

A. Yes.

Q. And do you remember if he had any children when you started working or did he have children after you started working?

A. I think Jason was born and maybe Jennifer. I think I started right after Jennifer was born. I know there's another one and then the baby, I remember the baby. I don't remember the other one, but he must have been after I was there.

Q. While you were working for Dr. Sherman, did you consider him, in addition to being your employer, to be a friend?

A. Yeah, I guess. I mean, I felt that if I needed something, I could go to him and he would probably help me out but --

Q. Did you ever do that, did you ever need to go to him for assistance?

A. No. No.

Q. Did he ever ask you for a personal favor of any sort?

A. No.

Q. How often would you socialize with the Shermans while you were working for him?

A. Christmas party. Sandy occasionally would join us in a happy hour, but that was very rare also. But Aliza I never saw other than Christmas parties, or if she came in the office, obviously.

Q. How often do you remember her coming into the office?

A. Not very often. She was busy with the kids and on occasion she'd pop in, but --

Q. And so if I understand the testimony, one circumstance whereby you would have had an opportunity to socialize with Dr. Sherman and Aliza would have been at the annual Christmas party?

A. That's right.

Q. And another circumstance would have been if Dr. Sherman would show up at an employee happy hour?

A. Right.

Q. Would Aliza ever come to happy hours?

A. No.

Q. And beyond that, if Aliza had stopped up at the office, you would have had a chance to interact with her?

A. Oh, absolutely.

Q. Over the course of your 18 years working for Dr. Sherman, can you approximate for me how many times you think Aliza stopped by and interacted with you in

any way at the office?

A. Probably not more than two or three times a year.

Q. Do you recall ever -- well, let me ask a different question.

When you would interact with Aliza at the office, would it be an exchange of, "Hi, how are you? How are the kids doing?" that sort of thing?

A. Yes.

Q. Was it ever anything that was more serious or meaningful than that or was it just the exchange of pleasantries?

A. Just the exchange of pleasantries as being his wife and she came to see him. You know, if she had to wait for him because he was with a patient or whatever, we would chitchat, but again, it was just general, "How are the kids."

Q. Did you and your husband ever go to dinner with the Shermans?

A. Occasionally. Oh, I'm sorry, I guess I did interact with them. On my birthday, a few times they took Dave and I out.

Q. And did you ever go over to the Shermans' home at all?

A. Only once the practice was settled because

that's where we had moved all the paperwork and I needed to go there to finish up whatever needed to be done, but no, otherwise, no.

Q. So that would have been not until the end of 2004 that you ever went to the Shermans' home. Is that correct?

A. Right. I think September -- I might have gone back once in August and once in September, and then it just wasn't cost efficient for him to pay me to fly back so --

Q. Okay. But other than 2004, you never went to the Shermans' home?

A. No.

Q. Do you recall Dr. Sherman ever complaining of a pain in his hip?

A. No.

Q. Do you recall Dr. Sherman ever exhibiting an unusual gait or walking pattern?

A. No.

Q. Do you recall Dr. Sherman ever complaining about issues with his back or his discs in his back?

A. No.

Q. Describe for me the level of contact you've had with Dr. Sherman since you moved to Las Vegas, or, excuse me, to Nevada in 2004?

A. He called several times right after I left, mainly because he needed to renew a license or something and where did we put the paperwork, who did I contact, how did I handle it, because I used to -- he'd bring the paperwork in, we'd fill it out, he'd sign it and send it, so I explained all that to him.

After that the calls were just more, "Hi, how are you?" You know, he loved to make sure that I was not gaining weight and not doing this and not doing that. He called and asked about our daughter and my husband, and then lately, maybe the last year or so, he-- when they decided to get divorced, he would call and want me to explain to him how she could possibly want to leave him, and that she was trying to take him for everything, and you learn to take a lot of what Sanford said with a grain of salt.

So at one point he asked me to call him back and think about why she would leave, and I stopped calling at that point. I did not want to be involved. I didn't feel I knew any reason to be involved, and he calls from time to time now. If I see the number on the caller ID, I do not answer the phone.

Q. So I have some follow-up questions based on what you just shared with me.

You indicated that during the course of the

divorce proceedings, that Dr. Sherman had called you and had discussed with you certain things about how the divorce was proceeding. Is that correct?

A. He just explained to me that his theory was that she got with her girlfriends, who were divorced, and they filled her head with she could have everything, and he just went on and on, and I just did not want to be involved in it. I didn't -- I felt he was telling me things I never needed to know. They were fine as far as I knew as long as I worked for him, so when he did call, I was quite surprised that this is where we were going, but --

Q. Did Dr. Sherman indicate to you at that time that Aliza was trying to take everything?

A. That was his -- I don't know how well you know this man. He tends to exaggerate things when he talked to me. He would tell me things and then later I would -- he would do something totally opposite of what he said, and I'm like, okay, that doesn't jibe. So I just kind of learned to let it flow over my head and --

Q. Well, so let me ask you this: What exactly did he tell you about what Aliza's posture was in terms of the divorce?

MR. GREEN: Objection.

BY MR. WINTER:

Q. Go ahead.

A. He just, you know, said that she wanted more than he wanted to give her and he just -- he was very upset about it all. Again, I just didn't think I needed to be hearing this.

Q. How many times do you think you had that discussion with Sanford Sherman?

A. I think he called twice.

MR. GREEN: Objection.

A. The second time was to tell me to call him back and explain why she would do this. And first off, I never knew her well enough to know what she was thinking or her girlfriends or anyone other than that, and at that point I never called him back after that, and I haven't taken a phone call since.

BY MR. WINTER:

Q. Okay. Now, you indicated that you took what he said with a grain of salt and that he tended to exaggerate things. So let me ask you this: Do you personally have an opinion as to Sanford Sherman's truthfulness?

A. I think there was always a grain of truth in what he said. Sometimes it just would be more verbose than it needed to be I guess is how to put it.

Q. Do you believe him to be a truthful person?

A. For the most part, yes.

Q. What other sorts of things, in your experience, did you find that he exaggerated, aside from what he told you about the divorce proceeding? What other topics or areas when he was discussing it would he exaggerated?

A. As far as the divorce?

MR. GREEN: Objection.

BY MR. WINTER:

Q. No, aside from the divorce. For instance, in your role as his office manager, and you're dealing with him day to day, would he exaggerate when he would speak about the business of the office, about other things, any other areas where you found him to exaggerate the truth?

A. It's just hard to pull something out.

Q. Sure.

A. I can't think of anything specific, but he just -- that was just Sanford. You just knew that was -- you never knew quite to the extent what he told you was -- I think in his mind he probably thought it was the truth, but things that you knew afterwards were what he said didn't really happen quite that way.

Q. I am going to ask you whether you recognize some names.

A. Okay.
Q. Morris Dorfman -- Dorfsman?
A. Yes.
Q. Okay. Who is that?
A. Morris. One of them -- he may have been Aliza's cousin, or some relation, or he was just one of his friends. There were so many of them, I don't remember specifically who he is, but the name is definitely familiar.
Q. Do you recall any sort of disagreements between Mr. Dorfsman and Dr. Sherman at any point?
A. No.
Q. Does the name Lindsay Rosen mean anything to you?
A. No.
Q. Have you ever heard the name Mary Skeirik, S-k-e-i-r-i-k?
A. No.
Q. Larry Schanker?
A. I remember that name, but I couldn't tell you who he is, but I've heard that name.
Q. Do you recall him to be a close friend of Dr. Sherman's?
A. I don't recall.
Q. Danny Heglaw, H-e-g-l-a-w?

A. Yes, I know Danny. Danny was always invited to our Christmas parties, that's how I knew Danny.
Q. Share with me what you know about Danny, who he was, what he did, and how Dr. Sherman knew him.
A. I think he was an anesthesiologist at the hospital where Sandy did a lot of his surgeries. Air Force, Army. I know he'd probably not appreciate that I couldn't remember because he'd come to our Christmas parties in his full dress. I think he was still in the Reserves at that time.
Q. By chance are you thinking of Steven Greene?
A. Oh, I am. I'm sorry.
Q. Okay. No problem.
A. Oh, Danny, he was the policeman. Okay, I'm sorry. You're right.
Q. So we'll get to Mr. Greene in a minute, but Danny Heglaw, you recall him to be the policeman?
A. Yes.
Q. What do you know about how Mr. Heglaw knew Dr. Sherman and how often he was around?
A. I'm not sure I ever knew how those two met. He would pop in the office every once in a while, or Sandy would mention that they did something after office hours.
Q. Do you recall Mr. Heglaw ever giving

Dr. Sherman a gift of any sort?
A. No.
Q. Steven Greene, you started to describe him.
A. I'm sorry, yes. He was the one that came to the Christmas parties, he and his wife.
Q. Was Mr. Greene a close friend, as far as you understood it, of Dr. Sherman?
A. Yes.
Q. What about James Surso, S-u-r-s-o?
A. I don't know that name.
Q. If I were to indicate to you that Jim Surso was a physician and had worked in the Louisiana/Alabama area at some point, does that ring a bell at all?
A. Not at all.
Q. Ed Weiskopf?
A. No.
Q. And so of the names that I've mentioned here, do I understand your testimony correctly that it would have been Steven Greene who would have been the closest with Dr. Sherman?
A. I would say so. Probably Danny was a close second but Steve.
Q. What about Les Keller?
A. I've heard that name but I don't remember. I can't remember why I would know or what he was to Sandy.

Q. If I were to suggest to you that he owns a jewelry store, does that ring a bell at all?
A. No. Not specifically, no.
Q. So other than the two conversations that you detailed for me earlier, you had no other communications with Dr. Sherman during the course of his divorce proceedings, correct?
A. That's correct.
Q. And when he had reached out to you at that point, you stopped taking his phone calls and haven't spoken with him since?
A. That's correct.
Q. Has he attempted to communicate with you in any way in writing, whether it be by e-mail or in a letter or anything like that?
A. No.
Q. Did you communicate at all with Aliza Sherman during the course of the divorce proceedings?
A. No.
Q. Did she ever try to reach out to you to talk?
A. No.
Q. Did anybody on her behalf try to reach out to you to talk?
A. No.
Q. You indicated that Dr. Sherman had called you

at some point to inquire as to where certain materials might be?

A. This was right after we left, he was -- you know, he had done all his CME credits to keep his license going. When that came due, it was, "How do I do this?" You know, he wanted me to go on the website, which I promptly gave him and told him how he could do that, but it was just basically things from work and where might we have put them when we moved it all over there.

Q. Okay. Where were the business records for the practice kept?

A. The business records? You mean the insurance records and that or --

Q. Sure, and let's break this down. Let's first talk about when you were there and the practice was operating. Was there any sort of off-site storage for records of any sort, whether it be patient records, billing records, any sort of records for the business?

A. Not that I knew of, no.

Q. And while you were there, were all of those records kept on the premises of the practice?

A. Yes. I mean, something to do with setting up the business or any of that, I never saw any of that. They may have been there and under lock and key, but I

never saw them.

Q. When the practice was shut down, what happened to the records?

A. Everything was boxed up and moved to his home.

Q. And no other location, to your knowledge, ever had any of his business records other than them being at his home?

A. No. He was very worried that he needed to keep these records in case he needed them for some reason and they all went in his basement.

Q. Okay.

A. We moved all the files and put them under lock and key so everybody stayed out of them.

Q. Do you -- do you recall Dr. Sherman ever expressing to you in any way concerns about his tax obligations and whether or not he was complying with his tax obligations?

A. No. That was all done with his accountant. I never saw tax papers.

Q. Do you know who his accountant was?

A. It was Bob -- I just cannot remember his last name.

Q. Okay.

A. He's over on Chagrin. That's the best I can do for you at the moment. I can't remember his name.

He's an elderly gentleman. I've been out here almost 11 years. I doubt -- he may very well be no longer in practice.

Q. During your interactions with Dr. Sherman, the two occasions where he talked with you about the divorce, did he ever suggest to you that he was concerned that if Aliza got her way, that he may have to go back to work?

A. No.

MR. GREEN: Objection.

BY MR. WINTER:

Q. Did you understand Dr. Sherman to be a frugal person or did you find him to be a generous person? How would you characterize his spending habits?

A. Oh, he was generous but he seemed to -- I mean, an example, when they bought their home, he told me they paid cash, so I had to believe that he was very frugal with the money coming in. You know, normally the normal person doesn't do that. And if he bought a car, he'd always tell me he paid cash, but, you know, he would, like I said, he spent much money on secretary day things for whoever happened to be in the office.

To back up, there was one occasion when he did take me out for a birthday, and I want to say it was a biggy, so it was probably my 50th. He bought me a pair

of earrings that he and Aliza gave me, but --

Q. While you were working with him, did you ever know him to spend time in the State of Florida?

A. When his mom was down there, he would go down and visit her.

Q. And would that be for a few days at a time or would he spend extended periods of time in Florida while you were working for him?

A. While I was working for him, it was -- a lot of times it was at Christmastime. He took Christmas and New Years, he shut the office down, and the family would go down. He and his brother would go down occasionally for maybe a long weekend, but he was never out of the office for that much -- for any extended time.

Q. Is it your recollection that while you worked with Dr. Sherman, that you were unaware of there being any sort of marital issues between he and Aliza?

A. Yes. It was never brought into the office. The first I heard about it was when he started calling me and --

Q. Did you ever know or have suspicion that Dr. Sherman was having an affair?

A. No.

MR. GREEN: Objection.

MR. WINTER: Brian, I believe there was a

document e-mailed to you earlier today. Is that correct?

MR. GREEN: Yes.

BY MR. WINTER:

Q. Okay. Mrs. Reese, I'm going to hand you what has been marked for purposes of your deposition today as composite Exhibit Number 1. It consists of 20 pages, and for the record, I myself handwrote in at the bottom right of each page numbers 1 through 20 so that it would ease our process here as we talk about these, and there are several documents contained in this composite exhibit. So what we'll do is we'll deal with one of the documents at a time and then we'll work through the composite exhibit.

(Exhibit 1 was marked.)

BY MR. WINTER:

Q. I'm going to direct your attention initially to the first seven pages of that composite exhibit. I'm going to ask you to take a look at that document, and when you've finished reviewing it, to let me know that you've done that.

A. (Witness examined document.)

Q. Okay?

A. All right.

Q. All right. Have you ever seen that document

before?

A. I must have at least seen the page that my signature is on, but I don't remember it.

Q. Okay. And if you refer to the bottom right corner and the numbers there at the bottom right corner of each page, which page number would contain your signature?

A. Page 5.

Q. Okay. So if we look at Page 5 of composite Exhibit 1, your signature is located in the top half of that page. Is that correct?

A. That's correct.

Q. And it is under the section titled Witnesses and the number 1. Is that right?

A. That's right.

Q. And that says Gail T. Reese, is that right?

A. That's right.

Q. And that is your signature?

A. It is.

Q. Do you recall signing that document?

A. No, I do not.

Q. Do you recall whether Aliza Sherman was present or not when you signed that?

A. I don't remember. Sorry, it was 15 years ago. I do not remember.

Q. It is possible that she was there, it's possible that she wasn't there?

A. That's correct.

MR. GREEN: Objection.

BY MR. WINTER:

Q. And had Dr. Sherman come into the office and asked you to sign a document and indicated to you that Aliza Sherman had signed it at home and that it needed to be witnessed, that would not be unusual or out of the ordinary?

MR. GREEN: Objection.

A. I guess it could have happened. I just don't remember ever doing any of this.

BY MR. WINTER:

Q. Okay. Let's back up. During the course of your responsibilities at the office, Dr. Sherman on a regular basis would provide you with documents and ask you to sign them. Is that true?

A. I can't remember any documents that he would have brought that needed my signature. I mean, I wasn't an officer of his business, and I don't remember him bringing anything from home. I really don't.

Q. So it would have been an unusual occurrence for you to witness a document like this?

A. I would say so.

MR. GREEN: Objection.

BY MR. WINTER:

Q. And you have no recollection of an event on May 17th of 2000, where Aliza was in the office and you signed that?

A. I do not remember.

Q. Okay. And so we're clear, it is possible that Dr. Sherman would have brought this to you and said, "Listen, you know, Aliza signed this at home, would you witness this for me," and you would have done that if he had asked?

A. I probably would have.

MR. GREEN: Objection.

MR. WINTER: Did you get a response?

THE REPORTER: "I would have."

A. Yes.

MR. GREEN: Just so we're clear, she said, "I probably would have."

BY MR. WINTER:

Q. Now let's turn to Page 8 of composite Exhibit 1. That's a one-page document. Have you ever seen that document before?

A. I have not.

Q. And your signature is nowhere on that document?

A. No, it is not.
Q. Let's turn to Pages 9 through 12, which appears to be the Transfer on Death Agreement. Have you ever seen that document before?
A. I have not.
Q. If we turn to Page 12, it appears that in the middle of that page there is a notarization and that this document was notarized by somebody named Darlene Morganti. Do you see where I'm referring to?
A. I do.
Q. Do you know who Darlene Morganti is, or have you ever heard that name before?
A. I have never heard that name.
Q. Prior to this case, Mrs. Reese, had you ever heard anyone refer to a Merrill Lynch account that was held in the name of Aliza Sherman or Sanford Sherman?
A. No.
Q. And so you don't recall Dr. Sherman ever referencing in any way a Merrill Lynch account while you were working with him?
A. No.
Q. During the course of you handling the paying of his bills, or at least the filling out of the checks that he would sign to pay bills, do you recall him ever providing you with any documents or item that had the

name Merrill Lynch on it or referred to a Merrill Lynch account?
A. No. The bills I paid were household bills. I don't remember anything personal for him, a visa account, you know, the water bill or whatever, that type of thing.
Q. Let's look at Page 13 of composite Exhibit 1 now. And this purports to be a letter to a Mr. Stephen Spiegle at Merrill Lynch with the purported signature of Aliza Sherman revoking a power of attorney.
My question to you is, first of all, on July 7, 2004, you were still in the employment of Dr. Sherman. Is that right?
A. Hum -- I want to say the last time I was actually in his office was June, because we moved in July out here so that we could start work August 1st or the beginning of August. It was right in that time period.
Q. Okay. Had you ever heard the name Stephen Spiegle?
A. No.
Q. Did you understand that Dr. Sherman had any contact with anybody at Merrill Lynch while you worked for him?
A. Not that I knew of.

Q. Did you have any awareness of a power of attorney being executed by Aliza Sherman in favor of Dr. Sherman?
A. No.
Q. So Aliza Sherman, whenever you would interact with her, she never brought up the fact that there was a power of attorney that she had executed?
A. No, absolutely not.
Q. Let's put that document aside, and now let's look at Pages 14 through 20 of composite Exhibit 1. And I'll represent to you that this purports to be a second power of attorney executed by Aliza Sherman in favor of Sanford Sherman dated December of 2004.
If you turn to Page 18, under the witness line, there appears to be a name Mark Martin. Do you see that?
A. I do.
Q. Do you know who Mark Martin is?
A. I have no idea.
Q. You have never heard that name before?
A. Never heard that name.
Q. Do you recall in 2004 Dr. Sherman making a statement to you concerning a power of attorney?
A. No.
Q. Did you ever -- did you ever hear Dr. Sherman

make any statement whatsoever that he was concerned about his assets being reached by creditors or patients in malpractice suits or anything like that?
A. No.
Q. Are you able to recognize Dr. Sherman's handwriting?
A. I think so.
Q. Is that something that you had daily contact with during the 18 years that you worked for him?
A. Yes. And we had a rubber stamp of it for insurance purposes.
Q. Okay. And so if called upon, you believe that you would be able to identify his handwriting?
A. I would think so.
Q. I may have asked you this earlier, I apologize. Was one of your job responsibilities that you would do the typing that was necessary for the practice or Dr. Sherman?
A. Probably the most typing I did was insurance forms and his little synopsis of the patient visit. We didn't do that in the very beginning, but when the medical practice people decided they needed to be able to read, you know, his notes, then I started typing them in.
Q. What -- what banking institutions do you

recall either the practice or Dr. Sherman having accounts with during your tenure?

A. I couldn't name one bank from back there right now. I'm sorry. I think -- oh, I think there was a shopping mall right behind the office and I want to say there was a branch of it there, but I couldn't tell you what the name of it is right now.

Q. Did you ever know Dr. Sherman to travel outside of the country?

A. Um, the family went down to the Bahamas from time to time that I knew of, but other than that, no. But when he went, it was a family thing. I don't remember him ever going by himself.

Q. Okay. If we can go off the record for a couple of minutes, I want to review my notes. I may be wrapping up.

(Recess taken.)

MR. WINTER: I just have a couple of more questions, Brian, and then if you have anything, you can go ahead and then we can wrap up.

Back on the record.

BY MR. WINTER:

Q. Mrs. Reese, just a couple of more questions before I finish. In your experiences with Dr. Sherman, did he tend to carry cash on him or did he tend to pay

by credit card for a lot of things?

MR. GREEN: Objection.

A. Probably both. I don't remember him having huge amounts of cash but --

BY MR. WINTER:

Q. In terms of the Sherman family finances, from your interactions with Dr. Sherman, did you ever gain any sort of understanding as to who in the household controlled the finances?

A. Wow. I guess I would say Sandy did. I mean, just he was the one earning them at the time. I mean, I know he would say Aliza went shopping and stuff, so I don't think there was ever issues of him not giving her money to do things, but I would say that he probably knew more about it than she did, but I could be totally wrong. I never saw any of their personal interactions and life about that sort of thing.

Q. That was just the impression you got?

A. Yes.

MR. WINTER: Mrs. Reese, I have nothing further. Mr. Green?

MR. GREEN: Yes, just a few questions.

EXAMINATION

BY MR. GREEN:

Q. Mrs. Reese, earlier in the deposition

Mr. Winter showed you the composite exhibit and in particular Page 5 of that exhibit. If you'll take a look at that, that's the one that bears your signature.

A. Okay.

Q. And I want to make sure that I'm very clear on that. When you say that you don't recall seeing certain other pages of that document -- let me strike that.

Mr. Winter asked you about certain other pages in the document, the pages that follow Page Number 5 and you said that you did not see those?

A. That's correct.

Q. I want to make sure that we're clear that there's a distinction between whether or not you did not see it or whether you do not recall seeing it?

A. Well, it's obvious I saw it. My signature is on it. I do not recall it being in front of me, how many pages of it there were or any of that. I'm sorry, it's just too long ago.

Q. And I understand that you don't recall signing it, and then you also said that you do not recall whether Aliza was present when you signed it. Do you remember saying that?

A. That's correct.

Q. But your testimony under oath is not that Aliza wasn't there, you just simply don't recall it?

A. That's correct.

Q. In the course of your dealing with Dr. Sherman, do you have any recollection of any time where he asked you to witness a document for somebody who was not present?

A. I do not remember. I don't remember that happening.

Q. Would it be your practice to sign a document as a witness when the party that was signing it was not there present in front of you?

MR. WINTER: Objection.

A. In this case, in 2000, I probably, if he had given it to me and said she asked me to witness it, I probably would have signed it without her being there, because I had no idea there were any issues between them and, yeah, but again, she could have been standing right there when I signed it. I just do not remember.

MR. GREEN: All right. I don't have any further questions.

MR. WINTER: Okay, Mrs. Reese, I want to thank you for your time.

Under the Ohio rules, which are governing this deposition, you have a couple of options. First, you can waive your right to review the transcript to make sure that our fine court reporter took everything down

accurately, and if that's the case, you'll have no further involvement with this.

Alternatively, you have the right to review the transcript to ensure that what you have said and what we have said has been transcribed correctly. You can't change your testimony. It's simply to make sure that it's been transcribed accurately. If you wish to do that, you need to let the court reporter know that and the court reporter will send you a copy of the transcript and then you'll have 30 days to review it and to mail it back to the court reporter noting any errors that were made in the actual transcription of what was said here today.

So at this point what you need to do is let the court reporter know whether you just want to waive a reading or whether you want to actually read it.

THE WITNESS: I've never done any of this. Is this something that normally people do want to look at or --

MR. WINTER: I will tell you, and Mr. Green, you can volunteer, most people who are not a party to a lawsuit, and that would be you, waive it. But you have the right to review it if you want to.

THE WITNESS: Yeah, I don't need to see it.

MR. WINTER: Okay. So the record will reflect

that she's waived that, and with that being said, I believe we're concluded for the day.

All right. Thank you, Mr. Green. Thank you everybody.

THE REPORTER: Mr. Green, do you want a copy of the transcript?

MR. GREEN: I'll let you know. Can you just give me an estimated cost on that?

THE REPORTER: Yes. Do you want me to send it to you?

MR. GREEN: You can e-mail it to me.

THE REPORTER: Okay, we'll send you an estimate then.

(Whereupon, the deposition was concluded at 10:12 a.m.)

CERTIFICATE OF REPORTER

STATE OF NEVADA)
) ss.
COUNTY OF CLARK)

I, Marilyn L. Speciale, a duly certified court reporter licensed in and for the State of Nevada, do hereby certify:

That I reported the taking of the deposition of the witness, GAIL THERESA REESE, at the time and place aforesaid,

That prior to being examined, the witness was by me duly sworn to testify to the truth, the whole truth, and nothing but the truth;

That I thereafter transcribed my shorthand notes into typewriting and that the typewritten transcript of said deposition is a complete, true and accurate record of testimony provided by the witness at said time to the best of my ability.

I further certify (1) that I am not a relative, employee or independent contractor of counsel of any of the parties; nor a relative, employee or independent contractor of the parties involved in said action; nor a person financially interested in the action; nor do I have any other relationship with any of the parties or with counsel of any of the parties involved in the action that may reasonably cause my impartiality to be questioned; and (2) that transcript review pursuant to NRCP 30(e) was not requested.

IN WITNESS WHEREOF, I have hereunto set my hand in the County of Clark, State of Nevada, this 14th day of June, 2016.

MARILYN L. SPECIALE, CRR,RPR,CCR#749

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Merrill Lynch Client Relationship Agreement

Primary Group Representative Number: Ca17568664

Client

Client 1 Name: Aliza C Sleeman
Social Security Number: [redacted] Check if TIC ☐
Mailing Address: 25 30 Pensylvest Dr
City, State, Zip Code: Beachwood OH 44122

Client 2 Name:
Social Security Number: Check if TIC ☐
Mailing Address:
City, State, Zip Code:

Note: If you are a natural resident alien with a duty to withdraw, by the IRS, you must cross out the section of the Tax Certification Section as an individual (not Client 1 or 2) the "Tax Identification Number as IRS" a Social Security Number.

Cash

Please specify which of the following you would like to establish, even if not funding now.

	Cash	Margin	Type	Check if Client 1	Check if Client 2	If Yes, Initial Below
Core Account	☑	☐	Individual	☐	☐	
			Joint Tenants with Rights of Survivorship	☐	☐	
			Tenants in Common	☐	☐	
			Community Property	☐	☐	
Second Account	☐	☐	Individual	☐	☐	
			Joint Tenants with Rights of Survivorship	☐	☐	
			Tenants in Common	☐	☐	
			Community Property	☐	☐	
Third Account	☐	☐	Individual	☐	☐	
			Joint Tenants with Rights of Survivorship	☐	☐	
			Tenants in Common	☐	☐	
			Community Property	☐	☐	

Primary Group Representative Number: Ca17568664

Options

Please indicate the Client to which you would like each Option Account to be linked.

	Security Name	Margin Status (Margin Required)	Client 1	Client 2	Account Number (Always Use Prefix)
First Centralist Account			☐	☐	
Second Centralist Account			☐	☐	
Third Centralist Account			☐	☐	

Retirement

Please indicate the Client to which you would like each Retirement Account to be linked.

	IRA	Roth IRA	SEP IRA	Account Number (Always Use Prefix)
Retirement Account for Client 1:	☐	☐	☐	
Retirement Account for Client 2:	☐	☐	☐	

* Designating a beneficiary has important consequences. We urge you to discuss with your Merrill Lynch Financial Advisor before completing your account. Remember to update the ownership/named below as primary beneficiary(ies) as a result payment of the balance of any Retirement Account.

** If more than one primary beneficiary is named, the share of assets, if not specified, will be distributed on an equal per capita basis (Joint Tenants).

Client 1 Beneficiaries (For a Separate Account)

	Primary Beneficiary(ies)	Date of Birth	Social Security Number	Relationship	Share %
A.					
B.					
C.					
	Cumulative Percentage(s)**				100%
D.					
E.					
F.					
					100%

Client 2 Beneficiaries (For a Separate Account)

	Primary Beneficiary(ies)	Date of Birth	Social Security Number	Relationship	Share %
A.					
B.					
C.					
	Cumulative Percentage(s)**				100%
D.					
E.					
F.					
					100%

Tax Certification and Acknowledgment

Under penalties of perjury, I certify that: the taxpayer identification number(s) shown on this form is my correct taxpayer identification number and 2. I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest and dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and 3. I am a U.S. person (including a U.S. resident alien). I understand that I must provide this certification within 60 days or I may be subject to backup withholding. I understand that I must provide this certification within 60 days or I may be subject to backup withholding because I have failed to report all interest and dividends on my return.

BY SIGNING BELOW, I AGREE TO THE TERMS OF THE MERRILL LYNCH CLIENT RELATIONSHIP AGREEMENT ON THE REVERSE SIDE HEREOF. THAT IF ANY SECURITIES ACCOUNT IS ESTABLISHED WITH THE INVESTOR EXCEPTIONS TRADING SERVICES PURSUANT TO PARAGRAPH 18 OF THE CLIENT RELATIONSHIP AGREEMENT AND THE APPLICABLE PARAGRAPH OF THE EXCEPTIONS ACCOUNT AGREEMENT, CERTAIN OF MY PURCHASES MAY BE LIMITED TO THE EXCLUSIVE USE OF SHARES, IN YOUR DISCRETION, IN YOUR DISCRETION IN ACCORDANCE WITH PARAGRAPH 11 OF THE CLIENT RELATIONSHIP AGREEMENT AND NOTHING IN ADVANCE SO AGGREGATE ANY CONFLICTS WITH YOUR ANALYSIS IN THIS YOU ARE AUTHORIZED TO CHARGE ANY MARGIN ACCOUNT AND TO ARRANGE AND/OR WITHDRAW ANOTHER AMOUNT PAYABLE WITH THIS MONEY ACCOUNT FOR SERVICES DUE IN THE NEW MONEY ACCOUNT.

THE INTERNAL REVENUE SERVICE DOES NOT REQUIRE YOUR CONSENT TO ANY PROVISION OF THIS DOCUMENT OTHER THAN THE CERTIFICATIONS REQUIRED TO AVOID BACKUP WITHHOLDING.

Aliza Sleeman
Signature — Date — Title (for Trusts/Corporate Accounts, e.g., Trustee)

Financial Consultant Name (Please Print): Financial Consultant Number:

Signature — Date — Title (for Corporate Accounts, e.g., Officer)

Merrill Lynch Client Relationship Agreement — Please read and retain for your records — Page 1 of 2

EXHIBIT J
tabbies

TO BE COMPLETED BY ACCOUNT OWNERS:
(Check One) ☒ New TOD designation and Agreement ☐ Addition of TOD Beneficiary
☐ Change in TOD Beneficiaries ☐ Removal of TOD Beneficiary

617 - 56864

If changing, adding or removing Beneficiaries, please restate all current TOD Beneficiaries.
Account Owner and Title: Aliza C. Sherman

Account Number: 617-56864

Beneficiary Designations:

Name of Beneficiary	Name of UTMA Custodian (if beneficiary is a minor)	Address of Beneficiary	Relationship to Owner	Date of Birth	Percentage
1. Sanford Sherman		25730 Penshurst	Dn Husband	[redacted]	100
2.					
3.					
4.					
5.					
6.					

*Note: The total of all percentages must equal 100%. If the percentage column is left blank, equal percentages will be assumed.

THIS QUESTION MUST BE COMPLETED IF MORE THAN ONE BENEFICIARY IS NAMED ABOVE.

If any Beneficiary listed above is not living at the Death of the Account Owner, that Beneficiary's percentage of the funds, securities and assets in the Account shall (check only one box):

☐ Pass to any surviving Beneficiaries in a ratio based upon the surviving Beneficiaries above-stated percentages (see paragraph 11).

☐ Pass to the estate of the Account Owner.

If neither box is checked, the percentage of the funds, securities and assets designated for a deceased Beneficiary shall pass to the estate of the Account Owner. The MLPF&S Transfer On Death Account does not provide for contingent or successor Beneficiaries. Any attempt to alter or amend this Agreement to provide for contingent or successor Beneficiaries shall render this entire Agreement null and void.

Account Owner hereby agrees to the terms of the MLPF&S Transfer On Death Agreement and acknowledges receipt of a copy of that Agreement.

Continued on next page

[redacted] / Confirmation Nbr. 777160 / BATCH

THIS TRANSFER ON DEATH AGREEMENT MUST BE NOTARIZED AND MAY NOT BE EXECUTED BY AN AGENT UNDER A POWER OF ATTORNEY.

Signature of Account Owner: [signature] Signature of Account Owner: _____

Date: 5/22/00 Date: _____

Spousal Consent

The Spousal Consent Section must be completed if (ALL) of the following conditions are met:

(a) the Account Owner has a living spouse;

(b) the Account Owner and the spouse resided in: Arkansas, California, Idaho, Louisiana, Nevada, New Mexico, Texas, Washington or Wisconsin, at any time during the marriage; and

(c) either: (1) the spouse is not an Account Owner; (2) OR the spouse is not the sole Beneficiary of the assets of the Account.

Spousal consent may be revoked by providing MLPF&S a written revocation. In order for this revocation of spousal consent to be effective, it must be delivered to MLPF&S prior to the Account Owner's death. MLPF&S reserves the right to add to the list of states above in the event any other state shall adopt a system of community or marital property.

Signature of Spouse _____ Date __/__/__ Name of Spouse (printed) _____

Address of Spouse _____

NOTARIZATION

State of Ohio County of Geauga on May 28, 2000

before me, Alisa C. Sherman, personally appeared _____ ☐ personally known to me – OR –

☐ proved to me on the basis of satisfactory evidence to be the person whose name is subscribed to the within instrument and acknowledged to me that he/she executed the same in his/her authorized capacity, and that by his/her signature on the instrument the person or entity upon which the person acted, executed the instrument.

WITNESS my hand and official seal.

Darlene Morganti

(Signature of notary)

DARLENE MORGANTI
Notary Public-State of Ohio
My Commission Expires April 16, 2005
Recorded in Geauga County

RAISED SEAL

Merrill Lynch

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6. This Agreement revokes any prior agreement relating to the eligible funds, securities and assets held in the Account and may be revoked or changed by the Account Owner any time prior to the Death of the Account Owner by executing a new Agreement or a written and notarized revocation of this Agreement, which shall be delivered to MLPF&S. It shall be the duty and responsibility of the Account Owner to notify MLPF&S of any changes in the Beneficiaries, by death or otherwise. Such notification shall be made by delivering a new TOD Agreement to MLPF&S.

7. If the Account Owner becomes incompetent, a court appointed guardian or conservator, or an agent acting under durable power of attorney that is satisfactory to MLPF&S, may give instructions on the Account to the extent of their authority. A court appointed guardian or conservator, or agent acting under a durable power of attorney, shall not have the authority to enter into, alter or revoke the TOD Agreement and designation of Beneficiaries, except by obtaining an order from a court of competent jurisdiction and presenting a certified copy of that order to MLPF&S.

8. This Transfer On Death Account Agreement supersedes all Account Owners' wills, trusts and other instruments, regardless of the date of execution, which provide for the contrary disposition of the TOD Account or eligible funds, securities and assets held in the TOD Account.

9. Asset Types:

(a) Assets which may be registered in "street name" (e.g., in MLPF&S's name or in the name of its nominee, or held at MLPF&S or its affiliates), may be eligible to be held in the TOD Account of the Account Owner. Examples of types of assets which may be held in the TOD Account include, but are not limited to:

Cash	Money Market Shares (DPCT or TEIT)	Bank Deposits
Corporate, Municipal or Government Bonds	Stocks (Listed and OTC)	Certificates of Deposit
Certain Mutual Fund Shares	Unit Trusts	Bonds
		Collateralized Mortgage Obligations

(b) The terms of this Agreement and the TOD designation of the Account shall NOT apply to the following types of assets, and these types of assets may NOT be held in the Account:

Limited Partnerships	Mutual Fund Shares (held at the fund)	Variable and Fixed Annuities
Options and Commodities	Restricted or Rule 144 Stocks	

The Account Owner acknowledges that these and other assets may not pass under the terms of this Agreement and may be required to be probated pursuant to appropriate state law procedure. MLPF&S, in its sole discretion, reserves the right to determine the eligibility of any specific asset to be transferred under this Agreement. MLPF&S shall have no duty with respect to probate proceedings for assets held within this Account that do not pass under the terms of this Agreement.

The existence of a TOD designation on an Account or Account statement reflecting a specific asset may not, in and of itself, qualify a specific asset to be transferred pursuant to this Agreement.

10. Upon the Death of the Account Owner, MLPF&S may liquidate and transfer the proceeds of any eligible securities or assets in the Account that cannot be divided into amounts which may be properly transferred or it may divide or liquidate fractional shares in any manner it deems appropriate so as to best conform with the percentages set forth in the "Beneficiary Designations" section of this Agreement.

11. In the event that a Beneficiary predeceases the Account Owner and the Account Owner elected to have the deceased Beneficiary's share go to the surviving Beneficiaries by making the specific election on the Beneficiary Designation form on page 3 of this Agreement, the deceased Beneficiary's share will be allocated to the surviving Beneficiaries in a proportion calculated by taking the stated percentage for each Beneficiary and dividing by the sum of the percentages allocated to all of the surviving Beneficiaries. If a Beneficiary disclaims his or her portion of the eligible funds, securities and assets in the Account, the disclaimer, which must meet appropriate state law requirements, must be provided to MLPF&S and the disclaiming Beneficiary's portion of the eligible funds, securities and assets in the Account shall pass to the remaining Beneficiaries as if the disclaiming Beneficiary predeceased the Account Owner.

12. This Agreement shall be effective for this Account or any other Account established under Paragraph 2, only upon MLPF&S having Accepted this Agreement. This Agreement shall not affect the CMA Agreement or any other MLPF&S agreement executed by the Account Owner with respect to this Account.

13. The terms of this Agreement and the TOD designation of the Account shall not apply to any funds, securities and assets delivered out of the Account and/or held in certificated form. All securities and assets delivered in certificated form shall be in the name of the Account Owner only and shall have no TOD designation without separate written instructions to the contrary by the Account Owner.

14. MLPF&S shall not be responsible for the payment of any debts of the Account Owner, nor shall MLPF&S be responsible for the payment of any taxes or other amounts owed by the Account Owner, by the estate or estates of the Account Owner or by the Beneficiaries or their estates.

15. In order to be effective, this Agreement must be Accepted by MLPF&S. This Agreement shall have no effect if the Account Owner dies prior to the acceptance of this Agreement by MLPF&S. A change by MLPF&S of the account number designating the TOD Account shall have no effect on this Agreement or the TOD designation established pursuant to the terms of this Agreement.

16. This Agreement may not be modified without the written approval of MLPF&S. The provisions of this Agreement shall be binding on the Account Owner's estate, beneficiaries, heirs, legal and/or representatives, successors and assigns and shall survive the termination of this Agreement or the TOD Account. This Agreement does not create a trust, constructive or otherwise.

17. MLPF&S reserves the right to terminate this Agreement for any reason, at any time. The reason for termination may include, but shall not be limited to, the Account Owner changing residence to a state which has not adopted the Uniform Transfer On Death Act, or the Account Owner changing the type of account to one for which the Transfer On Death Agreement is not available.

18. This Agreement shall terminate and the Transfer On Death designation on the Account shall be revoked if the Account Owner changes his or her state of residence to a state which has not adopted the Uniform Transfer On Death Act at the time of such change. This termination provision shall apply to Accounts which have multiple Account Owners, if any of the Account Owners changes his or her residence to a state which has not adopted the Uniform Transfer On Death Act. Upon termination of this Agreement, MLPF&S shall be under no duty or obligation to take instructions with respect to the Account upon the Death of the Account Owner, except instructions from a legal representative of the Account Owner's estate.

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TRANSFER ON DEATH AGREEMENT

NOTICE

Transfer On Death Accounts are not available in all states. MLPF&S offers Transfer On Death Accounts only to residents of those states which have adopted the Uniform Transfer On Death Act. Please contact your MLPF&S Financial Consultant to determine whether Transfer On Death Accounts are available in the state in which you reside. The creation of Transfer On Death Accounts may affect your estate and tax planning. MLPF&S recommends that you consult your attorney or tax advisor to determine if a Transfer On Death Account is appropriate for you or if a change should be made with respect to an established Transfer On Death Account. Account Owners acknowledge that neither MLPF&S nor any of its employees or affiliates have given advice in any manner with respect to the legal or tax consequences arising out of, or related to, a Transfer On Death Account. The Transfer On Death designation is available only on individually owned accounts and accounts which are held as Joint Tenants With Right Of Survivorship (JTWROS), as Tenants By the Entireties (ATBE), or as owners of community property held in survivorship form. Transfer On Death Accounts may not be maintained as Tenants In Common (TIC) accounts. The Transfer On Death designation is not available for accounts which are pledged, except for margin accounts.

DEFINITIONS

As used in this Agreement, each of the following terms shall have the meanings provided below.

"Accepted" shall mean the actual receipt by MLPF&S of a properly executed Transfer On Death Agreement acceptable to MLPF&S. Acceptance shall be evidenced by the mailing of a confirmation letter to the Account Owner from MLPF&S.

"Account Owner" means the person, or persons, identified as owning the Account on page 3 of this Agreement. Multiple Account Owners shall be limited to accounts which are held as Joint Tenants With Right Of Survivorship (JTWROS), As Tenants By the Entireties (ATBE) or as owners of community property held in survivorship form. Transfer On Death Accounts may not be maintained as Tenants In Common (TIC) accounts.

"Beneficiary" means the person(s) or entities which are designated on page 3 of this Agreement or the last Transfer On Death Agreement Accepted by MLPF&S for this specific Account. A Beneficiary may not be a custodian designated under the Uniform Gifts To Minors Act.

"Death of the Account Owner" shall mean the death of the sole Account Owner or the death of the last of the multiple Account Owners.

"MLPF&S" shall mean Merrill Lynch, Pierce, Fenner & Smith Incorporated, its successors and assigns.

"Transfer On Death Account" or "TOD Account" or "Account" shall mean the securities account maintained at MLPF&S with the "TOD Beneficiaries on File" identifier for which a TOD Agreement has been Accepted by MLPF&S.

"Transfer On Death Agreement" or "TOD Agreement" or "Agreement" shall mean the last Transfer On Death Agreement accepted by MLPF&S.

This Agreement is entered into between Merrill Lynch, Pierce, Fenner & Smith Incorporated and the Account Owner and describes the various terms and conditions governing the Transfer On Death ("TOD") designation on the Account which is maintained by the Account Owner with MLPF&S.

1. At the Death of the Account Owner, all of the eligible funds, securities and assets in the Account shall be transferred to the Beneficiaries. If any Beneficiary is a minor on the date of this Agreement, a Custodian under the Uniform Transfer To Minors Act should be designated. This custodial designation shall be effective only if a Beneficiary is a minor at the Death of the Account Owner. If a Beneficiary has reached the legal age of majority at the Death of the Account Owner, that Beneficiary's share of the Account shall pass to him or her outright.

2. In the case of multiple Account Owners, after the Death of one of the Account Owners, this Agreement shall continue to apply to any new Account established by the surviving Account Owner using the eligible funds, securities or other assets credited to this Account, unless the surviving Account Owner shall change or terminate this Agreement or add new Account Owners.

3. To make the transfers under Paragraph 1 above, the Beneficiaries shall provide to MLPF&S: (1) a signed and notarized request to execute the transfer requested by all Beneficiaries named on a form provided by MLPF&S with respect to the division and transfer of the funds, securities and assets in the Account; (2) a certified death certificate; (3) an affidavit of domicile; and (4) an inheritance or estate tax waiver (for states that require such a waiver). MLPF&S may rely conclusively upon instructions from all Beneficiaries in completing a transfer of the funds, securities and assets in the Account, and shall not be liable to any third party for completing such a transfer. If the percentage column on page 3 of this Agreement has been left blank, MLPF&S reserves the right to divide the eligible funds, securities and assets in the Account equally among the Beneficiaries. In the event that a Beneficiary predeceases the Account Owner, a certified copy of the death certificate for the deceased Beneficiary shall be required to be submitted to MLPF&S.

4. MLPF&S shall have no duty to identify or locate Beneficiaries, to determine whether a deceased Beneficiary has heirs or to locate such heirs, to determine the marital status of the Account Owner at any time or to determine any other facts which may have the effect of varying the transfer under Paragraphs 1 or 3 above. It shall be the duty of the Account Owner to notify MLPF&S in the event the Account Owner changes his or her residence to a state which has not adopted the Uniform Transfer On Death Act. MLPF&S shall not be liable for transferring the eligible funds, securities and assets in the Account pursuant to this Agreement in the event the Account Owner changes his or her state of residence to a state which has not adopted the Uniform Transfer On Death Act and fails to inform MLPF&S of such change.

5. In the event MLPF&S cannot determine the person or persons entitled to receive a transfer pursuant to Paragraph 1 or the proper percentages to be applied to such transfer or in the event that prior to making the transfer provided for in Paragraph 1 a dispute arises between any persons as to the proper transfer or between or among any creditors of the Account Owner or if any other person shall make any claim upon the eligible funds, securities and assets of the Account, MLPF&S shall be entitled to restrict the Account as it shall deem appropriate and to require the parties to adjudicate their respective rights in the funds, securities and assets of the Account, or to require an indemnification satisfactory to MLPF&S, prior to making the transfer provided for in Paragraph 1. MLPF&S reserves its right to initiate legal action with respect to the disposition of funds, securities or assets.

Merrill Lynch

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STATE OF OHIO)
) SS: **AFFIDAVIT**
COUNTY OF CUYAHOGA)

Affiant, Darlene Morganti, being first duly sworn and having personal knowledge of the facts contained herein, states as follows:

1. I have reviewed the Merrill Lynch Client Relationship Agreement as to the account ending in 6864 that was allegedly executed on May 22, 2000 (the "Client Relationship Agreement"), which is attached hereto as Exhibit "A."

2. I was an employee of Merrill Lynch at the branch office located at 30195 Chagrin Boulevard, Pepper Pike, Ohio, on May 22, 2000.

3. I was commissioned as a Notary Public in the State of Ohio, recorded in Geauga County, on May 22, 2000.

4. My daily work activities included being the assistant to Merrill Lynch Broker Jeffrey Danzinger, and I often assisted notarizing documents at the above location on behalf of other Merrill Lynch brokers in that office.

5. I have reviewed the photo of Aliza Sherman that is attached hereto as Exhibit "B."

6. Upon review of the Client Relationship Agreement, I can testify to the fact that the document contains my signature and notary seal. I, however, have no recollection of this transaction, I have no recollection of the Client Relationship Agreement, I have no recollection of notarizing the Client Relationship Agreement, and I have no recollection of Aliza Sherman.

7. Because of my lack of recollection as set out in Paragraph 6, above, I do not have personal knowledge of the requisite facts to testify as to whether I witnessed the signature of Aliza Sherman on the Client Relationship Agreement or that Aliza Sherman signed the Client Relationship Agreement.

FURTHER AFFIANT SAYETH NAUGHT.

Darlene Morganti

DARLENE MORGANTI

SWORN TO BEFORE ME and subscribed in my presence this 9 day of ~~September~~ October SMB, 2015.

NOTARIAL SEAL STATE OF OHIO

SUSAN M. BULZAN
NOTARY PUBLIC
FOR THE
STATE OF OHIO
My Commission Expires
November 18, 2017

Susan M. Bulzan

NOTARY PUBLIC/CLERK OF COURT

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Merrill Lynch Client Relationship Agreement

Owner

Client's Name: Alice C Sinkovich
Client Initials:
Social Security Number: [redacted] Citizen/US ☐
Social Security Number: Citizen/US ☐
Mailing Address: 185 130 pennsylvania Dr
Mailing Address:
City, State & Zip Code: Brentwood OH 44322
City, State, Zip Code:

Mark if you are subject to backup withholding due to notification by the IRS, you are business and the section of the Tax Certification Section/Letter as instructed. You check this box if the Non-Resident Alien is NOT a Social Security Number.

Cash

Client Account: Yes ☐ No ☐
Margin Account: Yes ☐ No ☐
Third Account: Yes ☐ No ☐
Investment Objectives: Income ☐ Growth ☐ Speculation ☐
Account Number:
Annual Income (Gross Pre-Tax $):

Options

Client Account: Level: Investment Objectives: Check 1 ☐ Check 2 ☐ Account Number (Quantity Sold):
Margin Account: Level: Investment Objectives: Check 1 ☐ Check 2 ☐ Account Number (Quantity Sold):
Third Account: Level: Investment Objectives: Check 1 ☐ Check 2 ☐ Account Number (Quantity Sold):

Signature

Client Acknowledgment: Yes ☐ No ☐ Account Number (Quantity Sold):
Investment Account for Client 1: ☐ ☐ ☐
Investment Account for Client 2: ☐ ☐ ☐

I (we) signed a Beneficiary Designation for my account. We agree to update it as new information arises. I (we) agree to notify you in writing of any changes to my (our) beneficiary designation. I (we) understand that the beneficiary designation will not be effective unless it is received by you prior to the death of the owner.

If there is no primary beneficiary living at the time of death, I hereby direct that the balance in the account be paid to my (our) estate/trust/heirs/next of kin.

Client 1 Beneficiaries

Relation	Name	Date of Birth	Social Security Number	Relationship	Share %
A					
B					
C					
Contingent Beneficiary(ies)**					100%
D					
E					
F					

Client 2 Beneficiaries

Relation	Name	Date of Birth	Social Security Number	Relationship	Share %
A					
B					
C					
Contingent Beneficiary(ies)**					100%
D					
E					
F					

Tax Certification and Acknowledgments

Under penalties of perjury, I certify that the number shown on this form is my correct taxpayer identification number and (check if applicable) I am not subject to backup withholding because (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest and dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding. Furthermore, I certify that I am a U.S. person (including a U.S. resident alien). The IRS does not require your consent to any provision of this document other than the certifications required to avoid backup withholding.

BY SIGNING BELOW, I AGREE TO THE TERMS OF THE "CLIENT RELATIONSHIP AGREEMENT" ON THE REVERSE SIDE AND, IF THIS IS AN ADDITIONAL ACCOUNT OR ACCOUNTS TO BE LINKED WITH ONE OR MORE OF MY EXISTING ACCOUNTS, PURSUANT TO THE TERMS OF THE CLIENT RELATIONSHIP AGREEMENT AND ANY APPLICABLE PRIOR AGREEMENT(S) FOR MY EXISTING ACCOUNT(S), CONFIRM MY REQUEST THAT YOU ESTABLISH FOR ME THE ADDITIONAL ACCOUNT OR ACCOUNTS INDICATED ABOVE. I ACKNOWLEDGE RECEIPT OF A COPY OF THE CLIENT RELATIONSHIP AGREEMENT AND AGREE TO ITS TERMS. I ALSO ACKNOWLEDGE RECEIPT OF A COPY OF THE CLIENT RELATIONSHIP AGREEMENT FOR MY EXISTING ACCOUNT(S) AND AGREE TO ITS TERMS. IN THE EVENT MERRILL LYNCH ESTABLISHES AN ADDITIONAL ACCOUNT AND/OR LINKS ANY OF MY ACCOUNTS, I AGREE TO THE TERMS OF THE CLIENT RELATIONSHIP AGREEMENT AND ANY APPLICABLE PRIOR AGREEMENT(S) FOR MY EXISTING ACCOUNT(S) AS THEY ARE NOW OR HEREAFTER AMENDED.

This account(s) will not require my ability to buy or sell securities on margin, therefore the Credit Disclosure Statement is not required.

Signature: Alice C Sinkovich Date: Title (if Account Acquired, e.g., Trustee):

Signature: Date: Title (if Special Account, e.g., Corporate):

Office Use Only
Financial Consultant Number:

Office Approval Required - Date: Branch Manager Signature:

Data Entry Initials:

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TO BE COMPLETED BY ACCOUNT OWNERS
(Check One) ☑ New TOD Designation and Agreement
☐ Change in TOD Beneficiaries

☐ Addition of TOD Beneficiary
☐ Removal of TOD Beneficiary

617 - 56864

If changing, adding or removing Beneficiaries, please restate all current TOD Beneficiaries.
Account Owner and Title: Alice P. Sherman

Account Number: 617-56864

Beneficiary Designations:

Name of Beneficiary	Name of UTMA Custodian (if beneficiary is a minor)	Address of Beneficiary	Relationship to Owner	Date of Birth	Percentage*
1. Sanford Sherman		25130 Pensacola Dr. Hayward		[redacted]	100
2.					
3.					
4.					
5.					
6.					

*Note: The total of all percentages must equal 100%. If the percentage column is left blank, equal percentages will be assumed.

THIS QUESTION MUST BE COMPLETED IF MORE THAN ONE BENEFICIARY IS NAMED ABOVE.

If any Beneficiary listed above is not living at the Death of the Account Owner, that Beneficiary's percentage of the funds, securities and assets in the Account shall (check only one box):

☐ Pass to any surviving Beneficiaries in a ratio based upon the surviving Beneficiaries above stated percentages (see paragraph 12).

☐ Remit to the estate of the Account Owner.

If neither box is checked, the percentage of the funds, securities and assets designated for a deceased beneficiary shall pass to the estate of the Account Owner.

The MLPF&S Transfer On Death Account does not provide for contingent or successor Beneficiaries. Any attempt to alter or amend this Agreement to provide for contingent or successor Beneficiaries shall render this entire Agreement null and void.

Account Owner hereby agrees to the terms of the MLPF&S Transfer On Death Agreement and acknowledges receipt of a copy of that Agreement.

Continued on next page

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THIS TRANSFER ON DEATH AGREEMENT MUST BE NOTARIZED AND MAY NOT BE EXECUTED BY AN AGENT UNDER A POWER OF ATTORNEY.

Signature of Account Owner: [signature]

Signature of Account Owner: _____

Date: 5/22/00

Date: _____

Spousal Consent

The Spousal Consent Section must be completed if (A) of the following conditions are met:

(a) the Account Owner has a living spouse;

(b) the Account Owner and the spouse resided in Arizona, California, Idaho, Louisiana, Nevada, New Mexico, Texas, Washington or Wisconsin, at any time during the marriage; and

(c) either: (1) the spouse is not an Account Owner; (2) OR the spouse is not the sole Beneficiary of the assets of the Account.

Spousal consent may be revoked by providing MLPF&S a written revocation. In order for this revocation of spousal consent to be effective, it must be delivered to MLPF&S prior to the Account Owner's death. MLPF&S reserves the right to add to the list of states above in the event any other state shall adopt a system of community or marital property.

Signature of Spouse: _____ Date: __/__/__ Name of Spouse (printed): _____

Address of Spouse: _____

NOTARIZATION

State of Ohio County of Geauga on May 28, 2000

before me, Olivia C. Sherman personally appeared _____ ☐ personally known to me – OR –

☐ proved to me on the basis of satisfactory evidence to be the person whose name is subscribed to the within instrument and acknowledged to me that he/she executed the same in his/her authorized capacity, and that by his/her signature on the instrument the person or entity upon which the person acted, executed the instrument.

WITNESS my hand and official seal.

Carlene Morgant

(Signature of notary)

CARLENE MORGANTI
Notary Public-State of Ohio
My Commission Expires April 13, 2005
Recorded in Geauga County

RAISED SEAL

Merrill Lynch

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TRANSFER ON DEATH AGREEMENT (Continued)

6. This Agreement revokes any prior agreement relating to the eligible funds, securities and assets held in the Account and may be revoked or changed by the Account Owner any time prior to the Death of the Account Owner by executing a new Agreement or a written and notarized revocation of this Agreement, which shall be delivered to MLPF&S. It shall be the duty and responsibility of the Account Owner to notify MLPF&S of any changes in the Beneficiaries, by death or otherwise. Such notification shall be made by delivering a new TOD Agreement to MLPF&S.

7. If the Account Owner becomes incompetent, a court appointed guardian or conservator, or an agent acting under durable power of attorney that is satisfactory to MLPF&S, may give instructions on the Account to the extent of their authority. A court appointed guardian or conservator, or agent acting under a durable power of attorney, shall not have the authority to enter into, alter or revoke the TOD Agreement and designation of Beneficiaries, except by obtaining an order from a court of competent jurisdiction and presenting a certified copy of that order to MLPF&S.

8. This Transfer On Death Account Agreement supersedes all Account Owners' wills, trusts and other instruments, regardless of the date of execution, which provide for the contrary disposition of the TOD Account or eligible funds, securities and assets held in the TOD Account.

9. Asset Types:

(a) Assets which may be registered in "street name" (e.g., in MLPF&S's name or in the name of its nominee), or held at MLPF&S or its affiliates), may be eligible to be held in the TOD Account of the Account Owner. Examples of types of assets which may be held in the TOD Account include, but are not limited to:

Cash	Money Market Shares (OPCT or TPT)	Bank Deposits
Corporate, Municipal or Government Bonds	Stocks (Listed and OTC)	Certificates of Deposit
Certain Mutual Fund Shares	Unit Trusts	Bonds
		Collateralized Mortgage Obligations

(b) The terms of this Agreement and the TOD designation of the Account shall NOT apply to the following types of assets, and these types of assets may NOT be held in the Account:

Limited Partnerships	Mutual Fund Shares held at the Family	Variable and Fixed Annuities
Options and Commodities	Restricted or Rule 144 Stocks	

The Account Owner acknowledges that these and other assets may not pass under the terms of this Agreement and may be required to be probated pursuant to appropriate state law procedure. MLPF&S, in its sole discretion, reserves the right to determine the eligibility of any specific asset to be transferred under this Agreement. MLPF&S shall have no duty with respect to probate proceedings for assets held within this Account that do not pass under the terms of this Agreement.

The existence of a TOD designation on an Account or Account statement reflecting a specific asset may not, in and of itself, qualify a specific asset to be transferred pursuant to this Agreement.

10. Upon the Death of the Account Owner, MLPF&S may liquidate and transfer the proceeds of any eligible securities or assets in the Account that cannot be divided into amounts which may be properly transferred or it may divide or liquidate fractional shares in any manner it deems appropriate so as to best conform with the percentages set forth in the "Beneficiary Designations" section of this Agreement.

11. In the event that a Beneficiary predeceases the Account Owner and the Account Owner elected to have the deceased Beneficiary's share go to the surviving Beneficiaries by making the specific election on the Beneficiary Designation form on page 3 of this Agreement, the deceased Beneficiary's share will be allocated to the surviving Beneficiaries in a proportion calculated by taking the stated percentage for each Beneficiary and dividing by the sum of the percentages allocated to all of the surviving Beneficiaries. If a Beneficiary disclaims his or her portion of the eligible funds, securities and assets in the Account, the disclaimer, which must meet appropriate state law requirements, must be provided to MLPF&S and the disclaiming Beneficiary's portion of the eligible funds, securities and assets in the Account shall pass to the remaining Beneficiaries as if the disclaiming Beneficiary predeceased the Account Owner.

12. This Agreement shall be effective for this Account, or any other Account established under Paragraph 2, only upon MLPF&S having Accepted this Agreement. This Agreement shall not affect the CMA Agreement or any other MLPF&S agreement executed by the Account Owner with respect to this Account.

13. The terms of this Agreement and the TOD designation of the Account shall not apply to any funds, securities and assets delivered out of the Account and/or held in certificated form. All securities and assets delivered in certificated form shall be in the name of the Account Owner only and shall have no TOD designation without separate written instructions to the contrary by the Account Owner.

14. MLPF&S shall not be responsible for the payment of any debts of the Account Owner, nor shall MLPF&S be responsible for the payment of any taxes or other amounts owed by the Account Owner, by the estate or estate of the Account Owner or by the Beneficiaries or their estates.

15. In order to be effective, this Agreement must be Accepted by MLPF&S. This Agreement shall have no effect if the Account Owner dies prior to the acceptance of this Agreement by MLPF&S. A change by MLPF&S of the account number designating the TOD Account shall have no effect on this Agreement or the TOD designation established pursuant to the terms of this Agreement.

16. This Agreement may not be modified without the written approval of MLPF&S. The provisions of this Agreement shall be binding on the Account Owner's estate, beneficiaries, heirs, legal state representatives, successors and assigns and shall survive the termination of this Agreement or the TOD Account. This Agreement does not create a trust, constructive or otherwise.

17. MLPF&S reserves the right to terminate this Agreement for any reason, at any time. The reason for termination may include, but shall not be limited to, the Account Owner changing residence to a state which has not adopted the Uniform Transfer On Death Act, or the Account Owner changing the type of account to one for which the Transfer On Death Agreement is not available.

18. This Agreement shall terminate and the Transfer On Death designation on the Account shall be revoked if the Account Owner changes his or her state of residence to a state which has not adopted the Uniform Transfer On Death Act at the time of such change. This termination provision shall apply to Accounts which have multiple Account Owners, if any of the Account Owners changes his or her residence to a state which has not adopted the Uniform Transfer On Death Act. Upon termination of this Agreement, MLPF&S shall be under no duty or obligation to take instructions with respect to the Account upon the Death of the Account Owner, except instructions from a legal representative of the Account Owner's estate.

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TRANSFER ON DEATH AGREEMENT

NOTICE

Transfer On Death Accounts are not available in all states. MLPF&S offers Transfer On Death Accounts only to residents of those states which have adopted the Uniform Transfer On Death Act. Please contact your MLPF&S Financial Consultant to determine whether Transfer On Death Accounts are available in the state in which you reside. The creation of Transfer On Death Accounts may affect your estate and tax planning. MLPF&S recommends that you consult your attorney or tax advisor to determine if a Transfer On Death Account is appropriate for you or if a change should be made with respect to an established Transfer On Death Account. Account Owners acknowledge that neither MLPF&S nor any of its employees or affiliates have given advice in any manner with respect to the legal or tax consequences arising out of, or related to, a Transfer On Death Account. The Transfer On Death designation is available only on individually owned accounts and accounts which are held as Joint Tenants With Right Of Survivorship (JTWROS), as Tenants By the Entireties (TBE), or as owners of community property held in survivorship form. Transfer On Death Accounts may not be maintained as Tenants in Common (TIC) accounts. The Transfer On Death designation is not available for accounts which are pledged, except for margin accounts.

DEFINITIONS

As used in this Agreement, each of the following terms shall have the meanings provided below.

"Accepted" shall mean the actual receipt by MLPF&S of a properly executed Transfer On Death Agreement acceptable to MLPF&S. Acceptance shall be evidenced by the mailing of a confirmation letter to the Account Owner from MLPF&S.

"Account Owner" means the person, or persons, identified as owning the Account on page 3 of this Agreement. Multiple Account Owners shall be limited to accounts which are held as Joint Tenants With Right Of Survivorship (JTWROS), As Tenants By the Entireties (TBE) or as owners of community property held in survivorship form. Transfer On Death Accounts may not be maintained as Tenants in Common (TIC) accounts.

"Beneficiary" means the person(s) or entities which are designated on page 3 of this Agreement or the last Transfer On Death Agreement Accepted by MLPF&S for this specific Account. A Beneficiary may not be a custodian designated under the Uniform Gifts To Minors Act.

"Death of the Account Owner" shall mean the death of the sole Account Owner or the death of the last of the multiple Account Owners.

"MLPF&S" shall mean Merrill Lynch, Pierce, Fenner & Smith Incorporated, its successors and assigns.

"Transfer On Death Account" or "TOD Account" or "Account" shall mean the securities account maintained at MLPF&S with the "TOD Beneficiaries on file" identified for which a TOD Agreement has been Accepted by MLPF&S.

"Transfer On Death Agreement" or "TOD Agreement" or "Agreement" shall mean the last Transfer On Death Agreement accepted by MLPF&S.

This Agreement is entered into between Merrill Lynch, Pierce, Fenner & Smith Incorporated and the Account Owner and describes the various terms and conditions governing the Transfer On Death ("TOD") designation on the Account which is maintained by the Account Owner with MLPF&S.

1. At the Death of the Account Owner, all of the eligible funds, securities and assets in the Account shall be transferred to the Beneficiaries. If any Beneficiary is a minor on the date of this Agreement, a Custodian under the Uniform Transfer To Minors Act should be designated. This custodial designation shall be effective only if a Beneficiary is a minor at the Death of the Account Owner. If a Beneficiary has reached the legal age of majority at the Death of the Account Owner, that Beneficiary's share of the Account shall pass to him or her outright.

2. In the case of multiple Account Owners, after the Death of one of the Account Owners, this Agreement shall continue to apply to any new Account established by the surviving Account Owner using the eligible funds, securities or other assets credited to this Account, unless the surviving Account Owner shall change or terminate this Agreement or add new Account Owners.

3. To make the transfers under Paragraph 1 above, the Beneficiaries shall provide to MLPF&S: (1) a signed and notarized request to execute the transfer requested by all Beneficiaries named on a form provided by MLPF&S with respect to the division and transfer of the funds, securities and assets in the Account; (2) a certified death certificate; (3) an affidavit of domicile; and (4) an Inheritance or estate tax waiver (for states that require such a waiver). MLPF&S may rely conclusively upon instructions from all Beneficiaries in completing a transfer of the funds, securities and assets in the Account, and shall not be liable to any third party for complying with a transfer. If the percentage column on page 3 of this Agreement has been left blank, MLPF&S reserves the right to divide the eligible funds, securities and assets in the Account equally among the Beneficiaries. In the event that a Beneficiary predeceases the Account Owner, a certified copy of the death certificate for the deceased Beneficiary shall be required to be submitted to MLPF&S.

4. MLPF&S shall have no duty to identify or locate Beneficiaries, to determine whether a deceased Beneficiary had heirs or to locate such heirs, to determine the marital status of the Account Owner at any time or to determine any other facts which may have the effect of varying the transfer under Paragraphs 1 or 3 above. It shall be the duty of the Account Owner to notify MLPF&S in the event the Account Owner changes his or her residence to a state which has not adopted the Uniform Transfer On Death Act. MLPF&S shall not be liable for transferring the eligible funds, securities and assets in the Account pursuant to this Agreement in the event the Account Owner changes his or her state of residence to a state which has not adopted the Uniform Transfer On Death Act and fails to inform MLPF&S of such change.

5. In the event MLPF&S cannot determine the person or persons entitled to receive a transfer pursuant to Paragraph 3 or the proper percentages to be applied to such transfer or in the event that prior to making the transfer provided for in Paragraph 1 a dispute arises between any persons as to the proper transfer or between or among any creditors of the Account Owner or if any other person shall make any claim upon the eligible funds, securities and assets of the Account, MLPF&S shall be entitled to restrict the Account as it shall deem appropriate and to require the parties to adjudicate their respective rights in the funds, securities and assets of the Account, or to require an indemnification satisfactory to MLPF&S, prior to making the transfer provided for in Paragraph 1. MLPF&S reserves its right to institute legal action with respect to the disposition of funds, securities or assets.

Merrill Lynch

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IN THE COURT OF COMMON PLEAS
CUYAHOGA COUNTY, OHIO

Case No. CV 14 827479

JENNIFER SHERMAN,

Plaintiff(s),

v.

SANFORD SHERMAN, et al.,

Defendant(s).
_____/



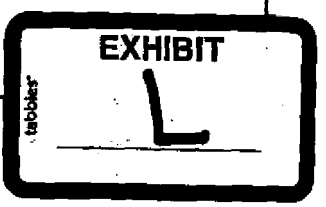
DEPOSITION OF
DARLENE MORGANTI
(VIA SKYPE)

Taken on Behalf of the Defendants

DATE TAKEN:	November 12, 2015
TIME:	9:30 a.m.
PLACE:	386 Emerald Bay Circle Naples, Florida

Examination of the witness taken before:

Elizabeth M. Brooks, RPR, FPR
Gregory Court Reporting Service, Inc.
2650 Airport Road South
Naples, FL 34112



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APPEARANCES

For the Plaintiff(s):
VIA SKYPE

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Cleveland, OH 44115
afried@reminger.com

For the Defendant(s):
VIA SKYPE

BRIAN GREEN, ESQ.
Shapero & Green, LLC
Signature Square II - Ste. 220
25101 Chagrin Boulevard
Beachwood, OH 44122
bgreen@shaperolaw.com

* * * * * * *

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* * * * * * *

EXHIBITS

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* * * * * * * *

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WHEREUPON,

DARLENE MORGANTI,

acknowledged having been duly sworn to tell the truth and testified upon her oath as follows:

DIRECT EXAMINATION

BY MR. GREEN:

Q Ms. Morganti. My name is Brian Green. I represent Sanford Sherman in the matter of Jennifer Sherman, co-executer of the Estate of Aliza Sherman, versus Sanford Sherman, pending in the Court of Common Pleas, Cuyahoga County, Ohio, Case No. CV 14-827479, and we are here for your deposition pursuant to a subpoena I issued to your home in Chardon, Ohio, and then was informed that you are in Florida for the winter.

We then spoke and set this deposition up by having the court reporter come to your place of residence; is that correct?

A Yes, sir.

Q Okay.

MR. FRIED: Before we go further, I would like to raise an objection. The technology we've employed here, if it works, is okay, but I'm not trusting the technology right now. So I raise an objection.

For instance, at the very moment that we're

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starting to ask questions, the video has kicked out. We're going through a video Skype method but we're using a separate phone call situation, so I can't -- I can't waive that objection.

MR. GREEN: Okay. Understood.

BY MR. GREEN:

Q Ms. Morganti, please state your full name for the record.

MR. FRIED: Can we re-establish the link?

(A recess was taken.)

MR. GREEN: Before we start, we have our technology back, Adam. Do you waive your objection as to the technology?

MR. FRIED: Let's see how it works out. I mean, I don't object to the notice.

MR. GREEN: You mean the form in which --

MR. FRIED: Right.

BY MR. GREEN:

Q We have our technology back. The witness has been sworn.

Could you please state your full name for the record?

A Darlene Morganti.

Q Ms. Morganti, what is your address?

A Down here?

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Q Yes.
A 386 Emerald Bay Circle, Naples, Florida 34110.
Q 33140?
A 34110.
Q And what is your address here in Ohio?
A 10420 Penniman Drive, Chardon, Ohio, 44024.
Q What is your date of birth?
A 2/9 of 1940.
Q You just had a big birthday.
A February. I'll be having another big birthday.
Q What is your educational background?
A High school.
Q Where did you go to high school?
A I'm sorry?
Q Where did you go to high school?
A Elders Ridge, Pennsylvania.
Q What year did you graduate?
A 1958.
Q I spoke to your husband on the phone when I tried to call you, I guess last week, so I assume that you are married?
A Yes, sir.
Q And how long have you been married?
A Forty-seven years.

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Q What is your husband's name?
A Philip. One L.
Q Do you have any children?
A No, sir.
Q Are you currently employed?
A No, sir.
Q Are you retired?
A Yes, sir.
Q When did you retire?
A 2001.
Q Where did you retire from?
A Merrill Lynch.
Q How long did you work at Merrill Lynch?
A Total, 33 and a half years. Thereabouts.
Q And when you say "total", were the 33 and a half years continuous or --
A No. I left for a while and then came back.
Q Do you recall the approximate time frame that you left?
A Oh, geez. I was gone -- I don't know. I want to say seven years, and then I came back. I'm guessing at this point.
Q And that's fine. I don't want you to guess. I'm just trying to get a feel.
During when, approximately, were those seven

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years? Were they in the seventies, eighties?
A No. It was the nineties.
Q What were your job duties and responsibilities at Merrill Lynch?
A I was an assistant to a broker.
Q Which broker?
A Jeffrey Danziger.
Q Also known as Duffy?
A Yes. Yes. You are right.
Q So you worked for Jeffrey the whole time?
A Yes, sir.
Q Was that always in the Pepper Pike office.
A Yes, sir.
Q Did you act as an assistant to any of the other financial advisors, other than Jeff Danziger?
A Well, he had a partner, so we helped each other, you might say. You know, partners. So if the other one needed a phone answered, you would answer it.
Q Understood.
Who was his partner?
A Steve Speigal.
Q Were you at one point in time a notary here in Ohio?
A I'm sorry. I didn't hear that.
Q Were you a notary?

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A Yes.

Q Okay. Do you recall what year you became a notary?

A No, I don't. I don't remember.

Q Are you still a notary?

A No, sir.

MR. GREEN: Now, court reporter, I'm going to ask you to please hand Ms. Morganti what I have marked as Exhibit A. You can actually mark it as Exhibit 1.

(Exhibit 1 marked for identification.)

BY MR. GREEN:

Q Ms. Morganti, before I ask questions about this document, I want to ask you, have you and I ever met before?

A No, sir.

Q Was the first time we spoke last week to discuss scheduling this deposition?

A Yes.

Q Did I discuss with you at all the nature of this lawsuit or this case?

A You just explained that I was going to be called.

Q Sitting next to me is Adam Fried, who introduced himself earlier in the deposition. Have you

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ever met Mr. Fried before?

A No.

Q Have you ever spoken to Mr. Fried before?

A No. No.

Q When we spoke you mentioned that somebody by the name of Paul contacted you regarding the signing of an affidavit. Do you recall that?

A Yes, sir. That was the other attorney.

Q Do you recall if his last name was Sugar?

A Yes, sir. I wrote it down.

Q When did Mr. Sugar contact you?

A I want to say September.

Q What did he tell you?

A Oh, gosh. I don't remember, other than they were going to send me this affidavit.

Q Did they in fact send you the affidavit that's been marked as Exhibit 1 in front of you?

A Yes.

Q Did you have any input in creating this affidavit?

A No. I talked to my attorney.

Q Did you -- go ahead. I'm sorry.

A He contacted Mr. Sugar.

Q And who is your attorney?

A Scott Irwin. I'm sorry.

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Q Did you have any input in making any changes to the affidavit or in the drafting of the affidavit?

A Well, like I said, I don't remember anything, so I made sure that was put there. I mean, this is like 15 years ago.

Q And I understand that.

What I'm trying to understand is whether or not there was a draft affidavit sent to you that you may have made changes to or marked up.

A Well, Mr. Sugar told me that I could make changes if I didn't agree with what was there.

Q Did you have to make any changes?

A Well, I just -- just the fact that I don't remember anything. I wanted to make sure that got in there because I honestly don't remember anything.

Q All right. So my next question is this.

In May of 2000 you were employed at Merrill Lynch, correct?

A Yes, sir.

Q You were a notary at that time, correct?

A Yes, sir.

Q Was it your policy and procedure to make sure that, when you notarized a document, that the person signing it actually presented themselves in front of you?

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A Yes.

Q Do you recall at any time that you notarized a document where the person who signed it was not in your presence?

A No, sir. No.

Q Understood.

Now, in your affidavit you indicate that you reviewed a photo of Aliza Sherman that's attached as Exhibit B to your affidavit.

A Yes.

Q If you take a look at the documents in front of you, the very last page is a photo.

A Yes. I have it.

Q Were you presented with a color copy of this photo or only this black and white copy?

A It was -- it was color, I think.

Q And, if you look in the lower right-hand corner, it says, 6 of '98.

Do you see that?

A No.

Q The lower right-hand corner of the picture?

A I can't read that. I can't see it. It's dark.

Q I understand.

Who gave you this picture?

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A Mr. Sugar.
Q How did he present it to you?
A Just in with the affidavit.
Q He sent it to you or did you meet with him?
A No. He sent it.
Q Now, in your affidavit you indicate that you do not recall whether or not you met Aliza Sherman?
A Exactly. I don't remember. I don't remember.
Q As we sit here today, do you remember any person's signature who you notarized in the year 2000?
A No, sir.
Q Do you remember any person's signature who you notarized in, say, 1999?
A No, sir.
Q And what about 2001?
A No, sir.
Q Would it be fair to say that you did a lot of notarizing?
A No. I wouldn't -- no. Not that I can remember. I really don't remember how many. I don't. I'm sorry.
Q That's okay.
Now, the person who signed your affidavit at the bottom, Susan Bulzan, the notary on your affidavit --

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A Yes.
Q -- do you know her?
A No.
Q Where did you sign this affidavit?
A At the bank.
Q Let's take a look, if we could, at Page 2 of Exhibit 1, which is the first page of the Merrill Lynch Client Relationship Agreement.
A Okay. I'm looking at it.
Q Do you recognize the writing at the top of the page that says "Aliza Sherman" with her address below it?
A No, sir.
Q If you'll go to Page 2 of the agreement, do you recognize the handwriting?
A No, sir.
Q Now if you'll flip over to the next page with your notary on there.
A I have it.
Q That is your signature there?
A Yes, sir.
Q Typically when you would notarize documents, would one of the brokers that you work for be with you at the time?
A Not -- I don't remember, but --

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Q Would you typically have the signing party show you any type of identification?

A Just as a normal rule, yes, I would.

Q Okay.

A Normally that's the procedure. I mean --

Q All right. Just so that I'm clear, your procedure would be that, in order to notarize somebody's signature, they would, A, have to be in front of you, correct?

A Yes.

Q And, B, show you some form of identification?

A Yes.

Q And, as we sit here today, you don't recall deviating from that policy at any time?

A No. I don't remember. No. I would say no.

MR. GREEN: Okay. I don't have any further questions.

CROSS EXAMINATION

BY MR. FRIED:

Q My name is Adam Fried. Thank you for agreeing to appear, and I hope everything is warm and comfortable in Florida.

A Not really.

Q I have a few questions.

Have you been -- have you had conversations

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about the circumstances surrounding the notary clause on this exhibit with anybody else?

A No. Are you talking about this affidavit?

Q Not the affidavit. If you look at Exhibit -- the Merrill Lynch Client Relationship Agreement.

A Okay. That's Exhibit A?

Q Yes.

A Have I talked to anyone about this? No.

Q Right.

Has anybody from Merrill Lynch come out to speak to you in person or on the phone concerning this notary clause?

A No, sir.

Q So, as an employee of Merrill Lynch, you were very familiar with the forms; am I correct?

A Yes.

Q And, in particular, you were familiar with this Merrill Lynch Client Relationship Agreement Form, correct?

A Yes.

Q And you were trained on how to fill it out, correct?

A Well, the client filled it out, I didn't fill it out.

Q But you were trained on how to perform the

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notary, correct?

A Well, yes.

Q And so, if you had taken someone's driver's license, for instance, to prove identity, there is a portion of this form that requires you to mark a check; isn't that correct?

A I don't remember.

Q Well, take a look at the form, if you would.

A I can hardly read it, but okay. Where is it?

Q If you look at the place where your signature appears and it says Notarization, State of Ohio, County of Geauga?

A Okay.

Q May 22nd, 2000. Okay?

A Yes.

Q All right. First of all, what county is the Pepper Pike office in?

A What county?

Q Yes.

A I don't know.

Q Was it in Cuyahoga County or Geauga County?

A I would have to assume Cuyahoga County.

Q Okay. So, when we look at your notary clause here, it appears that you notarized this document in Geauga County; is that fair to say?

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A Well, certainly. It was in the office. I would say so.

Q But if it was in Geauga County, then it wouldn't have occurred at the office of Merrill Lynch; am I right?

A Correct, but I only used it in the office. I didn't use it anywhere else.

Q But in this case you wrote down Geauga County, correct?

A Yes.

Q And you know that the Pepper Pike office is in Cuyahoga County?

A Yes. I guess so.

Q Isn't it true that that individuals at Merrill Lynch would sometimes bring the documents to you, wherever you might be, to have them notarized?

A No. I would go down to them at the window.

Q Who is "them at the window"?

A Well, a person that needed a notary. A client of another broker perhaps. I don't -- I keep saying I don't remember, and people just --

Q But you know that there is a window. So you do remember some format by which the notary occurred, correct?

A Yes. I guess so. You know, it's --

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Q And so a window suggests that you would come and there would be somebody on the other side of the window, perhaps?

A Oh, I don't remember.

Q You don't remember. You don't remember somebody simply bringing you a document and saying, My client signed here, please notarize it?

A Well, yes, that part. That would be the broker or the assistant.

Q So, in essence, a broker or an assistant would come to you with a document and ask you to sign because they told you that their client had signed it?

A No. No. No, sir. Something like that wouldn't happen. I mean, I don't remember specifics, but that's not how things are done.

Q Okay. Well, if you take a look at the notary clause again, it says -- after it says, "In Geauga," where this was notarized, it says, "Before me Aliza C. Sherman personally appeared," and then there is a place for a check box, "personally known to me or provided me satisfactory evidence," words to that effect.

Do you see that?

A I can't read it but I see the boxes.

Q Had you received -- had you personally known Aliza Sherman, you would have checked that box, right?

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MR. GREEN: Objection.

THE WITNESS: I don't know why I didn't check that box. It should have been. I don't know why I didn't do that.

BY MR. FRIED:

Q Had you personally known Aliza Sherman you would have checked the box, correct?

MR. GREEN: Objection.

THE WITNESS: I don't remember, sir. Why are you doing this? I don't remember why I didn't check that box. It should have been checked.

BY MR. FRIED:

Q But did you know Aliza Sherman?

A No. I mean -- no, I don't know her. I don't remember her. I don't remember anything about this.

Q That's okay. But again, your procedure would have been to check a box, had you have checked a driver's license, for instance, correct?

MR. GREEN: Objection.

THE WITNESS: Sir, I don't know.

BY MR. FRIED:

Q Well, did you check a box that suggested that you actually viewed or looked at satisfactory evidence of who was signing the form?

A I must have just neglected to hit the box,

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sir. I don't know. I don't know.

Q It's fair to say from this form that you signed that the form itself is the best you can do to remember it because you see your signature, correct?

A Yes.

Q And you have no independent recollection, correct?

A No, sir.

Q And so, if you varied from procedure in some form or for some reason, you might not recall that; is that fair to say?

A I don't recall. I just don't recall.

Q But you also don't recall having notarized anybody's signature in Geauga County, correct?

A No, sir.

Q And you also don't recall the reason why you --

A Sorry. You went out. I couldn't hear you. You went out.

Q Okay. That's fair enough.

You also don't recall the reason why you did not check the box --

A No.

Q -- that you had seen satisfactory evidence, correct?

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A No, sir. I don't know why I didn't check the box. I don't remember.

Q Okay. Thank you. I have no further questions.

MR. GREEN: Ms. Morganti, I just have a couple quick follow-up questions.

REDIRECT EXAMINATION

BY MR. GREEN:

Q In what county in Ohio do you currently reside?

A Chardon. I'm in Geauga County.

Q How long have you resided in Geauga County?

A Seventeen years.

Q In 2000 you were residing in Geauga County?

A Yes, sir.

MR. GREEN: No further questions.

MR. FRIED: Thank you very much for your time.

MR. GREEN: You have the right to review this deposition transcript when it's typed up or you have the right to waive the review of that. It's completely up to you. You just have to let the court reporter know.

THE WITNESS: Okay. All right. I will.

(Deposition concluded at 10:15 p.m.)

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CERTIFICATE OF OATH

STATE OF FLORIDA)
COUNTY OF COLLIER)

I, Elizabeth M. Brooks, Registered Professional Reporter, Notary Public, State of Florida, do hereby certify that, DARLENE MORGANTI, personally appeared before me on the 12th day of November, 2015, and was duly sworn.

Signed this 18th day of November, 2015.

Elizabeth M. Brooks, RPR, FPR
Notary Public
State of Florida
My Commission No. FF 014169
Expires: June 27, 2017

ELIZABETH M. BROOKS
Commission # FF 014169
Expires June 27, 2017
Bonded Thru Troy Fain Insurance 800-385-7019

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CERTIFICATE OF REPORTER

STATE OF FLORIDA

COUNTY OF COLLIER

I, Elizabeth M. Brooks, Registered Professional Reporter, Florida Professional Reporter, do hereby certify that I was authorized to and did stenographically report the deposition of DARLENE MORGANTI; that a review of the transcript was requested, and that the foregoing transcript is a true record of my stenographic notes.

I FURTHER CERTIFY that I am not a relative, employee or attorney, or counsel of any of the parties, nor am I a relative or employee of any of the parties' attorney or counsel connected with the action, nor am I financially interested in the action.

DATED this 18th day of November, 2015, at Naples, Collier County, Florida.



Elizabeth M. Brooks
Registered Professional Reporter
Florida Professional Reporter

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ERRATA SHEET

IN RE: Sherman v. Sherman
Deposition of DARLENE MORGANTI taken on 11/12/15
EMB

DO NOT WRITE ON TRANSCRIPT -- ENTER CHANGES HERE

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Under penalties of perjury, I declare that I have read the foregoing document and that the facts stated in it are true.

_____ _____
DATE

CC: Brian Green, Esq.; Adam E. Fried, Esq.

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In The Matter of:

Jennifer Sherman, etc.

vs.

Sanford Sherman, et al.

Stephen Spiegle

November 12, 2015

Deposition

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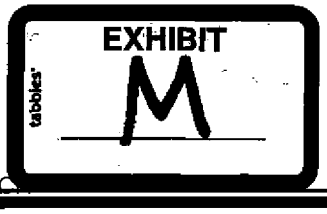

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IN THE COURT OF COMMON PLEAS
CUYAHOGA COUNTY, OHIO

JENNIFER SHERMAN, CO-EXECUTOR,
OF THE ESTATE OF ALIZA SHERMAN,
DECEASED,
Plaintiff,

-vs-

JUDGE MCCLELLAND
CASE NO. CV-14-827479

SANFORD SHERMAN, et al.,
Defendants.

- - - -

Deposition of STEPHEN SPIEGLE, taken as if upon cross-examination before Genevie Morell, a Notary Public within and for the State of Ohio, at the offices of Shapero & Green, LLC, Signature Square II, Suite 220, 25101 Chagrin Boulevard, Beachwood, Ohio, at 1:00 p.m. on Thursday, November 12, 2015, pursuant to notice and/or stipulations of counsel, on behalf of the Defendant in this cause.

- - - -

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On behalf of Stephen Spiegle.

ALSO PRESENT:

Sanford Sherman

W I T N E S S I N D E X

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STEPHEN SPIEGLE, of lawful age, called by the Defendants for the purpose of cross-examination, as provided by the Rules of Civil Procedure, being by me first duly sworn, as hereinafter certified, deposed and said as follows:

CROSS-EXAMINATION OF STEPHEN SPIEGLE

BY MR. GREEN:

Q. Steve, as you know, I'm Brian Green. I represent Sanford Sherman in the matter of Jennifer Sherman, co-executor of the Estate of Aliza Sherman versus Sanford Sherman, pending in the Court of Common Pleas, Cuyahoga County, Ohio, being Case No. CV-14-827479.

And we're here today pursuant to a subpoena that I issued to you, is that correct?

A. Yes.

- - - -

(Thereupon, Defendants' Exhibit 4, Subpoena, was marked for purposes of identification.)

- - - -

Q. I'm going to hand you what we've marked as Exhibit 4. This is a copy of the subpoena that was served upon you?

A. Yes.

Q. And which caused you to appear today?

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A. Yes.
Q. Now, before we get into the deposition, I just want to get on the record so that there are no surprises, you and I have known each other for probably at least 30 years, is that correct?
A. Close to it, yes.
Q. When my uncle took me as a kid to watch you play racquetball at the old Bally's, that's how far back it goes?
A. Oh, Michael.
Q. Yes.
A. Oh, God, you're right.
Q. And through the years I had a personal relationship with members of your family, correct?
A. Yes.
Q. And our firm shares baseball tickets with you, is that correct?
A. Yes.
Q. Your daughter-in-law and I grew up together?
A. Yes.
Q. And you and I have been to many social events together, is that correct?
A. Yes.
Q. And, in fact, members of my family have used you

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throughout the years in a professional nature as well?
A. Yes.
Q. Within the last year I contacted you at some point in time and brought up this case, didn't I, on the phone? Do you recall that?
A. I don't remember.
Q. Does it refresh your recollection that we talked for maybe 20 or 30 seconds and you told me very politely you could not talk to me about this case?
A. Yes.
Q. And since that day, despite the fact that we have seen each other on multiple occasions, we have never once had any discussion about this case?
A. Yes.
Q. Please state your full name for the record.
A. Stephen, S-t-e-p-h-e-n, H., just an initial, Spiegle, S-p-i-e-g-l-e.
Q. What is your address?
A. 15 Laurel, L-a-u-r-e-l, Hill Lane, Pepper Pike, 44124.
Q. Your date of birth?
A. May 2nd, 1942.
Q. You are married, correct?

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A. Yes.
Q. You have two children?
A. Two children, 44 and 40.
MR. BALES: He'll ask you that question if he wants to know.
A. Okay. I'll make it easy, Scott and Jamie.
Q. What's your educational background?
A. Cleveland Heights High School, 1960. Miami University, 1964, bachelor's. MBA from Case Western Reserve, 1966.
Q. You're employed at Merrill Lynch?
A. Yes.
Q. How many years have you been employed --
A. 48 years.
MR. BALES: Let him finish his question all the way before you answer.
A. Okay, I'm sorry.
Q. What is your position at Merrill Lynch?
A. Senior account executive or I think it's first vice president.
Q. Sitting next to me is Sanford Sherman. Do you know Dr. Sherman?
A. Yes.
Q. Have you met him before?
A. Yes.

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Q. How long have you known him?
A. About 15 years.
Q. What were the circumstances of the two of you meeting?
A. He was referred to me by his accountant.
Q. Who's his accountant, if you recall?
A. Carl Einstein.
Q. Prior to that, had you ever met Sanford Sherman?
A. No.
Q. At some point, did he become a customer of yours?
A. Yes.
Q. Do you recall when he became a customer of yours?
A. About 15 years ago.
Q. Did you ever meet Aliza Sherman?
A. I don't remember.
Q. As we sit here today, do you have any independent recollection as to whether or not you ever met Aliza Sherman?
A. I can't recall.
Q. Do you have any recollection as to whether or not you ever spoke with Aliza Sherman on the telephone?
A. I'm not sure.
Q. Do you keep any records, phone records or notes, which would allow you to determine whether or not

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you ever were in contact with or met Aliza Sherman?
A. No.

- - - -

(Thereupon, Defendants' Exhibit 5, Power of Attorney, was marked for purposes of identification.)

- - - -

Q. I'm going to hand you what has been marked as Exhibit 5.
Do you recognize that form of document, not necessarily that document, but that form?
A. Yes.
Q. What is that?
A. It's a power of attorney.
Q. Is that Merrill Lynch's standard form power of attorney?
A. Yes.
Q. Do you know whether or not you've ever seen that document before?
A. I don't remember back to 2000 about it now.
Q. And that's dated May 22nd of 2000?
A. Right. May 17th.
Q. I'm sorry, May 17th.
Would it be your procedure to have your

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clients fill those documents out with you or would you have that done with one of your assistants?
A. It could be done either way.
Q. Is there anything on that document that would give you any indication as to whether or not you were involved in its preparation or whether or not one of your assistants was involved?
A. No.
Q. Did Sanford Sherman regularly come into your office, if you recall?
A. No. What is regularly?
Q. So walk me through how a typical relationship, like the Sanfords were. He opens up the account with you. And then how does your contact, if any, work with him?
A. Mostly on the phone. Occasionally, he would come in, I don't remember, but if he would make a deposit or if he had questions.
Q. Do you recall meeting with him on more than one occasion in person at your office?
A. Yes.
Q. Do you have any recollection as to how many times you met with him at the office?
A. No.

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- - - -

(Thereupon, Defendants' Exhibit 6, Transfer on Death, was marked for purposes of identification.)

- - - -

Q. Handing you what's been marked as Exhibit 6, are you familiar with this form of document?
A. Yes.
Q. This is Merrill Lynch's transfer on death --
A. Yes.
Q. -- agreement?
If you look over to the last page of this agreement, it is notarized by somebody by the name of Darlene Morganti?
A. Yes.
Q. Do you know Darlene Morganti?
A. Yes.
Q. How do you know her?
A. She used to work with Jeff Danziger and myself when we were in partnership.
Q. Just so you know, we conducted her deposition earlier today via video, she's down in Florida, and she did testify that that's her name on this document. Okay?
A. Yes.

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Q. What was her position with you and Jeff Danziger?
A. Sales assistant.
Q. Would you ever ask her or have her notarize a document where the witness did not sign in front of her?
A. No.
Q. So it was your practice and procedure to require the signing party to present themselves in front of Ms. Morganti before you would have her notarize?
A. Yes.
Q. As we sit here today, do you know of any times where that procedure was ever deviated from?
A. No.
Q. In addition to that, would you present your client to Ms. Morganti for signature?
A. If I were to --
MR. BALES: Objection. Are you talking about Dr. Sanford or just in general?
Q. I'm asking in general. You can strike that.
In general, was it your practice to introduce your customer to Ms. Morganti and say this is so and so, can you notarize?
A. If I was in the office, yes.

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Q. If you were not in the office, would somebody else from your group have to do that?
A. Unless -- yes. Unless I told Darlene in advance that someone was coming in to sign a TOD form.
Q. Understood.
So if there was arrangements made in advance?
A. Exactly.
Q. Do you recall in this specific instance whether or not you were at the office when Ms. Morganti notarized the document that's been marked as Exhibit 6?
A. I don't remember.
Q. Before we get to this next exhibit, going back to Exhibit 5, which is the durable power of attorney?
A. Yes.
Q. Do you recall that there was a durable power of attorney in place when Ms. Sherman's account was opened?
A. I believe it was opened several weeks after the power of attorney was signed, several weeks after.
Q. And after the power of attorney was signed, did you take instructions from Sanford Sherman as to trades and actions in that account?

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A. Yes.
Q. Based on the power of attorney?
A. Yes.

- - - -

(Thereupon, Defendants' Exhibit 7, New Account document, was marked for purposes of identification.)

- - - -

Q. Let's take a look now at Exhibit 7.
Are you familiar with this form document?
A. Yes.
Q. And what is that?
A. It's a new account document.
Q. Do you know whose writing appears at the top of the page? Do you recognize that writing?
A. No.
Q. Did you have an assistant, other than Ms. Morganti, working with you at the time that would have been available or helped you in opening up new accounts?
A. Yes.
Q. And who was that?
A. 15 years ago, I'm not sure. It could have been probably several different ones. The young ladies with me now were not with me 15 years ago.

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Q. Do you have any idea who the ladies that were with you then? Do you recall any of them?
A. It could have been Stacey Lampros, L-a-m-p-r-o-s. I'm guessing on the others from the time. I don't know if she was working then, Jodi Katz, K-a-t-z.
Q. Do you know where Stacey Lampros is now?
A. She works for another firm. She works in the same firm Mike Zweig is at. I don't know which one he's at now. And Jodi doesn't work here -- isn't in the business anymore. Jodi's husband passed away and I don't know who she works for now.
Q. So that I'm clear, is it after the account was opened you received the power of attorney and you acted on that power of attorney subject to Sanford Sherman's instructions?
A. Yes.
Q. Now, I'm going to hand you what we're going to mark as Exhibit 8.

- - - -

(Thereupon, Defendants' Exhibit 8 was marked for purposes of identification.)

- - - -

Q. This is a letter that we actually received from Merrill Lynch in production.
Have you seen this letter before?
A. I am not sure. I don't remember if I've seen it before.
Q. There's a handwritten date at the top, July 7, 2004.
Do you recognize whose handwriting that is?
A. No.
Q. At Merrill Lynch there's a policy when a letter is sent to you -- you do not open your own mail, do you?
A. No.
Q. Somebody else opens it for you?
A. Yes.
Q. If a letter is undated, is it the procedure and policy at Merrill Lynch for somebody to put a date on that letter?
A. I don't know.
Q. At some point in time in or around July of 2004 did you stop acting on Sanford Sherman's instructions because of this letter?
A. Yes.
Q. And at that point in time you would not take instruction from him as to trading in the account because he no longer had a power of attorney, as

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you understood it?
A. Yes.
Q. Did you have any discussions with Sanford Sherman about this?
A. I don't remember.
Q. Do you recall if you had any discussions with Aliza Sherman about it?
A. I don't remember. I can't recall.
Q. Would you have been the one primarily responsible for working the Sherman accounts or would that have been your son?
A. At that time it was me.

- - - -

(Thereupon, Defendants' Exhibit 9, Power of Attorney, was marked for purposes of identification.)

- - - -

Q. Handing you what has been marked as Exhibit 9, do you recognize that form of document?
A. Yes.
Q. Do you know whose handwriting it is on the first page? Do you recognize that handwriting?
A. No.
Q. This is Merrill Lynch's form durable power of attorney?

A. Yes.
Q. If you'll flip over to the fifth page of the document, there's a signature line, signature block?
A. Yes.
Q. And you see that it appears to be witnessed by someone named Mark Martin?
A. Yes.
Q. I'll represent to you that before your deposition we took Mark Martin's deposition today. It's my understanding he's a maintenance person in your building?
A. Yes.
Q. Is he somebody that you or your office would call on from time to time to witness documents?
A. Occasionally.
Q. What was the purpose of having Mr. Martin witness it as opposed to somebody else in the Merrill Lynch office?
A. I don't know the procedure, if somebody at Merrill Lynch can witness it. And I'm not sure if anybody was available.
Q. So from time to time someone in your office would summon Mark, who was around the building, to witness things?

A. Yes.
Q. To your knowledge, was Mr. Martin ever asked to witness a document where he did not see the person sign?
A. No.
Q. Was it your practice to introduce to Mr. Martin the person signing and present them to him?
A. If I were there, yes.
Q. And if you were not there, was your staff instructed to make that presentation?
A. Yes.
Q. So in other words, if Mr. Martin was brought into the room, either you -- if you did it you would say to Mr. Martin, this is so and so, correct?
A. Yes.
Q. And if you were not there, you had instructed your staff to make that introduction?
A. Yes.
Q. So that the person that Mark was witnessing the signature would know whether it was a male or female?
A. Exactly.
Q. Do you have any independent recollection in December of 2004 whether or not you made the introduction or whether or not it was someone

else from your office?
A. I don't remember.

- - - -

(Thereupon, Defendants' Exhibit 10 was marked for purposes of identification.)

- - - -

Q. Handing you what's been marked as Exhibit 10, it's a letter dated November 17th, 2000 to Aliza Sherman from somebody by the name of David Eberhart.
Have you ever seen this letter before?
A. No.
Q. Do you know who David Eberhart is?
A. No.
Q. Have you ever seen this form of letter before?
A. No.
Q. In the first paragraph of the letter it says, "Your enrollment has been accepted and you will soon receive a consolidated monthly statement"?
A. Yes.
Q. To your knowledge, in November of 2000, was it Merrill Lynch's policy and procedure to send out monthly statements to its customers?
A. Yes.
Q. At that point in time was it even possible to

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receive statements electronically or were they still sent through the mail?
A. Not that I'm aware of.
Q. Could clients decline to receive monthly statements or did they have to be sent?
A. Had to be sent.
Q. So each month a statement would be sent to the address listed on this letter?
A. Correct.
Q. And to your knowledge, this was the address that you had for Ms. Sherman --
A. Yes.
Q. -- in 2000?
MR. BALES: Let him finish his question.
A. Okay, I'm sorry.
- - - -
(Thereupon, Defendants' Exhibit 11 was marked for purposes of identification.)
- - - -
Q. Handing you what has been marked as Exhibit 11, do you recognize this document?
A. No.
Q. It's a monthly cash flow, the first page, is that correct?

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A. Yes.
MR. BALES: Take a minute if you need to look at this document.
A. Okay.
Q. I'm not vouching that all of these documents necessarily go in the same order. These were documents that were presented to me in the course of this case in discovery. So I'm not going to go through each one, but I want to ask you some basic questions about them.
A. Sure.
Q. The first page of the document says, Monthly Cash Flow prepared for Aliza Sherman and prepared by Stacey Lampros.
She worked for you in February of 2003?
A. Yes.
Q. Is this the type of document that you would have your assistants prepare for your customers?
A. Yes.
Q. This document would then get sent to their house or presented to them in person?
A. Either way.
Q. Now, if you'll flip over about six pages in, there's something called Holdings By Principal Due?

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A. Right.
Q. Do you see that? And it lists a whole bunch of holdings?
A. Right.
Q. These are some type of bonds, correct?
A. Yes.
Q. And one of your specialities is dealing with bonds?
A. Yes.
Q. When you would do a buy or a sell of a bond, that would create a transaction notice, correct?
A. Yes.
Q. And each time that one of those transaction notices was created, would that get sent to the client?
A. Yes.
Q. And with each one of these bonds as well, do they present or prepare yearly prospectus or other informational items for their clients?
A. No.
Q. So if you own a bond, unlike a stock, you don't get a yearly prospectus?
A. No. You're not getting quarterly reports of earnings, no.
Q. Do you get anything on a yearly basis?

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A. No.
Q. In Aliza Sherman's account, can you tell whether or not from these documents there were any securities in addition to bonds?
A. Yes.
MR. BALES: Object to the question. "Securities"? I think they're all securities.
Q. That's a fair objection.
A. Equities.
Q. Were there any equities --
A. No.
Q. -- in her account?
A. No, not that I'm aware of.
Q. Can you just take a look through all these documents to make sure that you don't believe that there were any equities, that these are all bonds.
MR. BALES: Just in the sections concerning the holdings by principal or all the way through, counsel?
MR. GREEN: All the way through.
MR. BALES: Take a minute to look through them.
A. There aren't because that's a hundred percent

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bonds. On that page it shows a hundred percent bonds.
Q. So each time a bond is bought and sold it would generate a transaction summary that would get sent to a customer?
A. No. If it's sold, yes, but if it's redeemed, no.
Q. When you made the actual purchase of the bond though?
A. Yes.
Q. And then these bonds yielded some kind of payment to the customer, right?
A. Unless they were zero coupons.
Q. Are these all zero coupon bonds?
A. It says 4.9, 5.25 zero coupon. So there were some of each.
Q. Explain to me the difference between the zero coupon and the ones that have an interest rate with them.
A. A zero coupon bond is like a savings bonds. When you were young your parents paid 18.75 to get back $25. Zero coupon bonds you buy for less than face value to get back face value. The regular bonds pay interest. The zero coupon's compound at whatever the underlying rate when you bought them.

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Q. The interest bonds, do they create an interest statement so that the customer knows how much they're getting?
A. It's on the monthly statement, but they don't create an interest statement.
Q. At the end of the year is there an interest statement?
A. Every month they see what they're getting.
Q. So each month a statement is sent to the customer showing what's going on with that bond?
A. No. Each month the statement is sent to the customer showing all the holdings in his or her account. And in addition to giving a list of all the bonds, it shows what bonds have paid interest and how much they've received.
Q. Understood.
And that is sent out month after month after month?
A. Every month.
Q. Do you know if you ever received any return notice that Aliza Sherman was not getting her monthly statement?
A. No.
Q. Do you have a policy as to setting up regular meetings with your customers to go over their

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accounts?
A. Yes.
Q. Do you know if that was done with Aliza Sherman?
A. I don't remember.
Q. You don't remember doing it or not doing it?
A. I don't remember doing it.
Q. Dating back to the 2003/2004 time frame, do you have specific recollections of any customer meetings you had during that period of time?
A. Any customer meetings?
Q. Yes.
A. No, not really.
Q. You just don't remember back that far?
A. No.
Q. If we take a short break, I think that we will be done.

- - - -

(Thereupon, a recess was had.)

- - - -

Q. I have next to me several thousand pages of documents from this particular account and this is the account that we've been talking about, Aliza's account, is 617-56864. I'm not going through each one of those documents, but I just have three global questions.

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If there was a certificate of deposit held in Aliza Sherman's account, would that generate a prospectus?
A. If it were bought as a new issue, it would.
Q. Okay.
A. If it were bought in a secondary market, I'm not sure.
Q. Would it then yield some kind of separate monthly statement?
A. (Indicating.)
MR. BALES: You have to answer.
You can't shake your head.
A. I'm sorry. No.
Q. If there was a mutual fund that was in her account at anytime, would that yield a prospectus?
A. If it were purchased in her account, yes.
Q. And if there was a security in her account, would that have yielded a prospectus?
MR. BALES: Object to the form, but go ahead.
A. A prospectus, no. No, you might get a quarterly report. I'm not sure if they all go out or not.
Q. But certainly if you bought a mutual fund, it would generate a statement of the purchase of the

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trade confirmation, correct?
A. Correct.
Q. That would get sent to her?
A. Yes.
Q. And the same thing within equity?
A. Yes.
MR. GREEN: No further questions.
- - - -
CROSS-EXAMINATION OF STEPHEN SPIEGLE
BY MR. FRIED:
Q. Mr. Spiegle, thank you for coming. Can you hear me?
A. Sure, I hear you.
Q. Adam Fried, I represent Jennifer Sherman, who is the executor of the estate of Aliza Sherman, and I have some questions that I would appreciate if you would answer for me.
First of all, have you ever given a deposition before?
A. One time.
Q. In what kind of a matter?
A. A customer dealt with about three brokers in the Merrill Lynch office. He left Prudential to go on his own -- he left Progressive to go on his own and he decided of all the brokers, he would

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sue me because I did not tell him to open up a 401(k). He sued myself. He sued the accountant.
The accountant caved in. He was an individual practitioner. After the deposition, at the end of it --
MR. BALES: I don't want you to get into anything that would be a privileged communication with the attorney that you were representing.
A. I'm sorry.
Q. That's all right. And I don't need to get into all that.
Point is, you've been deposed before?
A. One time.
Q. Your business is highly regulated, isn't it?
A. Yes.
Q. You got regulations that you have to deal with?
A. Yes.
Q. Regulations that deal with keeping track of contacts, correct?
If you have a contact with a client, if a client contacts you and asks for something, you keep track of it, don't you?
A. Did not. We have not.
Q. Do you have a lot of one million plus clients?

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A. Yes.
Q. And how many of those do you not recall ever meeting?
A. I don't remember.
Q. It's fair to say you don't recall ever meeting Aliza Sherman?
A. No, I'm not sure I met her.
Q. Do you have any records of any correspondence with Aliza Sherman at all?
A. Other than these, no.
Q. So when you bring on a new client, what are you supposed to do and what kind of paperwork are you supposed to get from them?
MR. BALES: Object to the form.
You can answer.
A. You're supposed to fill out a new account document.
Q. Okay.
A. And I give the client my card and we'd talk.
Q. Is there any documents that are prepared or that are discussed with regard to a person's investment objectives?
A. We --
MR. BALES: Object to the form.
A. We put that on the new account document,

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conservative, moderate, aggressive.
Q. And is there any other questionnaires in the 2000 time frame, for instance, 1999, 2000 time frame, that is revealed or reviewed with a client where questions are asked and answers are provided?
A. No, not that I'm aware of.
Q. Is that available today?
A. Unless the client wants to do specific things, like option trading or something like that, I don't believe there is.
Q. Was there any option trading on this account?
A. None.
Q. No option trading?
A. None.
Q. How is it that a client comes into possession of the account opening statements? Are they mailed out?
A. Mailed.
Q. And how is that accomplished? What would be the process by which you would come with a new client and mail out forms?
A. Do you mean the statement after the account's been opened?
Q. No, the opening of the account.
A. The opening of the account?

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Q. Yes.
A. Either the client comes in the office or someone brings in the papers filled out.
Q. Okay. So there are occasions where a new client might have a conversation with you, you'll mail out the new forms and the new forms would be brought in all filled out for you?
A. Correct.
Q. Is there an order by which things happen at your office in terms of an opening up of a new account?
A. I don't understand.
Q. So I would imagine the first step is to get a new account opened before anything else can happen, correct?
A. Correct.
Q. Why is that?
A. If you want to open an account and do a transaction, we're required to have papers filled out.
Q. So the first order of event is to open up a new account.
Do you know if that's what happened here?
A. I believe the account was opened before anything was done.

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Q. That's standard practice, isn't it, to open up the account, for instance, before a power of attorney is signed?
A. Yes, the account's got to be open first.
Q. I would like to have you take a look at the client relationship agreement that was marked as Exhibit 7.
A. Okay.
Q. First of all, is this a complete document?
A. This is the document that has to be signed. There's another document that, I don't know if the girls keep or not, that's called the CRA, which is the document where we say, what do you do for a living, how much money do you make, you know, we ask more detailed questions.
Q. Okay.
A. What are your objectives. They're not on here.
Q. Is there a CRA form that you're aware of that exists for Aliza Sherman where she was asked those questions and answered them?
A. No, I'm not aware.
Q. Have you ever seen a CRA form filled out by Aliza Sherman?
A. I don't remember.
Q. Where would we find such a document?

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A. I don't think they keep those. I don't think so. I'm not sure. They keep this, but I don't think they keep that because there's no signatures on there.
Q. So if there was a CRA document that had Aliza's handwriting, for instance, you don't know where it is? It might have been destroyed?
A. I don't know where it is.
Q. Is it fair to say Merrill Lynch would engage in destroying those kinds of documents?
MR. BALES: Object to the form.
You can answer.
A. I don't think the question is destroying. There's no signatures on them. And once they get the information for the new account, the girls input it in the computer.
Q. Okay.
A. They have the signature here and I think they throw them away, but, again, I'm not sure.
Q. So there would be at least somewhere in your computer a form or at least information that would demonstrate the questions were asked and answered?
A. Yes.
Q. And who would do the question answering -- who would ask the questions?

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A. Either myself or one of the client associates.
Q. Okay. I've never seen such a printout from Merrill Lynch. I know there's been subpoenas issued to Merrill Lynch.
Do you know if that exists on any recoverable form at this point for Aliza Sherman?
A. Oh, you mean -- I said I really believe they don't keep them.
Q. But the question I have for you is: This Merrill Lynch client relationship agreement, it's signed, but there's no suggestion that her signature has been witnessed or notarized.
Is this a complete document?
A. Yes.
Q. So is it fair to say that the client -- Merrill Lynch client relationship agreement when opened is not witnessed?
A. Correct.
Q. How well do you know your forms?
A. To some extent.
Q. It's fair to say that you don't handle a lot of the form work, am I right?
A. I do not do all the work.
Q. That's why you have administrative assistants, to

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help you with the forms?
A. Yes.
Q. So it's fair to say as you sit here today you're not -- is it fair to say that you're not entirely certain that the Merrill Lynch client relationship agreement is not signed or notarized or witnessed or notarized?
MR. BALES: Object to the form. I'm not sure which questions you want to ask.
Q. I'll re-ask the question. I appreciate that. Exhibit 7, is it fair to say that it is the form policy procedure of Merrill Lynch on the opening of a client relationship agreement that it is not witnessed or notarized, the client's signature?
A. Yes.
Q. Can you tell when, by looking at this document, when the Merrill Lynch client relationship agreement was recorded?
MR. BALES: Recorded?
Q. Yes, with your offices as being opened.
A. I don't see a date on it.
Q. How would you tell the date that this account was opened?

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A. You'd have to go into the computer to see when the account was opened.
Q. When you say "go into the computer," what are you referring to? Is there a program you would open, an account -- how would you track this information?
A. I would identify the account by the last name of the client.
Q. And if you pulled up, for instance, Sherman, what would show up on this account form on your computer?
A. Right now on this account it would not show up. The account's been closed for three, four, five years.
Q. So is it fair to say that once the account is closed, at some point after the account is closed the information sheet on your program is essentially deleted?
A. Yes.
MR. BALES: Object to the form.
Q. Is it copied or recorded anywhere with Merrill Lynch so that historically someone could go back and say, "What is the exact date that this Merrill Lynch client relationship agreement is opened?"

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A. I'm not sure.
Q. What is a TOD beneficiary designation?
A. Transfer on death.
Q. And is that typically created at the same time the account is opened?
A. Not necessarily.
Q. Under what circumstances is it created?
A. It's usually created when the account's not a trust because the trust determines where the assets go. If it's not a trust, quite often we'll send out TOD forms.
Q. Well, you're looking at number 7 and you see number 7 suggests that this is an individual account to you, correct?
A. Right.
Q. And you see the numbers up top, it has an account number?
A. Yes.
Q. And the account number was assigned when, on the day that this account document was provided to you?
A. Yes.
Q. So do you know, can you tell whether this was filled out in your office or not?
A. No.

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Q. So we have an individual account. This suggests that there might be the need for a beneficiary designation, correct, or at least a discussion of a beneficiary designation with a client?
A. It doesn't happen all that often.
Q. Do you know if this Merrill Lynch client relationship agreement was filled out at your office or filled out elsewhere?
A. I don't remember.
Q. I'd like to have this document marked as the next in line.
- - - -
(Thereupon, Plaintiff's Exhibit 12 was marked for purposes of identification.)
- - - -
Q. So you have 12 in front of you?
A. Yes.
Q. There's a few more pages to that document, correct?
A. Yes.
Q. And you have Exhibit 7 in front of you. If you could look at that as well.
A. Okay.
Q. And so Exhibit 7, the second page shows that there is a beneficiary designation, is that

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correct?
A. Yes.
Q. So you would expect that at the creation of this document there would have also been a TOD account form signed, correct?
A. Possibly.
Q. Why wouldn't it happen that way?
A. It's just not always done.
Q. If one of your employees --
MR. BALES: Object to the form.
Q. Was Darlene Morganti an employee of yours or Merrill Lynch?
A. Merrill Lynch.
Q. So if one of Merrill Lynch's employees notarized a document, would you expect that to have occurred at your office?
A. Yes.
Q. You might not have been present or even known it was occurring, is that fair to say?
A. Yes.
Q. Because things happen without your knowledge because of the process of paperwork coming in and out?
A. Yes.
Q. Correct?

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A. Yes.
Q. Have all of your Merrill Lynch employees, to your knowledge, one hundred percent of the time did things according to procedure?
A. Yes.
Q. Has anybody ever been fired in your office for not following procedure?
MR. BALES: Objection. You can answer if you know.
A. Yes.
Q. So the answer to the question is not a hundred percent of the time people have followed procedure because there's a reason why sometimes people get fired, correct?
A. Yes.
Q. So you can't guarantee that things have always occurred in accordance with procedure, you can only do your best to monitor, correct?
A. Yes.
Q. So if you look at 12, there is a Merrill Lynch client relationship agreement, page 1 and 2, correct?
A. Yes.
Q. And then there's the third page -- it looks like a signed transfer on death agreement?

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A. Yes.
Q. Signed and notarized?
A. Correct.
Q. Dated May 22nd, 2000?
A. Yes.
Q. Is your office in Geauga County?
A. No.
Q. This notary is in Geauga County, is that what it says?
A. Yes.
Q. Do you know if Sanford Sherman or Aliza Sherman had a relationship with Darlene Morganti that they would have gone out to her house?
A. No.
Q. If Aliza Sherman walked into the room today would you know who she was?
A. Just from seeing pictures. It's been a while.
Q. Well, you don't know if you've ever met her?
A. Right.
Q. And so if you were to notarize a document for her, you would expect and want to see some kind of identification, correct?
MR. GREEN: Objection.
A. If we opened the account, you know, I've done this for a long time, I've never -- not a good

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word. I don't remember ever asking a person for her driver's license or her passport.
Q. So if Sanford Sherman came in with a different woman and said, "This is my wife Aliza Sherman," you wouldn't know the difference?
MR. BALES: Object to the hypothetical.
Q. Is that fair to say?
MR. GREEN: Objection.
MR. BALES: Objection.
A. I'm sorry, can you ask it again?
Q. If Sanford Sherman, a new client whom you've never met, comes into your office with a woman and says, "This is my wife, Aliza Sherman," you wouldn't know the difference, would you?
A. No.
MR. GREEN: Objection.
MR. BALES: Objection.
Q. And it's fair to say that you never instructed Darlene Morganti or any person at your office, Merrill Lynch office, to check a driver's license to confirm the identity of a person to whom they are notarizing or witnessing, is that fair to say?
MR. BALES: Objection. For what

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period of time, counsel?
Q. Let's call it the 1999 through 2005 time frame.
MR. BALES: Same objection.
A. I don't know if Darlene or now Denise Zielinski asks for ID.
Q. The question was whether you've ever instructed somebody to do it?
A. Never.
Q. Or whether you have educated somebody that that should be done, correct? The answer is you haven't?
A. No, I haven't.
Q. So you see on this TOD document, portion of this document, that it's dated May 22nd, 2000?
A. Yes.
Q. Do you have any reason to believe that this account was not opened on May 22nd, 2000?
A. I believe the account was opened before.
Q. You believe it was opened before May 22nd, 2000?
A. Yes, I believe it was.
Q. And how do you come to that belief?
A. Again, I don't remember, but looking at the new accounts documents --
Q. Let's look at the new account documents, maybe that will help. Which document are you referring

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to?
A. There's no date on the new account document.
Q. Where would you be able to look if you had to go back to your office today, where would you look to see the exact date that the new account document was opened, the new account was opened?
A. I wouldn't be able to.
Q. So based upon at least the document titled the Merrill Lynch client relationship agreement, you can't tell what date it was opened, correct?
A. No.
Q. And you can't tell what date it is opened based on the TOD designation, correct?
A. Correct. One thing we can do would be to go back and see when the initial deposit was made and I think it was made before that, because we can't open a new account -- we can't take a deposit without the new account being opened.
Q. So the new account is opened at the same time the deposit is made?
A. Sometimes.
Q. What do you mean "sometimes"?
A. I had a man come in yesterday, he was a referral from an accountant. He's opening an account. The girls took the information, but he said,

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"I'll bring you a check next week."
Q. So the account was opened first?
A. The account was not opened. The information was taken. We won't open the account until he comes in with the deposit.
Q. So it's fair to say you could tell by your procedures at Merrill Lynch, as they existed in 1999/2000 time frame, that there would not have been an account opened until the initial deposit was made, correct?
A. Probably.
Q. But you can't say that for sure?
A. No.
Q. So in other words, the date that the deposit was made may or may not coincide with the date the account was opened?
A. Yes.
Q. So there is no place you could look to determine exactly what date the account was opened, at least to the best of your knowledge?
A. Correct.
Q. So if someone comes into your office and a document is notarized and it's a new client, would you expect to have met with that person on that date or not?

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MR. BALES: Object to the form.
A. If I were in the office, yes.
Q. Somebody you would have expected would have met with the person, correct? Maybe, maybe not?
A. Exactly.
Q. So a notary or a witness signature could happen without your knowledge and/or even anybody knowing that they were going to show up beforehand, correct?
A. Possibly.
Q. Somebody could walk in the door today, present the document that was mailed out and say, "Here we go, can you witness this or notarize this for us"?
MR. BALES: Object to the form.
MR. GREEN: Objection.
MR. BALES: You can answer.
A. Could you repeat that?
- - - -
(Thereupon, the requested portion of the record was read by the Notary.)
- - - -
MR. BALES: Objection.
MR. GREEN: Objection. He's already testified to that.

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A. Could anybody do it, unlikely.
Q. But it could happen?
A. Possibly, yes.
Q. To your knowledge, has there ever been a circumstance where the durable power of attorney form was signed before the account was opened?
A. I can't recall.
Q. Is it fair to say that when someone comes in to you or calls you, meets with you for the first time, that you are going to -- and express that they want to open up an account, what kind of documents would be mailed out to them if they requested documents in the mail?
MR. BALES: Object to the form.
Go ahead.
A. We would send out the CRA. We'd send out -- I called it a CRA before. I was wrong. It's a fact sheet with the information, income, job, own a home, rent a home, everything like that, and then any other documents the client wanted.
Q. That could include a power of attorney form?
A. It could include a power of attorney.
Q. It could include a transfer on death designation?
A. Yes.
Q. In fact, if there was going to be a designated

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beneficiary, as there was with this client, Merrill Lynch client relationship agreement, as you could tell from page 2, you would have included the transfer on death designation document to go along with that, wouldn't you have?
A. If the customer asked for it, yes.
Q. Can we mark this as exhibit --
A. 13.
Q. -- 13, thank you.
- - - -
(Thereupon, Defendants' Exhibit 13 was marked for purposes of identification.)
- - - -
Q. Did you have a chance to see that document I just handed you as 13?
A. Yes.
Q. Do you recognize this document?
A. I see it now.
Q. Do you recognize what it is?
A. Yes.
Q. It's a form you're familiar with?
A. Yes.
Q. But it's not necessarily a document you recall?
A. Yes.

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Q. And is it fair to say you might not have ever seen this document in the course of your business?
A. I'm not sure.
Q. Well, when someone fills out a power of attorney, first of all, it would suggest that there's going to be an agent dealing with an account, correct?
A. Correct.
Q. And you're the primary contact, at least when it comes to the notion of giving advice?
A. Yes.
Q. Your assistants don't give advice?
A. No.
Q. So if someone called on your behalf or on behalf of a client, you would want to know that they actually have authority, correct?
A. Yes.
Q. Do you know whose handwriting's on the first page of Exhibit 13?
A. No.
Q. If you go to the page where there's a notice --
A. Yes.
Q. -- with a signature?
A. Yes.
Q. Who's April Reese?

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MR. GREEN: It's Gail Reese.
Q. I'm sorry, Gail Reese?
A. I have no idea.
Q. She didn't work for you, did she?
A. I don't think so.
Q. So this document appeared to have been signed by -- a signature purporting to that to be Aliza Sherman?
A. Yes.
Q. And witnessed by a person named Gail Reese?
A. Yes.
Q. May 17th, 2000?
A. Yes.
Q. Now, let's look at the client relationship agreement and the TOD document.
A. Number 12?
Q. Number 12.
A. Okay.
Q. Number 12 shows a signature and it's dated May 22nd, 2000?
MR. BALES: Object to the form.
A. Yes.
Q. How is it that this power of attorney form comes to be signed and witnessed by someone who's not in your office three days -- or five days, I'm

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sorry, before the TOD designation? Do you know?
A. No, I don't.
Q. That's an irregularity, isn't it?
MR. GREEN: Objection.
MR. BALES: Object to the form.
Q. I mean, it's irregular to you?
MR. GREEN: Objection.
MR. BALES: Same objection.
A. I'm not sure it's an irregularity.
Q. You don't know one way or the other?
A. No.
Q. You've never seen anything like that before, have you?
MR. GREEN: Objection.
MR. BALES: Objection.
A. I don't remember if I've seen things like this, but it's not an irregularity.
Q. If someone comes into your office for the purpose of having a client relationship TOD designation signed and notarized, they could also do the same with a power of attorney form, am I right?
A. Yes.
Q. And your power of attorney form here, the one that we've marked as 13, don't contain a notary clause, am I correct?

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A. Correct.
Q. So you don't know if this document was actually signed by Aliza, the power of attorney form marked as 13, do you?
A. No, I'm not sure.
Q. And you never called Aliza, to your knowledge, to ask her if she, in fact, signed a power of attorney form, did you?
A. I don't remember.
Q. And, in fact, as far as you know personally, you have no personal knowledge that Aliza ever even came into your office, am I right?
A. I don't remember.
Q. So powers of attorney are dangerous instruments, aren't they?
MR. GREEN: Objection.
MR. BALES: Objection to form.
Q. They could be used to steal, can't they?
MR. GREEN: Objection.
MR. BALES: Objection.
A. It depends what the person checks off, the powers they're giving.
Q. If the person checks off the powers, correct?
A. Correct.
MR. BALES: Objection.

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Q. You don't have a procedure in your office to confirm that a person, in fact, signed and checked off the form that relates to the powers given --
MR. BALES: Objection to form.
Q. -- to confirm that it's accurate?
MR. BALES: Sorry, I didn't mean to interrupt your question.
Object to form.
MR. FRIED: We could just have you object to all form, all questions to form.
MR. BALES: No, no, I'll do it individually.
A. Let's go back to that again.
MR. FRIED: Can you re-read the question.
- - - -
(Thereupon, the requested portion of the record was read by the Notary.)
- - - -
MR. BALES: Same objection.
A. The only thing we have is the form was brought in and witnessed and they have to initial.
Q. Have you heard of the phrase "know your client"?
A. Yes.

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Q. Did you know Aliza Sherman?
A. I don't remember.
Q. And you have no documents anywhere in any place in your office or with Merrill Lynch that you're aware of that actually connects you to any knowledge of Aliza Sherman, am I correct?
MR. BALES: Objection. Asked and answered.
A. No.
Q. I'm not correct or I am correct?
A. No, I don't have documents.
Q. I just wanted to make sure because we almost created a double negative.
How is it that you recall Sanford Sherman?
A. He came in as a referral.
Q. Well, he comes in as a referral. You've met him more than once, right, as a client?
A. Yes.
Q. So you can recall Sanford Sherman, but you can't recall Aliza Sherman?
A. Yes.
Q. So from your own personal recollection, the person with whom you did business was Sanford Sherman, right?
A. Yes.

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Q. Do you know if Aliza Sherman received her own mail?
A. I have no idea.
Q. Was any mail signed for by Aliza Sherman that was sent by you or anyone at Merrill Lynch?
A. No.
Q. Because it's all sent by regular mail, right?
A. Right.
Q. Do you know if Aliza Sherman was afraid of her husband?
MR. GREEN: Objection.
A. No idea.
Q. Do you know if she was allowed to receive the mail?
A. No idea.
Q. So just because letters or mail was sent by Merrill Lynch to Aliza's home does not necessarily mean she received them, am I right?
MR. GREEN: Objection.
A. I would have no idea.
Q. In fact, isn't it a fact that all communications regarding the account that was established for Aliza came through Sanford Sherman?
MR. GREEN: Objection.
A. I don't remember.

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Q. Do you have any documents that suggest that Aliza Sherman ever gave you a single instruction as to how to manage the assets of her account?
MR. BALES: Object to the form.
A. Documents, no.
Q. And do you have a recollection of her ever calling you?
A. I can't recall.
Q. Do you have any older clients, meaning elderly persons?
A. Numerous.
Q. And are you ever concerned about them because of medical condition, dementia, things like that?
MR. BALES: Object to the form.
A. Yes.
Q. Do you ever have people with a power of attorney take advantage or you think are taking advantage of an elderly person?
MR. GREEN: Objection.
MR. BALES: Objection.
A. Never.
Q. When you have a client that you're concerned about, do you maintain a relationship with that client?
MR. BALES: Object to the form.

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A. I try to.
Q. In other words, you might have a phone call with them, check on them, visit with them?
A. Yes.
Q. In fact, most, if not all, of your clients you follow up with, hey, this is the current status of the market, we've got problems, would you like to reconsider your investments or at least do something with your investments different than what you might have today?
A. Yes.
Q. Isn't that part of what you do?
A. Yes.
Q. When you make those kinds of phone calls, do you keep record of it that you reached out to a client?
A. No, I do not.
MR. BALES: Objection. Asked and answered.
Q. But is it fair to say that you don't ever recall making that phone call to Aliza Sherman?
MR. GREEN: Objection.
MR. BALES: Objection. Asked and answered.
A. I can't recall.

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Q. Do you recall making such phone calls to Sanford Sherman?
A. Specific phone calls, I can't recall.
Q. If someone calls in to your office and leaves a voice message or a handwritten message with a staff person, is there a procedure in your office to keep track of that?
A. No.
MR. BALES: Objection.
Q. So if someone calls in to your office and one of your office assistants picks up the phone and says they -- then the client wants to speak to you and you're not available, there would be some written paper generated or some e-mail generated, am I right?
A. Yes.
Q. Which?
A. Now it's e-mail. Years ago it was written.
Q. When did that turn over from paper to e-mail?
A. I still have a flip phone. So I don't know when e-mail came in.
Q. But you do know that when a paper is generated with a phone message, that it somehow, someway if it's for you, makes its way to you, correct?
A. Yes.

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Q. And/or it will make its way to whoever is supposed to return the call?
A. Yes.
Q. Is that document that's created kept?
A. No.
Q. Or thrown away?
A. Thrown away.
Q. Are there any written policies or procedures at Merrill Lynch that would lead you -- that might address the circumstances to whether it's appropriate to throw away phone messages?
MR. BALES: Objection. You can answer.
A. I'm really not sure, but I know -- I'm not sure.
Q. Where would I look to find such a procedure?
A. You'd have to ask my operations manager.
Q. And who is that?
A. In our office right now it's Adam Schoesler.
Q. Have you ever received a letter from a client that instructed you to cease -- that revoked a power of attorney that you can recall?
A. Very infrequently.
Q. It's an infrequent occurrence? It would stand out, right, in your mind?
A. If it happened recently, yes. A long time ago, I

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wouldn't remember.
Q. But the point is that revocation of a power of attorney, just like assigning someone agent under a power of attorney, is a very important thing, isn't it?
MR. GREEN: Objection.
MR. BALES: Objection.
A. Yes.
Q. And if someone revoked a power of attorney, you would want to know why, am I right?
MR. GREEN: Objection.
A. Not necessarily.
Q. Would it spark a phone call at least?
A. Probably.
Q. When you have phone calls with clients with regard to issues surrounding their account, such as the revocation of an agency, would you make a note to the file?
A. I never have.
Q. Is there a policy or procedure that requires you to make a note to the file?
MR. BALES: Object to the form.
A. I'm unaware of one.
Q. So you've been provided an exhibit, which has been marked as 8.

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A. What number?
Q. 8.
A. All right. Got it.
Q. Would this document have made its way to your desk?
A. Yes.
Q. And what might have you done with it when it made its way to your desk?
A. I don't remember if I got a phone call or not.
Q. What would you typically do with regard to something like that?
A. If I got this document and I wasn't aware of it in advance, I would contact the client.
Q. What phone numbers do you have in your file?
A. Business, home, cell.
Q. Is there any document that has been shown to you that demonstrates that you have the phone number for Aliza Sherman?
A. No.
Q. And you have no record or recollection of ever calling her in relation to this power of attorney, am I right, or the revocation?
A. I don't remember.
Q. Did you call Sanford Sherman when you received this?

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A. I can't recall.
Q. Is there any process in your office or within Merrill Lynch in general where you would escalate or bring to the attention of some compliance if there was an issue with a power of attorney?
A. I don't believe so. You'd have to ask Adam.
Q. So if there was an issue you would raise the question with Adam?
A. No. I said you'd have to ask Adam. I don't know if there's such a policy.
Q. So it's fair to say, and I know you're good at what you do in terms of the brokering and advice and all of that and you've got a big clientele, but is it fair to say you really don't pay attention to those kind of things, whether you have a compliance issue or not?
MR. BALES: Object to form.
A. I pay attention.
Q. So you pay attention, but you don't know if there's anything with regard to if there's issues with a power of attorney?
MR. BALES: Objection. Argumentative.
A. I don't remember. It's been a long time.
Q. So if there was a question you had, you would

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have to go to your compliance manager at your office, right?
A. If there was a question, if someone revoked a power of attorney, I don't have to go to the administration -- administrative manager.
Q. I guess what I'm asking is not whether simple revocation, but if there was an issue that you were concerned about, the person you would approach would be the compliance manager within your office?
A. Yes.
Q. Currently that's Adam Schoesler?
A. Schoesler. It used to be Sherry Bade.
Q. Sherry Bade?
A. B-a-d-e.
Q. And if you went to the compliance manager, whoever that might have been at the time, would there be a record generated of it?
A. I don't know.
Q. Would it be you walking into their office and saying, this is the issue, how do I deal with this? How does that work?
MR. BALES: Object to the form.
A. It could be any -- walking into her office, she could have come to mine or it could be on the

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phone.
Q. But you don't know if there's a report or anything generated?
A. No.
Q. Are there any red flags you might look for in the way that a person manages an account using a power of attorney?
MR. BALES: Object to the form.
A. Possibly.
Q. Like what?
A. If transactions done in the account were not in line with the way the account was established, the objectives.
Q. If an account is established for investment purposes, for instance, and the agent is not engaging in investments, would that be something you would consider a red flag?
MR. BALES: Object to the form.
A. It's not investments versus investments. It's investments versus objectives for the person whose account it was.
Q. I see.
So let's, for instance, an investment objective might be to invest for retirement. Is that a reasonable investment objective?

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A. Possibly.
MR. BALES: Object to the form.
Q. I mean, it's something you would experience your clients to sometimes want as an objective, to invest for retirement? Yes?
A. Yes.
Q. And if someone is investing for retirement, your recommendation is typically to maintain the assets in the account, correct?
A. What you said --
MR. BALES: Object to the form.
A. -- is incorrect.
Q. Okay. Correct me, if you would.
A. It depends on the objectives of the account, whether they want it to be conservative, moderate, or aggressive.
Q. You would agree that the opposite of the objective for investing for retirement would be withdrawing the monies?
MR. GREEN: Objection.
MR. BALES: Object to the form.
A. Well, sometimes money is withdrawn.
Q. Sometimes it is?
A. Right.
Q. But if an agent starts withdrawing the money and,

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for instance, draining the account to nothing, would that be a red flag to you?
MR. GREEN: Objection.
MR. BALES: Objection.
A. If the client had a power of attorney, then they're allowed.
Q. So, in other words, you would not call the client and say, by the way, do you know your agent is draining the account?
A. I don't remember.
MR. GREEN: Objection.
Q. I didn't ask you if you remembered. I asked you if you would?
MR. BALES: Object to the form.
A. Possibly. Again, I'm not sure.
Q. A circumstance like that, you can't even say whether you would call the client to say, wait a second, did you know that your agent is withdrawing all of your assets?
MR. GREEN: Objection.
MR. BALES: Object to the form.
Asked and answered. It's argumentative.
Q. Is that fair to say?
A. I would probably contact the client.
Q. If you did contact the client, would you generate

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a note for the file?
A. I did not keep notes then.
Q. Do you do it now?
A. With the advent of sales force, I've started to do it very recently.
Q. Have there been any internal investigations conducted with regard to the Aliza Sherman account?
MR. BALES: Object to the form.
A. I have no idea.
Q. Have you met with any investigators within Merrill Lynch or employed by Merrill Lynch to discuss the Aliza Sherman account?
MR. BALES: I'm going to object. To the extent that you have had any communication with any attorney at Merrill Lynch having anything to do with this matter, I instruct you not to answer that question with regard to any communications with counsel.
A. Attorneys with Merrill Lynch? I don't believe so.
Q. So the question now, we've established you haven't talked with attorneys at Merrill Lynch with regard to this.

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Have there been any investigators that have approached you?
A. I'm not sure, but possibly sometime ago.
Q. And that would have been somebody internal with Merrill Lynch?
A. I don't think so.
Q. Have there been any internal reports generated that you've received copies of with regard to this Aliza Sherman account?
A. No.
Q. Have you been sanctioned in any way with regard to the matter in which this Aliza Sherman account has been operated?
A. No.
Q. Can we mark this as Exhibit 14.
- - - -
(Thereupon, Plaintiff's Exhibit 14 was marked for purposes of identification.)
- - - -
MR. BALES: Can we go off the record just a minute.
- - - -
(Thereupon, a discussion was had off the record.)
- - - -

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Q. Did you have a chance to look at what we've marked, is it 14 again?
MR. BALES: Just so we're clear, we have a series of unrelated documents?
MR. FRIED: Yes.
A. Okay, yes, I've seen them.
Q. So, first of all, these are all transactions that -- you notice they're Merrill Lynch documents if you look in the lower right-hand corner?
A. Yes.
Q. So they're all Bates stamped for Merrill Lynch. These transactions are all performed with a power of attorney, correct?
A. Correct.
Q. You know there's an allegation that the power of attorney was forged, don't you?
A. I've heard that.
Q. These transactions all transfer the instructions -- first of all, the first page is an instruction, write a letter to you?
A. Yes.
MR. BALES: I'm sorry, counsel, are you just referring to the very first page because they're all different?

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MR. FRIED: I said the very first page.
A. Yes.
Q. Right. That's a letter to you and that's an instruction to transfer positions to the account of Sanford Sherman, correct?
A. Correct.
Q. Did you call Aliza Sherman and ask her or talk to her about this?
A. I can't recall, but probably not.
Q. The next page is another instruction to transfer the assets of the account to Sanford Sherman?
A. Correct.
Q. Did you talk to her about that, Aliza Sherman?
A. I can't recall.
Q. The next page, another instruction to transfer all the assets to Sanford Sherman?
MR. BALES: Object to the form.
A. Not all the assets.
Q. Well, these assets, $49,000?
A. Yes.
Q. Did you talk to her about that?
A. I don't recall.
Q. The next page, another transfer request by Sanford Sherman, power of attorney, to transfer

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the assets to his own account?
A. Correct.
MR. BALES: Object to the form. This appears to be incomplete. It references an attached list. I don't see an attached list.
Q. This shows $115,000, right?
A. Correct.
Q. And it also shows, "From my/our account carried in the name of Aliza Sherman to the account of Sanford Sherman," correct?
A. Correct.
Q. Do you know if Sanford Sherman and Aliza Sherman in that time frame were fighting?
A. I have no idea.
Q. When a husband starts using a power of attorney to remove assets from his wife's account using a power of attorney, would that spark your interest?
MR. GREEN: Objection.
MR. BALES: Object to the form.
A. I don't think about it. I had the form signed.
Q. And then 4/30/2010, what does that say, all securities and/or cash?
A. Yes.

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Q. Where Aliza Sherman's assets were being transferred to Sanford Sherman?
MR. GREEN: Objection.
Q. Correct?
A. Correct.
Q. That's essentially emptying the account?
A. Yes.
MR. GREEN: Objection.
Q. Do you know if Aliza had an objective towards retirement?
A. I don't remember.
Q. Do you have any documents that show what her objective was?
A. It would just be the new account form.
Q. Have you talked to your son Stephen --
A. Scott.
Q. -- Scott about this Sanford Sherman/Aliza Sherman account --
A. No.
Q. -- or your deposition? Do you know if Scott ever met Sanford Sherman?
A. Yes.
Q. And what do you know about that?
A. He met him when he came in the office. Scott's

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been with me 19 years.
Q. Did Scott handle any portion of the account with Sanford or was there a time when that changed from you to Scott?
A. There was probably a time when it changed.
Q. So before the change, would it have been you exclusively that handled the account?
A. Probably.
Q. And do you have a recollection as to when the changeover might have occurred?
A. No.
Q. Is Sanford still a client of yours?
A. Yes.
Q. Do you know if Scott ever met Aliza Sherman?
A. No, I don't.
Q. Have you talked to him about that?
A. No.
Q. Has he ever said to you words to the effect that he knew or met with Aliza Sherman?
A. No.
Q. In the 2009/2010 frame, when you look at the dates of Exhibit 14, the documents that are part of Exhibit 14, by then were you still managing the account or was your son managing the account?
A. I don't remember.

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MR. BALES: Object to the form.
Q. You're still actively engaged in the practice, right?
A. Yes.
MR. FRIED: I have no further questions.
MR. GREEN: Just a few quick followups.
- - - -
RECROSS-EXAMINATION OF STEPHEN SPIEGLE
BY MR GREEN:
Q. I want to just clarify a couple points. Adam asked you earlier whether somebody could just mail in some forms and then have them notarized. Just so we're clear, the only way something could be notarized at Merrill Lynch is if the signing party appeared there, right?
A. Yes.
Q. There would never be a situation where somebody mailed in documents and then you notarized them after the fact?
MR. FRIED: Objection.
A. No.
Q. Take a look at Exhibit 13. Mr. Fried asked you a question about that document and whether or not

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you've seen it before.
If a power of attorney gets sent in and gets given to your staff, does something get inputted into a computer that says there's a power of attorney?
A. Yes.
Q. So you may not see this document, but when you look up the account it says power of attorney, who the power of attorney is?
A. Correct. And the girls might say to me, Steve, we got a power of attorney from Joe Smith and we're submitting it, and then I see on the computer that there's a power of attorney with a name.
Q. And then you know who to deal with?
A. Yes.
Q. You don't physically look through every one of these powers of attorney?
A. No.
Q. Mr. Fried asked you whether it was an irregularity due to the timing of some forms being signed.
When an account gets opened and payable on death gets opened and -- I'm sorry, transfer on death and a power of attorney, that creates a lot

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of forms, correct?
A. Yes.
Q. And sometimes those forms are not all executed at the same time, are they?
A. Correct.
Q. So it is not at all unusual to have some of the various forms executed at different times?
A. Correct.
Q. Mr. Fried asked you if you ever called Aliza Sherman. You're not saying you never called her, you're just saying you don't recall?
A. I don't recall.
Q. There was also a series of questions asked of you regarding instructions for a notary.
Are you, yourself, a notary?
A. No.
Q. Have you ever been a notary?
A. No.
Q. Have you ever taken a class on being a notary?
A. No.
Q. You don't know what the rules are, do you?
A. No.
Q. So you wouldn't be in a position to instruct a notary on how to act because you, yourself, are not a notary?

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A. Correct.
Q. Just ballpark, approximately how many different clients do you have?
A. If you ask about total clients, it's well over a thousand and households -- well, I'll just leave it, it's way over a thousand accounts.
Q. And as we sit here today, you don't recall the names of those clients, do you, all the names of them?
A. No, not all the names.
Q. And you don't recall all of your conversations or communications with all those clients, do you?
A. No, I don't.
Q. Mr. Fried asked you whether or not it raised a red flag when somebody was withdrawing money out of an account.
Do you recall that?
A. Yes.
Q. It's not at all unusual for husbands and wives to move money between their accounts, is it?
A. No.
Q. You see that happen all the time?
A. Yes.
Q. You also were asked whether withdrawing money from an account would be inconsistent with

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investment objectives.
Unless you knew where the money was going or what it was being used for, you'd have no knowledge as to whether or not it was inconsistent with an investment objective, correct?
A. Correct.
Q. In fact, people put money with you and they take money from you and that happens all the time?
A. Correct.

- - - -

(Thereupon, Defendants' Exhibit 15 was marked for purposes of identification.)

- - - -

Q. Now I'm going to hand you 15. There was a whole litany of questions asked of you regarding when this account was opened and the documents that had been presented to you at that time would not allow you to answer that question.
If you'll take a look at page 7 of 10 of this document, does this refresh your recollection or give you the ability to now know when this account was opened?
A. The deposit was made on May 9th and the account had to be open then.

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Q. And that, of course, predates the May 17th initial power of attorney, the May 22nd payable on death form that had been shown to you, correct?

A. Yes.

Q. So this is completely consistent with your earlier testimony that the account had to be opened first before those documents could be generated?

A. Yes.

MR. GREEN: No further questions.

MR. FRIED: No follow up.

MR. BALES: He'll read.

_____

STEPHEN SPIEGLE

CERTIFICATE

The State of Ohio,) SS:
County of Cuyahoga.)

I, Genevie Morell, a Notary Public within and for the State of Ohio, authorized to administer oaths and to take and certify depositions, do hereby certify that the above-named witness was by me, before the giving of their deposition, first duly sworn to testify the truth, the whole truth, and nothing but the truth; that the deposition as above-set forth was reduced to writing by me by means of stenotypy, and was later transcribed into typewriting under my direction; that this is a true record of the testimony given by the witness; that said deposition was taken at the aforementioned time, date and place, pursuant to notice or stipulations of counsel; that I am not a relative or employee or attorney of any of the parties, or a relative or employee of such attorney or financially interested in this action; that I am not, nor is the court reporting firm with which I am affiliated, under a contract as defined in Civil Rule 28(D).

IN WITNESS WHEREOF, I have hereunto set my hand and seal of office, at Cleveland, Ohio, this 15th day of April, 2016.

Genevie Morell

Genevie Morell, Notary Public, State of Ohio
1750 Midland Building, Cleveland, Ohio 44115
My commission expires September 28, 2018

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July 7, 2004

Mr. Stephen Spiegle
Merrill Lynch
30195 Chagrin Blvd.
Pepper Pike, OH 44124

61756864

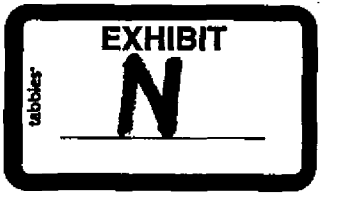
Dear Mr. Spiegle,

Please use this letter as your authorization to revoke the Power of attorney appointing Sanford Sherman as agent on my Account 61756864.

Thank you for your help in this matter.

Sincerely yours,

Aliza Sherman



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Merrill Lynch

DURABLE POWER OF ATTORNEY

(This Power of Attorney does not pertain to or provide any authority to your agent or attorney-in-fact to deal with your retirement accounts for which MLPF&S is a custodian.)

TO: Merrill Lynch, Pierce, Fenner & Smith Incorporated (MLPF&S) and, if applicable, Merrill Lynch Life Insurance Company (MLLIC) and ML Life Insurance Company of New York (MLLICNY)

RE: MLPF&S Account Number(s) 61756864
MLLIC Contract and/or Policy Number(s) _____
MLLICNY Contract and/or Policy Number(s) _____

NOTE: When used in this document, the words "I", "me" or "my" refer to any client/principal, whether an individual or an entity, that executes this Durable Power of Attorney.

I hereby constitute and appoint Sanford Sherman (whose signature appears below), as my agent and attorney-in-fact, with power and authority to act for me and on my behalf in connection with my account(s) with MLPF&S and my MLLIC and MLLICNY annuity contract(s) and life insurance policy(ies), however designated, and whether presently open or hereafter opened, specifically conferring upon my agent and attorney-in-fact those powers which I have designated below by initialing the corresponding space provided to the left of each power that I wish to confer.

PART I: If the agent and attorney-in-fact is a registered Investment Adviser, choose from the powers listed below in this Part I:

INITIAL ONLY THOSE POWERS YOU WANT YOUR INVESTMENT ADVISER TO EXERCISE

Initial here (Do not make a mark)

_____ (a) (PURCHASES AND SALES) to effect purchases and sales (including short sales), to subscribe for and to trade in all types of securities and certain investments, including, but not limited to, stocks, bonds, options, limited partnership interests, trust units, physical commodities and options thereon, on margin or otherwise, provided such transactions are permissible under the terms of the account agreement governing the above-referenced MLPF&S account(s), whether such securities or investments are in negotiable form, issued or unissued, or are traded on a foreign exchange (including any foreign currency transactions necessary to effect the trade), to sell, assign, endorse and transfer all types of securities and certain investments, including but not limited to stocks, bonds, options, certificates of indebtedness, or certificates which evidence other securities of any nature, at any time standing in my name and to execute any documents necessary to effectuate the foregoing; to receive statements of transactions made for my account(s); to approve and confirm the same, to receive any and all notices, calls for margin, or other demands with reference to my account(s), to exercise employee stock options and to effect sales of employer stock acquired pursuant to such option exercising; and to direct payment to other broker-dealers, banks and other financial service providers for purchases or trades made at such other firms, for my account or accounts at MLPF&S, whether presently open or hereafter opened.

_____ (b) (PROXY) to receive proxy soliciting materials, annual reports and other related materials and to vote proxies on my behalf (or respond to requests for voting instructions) with respect to all securities and other assets held in my account(s) at MLPF&S. If this power is initialed, the undersigned client/principal hereby represents the following to MLPF&S: that the investment adviser designated above is registered under the Investment Advisers Act of 1940 and that such adviser exercises investment discretion over my account(s) at MLPF&S pursuant to an advisory contract.

NOTE: You may revoke this power at any time by providing MLPF&S with written notice that all proxy soliciting materials, annual reports and other related materials are to be sent directly to you and are no longer to be sent to your investment adviser.

_____ (c) (FEES) MLPF&S is hereby authorized, upon receipt of invoices or statements from the investment adviser named above, to pay such amounts in connection with the above account(s) to:

Name of Investment Adviser _____

Address of Investment Adviser _____

EXHIBIT
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In connection with the above direction, I agree that the investment adviser's fees shall be paid first (a) from free credit balances, if any, in my account(s); and second, (b) from the liquidation or withdrawal (which the client/principal hereby authorizes by his/her signature below) by MLPF&S of my shares of any money market funds or balances in my account(s) at MLPF&S. I further agree that MLPF&S shall be under no other duty or obligation to pay the investment adviser's fee, that I shall be solely responsible for verifying the accuracy or calculation of fees submitted for such payment, and that the investment adviser named above has been directed to submit an invoice or statement for each payment of fees to me and to MLPF&S, stating the client's name, which MLPF&S account number the fee is to be paid from, and the amount to be paid. This fee payment authorization shall remain in full force and effect until terminated by one of the parties hereto, and such termination shall be effective upon receipt of written notice by MLPF&S. MLPF&S may terminate this fee payment arrangement at any time.

NOTE: If this paragraph (c) (FEES) has been initialed by the client/principal, the investment adviser/agent, by signing below, makes the following representations to MLPF&S: That I/we have entered into an agreement with the client/principal for investment advisory services which authorizes me/us to receive direct payment from the client's/ principal's account(s) at MLPF&S upon presentation of my/our invoice or statement to MLPF&S. I/We acknowledge and agree to all of the foregoing terms and conditions of my/our client's above authorization to MLPF&S, and I/we agree to hold MLPF&S harmless for amounts paid to me/us upon receipt of my/our invoice or statement.

_____ (d) (DURABILITY) APPLICABLE ONLY TO U.S. RESIDENT CLIENTS (INCLUDING U.S. RESIDENT ALIENS). (INITIAL ONLY IF YOU WANT YOUR AGENT TO CONTINUE TO ACT ON YOUR ACCOUNT(S) IF YOU BECOME MENTALLY INCAPACITATED.) This Durable Power of Attorney shall not be affected by the subsequent disability, incompetence or incapacity of the principal or by any lapse of time. (Maine residents see Statements below.) Also, see below for additional execution requirements for durability.

NOTE: ****ADDITIONAL EXECUTION REQUIREMENTS FOR DURABLE POWERS OF ATTORNEY EXIST FOR CLIENTS RESIDING IN CERTAIN STATES. THESE ADDITIONAL EXECUTION REQUIREMENTS ARE SET FORTH IN DETAIL AT THE TOP OF PAGE 6 OF THIS POWER OF ATTORNEY. IF THE CLIENT'S STATE OF RESIDENCE CHANGES AFTER THE CLIENT HAS EXECUTED THIS DURABLE POWER OF ATTORNEY, THE CLIENT SHOULD CONSULT WITH HIS OR HER OWN LEGAL COUNSEL TO DETERMINE IF THIS DURABLE POWER OF ATTORNEY SHOULD BE RE-EXECUTED.***

PART II: If the agent and attorney-in-fact is not a registered Investment Adviser, choose from the powers listed below in this Part II:

INITIAL ONLY THOSE POWERS YOU WANT YOUR AGENT AND ATTORNEY-IN-FACT TO EXERCISE

Initial here (Do not make a mark)

(a) (PURCHASES AND SALES) to effect purchases and sales (including short sales), to subscribe for and to trade in all types of securities and certain investments, including, but not limited to, stocks, bonds, options, limited partnership interests, trust units, physical commodities and options thereon, on margin or otherwise, provided such transactions are permissible under the terms of the account agreement governing the above-referenced MLPF&S account(s), whether such securities or investments are in negotiable form, issued or unissued, or are traded on a foreign exchange (including any foreign currency transactions necessary to effect the trade), and to sell, assign, endorse and transfer all types of securities and certain investments, including but not limited to stocks, bonds, options, certificates of indebtedness, or certificates which evidence other securities of any nature, at any time standing in my name and to execute any documents necessary to effectuate the foregoing; to receive statements of transactions made for my account(s); to approve and confirm the same, to receive any and all notices, calls for margin, or other demands with reference to my account(s), to exercise employee stock options and to effect sales of employer stock acquired pursuant to such option exercising; and to direct payment to other broker-dealers, banks and other financial service providers for purchases or trades made at such other firms, for my account or accounts at MLPF&S, whether presently open or hereafter opened.

(b) (WITHDRAWAL OF FUNDS AND SECURITIES) to instruct MLPF&S to make payment of moneys and/or securities from my account(s) at MLPF&S, and to receive and direct payments therefrom payable to me or for my benefit.

(c) (TRANSFERS; GIFTING AUTHORITY - TO 3rd PARTIES) to make transfers and gifts of money, stocks, bonds, options, limited partnership interests, trust units, or other securities, or any other property or investments, from my account(s) at MLPF&S or of my MLLIC or MLLICNY annuity contract(s) or life insurance policy(ies), or of loan, with-

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drawal or surrender values of those annuity contract(s) or life insurance policy(ies), on my behalf to any third party, including, but not limited to, individuals, entities, trusts or charitable organizations, provided however, that any such gift shall not discharge an obligation of support of my agent and attorney-in-fact (such determination shall not be made by MLPF&S);

(d) (TRANSFERS; GIFTING AUTHORITY - TO AGENT) to make transfers and gifts of money, stocks, bonds, options, limited partnership interests, trust units, or other securities, or any other property or investments, from my account(s) at MLPF&S or of my MLLIC or MLLICNY annuity contract(s) or life insurance policy(ies), or of loan, withdrawal or surrender values of those annuity contract(s) or life insurance policy(ies), on my behalf to my agent and attorney-in-fact, provided however, that such gifts are for my agent and attorney-in-fact's health, education, support or maintenance (such determination shall not be made by MLPF&S);

NOTE: If you have initialed paragraph (c) or (d) in this Part II of the Power of Attorney, you have given your agent and attorney-in-fact the authority to give away your assets to third parties or to your agent and attorney-in-fact. If you do not want your agent and attorney-in-fact to have this authority, do not initial paragraph (c) or (d) or this Part II of the Power of Attorney. If there is anything about this Power of Attorney that you do not understand, you should consult your own attorney.

(e) (CHECK WRITING) to make and draw checks;

(f) (TAX DOCUMENTS) to execute tax forms related to my account(s) at MLPF&S, including, but not limited to, forms which certify my taxpayer identification number, backup withholding status, foreign status and/or tax residency;

(g) (LIFE INSURANCE POLICIES) to exercise all available ownership rights on my MLLIC and MLLICNY policy(ies), including, but not limited to, the right to cancel or exchange the policy(ies) and receive the net cash surrender value or to choose one or more income plans on canceling the policy(ies), to apply for and receive policy loans, to collaterally assign the policy(ies), to change the allocation between and among the investment divisions of the Variable Account and, if applicable, the General Account of the company in which the policy(ies) are funded, to change the beneficiary and ownership designations of the policy(ies) and to make inquiries and receive information as to the cash value and death benefit of the policy(ies);

(h) (ANNUITIES) to exercise all available ownership rights under my MLLIC or MLLICNY contract(s), including, but not limited to, the right to select or change an annuitant, the annuity date, the annuity option or the allocation between and among the available investment options, to cancel or exchange the contract(s) and receive the net value, to make withdrawals from the contract(s), to collaterally assign the contract(s), to change the beneficiary designations or ownership designations of the contract(s) and to make inquiries and receive information as to the cash value and death benefit of the contract(s);

(i) (DURABILITY) APPLICABLE ONLY TO U.S. RESIDENT CLIENTS (INCLUDING U.S. RESIDENT ALIENS). (INITIAL ONLY IF YOU WANT YOUR AGENT TO CONTINUE TO ACT ON YOUR ACCOUNT(S) IF YOU BECOME MENTALLY INCAPACITATED.) This Durable Power of Attorney shall not be affected by the subsequent disability, incompetence or incapacity of the principal or by any lapse of time. (Maine residents see Statements below.) Also, see below for additional execution requirements for durability.

NOTE: *ADDITIONAL EXECUTION REQUIREMENTS FOR DURABLE POWERS OF ATTORNEY EXIST FOR CLIENTS RESIDING IN CERTAIN STATES. THESE ADDITIONAL EXECUTION REQUIREMENTS ARE SET FORTH IN DETAIL AT THE TOP OF PAGE 6 OF THIS POWER OF ATTORNEY. IF THE CLIENT'S STATE OF RESIDENCE CHANGES AFTER THE CLIENT HAS EXECUTED THIS DURABLE POWER OF ATTORNEY, THE CLIENT SHOULD CONSULT WITH HIS OR HER OWN LEGAL COUNSEL TO DETERMINE IF THIS DURABLE POWER OF ATTORNEY SHOULD BE RE-EXECUTED.*

I have inquired as to whether or not my agent and attorney-in-fact is registered (or is otherwise exempt from registration) with the Securities and Exchange Commission under the Investment Advisers Act of 1940 and with the appropriate state

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authority of my state of residence, where such registration would be required. In addition, I have investigated the business experience, qualifications and reputation of my agent and attorney-in-fact and am satisfied with the experience, qualifications and reputation of my agent and attorney-in-fact.

If I have appointed two or more agents and attorneys-in-fact, I hereby authorize them to act alone and without the consent of the other agent or agents, with respect to the powers granted above. In addition, I hereby authorize MLPF&S, MLLIC and MLLICNY to restrict my account(s), annuity contract(s) and life insurance policy(ies) from further activity in the event the agents enter conflicting or inconsistent instructions. I understand that my account(s), annuity contract(s) and life insurance policy(ies) may remain restricted until written instructions are received from me, the principal, or until joint written instructions are submitted by all of my agents.

MLPF&S, MLLIC and MLLICNY accordingly are authorized and empowered to follow the instructions of my said agent and attorney-in-fact with respect to the powers set forth and initialed above with respect to my account(s) at MLPF&S and my MLLIC and MLLICNY annuity contract(s) and life insurance policy(ies), provided such instructions and transactions are permissible under the terms of my applicable account agreement(s) with MLPF&S and my MLLIC and MLLICNY annuity contract(s) and life insurance policy(ies), and I hereby ratify and confirm any and all transactions, trades or dealings effected in and for my MLPF&S account(s) and with regard to my MLLIC and MLLICNY annuity contract(s) and life insurance policy(ies) by my agent and attorney-in-fact, and agree to indemnify MLPF&S, MLLIC and MLLICNY, their affiliates, officers, agents and employees of MLPF&S, MLLIC, MLLICNY and their affiliates and hold them free and harmless from any loss, liability, or damage by reason of any such transaction, trade or dealing, or by reason of any other matter or thing done by MLPF&S, MLLIC and MLLICNY, their affiliates, officers, agents and employees of MLPF&S, MLLIC, MLLICNY and their affiliates in and for my account(s) at MLPF&S and with regard to my MLLIC and MLLICNY annuity contract(s) and life insurance policy(ies) pursuant to instructions received from my agent and attorney-in-fact.

This power of attorney, authorization and indemnity is in addition to (and in no way limits or restricts) any and all rights which MLPF&S, MLLIC and MLLICNY may have under any other agreement or agreements between MLPF&S, MLLIC and MLLICNY and me, and shall inure and continue in favor of MLPF&S, MLLIC and MLLICNY, their successors (by merger, consolidation or otherwise) and assigns.

This power of attorney, authorization and indemnity shall not be affected by lapse of time. It shall continue in full force and effect, and MLPF&S, MLLIC and MLLICNY, and their successors and assigns shall be indemnified in relying thereon, until MLPF&S, MLLIC and MLLICNY shall receive written notice of revocation thereof, signed by me; or in the event of the termination thereof by my death, or my mental incapacity (if I have not elected to make this Power of Attorney durable), until MLPF&S, MLLIC and MLLICNY shall have received actual notice thereof, and such revocation or termination shall in no way affect the validity of this Power of Attorney and my liability under the indemnity herein contained, with reference to any transaction initiated by my agent and attorney-in-fact, prior to the actual receipt by MLPF&S, MLLIC and MLLICNY of notice of such revocation or termination, as above provided.

To induce any transfer agent or other third party to act, I hereby agree that any transfer agent or other third party receiving a duly executed copy or facsimile of this Power of Attorney may act upon it, and that revocation or termination hereof shall be ineffective as to such transfer agent or other third party, unless and until actual notice or knowledge of such revocation or termination shall have been received by such transfer agent or other third party, and I for myself and for my heirs, executors, legal representatives and assigns, hereby agree to indemnify and hold harmless any such transfer agent or other third party from and against any and all claims that may arise against such transfer agent or other third party by reason of such transfer agent or third party having relied on this Power of Attorney.

I have read carefully the provisions of this Power of Attorney and understand that it authorizes my agent and attorney-in-fact, herein named, to exercise all rights and powers set forth and initialed above with respect to my account(s) with MLPF&S and my MLLIC and MLLICNY annuity contract(s) and life insurance policy(ies), and I understand that anything my agent may do in the exercise of such rights and powers is fully binding upon me.

I understand that MLPF&S, MLLIC and MLLICNY have not provided any advice that this Power of Attorney satisfies the requirements under the laws of the state in which it is to be effective, and if there is anything about this Power of Attorney that I do not understand, I should consult with my attorney for an explanation.

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NOTICE:

This is an important legal document. Before executing this Power of Attorney you should know these important facts:

1. Depending on the powers you have authorized for your agent and attorney-in-fact, this document may provide the person you designated as your agent and attorney-in-fact with broad powers including, but not limited to, the management, transfer, withdrawal, gifting or sale of the assets in your MLPF&S account and of your MLLIC and MLLICNY annuity contract(s) and life insurance policy(ies).
2. If you have selected durability (paragraph (d) under Part I or paragraph (j) under Part II), your agent's and attorney-in-fact's authority will continue notwithstanding your subsequent mental disability or incapacity.
3. You have the right to revoke or terminate this Power of Attorney at any time and any such revocation or termination shall be effective upon receipt of written notice by MLPF&S, MLLIC and MLLICNY.
4. If there is anything about this Power of Attorney you do not understand, you should consult with your own attorney.

Dated this 17 day of December, 20 04

WITNESSES* (one witness is always required, see below to determine if an additional witness is necessary):

Signature of Client/Principal

(1) Mark Martin

Title (e.g., Trustee, President, etc.) - IF APPLICABLE

(2) _____

CERTIFICATE OF ACKNOWLEDGEMENT OF NOTARY PUBLIC
*(see below to determine if notarization is required)

STATE OF _____

COUNTY OF _____ } SS.

NO RAISED SEAL

On this, the _____ day of _____, 20____, before me, _____,
a Notary Public in and for said County and State, personally appeared _____,
(name of client/principal)

☐ personally known to me or ☐ proven to me on the basis of satisfactory evidence to be the person whose name is subscribed to the within instrument and who acknowledged to me that she/he executed the same.

WITNESS my hand and official seal.

(SEAL)

_____
Notary Public

I hereby represent that I am familiar with and have reviewed the investment goals, guidelines and objectives of the client; and that I will invest consistently with his or her stated goals, guidelines and objectives.

Signature of Agent

299-54-8689
Agent's Social Security or Tax ID Number

SELF
Name of Agent's Employer, if any

Doctor
Agent's Occupation

Agent's Address

6175758
Agent's Account Number(s), at MLPF&S, if any

*STATE SPECIFIC EXECUTION REQUIREMENTS FOR DURABLE POWERS OF ATTORNEY

IF THE CLIENT/PRINCIPAL IS A RESIDENT OF:

ARIZONA: This Power of Attorney form may not be used by Arizona residents. Use the Code 1298, Arizona Durable Power of Attorney.

CALIFORNIA: This Power of Attorney form may not be used by California residents. Use the Code 0890, California Durable Power of Attorney.

CONNECTICUT: This Power of Attorney must be witnessed by two individuals.

FLORIDA: This Power of Attorney must witnessed by two individuals.

INDIANA: This Power of Attorney must be notarized.

MAINE: This Power of Attorney must be notarized.

MISSOURI: This Power of Attorney must be notarized.

NEW HAMPSHIRE: This Power of Attorney must be notarized.

NEW JERSEY: This Power of Attorney must be notarized.

NORTH CAROLINA: The client must register this Power of Attorney in the office of the Register of Deeds in a county within the state, in order of preference, where (1) the client/principal has legal residence, (2) the client/principal owns property, or (3) the agent resides.

PENNSYLVANIA: This Power of Attorney form may not be used by Pennsylvania residents. Use the Code 0484, Pennsylvania Durable Power of Attorney.

TEXAS: This Power of Attorney does not require a witness's signature; however, it must be notarized.

SOUTH CAROLINA: This Power of Attorney must be witnessed by two individuals. Also, the client must record this Power of Attorney in the county where the client/principal resides at the time the instrument is recorded. In addition, the following probate clause must be completed by one of the above witnesses and notarized accordingly.

STATE OF SOUTH CAROLINA }
COUNTY OF _____ } PROBATE

NO RAISED SEAL

PERSONALLY appeared before me the undersigned witness who, being duly sworn, says that she/he saw the above-named Principal sign, seal, execute, and deliver as his/her act and deed the foregoing Durable Power of Attorney for the purposes and uses herein described, and that she/he with the other witness above, at the request of the Principal and in the presence of each other, witnessed the execution thereof and subscribed their names as witnesses thereon.

_____ SWORN TO before me this _____
Witness

date of _____, 20____

_____
NOTARY PUBLIC FOR SOUTH CAROLINA

My Commission Expires: _____

NOTE TO ALL MAINE RESIDENTS: Maine law requires that this Durable Power of Attorney contain the following statements; however, certain sections of these statements may be inapplicable to this Durable Power of Attorney. If there is anything about this Durable Power of Attorney that you do not understand, you should consult with your own attorney.

FOR ALL CLIENTS WHO ARE MAINE RESIDENTS, PLEASE READ THE FOLLOWING STATEMENTS WHICH ARE REQUIRED BY MAINE REVISED STATUTES, TITLE 18-A § 5-508(d)

Notice to the Principal: As the "Principal", you are using this Durable Power of Attorney to grant power to another person (called the "Agent" or "Attorney-in-fact") to make decisions about your money, property or both and to use your money, property or both on your behalf. If this written Durable Power of Attorney does not limit the powers that you give your Agent, your Agent will have broad and sweeping powers to sell or otherwise dispose of your property and spend your money without advance notice to you or approval by you. Under this document, your Agent will continue to have these powers after you become incapacitated, and you may also choose to authorize your Agent to use these powers before you become incapacitated. The powers that you give your Agent are explained more fully in the Maine Revised Statutes, Title 18-A, sections 5-501 to 5-508 and in Maine case law. You have the right to revoke or take back this Durable Power of Attorney at any time as long as you are of sound mind. If there is anything about this Durable Power of Attorney that you do not understand, you should ask a lawyer to explain it to you.

Notice to the Agent: As the "Agent" or "Attorney-in-fact", you are given power under this Durable Power of Attorney to make decisions about the money, property or both belonging to the Principal and to spend the Principal's money, property or both on that person's behalf in accordance with the terms of this Durable Power of Attorney. This Durable Power of Attorney is valid only if the Principal is at sound mind when the Principal signs it. As the Agent, you are under a duty (called a "fiduciary duty") to observe the standards observed by a prudent person dealing with the property of another. The duty is explained more fully in Maine Revised Statutes, Title 18-A, sections 5-501 to 5-508 and 7-302 and in Maine case law. As the Agent, you are not entitled to use the money or property for your own benefit or to make gifts to yourself or others unless the Durable Power of Attorney specifically gives you the authority to do so. As the Agent, your authority under this Durable Power of Attorney will end when the Principal dies and you will not have the authority to administer the estate unless you are authorized to do so in accordance with the Maine Probate Code. If you violate your fiduciary duty under this Durable Power of Attorney, you may be liable for damages and may be subject to criminal prosecution. If there is anything about this Durable Power of Attorney or your duties under it that you do not understand, you should ask a lawyer to explain it to you.

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STATE OF OHIO)
) SS: **AFFIDAVIT**
COUNTY OF CUYAHOGA)

Affiant, Mark S. Martin, being first duly sworn and having personal knowledge of the facts contained herein, states as follows:

1. I have reviewed the Merrill Lynch Durable Power of Attorney allegedly executed on December 17, 2004 ("Power of Attorney"), which is attached hereto as Exhibit "A."

2. I am currently a maintenance supervisor for Pepper Pike Place at 30195 Chagrin Boulevard, Pepper Pike, Ohio, and I was employed at the same position at the time the Power of Attorney was executed.

3. Merrill Lynch is one of Pepper Pike Place's tenants and was a tenant in that building at the time the Power of Attorney was executed.

4. On a regular basis, brokers and/or employees from Merrill Lynch in the above building would ask me to come up to the Merrill Lynch office and serve as a disinterested witness on Merrill Lynch documents.

5. Despite serving as a witness to various signatures in Merrill Lynch's office, none of the signatures I witnessed occurred after the signers presented identification proving their identities.

6. I have reviewed the photo of Aliza Sherman that is attached hereto as Exhibit "B."

7. Despite reviewing the Power of Attorney and the above photo, I cannot recall whether Aliza Sherman was presented to me or whether I witnessed Aliza Sherman's signature on the Power of Attorney.

8. I cannot testify as to whether Aliza Sherman signed the Power of Attorney.

FURTHER AFFIANT SAYETH NAUGHT.

MARK S. MARTIN

SWORN TO BEFORE ME and subscribed in my presence this 21st day of September, 2015.

NOTARY PUBLIC/CLERK OF COURT

JACK KURANT, Attorney
NOTARY PUBLIC - STATE OF OHIO
My commission has no expiration date
Section 147.03 R.C.

EXHIBIT P

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Merrill Lynch

DURABLE POWER OF ATTORNEY

(This Power of Attorney does not pertain to or provide any authority to your agent or attorney-in-fact to deal with your retirement accounts for which MLPF&S is a custodian.)

TO: Merrill Lynch, Pierce, Fenner & Smith Incorporated (MLPF&S) and, if applicable, Merrill Lynch Life Insurance Company (MLLIC) and ML Life Insurance Company of New York (MLLICNY)

RE: MLPF&S Account Number(s) 61756864
MLLIC Contract and/or Policy Number(s) _____
MLLICNY Contract and/or Policy Number(s) _____

NOTE: When used in this document, the words "I", "me" or "my" refer to any client/principal, whether an individual or an entity, that executes this Durable Power of Attorney.

I hereby constitute and appoint Sanford Sherman (whose signature appears below), as my agent and attorney-in-fact, with power and authority to act for me and on my behalf in connection with my account(s) with MLPF&S and my MLLIC and MLLICNY annuity contract(s) and life insurance policy(ies), however designated, and whether presently open or hereafter opened, specifically conferring upon my agent and attorney-in-fact those powers which I have designated below by initiating the corresponding space provided to the left of each power that I wish to confer.

PART I: If the agent and attorney-in-fact is a registered Investment Adviser, choose from the powers listed below in this Part I:

INITIAL ONLY THOSE POWERS YOU WANT YOUR INVESTMENT ADVISER TO EXERCISE

Initial here (Do not make a mark):

____ (a) (PURCHASES AND SALES) to effect purchases and sales (including short sales), to subscribe for and to trade in all types of securities and certain investments, including, but not limited to, stocks, bonds, options, limited partnership interests, trust units, physical commodities and options thereon, on margin or otherwise, provided such transactions are permissible under the terms of the account agreement governing the above-referenced MLPF&S account(s), whether such securities or investments are in negotiable form, issued or unissued, or are traded on a foreign exchange (including any foreign currency transactions necessary to effect the trade), to sell, assign, endorse and transfer all types of securities and certain investments, including but not limited to stocks, bonds, options, certificates of indebtedness, or certificates which evidence other securities of any nature, at any time standing in my name and to execute any documents necessary to effectuate the foregoing; to receive statements of transactions made for my account(s); to approve and confirm the same, to receive any and all notices, calls for margin, or other demands with reference to my account(s), to exercise employee stock options and to effect sales of employer stock acquired pursuant to such option exercising; and to direct payment to other broker-dealers, banks and other financial service providers for purchases or trades made at such other firms, for my account or accounts at MLPF&S, whether presently open or hereafter opened.

____ (b) (PROXY) to receive proxy soliciting materials, annual reports and other related materials and to vote proxies on my behalf (or respond to requests for voting instructions) with respect to all securities and other assets held in my account(s) at MLPF&S. If this power is initialed, the undersigned client/principal hereby represents the following to MLPF&S: that the investment adviser designated above is registered under the Investment Advisers Act of 1940 and that such adviser exercises investment discretion over my account(s) at MLPF&S pursuant to an advisory contract.

NOTE: You may revoke this power at any time by providing MLPF&S with written notice that all proxy soliciting materials, annual reports and other related materials are to be sent directly to you and are no longer to be sent to your investment adviser.

____ (c) (FEES) MLPF&S is hereby authorized, upon receipt of invoices or statements from the investment adviser named above, to pay such amounts in connection with the above account(s) to:

Name of Investment Adviser _____

Address of Investment Adviser _____

EXHIBIT A

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In connection with the above direction, I agree that the investment adviser's fees shall be paid first (a) from free credit balances, if any, in my account(s); and second, (b) from the liquidation or withdrawal (which the client/principal hereby authorizes by his/her signature below) by MLPF&S of my shares of any money market funds or balances in my account(s) at MLPF&S. I further agree that MLPF&S shall be under no other duty or obligation to pay the investment adviser's fee, that I shall be solely responsible for verifying the accuracy or calculation of fees submitted for such payment, and that the investment adviser named above has been directed to submit an invoice or statement for each payment of fees to me and to MLPF&S, stating the client's name, which MLPF&S account number the fee is to be paid from, and the amount to be paid. This fee payment authorization shall remain in full force and effect until terminated by one of the parties hereto, and such termination shall be effective upon receipt of written notice by MLPF&S. MLPF&S may terminate this fee payment arrangement at any time.

NOTE: If this paragraph (a) (FEES) has been initialed by the client/principal, the investment adviser/agent, by signing below, makes the following representations to MLPF&S: That I/we have entered into an agreement with the client/principal for investment advisory services which authorizes me/us to receive direct payment from the client's/ principal's account(s) at MLPF&S upon presentation of my/our invoice or statement to MLPF&S. I/We acknowledge and agree to all of the foregoing terms and conditions of my/our client's above authorization to MLPF&S, and I/we agree to hold MLPF&S harmless for amounts paid to me/us upon receipt of my/our invoice or statement.

____ **(d) (DURABILITY) APPLICABLE ONLY TO U.S. RESIDENT CLIENTS (INCLUDING U.S. RESIDENT ALIENS). (INITIAL ONLY IF YOU WANT YOUR AGENT TO CONTINUE TO ACT ON YOUR ACCOUNT(S) IF YOU BECOME MENTALLY INCAPACITATED.) This Durable Power of Attorney shall not be affected by the subsequent disability, incompetence or incapacity of the principal or by any lapse of time. (Maine residents see Statements below.) Also, see below for additional execution requirements for durability.**

NOTE: ***ADDITIONAL EXECUTION REQUIREMENTS FOR DURABLE POWERS OF ATTORNEY EXIST FOR CLIENTS RESIDING IN CERTAIN STATES. THESE ADDITIONAL EXECUTION REQUIREMENTS ARE SET FORTH IN DETAIL AT THE TOP OF PAGE 8 OF THIS POWER OF ATTORNEY. IF THE CLIENT'S STATE OF RESIDENCE CHANGES AFTER THE CLIENT HAS EXECUTED THIS DURABLE POWER OF ATTORNEY, THE CLIENT SHOULD CONSULT WITH HIS OR HER OWN LEGAL COUNSEL TO DETERMINE IF THIS DURABLE POWER OF ATTORNEY SHOULD BE RE-EXECUTED.***

PART II: If the agent and attorney-in-fact is not a registered Investment Adviser, choose from the powers listed below in this Part II:

INITIAL ONLY THOSE POWERS YOU WANT YOUR AGENT AND ATTORNEY-IN-FACT TO EXERCISE

Initial here (Do not make a mark):

____ (a) (PURCHASES AND SALES) to effect purchases and sales (including short sales), to subscribe for and to trade in all types of securities and certain investments, including, but not limited to, stocks, bonds, options, limited partnership interests, trust units, physical commodities and options thereon, on margin or otherwise, provided such transactions are permissible under the terms of the account agreement governing the above-referenced MLPF&S account(s), whether such securities or investments are in negotiable form, issued or unissued, or are traded on a foreign exchange (including any foreign currency transactions necessary to effect the trade), and to sell, assign, endorse and transfer all types of securities and certain investments, including but not limited to stocks, bonds, options, certificates of indebtedness, or certificates which evidence other securities of any nature, at any time standing in my name and to execute any documents necessary to effectuate the foregoing; to receive statements of transactions made for my account(s); to approve and confirm the same, to receive any and all notices, calls for margin, or other demands with reference to my account(s), to exercise employee stock options and to effect sales of employer stock acquired pursuant to such option exercises; and to direct payment to other broker-dealers, banks and other financial service providers for purchases or trades made at such other firms, for my account or accounts at MLPF&S, whether presently open or hereafter opened.

____ (b) (WITHDRAWAL OF FUNDS AND SECURITIES) to instruct MLPF&S to make payment of moneys and/or securities from my account(s) at MLPF&S, and to receive and direct payments therefrom payable to me or for my benefit.

____ (c) (TRANSFERS; GIFTING AUTHORITY - TO 3rd PARTIES) to make transfers and gifts of money, stocks, bonds, options, limited partnership interests, trust units, or other securities, or any other property or investments, from my account(s) at MLPF&S or of my MLIC or MLICNY annuity contract(s) or life insurance policy(ies), or at loan, with-

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drawal or surrender values of those annuity contract(s) or life insurance policy(ies), on my behalf to any third party, including, but not limited to, individuals, entities, trusts or charitable organizations, provided however, that any such gift shall not discharge an obligation of support of my agent and attorney-in-fact (such determination shall not be made by MLPF&S);

(d) (TRANSFERS; GIFTING AUTHORITY - TO AGENT) to make transfers and gifts of money, stocks, bonds, options, limited partnership interests, trust units, or other securities, or any other property or investments, from my account(s) at MLPF&S or of my MLLIC or MLLIONY annuity contract(s) or life insurance policy(ies), or of loan, withdrawal or surrender values of those annuity contract(s) or life insurance policy(ies), on my behalf to my agent and attorney-in-fact, provided however, that such gifts are for my agent and attorney-in-fact's health, education, support or maintenance (such determination shall not be made by MLPF&S);

NOTE: *If you have initialed paragraph (c) or (d) in this Part II of the Power of Attorney, you have given your agent and attorney-in-fact the authority to give away your assets to third parties or to your agent and attorney-in-fact. If you do not want your agent and attorney-in-fact to have this authority, do not initial paragraph (c) or (d) or this Part II of the Power of Attorney. If there is anything about this Power of Attorney that you do not understand, you should consult your own attorney.*

(e) (CHECK WRITING) to make and draw checks;

(f) (TAX DOCUMENTS) to execute tax forms related to my account(s) at MLPF&S, including, but not limited to, forms which certify my taxpayer identification number, backup withholding status, foreign status and/or tax residency;

(g) (LIFE INSURANCE POLICIES) to exercise all available ownership rights on my MLLIC and MLLIONY policy(ies), including, but not limited to, the right to cancel or exchange the policy(ies) and receive the net cash surrender value or to choose one or more income plans on canceling the policy(ies), to apply for and receive policy loans, to collaterally assign the policy(ies), to change the allocation between and among the investment divisions of the Variable Account and, if applicable, the General Account of the company in which the policy(ies) are funded, to change the beneficiary and ownership designations of the policy(ies) and to make inquiries and receive information as to the cash value and death benefit of the policy(ies);

(h) (ANNUITIES) to exercise all available ownership rights under my MLLIC or MLLIONY contract(s), including, but not limited to, the right to select or change an annuitant, the annuity date, the annuity option or the allocation between and among the available investment options, to cancel or exchange the contract(s) and receive the net value, to make withdrawals from the contract(s), to collaterally assign the contract(s), to change the beneficiary designations or ownership designations of the contract(s) and to make inquiries and receive information as to the cash value and death benefit of the contract(s);

(i) (DURABILITY) APPLICABLE ONLY TO U.S. RESIDENT CLIENTS (INCLUDING U.S. RESIDENT ALIENS). (INITIAL ONLY IF YOU WANT YOUR AGENT TO CONTINUE TO ACT ON YOUR ACCOUNT(S) IF YOU BECOME MENTALLY INCAPACITATED.) This Durable Power of Attorney shall not be affected by the subsequent disability, incompetence or incapacity of the principal or by any lapse of time. (Maine residents see Statements below.) Also, see below for additional execution requirements for durability.

NOTE: *ADDITIONAL EXECUTION REQUIREMENTS FOR DURABLE POWERS OF ATTORNEY EXIST FOR CLIENTS RESIDING IN CERTAIN STATES. THESE ADDITIONAL EXECUTION REQUIREMENTS ARE SET FORTH IN DETAIL AT THE TOP OF PAGE 6 OF THIS POWER OF ATTORNEY. IF THE CLIENT'S STATE OF RESIDENCE CHANGES AFTER THE CLIENT HAS EXECUTED THIS DURABLE POWER OF ATTORNEY, THE CLIENT SHOULD CONSULT WITH HIS OR HER OWN LEGAL COUNSEL TO DETERMINE IF THIS DURABLE POWER OF ATTORNEY SHOULD BE RE-EXECUTED.*

I have inquired as to whether or not my agent and attorney-in-fact is registered (or is otherwise exempt from registration) with the Securities and Exchange Commission under the Investment Advisers Act of 1940 and with the appropriate state

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authority of my state of residence, where such registration would be required. In addition, I have investigated the business experience, qualifications and reputation of my agent and attorney-in-fact and am satisfied with the experience, qualifications and reputation of my agent and attorney-in-fact.

If I have appointed two or more agents and attorneys-in-fact, I hereby authorize them to act alone and without the consent of the other agent or agents, with respect to the powers granted above. In addition, I hereby authorize MLPF&S, MLLIC and MLLICNY to restrict my account(s), annuity contract(s) and life insurance policy(ies) from further activity in the event the agents enter conflicting or inconsistent instructions. I understand that my account(s), annuity contract(s) and life insurance policy(ies) may remain restricted until written instructions are received from me, the principal, or until joint written instructions are submitted by all of my agents.

MLPF&S, MLLIC and MLLICNY accordingly are authorized and empowered to follow the instructions of my said agent and attorney-in-fact with respect to the powers set forth and initialed above with respect to my account(s) at MLPF&S and my MLLIC and MLLICNY annuity contract(s) and life insurance policy(ies), provided such instructions and transactions are permissible under the terms of my applicable account agreement(s) with MLPF&S and my MLLIC and MLLICNY annuity contract(s) and life insurance policy(ies), and I hereby ratify and confirm any and all transactions, trades or dealings effected in and for my MLPF&S account(s) and with regard to my MLLIC and MLLICNY annuity contract(s) and life insurance policy(ies) by my agent and attorney-in-fact, and agree to indemnify MLPF&S, MLLIC and MLLICNY, their affiliates, officers, agents and employees of MLPF&S, MLLIC, MLLICNY and their affiliates and hold them free and harmless from any loss, liability, or damage by reason of any such transaction, trade or dealing, or by reason of any other matter or thing done by MLPF&S, MLLIC and MLLICNY, their affiliates, officers, agents and employees of MLPF&S, MLLIC, MLLICNY and their affiliates in and for my account(s) at MLPF&S and with regard to my MLLIC and MLLICNY annuity contract(s) and life insurance policy(ies) pursuant to instructions received from my agent and attorney-in-fact.

This power of attorney, authorization and indemnity is in addition to (and in no way limits or restricts) any and all rights which MLPF&S, MLLIC and MLLICNY may have under any other agreement or agreements between MLPF&S, MLLIC and MLLICNY and me, and shall inure and continue in favor of MLPF&S, MLLIC and MLLICNY, their successors (by merger, consolidation or otherwise) and assigns.

This power of attorney, authorization and indemnity shall not be affected by lapse of time. It shall continue in full force and effect, and MLPF&S, MLLIC and MLLICNY, and their successors and assigns shall be indemnified in relying thereon, until MLPF&S, MLLIC and MLLICNY shall receive written notice of revocation thereof, signed by me or in the event of the termination thereof by my death, or my mental incapacity (if I have not elected to make this Power of Attorney durable), until MLPF&S, MLLIC and MLLICNY shall have received actual notice thereof, and such revocation or termination shall in no way affect the validity of this Power of Attorney and my liability under the indemnity herein contained, with reference to any transaction initiated by my agent and attorney-in-fact, prior to the actual receipt by MLPF&S, MLLIC and MLLICNY of notice of such revocation or termination, as above provided.

To induce any transfer agent or other third party to act, I hereby agree that any transfer agent or other third party receiving a duly executed copy or facsimile of this Power of Attorney may act upon it, and that revocation or termination hereof shall be ineffective as to such transfer agent or other third party, unless and until actual notice or knowledge of such revocation or termination shall have been received by such transfer agent or other third party, and I for myself and for my heirs, executors, legal representatives and assigns, hereby agree to indemnify and hold harmless any such transfer agent or other third party from and against any and all claims that may arise against such transfer agent or other third party by reason of such transfer agent or third party having relied on this Power of Attorney.

I have read carefully the provisions of this Power of Attorney and understand that it authorizes my agent and attorney-in-fact, herein named, to exercise all rights and powers set forth and initialed above with respect to my account(s) with MLPF&S and my MLLIC and MLLICNY annuity contract(s) and life insurance policy(ies), and I understand that anything my agent may do in the exercise of such rights and powers is fully binding upon me.

I understand that MLPF&S, MLLIC and MLLICNY have not provided any advice that this Power of Attorney satisfies the requirements under the laws of the state in which it is to be effective, and if there is anything about this Power of Attorney that I do not understand, I should consult with my attorney for an explanation.

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NOTICE:

This is an important legal document. Before executing this Power of Attorney you should know these important facts:

1. Depending on the powers you have authorized for your agent and attorney-in-fact, this document may provide the person you designated as your agent and attorney-in-fact with broad powers including, but not limited to, the management, transfer, withdrawal, gifting or sale of the assets in your MLPF&S account and of your MLLIC and MLLICNY annuity contract(s) and life insurance policy(ies).
2. If you have selected durability (paragraph (d) under Part I or paragraph (i) under Part II), your agent's and attorney-in-fact's authority will continue notwithstanding your subsequent mental disability or incapacity.
3. You have the right to revoke or terminate this Power of Attorney at any time and any such revocation or termination shall be effective upon receipt of written notice by MLPF&S, MLLIC and MLLICNY.
4. If there is anything about this Power of Attorney you do not understand, you should consult with your own attorney.

Dated this 17 day of December, 20 04.

WITNESSES* (one witness is always required, see below to determine if an additional witness is necessary):

Alexa C. Gleeson (1) Mark Martin

Signature of Client/Principal

(2) _____

Title (e.g., Trustee, President, etc.) - IF APPLICABLE

CERTIFICATE OF ACKNOWLEDGEMENT OF NOTARY PUBLIC
*(see below to determine if notarization is required)

STATE OF _____ }
COUNTY OF _____ } SS.

NO RAISED SEAL COPY

On this, the _____ day of _____, 20____, before me, _____,
a Notary Public in and for said County and State, personally appeared _____.
(name of client/principal)

☐ personally known to me or ☐ proven to me on the basis of satisfactory evidence to be the person whose name is subscribed to the within instrument and who acknowledged to me that she/he executed the same.

WITNESS my hand and official seal.

(SEAL)

_____
Notary Public

I hereby represent that I am familiar with and have reviewed the investment goals, guidelines and objectives of the client; and that I will invest consistently with his or her stated goals, guidelines and objectives.

[signature] 299-54-8629

Signature of Agent — Agent's Social Security or Tax ID Number

Self — Doctor

Name of Agent's Employer, if any — Agent's Occupation

_____ 61757358

Agent's Address — Agent's Account Number(s), at MLPF&S, if any

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***STATE SPECIFIC EXECUTION REQUIREMENTS FOR DURABLE POWERS OF ATTORNEY**

IF THE CLIENT/PRINCIPAL IS A RESIDENT OF:

ARIZONA: This Power of Attorney form may not be used by Arizona residents. Use the Code 1298, Arizona Durable Power of Attorney.

CALIFORNIA: This Power of Attorney form may not be used by California residents. Use the Code 0690, California Durable Power of Attorney.

CONNECTICUT: This Power of Attorney must be witnessed by two individuals.

FLORIDA: This Power of Attorney must witnessed by two individuals.

INDIANA: This Power of Attorney must be notarized.

MAINE: This Power of Attorney must be notarized.

MISSOURI: This Power of Attorney must be notarized.

NEW HAMPSHIRE: This Power of Attorney must be notarized.

NEW JERSEY: This Power of Attorney must be notarized.

NORTH CAROLINA: The client must register this Power of Attorney in the office of the Register of Deeds in a county within the state, in order of preference, where (1) the client/principal has legal residence, (2) the client/principal owns property, or (3) the agent resides.

PENNSYLVANIA: This Power of Attorney form may not be used by Pennsylvania residents. Use the Code 0484, Pennsylvania Durable Power of Attorney.

TEXAS: This Power of Attorney does not require a witness's signature; however, it must be notarized.

SOUTH CAROLINA: This Power of Attorney must be witnessed by two individuals. Also, the client must record this Power of Attorney in the county where the client/principal resides at the time the instrument is recorded. In addition, the following probate clause must be completed by one of the above witnesses and notarized accordingly.

STATE OF SOUTH CAROLINA }
COUNTY OF_____ } **PROBATE**

NO RAISED SEAL

PERSONALLY appeared before me the undersigned witness who, being duly sworn, says that she/he saw the above-named Principal sign, seal, execute, and deliver as his/her act and deed the foregoing Durable Power of Attorney for the purposes and uses herein described, and that she/he with the other witness above, at the request of the Principal and in the presence of each other, witnessed the execution thereof and subscribed their names as witnesses thereon.

_____ **SWORN TO before me this_____**
Witness

date of _____, 20_____

_____
NOTARY PUBLIC FOR SOUTH CAROLINA

My Commission Expires: _____

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NOTE TO ALL MAINE RESIDENTS: Maine law requires that this Durable Power of Attorney contain the following statements; however, certain sections of these statements may be inapplicable to this Durable Power of Attorney. If there is anything about this Durable Power of Attorney that you do not understand, you should consult with your own attorney.

FOR ALL CLIENTS WHO ARE MAINE RESIDENTS, PLEASE READ THE FOLLOWING STATEMENTS WHICH ARE REQUIRED BY MAINE REVISED STATUTES, TITLE 18-A § 5-909(d):

Notice to the Principal: As the "Principal", you are using this Durable Power of Attorney to grant power to another person (called the "Agent" or "Attorney-in-fact") to make decisions about your money, property or both and to use your money, property or both on your behalf. If this written Durable Power of Attorney does not limit the powers that you give your Agent, your Agent will have broad and sweeping powers to sell or otherwise dispose of your property and spend your money without advance notice to you or approval by you. Under this document, your Agent will continue to have these powers after you become incapacitated, and you may also choose to authorize your Agent to use these powers before you become incapacitated. The powers that you give your Agent are explained more fully in the Maine Revised Statutes, Title 18-A, sections 5-501 to 5-508 and in Maine case law. You have the right to revoke or take back this Durable Power of Attorney at any time as long as you are of sound mind. If there is anything about this Durable Power of Attorney that you do not understand, you should ask a lawyer to explain it to you.

Notice to the Agent: As the "Agent" or "Attorney-in-fact", you are given power under this Durable Power of Attorney to make decisions about the money, property or both belonging to the Principal and to spend the Principal's money, property or both on that person's behalf in accordance with the terms of this Durable Power of Attorney. This Durable Power of Attorney is valid only if the Principal is of sound mind when the Principal signs it. As the Agent, you are under a duty (called a "fiduciary duty") to observe the standards observed by a prudent person dealing with the property of another. The duty is explained more fully in Maine Revised Statutes, Title 18-A, sections 5-501 to 5-505 and 7-302 and in Maine case law. As the Agent, you are not entitled to use the money or property for your own benefit or to make gifts to yourself or others unless the Durable Power of Attorney specifically gives you the authority to do so. As the Agent, your authority under this Durable Power of Attorney will end when the Principal dies and you will not have the authority to administer the estate unless you are authorized to do so in accordance with the Maine Probate Code. If you violate your fiduciary duty under this Durable Power of Attorney, you may be liable for damages and may be subject to criminal prosecution. If there is anything about this Durable Power of Attorney or your duties under it that you do not understand, you should ask a lawyer to explain it to you.

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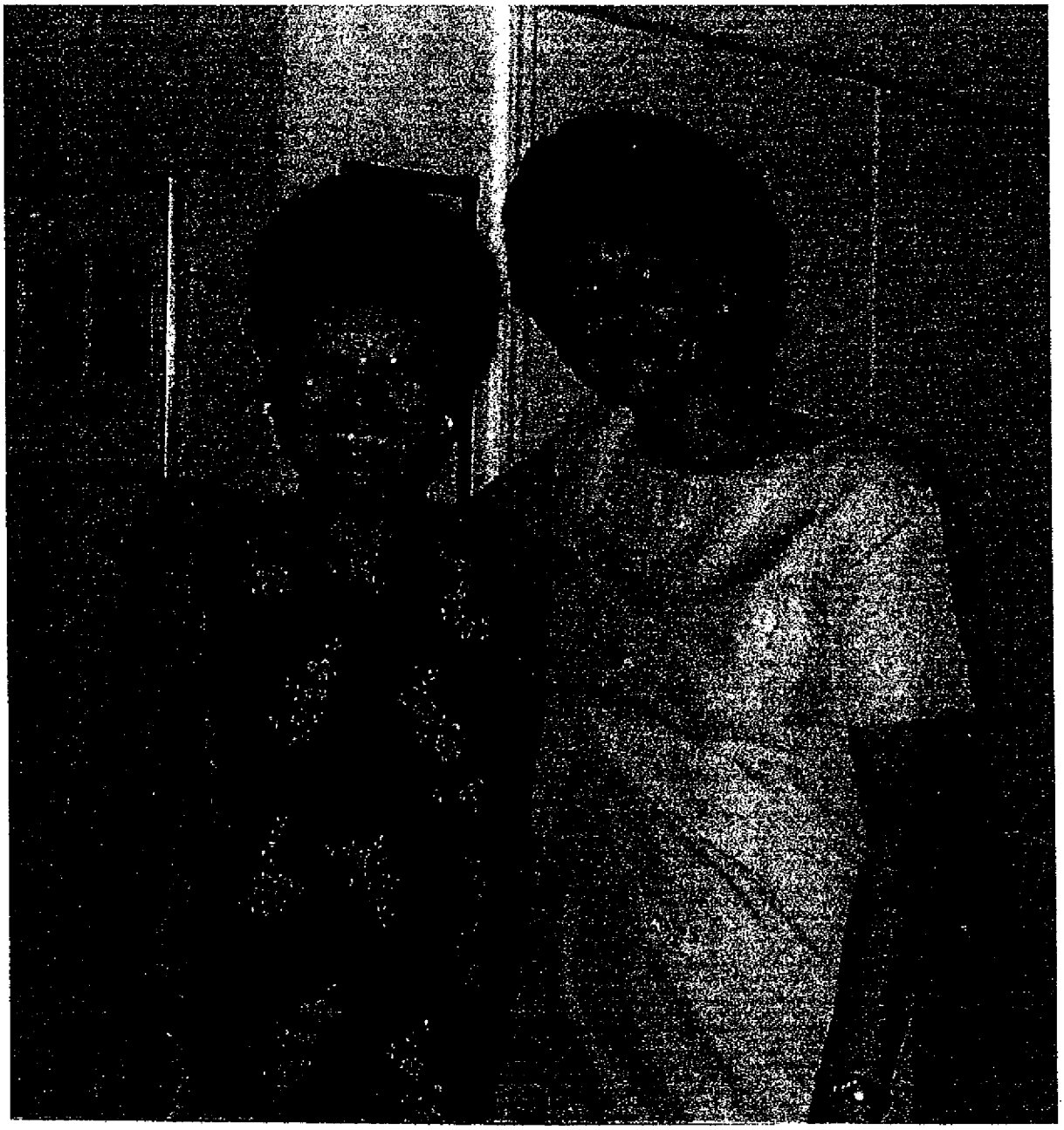



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STATE OF OHIO)
) SS: **AFFIDAVIT**
COUNTY OF CUYAHOGA)

Katherine V. Schoenberger, being first duly sworn and having personal knowledge of the facts contained herein, states the following are true and accurate to the best of my knowledge:

1. I am above the age of majority and competent to testify to the matters set forth herein.

2. I am not under or subject to duress, fraud, or undue influence.

3. I am a forensic document examiner and a member of the American Society of Questioned Document Examiners.

4. I have reviewed the October 8, 2015 Document Report attached hereto as Exhibit "1."

5. I hereby certify that I prepared Exhibit 1, and that Exhibit 1 is an authentic duplicate of the original expert report issued to Attorney Adam M. Fried on October 8, 2015 relative to the matter of *Sherman v. Sherman*, Cuyahoga Court of Common Pleas Case No. CV-14-827479, the contents of which are incorporated herein as if fully restated.

Further Affiant Sayeth Naught.

Katherine V. Schoenberger

On this 9th day of June, 2016, Katherine V. Schoenberger appeared before me, signed her name to this affidavit, and swore to the truth of this affidavit.

SANDRA SCHNALOACH - NOTARY PUBLIC
COMM EXP: OCT 25, 2020
STATE OF OHIO

Notary Public

EXHIBIT Q

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Katherine V. Schoenberger

Forensic Document Examiner

17841 Spyglass Hill Drive
Strongsville, OH 44136
Tel: 440/268-8005
Email: SchoenbergerFDE@gmail.com

Diplomate: American Board of Forensic Document Examiners

Member: American Society of Questioned Document Examiners

October 8, 2015

KS13022015

VIA USPS CERTIFIED MAIL

Adam M. Fried, Esq.
Reminger, Attorneys at Law
1400 Midland Bldg
101 Prospect Avenue West
Cleveland, Ohio 44115

DOCUMENT REPORT

Re: *Jennifer Sherman, Co-Executor of the Estate of Aliza Sherman vs. Sanford J. Sherman, et al.*
Case No CV-14-827479

Dear Mr. Winter:

The following constitutes the report of my examination in the above-listed matter.

EVIDENCE SUBMITTED

The following evidence was received via Hand Delivery on February 13, 2015 -

The following are machine copies which were labeled Plaintiff's Exhibits (PE) in the transcript of videotaped Deposition of Sanford J. Sherman dated 11/20/2014:

Q1 PE 15: Seven (7) page Durable Power of Attorney from company Merrill Lynch on account number 61756864, dated 17th day of May, 2000.

1. Page 1. Account # 61756864
2. Page 2. Three (3) sets of initials in Part II: a, b, and c.
3. Page 3. Six (6) sets of initials in d, e, f, g, h, and i.
4. Page 4. No handwriting.
5. Page 5. Signature page with questioned signature "Aliza Sherman" dated 17th day of May, 2000.
6. Page 6. No handwriting.
7. Page 7. No handwriting.

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EXHIBIT
tabbies
1

Q2 PE 16: Merrill Lynch Client Relationship Agreement

1. #61756864 with questioned signature "Aliza Sherman"
2. Starts with "TO BE COMPLETED BY ACCOUNT OWNERS:..."
3. Page 4. Questioned signature "Aliza Sherman" dated 5/22/00.

Q3 PE 19: Letter to Mr. Stephen Spiegle containing questioned signature "Aliza Sherman" dated July 7, 2004.

Q4 PE 20: Seven (7) page Merrill Lynch Durable Power of Attorney dated 17 day of December, 2004.

1. Page 1. Account # 61756864
2. Page 2. Three (3) sets of initials in Part II: a, b, and c.
3. Page 3. Six (6) sets of initials at sections: d, e, f, g, h, and i.
4. Page 4. No handwriting.
5. Page 5. Signature page with questioned signature "Aliza Sherman" dated 17 day of December, 2004.
6. Page 6. No handwriting.
7. Page 7. No handwriting.

K1 Submitted and identified as bearing the genuine writing of Aliza C. Sherman were the following documents:

Machine copies labeled as Plaintiff's Exhibits (PE) in the transcript of videotaped Deposition of Sanford J. Sherman dated 11/20/2014:

1. PE 2. Check 388 dated 01/12/10. (Handprinted note under check submitted as K2-2.)
2. PE 6. Copies of three (3) handprinted notes "A Note From the Mom of:..." The second one dated 3-2-13.
3. PE 11. Application to Probate Will of Aliza C. Sherman. Signature Page 7. Dated 18 day of December 2006.
4. PE 12. Check 1015, dated 5/22/12.
5. PE 13. Check 1002, dated 2/20/12 .
6. PE 14. Check 1142, dated 7/23/12.

Original Documents—unless otherwise indicated:

7. Machine copy of "PHOTO RELEASE" dated 6/3/83.
8. Machine copy of "STATEMENT" dated June 3, 1983.
9. Handprinted list of names on back of a list of machine typed names and addresses. Date was indicated to be sometime in 1999-2000.
10. Passport in name of Aliza Caroline Sherman, date of issue 13 Feb 2001.

K1 cont'd

11. American Heart Association card issued 7/19/02.
12. Handprinted note on back of invitation beginning with "This video was made in honor of..." dated Oct 20, 2002.
13. Handprinted note on back of invitation beginning with "Flag picture to end video..." dated Oct 20, 2002.
14. Page of check register:
    a. Front side: beginning date of 9/10/03.
    b. Back side: Deposit record in name of Jennifer Sherman.
15. THE CLEVELAND CLINIC FOUNDATION DIVISION OF NURSING & RESEARCH CONTINUING EDUCATION PROGRAM certificate dated April 7, 2004.
16. Serono Inc, One Technology Place, Rockland, MA 02370 certificate of completion of "Evolution of Delivery Systems" dated February 10, 2005.
17. AAA invoice #1858441 dated 6-19-08.
18. Blue envelope with a torn lined notebook paper and "This is your receipt" taped to it. Dated 7/31/2008.
19. AAA invoice #1873682 dated 5-9-2009.
20. American Heart Association card issued 10-19-2010.
21. American Heart Association card issued 9/8/2011.
22. Machine copy of check 1001 dated 1/4/12.
23. Check 2152 dated Aug/2012.
24. Check 2155 dated 8/13/12.
25. American Heart Association card issued 10/2012.
26. Check 135 dated 2/13/13.
27. Saks Fifth Avenue Credit Card valid 06/12-06/14.
28. American Eagle Outfitters Visa good thru 07/13.
29. Fifth Third Bank MasterCard valid thru 02/14.
30. usBank Visa valid thru 12/14.
31. HASAdvantage Visa valid thru 09/15.
32. Post-it note "Travelers Personal Insurance..." no date.
33. Post-it note "Laura 440-823-6822..." no date.
34. White copy paper "7:30- (Jim) From Amtrust..." with no date.
35. Torn white copy paper, right half "confidential Mary Johnson..." with no date. (Left side submitted as K2-13.)
36. Happy Birthday Lottery card in name Harry Czinn. No date.
37. Large white Cleveland Clinic envelope "My Notes Vacate Harass." No date.
38. White copy paper "History of my case." No date.

K1 cont'd

39. White lined paper "From Jan- 2012." No date.
40. White lined paper "Huntington Bank Records." No date.
41. Purple lined paper "Accounts of: Aliza Sherman." No date.
42. Purple lined paper "Accounts of: Doris Czinn." No date.

K2 Submitted and identified as bearing the genuine writing of Sanford J. Sherman were the following documents:

Machine copies which were labeled as Plaintiff's Exhibits (PE) in the transcript of videotaped Deposition of Sanford J. Sherman dated 11/20/2014:

1. PE 1. Handprinted note beginning with "I paid my proper percentage of..." No date.
2. PE 2. Handprinted note under copy of check (#388) beginning with "You brought this into our home..." No date on note. (Check was submitted as K1- dated 01/12/10
3. PE 3. Handprinted letter beginning with "Aliza RE: Insurance Traveler's Bill:..." Dated 9/28/2012.
4. PE 4. Hand printed note beginning with "Last months insurance bills which also covers..." Dated 2/25/1. (*Last digit is unclear.*)
5. PE 5. Hand printed note beginning with "As you R aware the..." Dated 3/2/13.
6. PE 8. Form "ELECTION OF SURVIVING SPOUSE TO TAKE UNDER WILL" Dated 07/31/13.
7. PE 9. Letter to Fifth Third Bank titled "AUTHORIZATION FOR RELEASE OF INFORMATION" Date within body of letter March 24, 2013.
8. PE 10. Letter to Fidelity Investments titled "AUTHORIZATION FOR RELEASE OF INFORMATION" Date within body of letter March 24, 2013.
9. PE 11. Application to Probate Will of Aliza C. Sherman:
    a. Form 2.0 – APPLICATION TO PROBATE WILL 01/02. Stamp dated JUL 30 2013.
    b. Form 1.0 – Side Two – Aliza C. Sherman. Dated 7/29/13
10. PE18. Titled "VERIFICATION" dated 17th day of November, 2014.

Other documents submitted:

11. Machine copy of "PHOTO RELEASE" dated 6/3/83.
12. Original form from Motorcars in Cleveland Heights, dated 2/25/2010.
13. Torn white copy paper, left side "deal shoe..." with no date. (Right side submitted as K1-35.)

The following evidence was received via FedEx on August 27, 2015 –

K2 Submitted and identified as bearing the genuine writing of Sanford J. Sherman were the originals of the following documents:

14. Handwriting Sample Form, labeled Exhibit B, dated 8/14/15 and 8/19/15.
15. Handwriting Sample Form, kvs HSF-302, dated 8/19/15

The following evidence was received via FedEx on September 1, 2015 –

K2 Submitted and identified as bearing the genuine writing of Sanford J. Sherman were the following documents:

Machine copies which were labeled as Plaintiff's Exhibits (PE) in the transcript of videotaped Deposition of Sanford J. Sherman dated 11/20/2014:

16. PE 26. COURT OF COMMON PLEAS DIVISION OF DOMESTIC RELATIONS CUYAHOGA COUNTY, OHIO:
    a. Page 5. Known signature dated 23 day of June, 2011.
17. PE 27. Series of documents signed as Power of Attorney (POA):
    a. Merrill Lunch Prod 0003 dated May 13, 2009.
    b. Merrill Lunch Prod 0004 dated 5/5/09.
    c. Merrill Lunch Prod 0005 dated 4/13/09.
    d. Merrill Lunch Prod 0009 dated 2/16/10.
    e. Merrill Lunch Prod 0010 dated 2/16/10.
    f. Merrill Lunch Prod 0011 dated 4/30/10.

Attached as **Exhibits Q1, Q2, Q3, Q4, K1, and K2** are photocopies of these documents.

SERVICE REQUESTED

I have been asked to determine whether or not any of the questioned writing in **Exhibits Q1, Q2, Q3, and Q4** was prepared by either of the writers of **Exhibits K1** or **K2**.

EXAMINATIONS CONDUCTED

The handwriting in this case was examined with the unaided eye and low powered magnification.

The examination of handwriting is, in essence, a two-step procedure. First, the overall spontaneity or naturalness of the questioned material is evaluated. The purpose of this is to determine if one is dealing with naturally prepared handwriting as opposed to a tracing, a slowly written simulation or an attempt at distorting the handwriting.

The second step involves the comparison of the overall form and design of the questioned material to a verified representative sampling of an individual's handwriting—the known material. The known writing[1] is also examined to determine if there is enough comparable known writing to assess the writer's full range of natural variation. The known samples are examined to determine if it is all consistent with being written by one person. Then the examination continues with a side-by-side comparison of the questioned material.

(Rest of page—except footnote—intentionally left blank.)

1 There are two types of known samples—Requested and Collected:

a. *Requested Known Samples* are created for the purposes of comparison. The writing is prepared in a controlled setting. A person witnesses while the subject writes the words contained in the questioned material.

b. *Collected Known Samples* are writings collected from other sources/normal-course-of-business documents (checks, applications, driver's license, work notes, letters, etc.) The samples are undisputed and acknowledged as being the writing of a particular individual.

OBSERVATIONS

As a result of the examination and analysis, my observations are as follows:

Machine Copies

1. There are intrinsic limits in the examination of copies rather than original documents. Copies are subject to manipulation that may not always be detectable. Also subtle details that are of significance in evaluating handwriting are obscured. The assumption is made in this report that the copies provided depict the physical evidence to be found on the original documents. While copies are not the best evidence, they can be of value if their limitations are recognized.

2. With respect to evaluating non-original reproductions of signatures, if there are gross differences in terms of design and construction between the questioned and known signatures, that is generally not the fault of the copy process. Consequently, an opinion that the signature is either not genuine or probably not genuine would be justified. If, on the other hand, there is agreement in terms of form and design, and no blatant evidence of tracing or photocopy manipulation, the best that can be said is that the signature is consistent in terms of design and construction and that no blatant evidence of tracing or photocopy manipulation was observed. The document may be what it purports to be and the signatures may be genuine. The possibility of a carefully executed manipulation or simulation cannot be precluded. In order to assess the signatures more thoroughly, it would be necessary to examine the originals of the documents in question.

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Known Writing Evidence:

3. The known writing in **Exhibit K1** was submitted as that of Aliza C. Sherman.
    a. It consists of machine copies and originals of normal course of business documents dated 1983 and 2001 through 2012.
        i. These documents pre-date and post-date the questioned documents.
    b. The writing appears freely and naturally prepared and consistent with one individual.
    c. The characteristics of the writing have remained consistent throughout the time span of the known documents.
    d. It contains both cursive and printed writing.
        i. There are no samples of initials.
    e. There is sufficient quantity and quality to perform the requested examinations on the signatures and printing, but not the initials.

4. The known writing in **Exhibit K2** was submitted as that of Sanford J. Sherman.
    a. It consists of machine copies and a couple of original normal course of business documents dated 1983 and 2009 through 2014.
        i. Some of the copies are of lower quality and/or contain copy distortions which obscure the visibility of the writing features.
    b. It contains both cursive and printed writing.
        i. Many of the known signatures are abbreviated versions where many of the letters are not legible. This is a common trait where the writer is minimizing the amount of time and energy needed to form all the letters. This creates a simplified writing line. This simplified writing line limits the examination in comparison to fully-formed letter signatures.
        ii. There are no samples of initials.
    c. The writing appears freely and naturally prepared and consistent with one individual.
    d. Also provided were requested known samples, prepared in 2015, but those samples did not contain the name in question.
        i. The requested known samples were written with speed.
    e. The evidence is limited in that it lacks comparable letters/letter combination in cursive to compare to the questioned name especially "Aliza".

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Questioned Document Evidence:

5. The questioned documents in **Exhibits Q1, Q2, Q3,** and **Q4** are electronic copies with low image quality.
    a. All are reduced in size.
    b. There is no blatant evidence of tracing or photocopy manipulation.
    c. The quality interferes with the visibility of subtle details.
    d. The quality was sufficient to examine the major characteristics of all five (5) questioned signatures.
    e. The visibility of significant features in most of the questioned handprinting was severely limited by the size and image quality.

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Comparisons:

6. In comparison to each other, all five (5) of the questioned "Aliza Sherman" signatures in **Exhibits Q1, Q2, Q3, and Q4** contain similarities and appear to have been written by one writer.

7. Significant disagreement was noted between the questioned signatures in **Exhibits Q1, Q2, Q3, and Q4** and the known writing in **Exhibit K1.**

    a. In **Exhibit Q1,** the disagreement includes but is not limited to the following characteristics. See *Figure 1*[2]:

    Aliza

    1. "A" consists of two loops whereas the exemplars are a large counterclockwise movement.

    2. "l" is too tall compared to the "A".

    3. "i" connection from the "l" is too steep and high off baseline.

    4. "z" descender is too far to the left and under the top.

    Sherman

    5. "S" top curves too far to left

    6. "h" loop is too big and tall.

    7. "e" is too close to the "h".

    8. "rman" series of garland (counterclockwise, sharp waves) motions with no clear distinction of each letter.

    9. Long diagonal line nothing like that in any of **Exhibit K1.**

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2 All figures were prepared for demonstration purposes. They contain only a representative sample of the known exemplars.

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b. In **Exhibit Q2 pg1,** the disagreement includes but is not limited to the following characteristics. See *Figure 1*:

Aliza

1. "A" consists of two loops whereas the exemplars are a large counterclockwise movement.
2. "l" is too tall compared to the "A".
3. "z" is too narrow.
4. "a" sits too far away from the "z".

Sherman

5. "S" base sits too far below baseline.
6. "h" has no arch.
7. "e" is too close to the "h".
8. "m" tops are too sharp and too much space between.
9. "n" terminal stroke is too sharp at baseline.

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c. In **Exhibit Q2 pg4,** the disagreement includes but is not limited to the following characteristics. See *Figure 1*:

Aliza

1. "A" consists of two loops whereas the exemplars are a large counterclockwise movement.

2. "l" is too tall compared to the "A".

3. "i" connection from the "l" is too steep.

4. "z" center line between both arches is too far below connecting stroke from "i".

5. "a" sits too far away from the "z".

Sherman

6. "S" end stroke into connection to "h" is clockwise motion and is too narrow.

7. "h" has no arch.

8. "e" is too close to the "h".

9. "rma" series of garland (counterclockwise, sharp waves) motions with no clear distinction of each letter.

10. "n" terminal stroke is too sharp at baseline.

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d. In **Exhibit Q3,** the disagreement includes but is not limited to the following characteristics. See *Figure 2*:

Aliza

1. "A" consists of two loops whereas the exemplars are a large counterclockwise movement.

2. "l" is too tall compared to the "A".

3. "i" has two lines—looks like a 'u'.

4. "z" is too narrow.

5. "a" sits too far away from the "z".

Sherman

6. "S" end stroke into connection to "h" is clockwise motion and extends too far below baseline.

7. "h" is too tall.

8. "rma" series of garland (counterclockwise, sharp waves) motions.

9. "n" terminal stroke is too sharp at baseline.

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e. In **Exhibit Q4,** the disagreement includes but is not limited to the following characteristics. See *Figure 2*:

Aliza

1. "A" consists of two loops whereas the exemplars are a large counterclockwise movement.

2. "l" is too tall compared to the "A".

3. "i" has two lines—looks like a 'u'.

4. "z" is too narrow.

5. "a" sits too far away from the "z".

C.

6. "C" approach stroke is too short and farther to the left than the end stroke.

Sherman

7. "S" base sits too far below baseline.

8. "h" is too tall and has no arch.

9. "rma" series of garland (counterclockwise, sharp waves) motions.

10. "n" appears to have three (3) arches that are too sharp.

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8. There was not enough comparable known writing in **Exhibit K2** to compare to the first name—Aliza—in the questioned documents.

9. There were characteristics in agreement and disagreement between the "Sherman" in the questioned signatures in **Exhibits Q1, Q2, Q3, and Q4** and the known writing in **Exhibit K2**. The following characteristics were noted. See *Figures 1 & 2:*

Sherman

In agreement:

1. "h" loop is big and tall and no arch.
2. "e" small eyelet under the overhang of the "h's" loop.
3. "rma" series of garland (counterclockwise, sharp waves) motions with no clear distinction of each letter.
4. In **Exhibit Q1,** the long diagonal line after the end.

Disagreement:

5. "S" cursive form in all Questioned signatures. No cursive forms in **Exhibit K2**.
6. Long upturned terminal stroke in Exhibits Q2 through Q4.

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OPINION

After due consideration, and bearing in mind the limitations imposed by the examination of copies, my opinions are as follows:

Known Writer Aliza C. Sherman—Exhibit K1—to:
All Questioned "Aliza Sherman" Signatures

There is a **strong probability** that the writer of **Exhibit K1**—submitted as the known writing of Aliza C. Sherman—**did not write** any of the questioned "Aliza Sherman" signatures in **Exhibits Q1, Q2, Q3, and Q4**. The evidence is very persuasive, yet some critical feature or quality is missing so that an elimination is not in order; however, the examiner is virtually certain that the questioned and known writings were not written by the same individual.

Handprinted Entries

No conclusion could be reached as to whether or not the writer of **Exhibit K1** prepared any of the **handprinting** on **Exhibits Q1, Q2, Q3, and Q4**. The quality of the evidence inhibited observing the fine details needed to make a determination.

Initials

No conclusion could be reached as to whether or not the writer of **Exhibit K1** prepared any of the **initials** on **Exhibits Q1 and Q4**. There was not enough comparable known writing provided and the quality of the questioned evidence inhibited observing the fine details needed to make a determination.

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Known Writer Sanford J. Sherman—Exhibit K2— to:
All Questioned "Aliza Sherman" Signatures

There are indications that the writer of **Exhibit K2** –submitted as the known writing of Sanford J. Sherman—**may have written the "Sherman"** entries of the signatures in **Exhibits Q1, Q2, Q3, and Q4** but the evidence falls far short of that necessary to support a definite conclusion. This is a weak opinion.

No conclusion could be reached as to whether or not the writer of **Exhibit K2** prepared the **"Aliza"** portion of the signatures on **Exhibits Q1, Q2, Q3, and Q4.** There was not enough comparable known writing provided.

Handprinted Entries:

No conclusion could be reached as to whether or not the writer of **Exhibit K2** prepared any of the **handprinting** on **Exhibits Q1, Q2, Q3, and Q4.** The quality of the evidence inhibited observing the fine details needed to make a determination.

Initials:

No conclusion could be reached as to whether or not the writer of **Exhibit K2** prepared any of the **initials** on **Exhibits Q1, and Q4.** The quality of the evidence inhibited observing the fine details needed to make a determination and there was not enough comparable known writing provided.

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REMARKS

The examination and comparison of the evidence was limited by the quality of all the questioned documents and many of the known exemplars. In order to provide more definitive opinions, it would be necessary to examine the originals of **Exhibits Q1, Q2, Q3, and Q4,** as well as **Exhibits K1 and K2.** If the originals are located, please supply them to me for further examination.

The examination and comparison of the evidence was limited by the lack of comparable initials and the fully written "Aliza Sherman" from Sanford J. Sherman. It is strongly recommended that additional known writing be submitted from this subject for further examination.

Enclosed are copies of 2 comparison charts (Figure 1 and Figure 2) that I prepared to assist me in demonstrating my findings. Also enclosed is a sheet entitled "Standard Terminology for Expressing Conclusions of Forensic Document Examiners" which explains the levels of opinion. And finally, a copy of my most recent curriculum vitae is attached to this report.

All original evidence will be returned along with a copy of this report via USPS Certified mail.

Respectfully submitted,

Katherine V. Schoenberger

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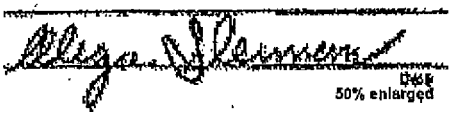
Figure 1: Chart of Exhibits Q1 & Q2 along with Sampling of Exhibits K1 & K2

Q1 pg 5 May 17, 2000



50% enlarged

Q2 pg 1 May 22, 2000



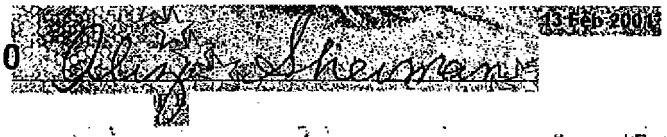
50% enlarged

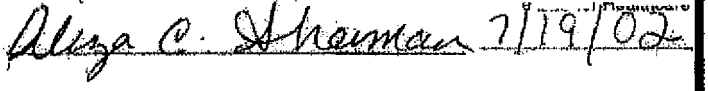
Q2 pg 4 May 22, 2000

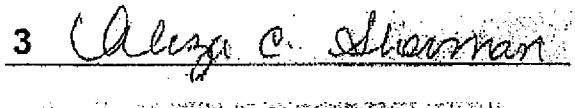


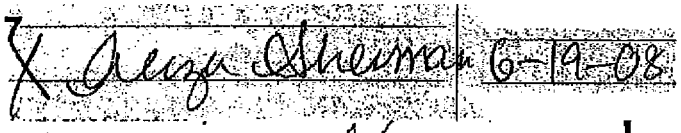
50% enlarge

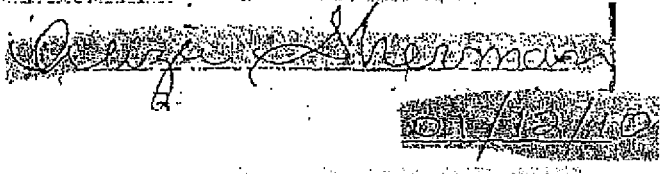
K1 Aliza C. Sherman

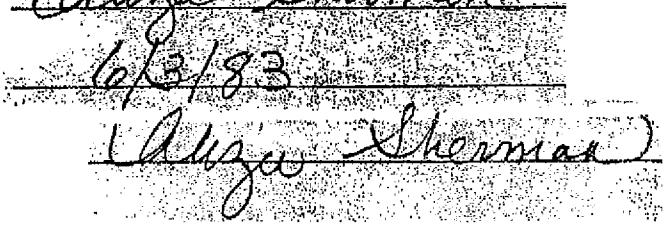
10 

11 

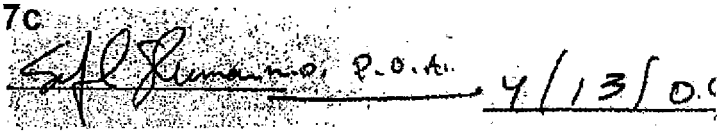
3 

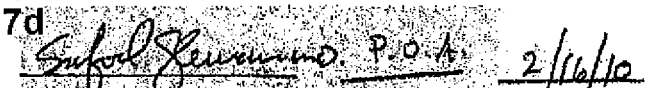
17 

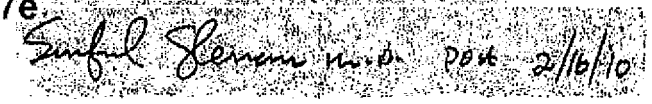
1 

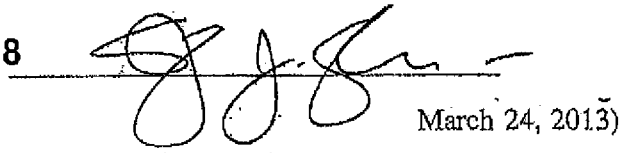
7 

K2 Sanford J. Sherman

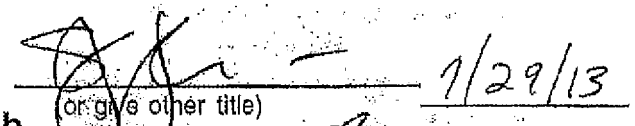
17c 

17d 

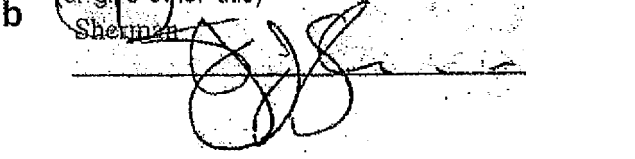
17e 

8 

March 24, 2013)



(or give other title)

9b 

11 

Prepared by
Katherine Schoenberger
Forensic Document Examiner

Jennifer Sherman,
Co-Executor of the Estate of Aliza Sherman
vs.
Sanford J Sherman, et al.
Case No. CV-14-827479

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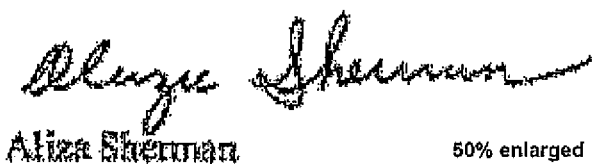
Figure 2: Chart of Exhibits Q3 & Q4 along with Sampling of Exhibits K1 & K2

Q3 July 7,2004



Aliza Sherman

50% enlarged

Q4 pg 5 December 22, 2004



Signature of Client/Principal

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K1 Aliza C. Sherman

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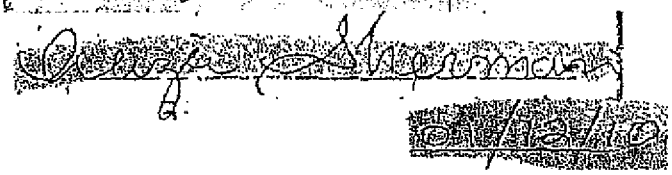
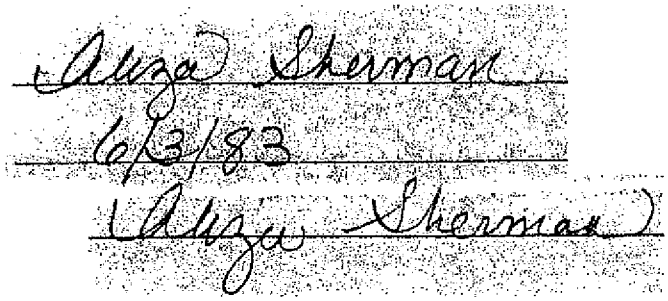
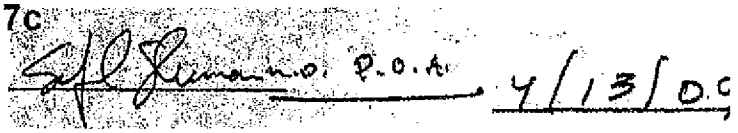
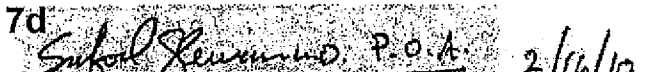
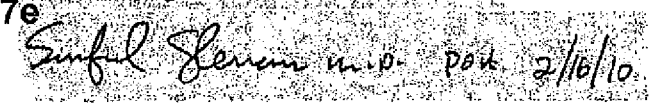
1 

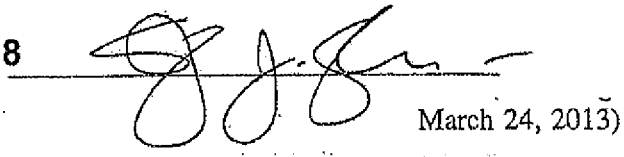
7 

K2 Sanford J. Sherman

17c 

17d 

17e 

8 

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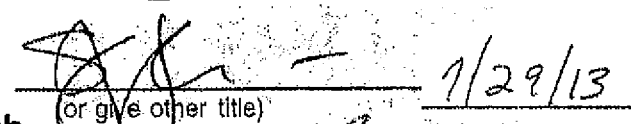

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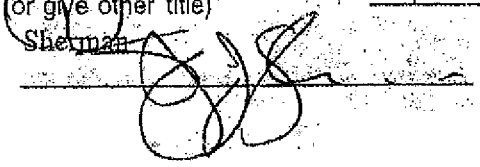
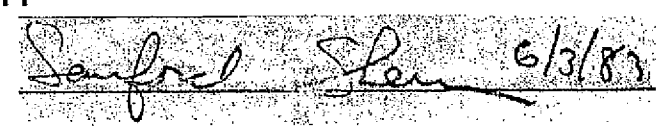
9b Sherman 

11 

Prepared by
Katherine Schoenberger
Forensic Document Examiner

Jennifer Sherman,
Co-Executor of the Estate of Aliza Sherman
vs.
Sanford J Sherman, et al.
Case No. CV-14-827479

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IN THE COURT OF COMMON PLEAS
CUYAHOGA COUNTY, OHIO

- - - - -

Jennifer Sherman, Co-Executor, etc.,	)	Judge Robert C. McClelland
Plaintiff,	)	
vs.	)	Case No. CV-14-827479
Sanford Sherman, et al,	)	
Defendants.	)	

- - - - -

Deposition of:
STEPHEN A. GREENE

May 4, 2015
4:21 p.m.

Location: Reminger Co., LPA
101 West Prospect Avenue, Suite 1400
Cleveland, Ohio

Reporter: Michelle A. Bishilany, RDR, CRR



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APPEARANCES:

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216.831.5100
bgreen@shaperolaw.com

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I N D E X

EXAMINATION OF STEPHEN A. GREENE

	Page	Line
BY MR. WINTER.....	4	6

EXHIBITS MARKED

No exhibits were marked.

- - - - -

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STEPHEN A. GREENE, of lawful age, called for examination, being by me first duly sworn, as hereinafter certified, deposed and said as follows:

EXAMINATION OF STEPHEN A. GREENE

BY MR. WINTER:

Q. Good afternoon, sir. My name is Jason Winter, as you know, and I represent Jennifer Sherman in her capacity as co-executor of the estate of Aliza Sherman in Common Pleas case number 14-CV-827479.

We're here for your deposition today in that matter. Before we go any further today, would you please state your full name for the record including any middle name and spelling each of your names.

A. Stephen Alan Greene. S-T-E-P-H-E-N, A-L-A-N, G-R-E-E-N-E.

Q. Mr. Greene, have you ever gone by any other name?

A. No, just Steve. Steve Greene or -- no.

Q. Have you ever sat for a deposition similar to this in the past?

A. Probably when I was a deputy sheriff years and years ago, but not like this, a civil

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case.

Q. And so that perhaps might have been in the context of a criminal action when you were a deputy sheriff or...

A. Right, or -- yeah, it's been a while.

Q. All right. Then what I'm going to do is I'm going to cover some ground rules for our discussion today to ensure --

A. Okay.

Q. -- that you and I are on the same page.

A. All right.

Q. First, it is important that each of your responses is audible in nature. While you and I may understand what a nod or a shake of the head means, Michelle, our court reporter, can't take that down and so I'm going to ask that you verbalize each one of your responses today.

Secondly, it is important that you and I not speak at the same time. If at some point I interrupt you before you finish one of your responses, please let me know that, it's not my intent; I want to make sure I get your full response on the record before I start my next question.

Similarly, there may be points today

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where you can anticipate what your response to one of my questions is going to be even before I finish the question; I nonetheless am going to ask you to allow me to finish the question before you start your response.

If at some point you need to take a break today, let me know that, we can do that; the one condition on that is if there is a particular question that is pending, I'll need you to answer that particular question before we take that break.

If at some point today you don't understand a question that I ask, I absolutely do not want you to answer that question. My job today is to ask questions that you can understand; your job, of course, is to answer those questions as best you're able.

If at some point today you recall information that makes one of your prior responses more complete or more accurate, I want you to let me know that. Simply because we've covered a given area and we moved on to talk about something else doesn't mean that if something occurs to you on a prior topic that we can't go back and talk about that. When you

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leave here today I want to make sure I have your most complete and accurate knowledge on the topics we discuss today.

Lastly, you understand that you're under oath today?

A. Correct. I do.

Q. Just as if you were in court?

A. I do.

Q. You agree to abide by each of these ground rules we've just covered today?

A. I do.

Q. Is there any reason that you can think of that you will not be able to understand the questions that I ask today or to provide accurate answers to those questions?

A. I doubt it.

Q. And specifically what I'm referring to is if you have any illnesses, if you're not feeling well today --

A. No, I'm fine.

Q. -- if there's some medication that you're on that affects your ability to understand or answer. Okay. So you're comfortable proceeding today?

A. Correct, I'm comfortable.

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Q. I ask these questions of everyone. Have you consumed alcohol in the last eight hours?

A. No.

Q. Have you consumed any sort of drug or narcotic or medication in the last 24 hours?

A. No.

Q. And so you're comfortable proceeding with your deposition today?

A. Yes.

Q. I believe I would have contacted you to reset this sometime in the last ten days or so, give or take a couple of days; is that about right?

A. I believe that's about right.

Q. Have you spoken with anyone else, other than your wife, concerning our efforts to reset this deposition and the fact that I had reached out to you?

A. No.

Q. So you haven't spoken with Sanford Sherman?

A. I talked with him but we didn't discuss this. I had said that I'm giving a deposition and that's all. And then he said well we can't talk about it; I said I agree, yeah.

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Q. When was it that -- let me back up. How many times since I first reached out to you and within the last week, week and a half have you spoken with Sanford Sherman?

A. Only once today.

Q. And that was today?

A. Yeah.

Q. For how long did you speak on the phone?

A. I called him because he had tried to call me yesterday or the day before and I hadn't talked with him in months, I hadn't talked with him this year -- or I take that back, I talked with him when I was in Florida and -- but this was the first time since maybe February or March, maybe February or March.

Q. And so exactly what did you say concerning today's deposition and exactly what did he say in response?

A. I said that I'm giving a deposition; he goes oh, really? Are you kidding me? I said no. And he said well -- I said well it's no big deal. He said well just tell the truth; and I said that's -- it's easy to do, and that's it.

Q. What else did you two discuss during that call?

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A. Oh, what else did we discuss? I also told him that I was called before the -- I hadn't talked with him since I had testified at the grand jury.
Q. And before you go any further, I want to be clear: At no point today do I want you to divulge --
A. Right.
Q. -- what you said in front of the grand jury.
A. Right, and I had told him the same thing and told him that we can't discuss anything that I talked with the grand jury, but I was called before the grand jury and he didn't realize that I had been called for that, either.
And then we just talked about getting together and basically that was it. Hopefully we could see each other, I haven't seen him in a while.
Q. Do you have any plans to see him this week?
A. I hope to. I hope to, if I'm not golfing.
Q. Have you reviewed any documents, have you reviewed anything within the last ten days

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concerning this case or your deposition?
A. No.
Q. Have you ever spoken with or met Attorney Brian Green who's in the room?
A. I don't believe so.
Q. Have you visited any places in the last ten days that may relate to this civil lawsuit?
A. No. I don't know what places would relate to it.
Q. And you drove yourself here today --
A. Yes.
Q. -- alone?
A. Yes.
Q. Now my understanding from speaking with you last week is that you had planned originally, if the credentialing had been completed, to be in Oklahoma this week, correct?
A. That's correct, and it's continuing to be a problem, so I don't know when they're going to get their act together, so I don't know, I should have been there already working.
Q. Is your plan to provide a month's worth of service when you go?
A. Correct, or up until the end of May, so now it's becoming less of a month.

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Q. But at least through the end of this week you plan to be in Ohio?
A. I hope. Although I don't know, if they called me today saying you're credentialed I might drive out there and spend two days driving out to Oklahoma.
Q. Have you ever served in the military, sir?
A. Absolutely.
Q. Can you please tell me what branch.
A. Air Force and the Army.
Q. Can you share with me the years that you served in each position.
A. The Air Force was February 1969 to February of 1973. And then I think I was an inactive Reserve for two years.
And then I joined the Army Reserve in 1976, I believe. And I retired from the Army Reserves in 2008; my 60th birthday, December 5th.
Q. So I'm clear, when you first entered the Army in 1976, was that active duty or was that Reserve?
A. That was Reserve.
Q. So your entire tenure with the Army was Reserves?

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A. Has been Reserve, correct, with activations for mobilizations for active duty.
Q. Presumably honorably discharged from the Air Force in 1973?
A. Absolutely.
Q. What was your rank at the time of your discharge?
A. Sergeant E-4.
Q. Can you share with me what your day-to-day responsibilities while you were in the Air Force.
A. I loaded conventional and nuclear weapons on aircraft.
Q. At any point during your tenure in the Air Force were you stationed abroad?
A. Yes.
Q. Share with me where those stations were.
A. 1969 Okinawa where I loaded B52 bombers for Vietnam, and I went on two combat B52 bombing missions in the aircraft, one into Laos and one into South Vietnam, and that was six months TDY. And then I got back from that, I went to Thailand for a year, loaded B52s for a year in Thailand, and then I got stationed in Da Nang Air Base in Da Nang, Vietnam for a year loading F4 fighters

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for a year.
Q. Does that complete the locations that you were stationed abroad while you were in the Air Force?
A. Yes, that does.
Q. During your service in the Reserve Army -- as a reservist in the Army, rather, what were your day-to-day duties or when you were -- let me back up. That's a poorly-worded question from a gentleman who's never served in the military so I'm doing my best.
A. That's all right.
Q. I'm sure you can tell.
First of all, not when you were activated and called up but when you would do your presumably two weeks a year and your weekend activities in the Reserves for the Army, what did you personally do, what was your job assignment?
A. I had many duties. I was an infantryman first, I was a sergeant infantryman, then I was a drill sergeant in the Army Reserves, and then I was in special forces as a reservist, as a enlisted sergeant, and then I got commissioned to first lieutenant and I became in the nurse corps and I was a nurse anesthetist at that time. And

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I served as a nurse anesthetist throughout my whole career except for my last assignment in Afghanistan where I was serving as a nurse anesthetist for three months and then I did three months for the special forces.
Q. Post September 11th, on how many occasions was your unit activated?
A. My unit wasn't activated, I was activated individually.
Q. How many times?
A. I got activated for 2003 for the Iraqi invasion and I went to Germany, and I got activated in 2004 to Afghanistan, and that's when I did six months in Afghanistan, and that was my only activation after 9-11.
Q. And your rank at the time of your retirement in 2008?
A. Colonel.
Q. I ask this question of everyone. Have you ever been arrested or convicted of any criminal offense? And I'm not referring to a traffic citation.
A. No, I have not.
Q. Your current residential address, sir.
A. 35835 Timber Ridge Lane, Willoughby,

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Ohio, 44094.
Q. For how long have you lived at that residence?
A. I think since 1992. April of '92, I believe.
Q. Does anyone live there with you?
A. My wife.
Q. Do you spend any period of time throughout the year at a different residence?
A. Not normally, but we did last year because I retired from the Cleveland Clinic as a nurse anesthetist at Cleveland Clinic in August of 2014 so we rented a place in Venice, Florida for three months, January, February and March.
Q. So if I were to ask you if you and your wife owned any other homes other than your primary residence here in Ohio, the answer to that would be?
A. Well, we're buying a place now so we're in the process of getting approved, the place is being built and it's a townhouse in Florida.
Q. Prior to your current address which you recall moving into in the early '90s, where did you live?
A. I lived in Richmond Heights and on

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Habersham, North Habersham, I can't recall the exact address, and that was I think '84 to '92, I believe, or '85 till '92.
Q. What other cities have you lived in?
A. I lived in Cleveland while I was going -- I lived in Euclid when I first came to Ohio to go to anesthesia school at the Cleveland Clinic from Washington state where I was living and I came to Euclid and I lived there, then I lived in downtown, in Little Italy while I was going -- one year of anesthesia training and then one year while I was working at Mt. Sinai I lived in Little Italy.
And I lived in West Virginia, excuse me, for -- after the year at Mt. Sinai, 1982, for six months I lived in West Virginia, I did anesthesia in a small town in West Virginia.
Q. Your current marriage, is that your only marriage?
A. No, I was married one other time in Washington state.
Q. And without getting too much into that, what years were you married to your first wife?
A. Oh, boy, let me think about this.
Q. Ballpark.

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A. Yeah. Because I been married 28 years to my wife now and I think I was only married, gosh, '70 -- I was a deputy sheriff, so '73 to probably '75, that's ballpark.
Q. And what county would you have gotten divorced?
A. Walla Walla County in Walla Walla, Washington.
Q. So two marriages, correct?
A. Correct.
Q. Do you have any children?
A. Two children with this marriage.
Q. Any children from your prior marriage?
A. No.
Q. What fields are they in?
A. My daughters?
Q. Yes.
A. One is teaching school in South Korea, started in February, has a year-long contract, that's my oldest daughter. And my youngest daughter is a stewardess on a private yacht out of Fort Lauderdale.
Q. So what we're going to talk about now is your educational background and then we'll kind of walk forward from there.

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You graduated high school?
A. Yes.
Q. From where?
A. Whitman-Hanson Regional High School in Whitman, Massachusetts.
Q. Is that eastern Mass, western Mass?
A. It is eastern Mass, right near Plymouth.
Q. I went to college in Boston, so...
A. So did I.
Q. Oh, yeah? We'll get to that in just a few minutes.
Upon graduation from high school -- by the way, what year was that?
A. 1967. That was my second high school. My first high school was Lincoln, Lincoln High School, Lincoln, Nebraska, 10th grade.
Q. And then your family moved to Mass?
A. My dad retired from the Air Force, we moved back to Massachusetts where I was from and where I was born.
Q. I don't believe I got your date of birth; what is your date of birth?
A. December 5th, 1948.
Q. Upon graduation from high school what did you do?

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A. I went to Wentworth Institute of Technology in Huntington Avenue in Boston.
Q. For how long were you there?
A. A year and a half.
Q. What was your course of study?
A. Aerospace engineering.
Q. At the conclusion of that year and a half what did you do?
A. I joined the Air Force. Like my father who had retired from the Air Force, I joined the Air Force in February of '69.
Q. And you shared with me earlier that you were in for four years, correct?
A. Four years active duty, correct.
Q. And you were a sergeant E-4 at the time that you were discharged; is that correct?
A. Correct.
Q. And you shared with me what your day-to-day activities were. Upon discharge in 1973, what did you do?
A. I was going to college in Walla Walla, Washington where I got out of the service, out of the Air Force, and I joined -- I was teaching martial arts at three places, Walla Walla Community College, Walla Walla College, YMCA, and

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I -- in my class was a student who was a deputy sheriff, son of the sheriff, and he asked -- he said I should become a deputy and I took the test and I became a deputy sheriff in Walla Walla.
Q. A lot of information there --
A. Yeah.
Q. -- so I'll ask a few follow-ups.
A. Yeah.
Q. First of all, you said you were in college in Walla Walla, Washington.
A. Right.
Q. What institution were you actually studying in?
A. Walla Walla Community College and I was studying nursing.
Q. You indicated you were teaching martial arts; what particular art?
A. Taekwondo. I had earned that when I was in Vietnam, I had gotten my black belt. I'd started in Thailand, a year of that, and then a year in Vietnam and I got my black belt in Vietnam.
Q. You and I share another common --
A. Good.
Q. -- experience then.

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Then you indicated that while you were there you became a deputy sheriff.
A. Uh-huh.
Q. For how long did you serve in the role of a deputy sheriff?
A. A year and a half.
Q. Did you complete a course of study at Walla Walla Community College?
A. Yes. In 1976, it took me three years to get a two-year degree because I was working nights as a deputy sheriff and going to school days, so I didn't do full-full loads, I took a full load, but not full-full, and I played football and I played golf on the teams. And so I completed my associate degree of nursing in 1976 from Walla Walla Community College.
Q. Did your completion of that degree coincide with when you ceased being a deputy sheriff, or not really?
A. No. I think I had ceased in '74, autumn of '74. From March of '73 to autumn of '74 I think I was a deputy, and then I became a paramedic for the fire department in Walla Walla.
Q. So upon obtaining your associate's degree that's the point at which you became a

paramedic?
A. No. I was working for my associate's degree while I was doing this as well, so that covers the three years, and then when I graduated from nursing I went and worked as a nurse.
Q. Where did you begin working as a nurse?
A. At the VA Hospital in Walla Walla.
Q. For how long did you work there?
A. I think about a year and a half, I was -- and then I got accepted into anesthesia school at the Cleveland Clinic.
Q. So I'm clear, you would have then come to Cleveland when?
A. In -- I think I came here in the autumn of '78 and I moved into Americana Apartments in Euclid.
Q. And 1978 would have been the first point in time where you had any significant contact with the Cleveland area?
A. Correct, that was the first time, other than driving through.
Q. The anesthesia school that you attended at the Clinic, that took you how long to complete?
A. That was a two-year program, from

January of '80 -- or '79 to December 31st of 1980.
Q. Would it be an appropriate assumption on my part that during that period of time you worked and attended the program at the same time at the Clinic or were you working somewhere else as you were studying?
A. I did some locums jobs as a nurse in ICU I think at Shaker Medical Center and I worked here and there whenever I could make some money. I also got GI Bill while I went to Cleveland Clinic School of Nurse Anesthesia.
Q. So you would have worked at perhaps a few other medical institutions in the capacity of a nurse?
A. As a nurse while I was going to nurse anesthesia school.
Q. You completed that program in 1980?
A. Yes.
Q. What did you do then?
A. Then I became a nurse anesthetist at Mt. Sinai Medical Center here in Cleveland.
Q. For how long did you serve in that capacity?
A. About a year.

Q. What did you do then?
A. Then I went to West Virginia and did solo anesthesia in a small town in Grantsville, West Virginia, Calhoun General Hospital.
Q. And that was for about six months?
A. That was about six months, I believe.
Q. Then what did you do?
A. Then I came back up and I became the chief nurse anesthetist at Booth Memorial Hospital.
Q. What was it that caused you to leave Mt. Sinai?
A. I told them I'd give them a year and that was all, I needed to do some solo work and get more experience on my own.
Q. Then what was it that caused to you leave the West Virginia location after six months?
A. It was killing me it was so isolated, it was just too isolated. It's a town of 600 people and I was single and -- just got a good fit.
Q. So then you're at Booth Memorial for how long?
A. I think about a year and a half.
Q. Why do you leave there?

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A. I left there because the job was eliminated. Booth eventually shut -- closed down, as did Sinai, and I left there and I went to Richmond Heights General Hospital.
Q. So I think that puts us around 1983 that you would have started at Richmond?
A. I think '85 is when I started, '85 to '90.
Q. So you were there for about five years?
A. Yes.
Q. And, again, you were serving as a CRNA at that time?
A. Correct, yes.
Q. In 1990 why did you leave Richmond Heights?
A. It was -- a new anesthesia department was taking over from Brentwood Hospital, which is now South Pointe, Brentwood, they're all DOs and there was a new DO firm taking over, they wanted me to work solely for them and not work anywhere else, and I also had other part-time jobs and it just wasn't working out and I got activated for Desert Storm in January of 1990, so...and I kind of had an idea that I was going to get activated, so I went over to Saudi Arabia in the desert for

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five months, four, five months.
Q. Then upon returning statewide, presumably you began working again; where would that have been?
A. I worked for a nurse anesthetist and he farmed me out to Fairview Hospital, Deaconess Hospital. I think I was about a year each of those places.
Q. What was the name of that anesthesiologist? I'm sorry --
A. Nurse anesthetist. Jay Horowitz. He lives down in Sarasota, Florida now.
Q. So about a year at Fairview and Deaconess --
A. About a year at Deaconess and then Deaconess shut down.
Q. So that takes us through, say, '93?
A. Then I joined -- then I became employed at the Cleveland VA Hospital.
Q. For how long were you there?
A. Till 2000. Seven years.
Q. In 2000 what was it that caused you to leave the VA?
A. The VA tried to fire me because I blew the whistle on supervision of -- poor supervision

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of student nurse anesthetists, and there were a few patients that had been injured and so I blew the whistle, they didn't -- they got really upset with me, and it brought a lot of attention to the chief of the anesthesia department at the Cleveland VA Hospital who was a convicted felon for child pornography. So I had taken it upon myself to pretty much stand up to a system that was allowing people to hurt veterans, being a veteran myself I just stood my ground, they tried to fire me, I went and -- I filed a complaint with the Office of Special Counsel, OSC, in Washington, DC and I got a settlement and my record was expunged and I walked away from them after -- at that month.
Q. Okay. Prior to the VA experience, ever terminated from any other position?
A. No. And I wasn't terminated there, either.
Q. Understood. Yes, I believe your testimony was that they tried to.
A. Yeah, the attempt was made.
Q. Understood. So when was the next paid employment position you held after the VA?
A. Oh, where did I go? I went to -- I'd

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done some locum tenens all throughout and I also had worked in Akron at a couple of clinics and I'd worked at St. Thomas in Akron. There was a clinic that I'd done down in Akron for 20 some years that I was doing part time on Saturdays and I may have done that, and I also went to Zeeba Surgery Center in -- I think it's still Cleveland, I think it's considered Cleveland or -- but it's right near 271 and Cedar, and I worked there for three months filling in for a person that -- a friend of mine that left there, and it was a plastic surgery center mostly, and I did that three months, and I didn't like doing that because it was like a factory and it was plastic patients that are pretty demanding and pretty needy and it just got old after a while.
Q. Continue to walk me forward from there in terms of your employment history.
A. Then I -- that was -- then I got hired by the Cleveland Clinic.
Q. When did you start there?
A. I think that was March of 2001, I believe, and then I retired from there on August 8th of 2014 at Hillcrest Hospital.
Q. So the last 13 years or so of your

employment career were spent at the Cleveland Clinic?
A. **Correct.**
Q. Did you ever receive any additional formal education beyond the nursing degree in 1976 from Walla Walla Community College?
A. **The nurse anesthesia program, I received a diploma for that in 1980.**
Q. Would that have been a -- is it a bachelor's degree or is it a certificate?
A. **No, it's a master's now, now it's a diploma only, so I really -- it was not recognized as -- and then I've also -- I've completed commanding general staff officer's course in the Army. I don't know, that's X amount of credits, and I also had other University of Maryland credits and...**
Q. Any other universities or colleges at which you took any courses?
A. **Yeah, I took -- in the Far East Division University of Maryland I took psychology and philosophy while I was in Vietnam.**
Q. We talked about, to the extent that you recall, your educational and your employment history?

A. **Pardon?**
Q. Have we talked about, to the extent you can recall as you sit here today, have we talked about your full employment history and your educational history?
A. **I had a business in Afghanistan where I was the -- from 2004 to about 2012 where I was the president of a company, a half owner of a business called Black Ops where we sold tactical gear and things to the soldiers on bases, in Afghanistan, Kurdistan and we had five or six bases in the United States, too, where we had stores, and we were -- we were contracted to Army/Air Force Exchange as a vendor.**
Q. Did you have occasion, either in the context of that private endeavor or in your military role, to deal with civilian contractors?
A. **Civilian contractors. We dealt with the -- we were a civilian contractor.**
Q. Let me be more specific.
A. **Yeah.**
Q. In terms of security, did you have occasion, in your role with the Black Ops entity that you were a part owner of, to either provide security services or retain vendors, in essence,

subcontract security services --
A. **No. No.**
Q. -- through vendors --
A. **No, security was always provided by the military because we were on base. Yeah.**
Q. So what exactly was it that your Black Ops, that entity, was providing?
A. **We provided tactical gear, coins, hats, T-shirts, sweaters, sweatshirts, flags, all kinds of equipment, holsters, that they didn't have room in the Army/Air Force Exchange on bases in these, so I suggested to the area manager that we start providing that and that's when he said, well this is a great idea, he says, we've needed that, so it was the right fit for the right place.**
Q. Any other business entities in which you've ever had an ownership interest?
A. **No. I don't think so.**
Q. Does that entity still operate in the United States?
A. **No, no, it's -- we're done, I think in 2012 we were done. We turned it over to our manager who's in Kurdistan and gave him all the inventory and that's kaput now I think.**

Q. When was it that you first met Sanford Sherman?
A. **1985, I believe when I was providing anesthesia, '85 or '86, I'm guessing, when I was providing anesthesia at Richmond Heights General Hospital.**
Q. Did there come a point in time where you and Mr. Sherman became friends?
A. **Yes.**
Q. Was that pretty close in time to '85, '86 or --
A. **I'm thinking, yes.**
Q. Let's see, were you married at that point?
A. **No, no.**
Q. Well, 28 years, so pretty quickly thereafter you were married?
A. **'88 or '87 we were married, yeah, two years later.**
Q. And Sanford Sherman was married in 1982, I believe.
A. **I don't know.**
Q. Not that you would know that.
A. **Yeah, yeah.**
Q. So pretty early on in your friendship

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you both were married and had families?
A. Correct.
Q. Do you, as you sit here today, consider yourself to be a friend of Sanford Sherman?
A. Yes.
Q. So for almost 30 years you've been friends?
A. Right. As I considered myself a friend of Aliza.
Q. In the context of your friendship with Mr. Sherman, did your families have occasion to socialize with one another?
A. Yes, we did, yes.
Q. And so in terms of your family going to their home, their family coming to your home, did that occur?
A. Yes, it did.
Q. Was that a fairly regular occurrence?
A. Not fairly regularly; on special occasions, yes.
Q. Holidays, birthdays?
A. I think we've been -- I've been to a couple of bar mitzvahs, bat mitzvahs, I've been to their house a couple of times. We'd gone out on dates, probably once a month for a while, and

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then it got cold after a while when I moved away or when I left Richmond and -- but we've stayed, stayed friends with them.
Q. And as I understand it, he was an eye surgeon?
A. Correct.
Q. Did you ever have occasion in your capacity as a CRNA to provide anesthesia services in conjunction with any medical procedure that Dr. Sherman would perform?
A. Oh, yes, many times.
Q. If we were to focus on, say, 2003 through 2013, that window, how frequently would you have occasion to have contact with Aliza Sherman?
A. I think I gave her anesthetic twice, she said would you please give, you know, you're the only one I trust. And so I think I gave her an anesthetic a couple times. We'd see them, we'd go out occasionally with them once in a while. And so yeah, I -- I don't know the exact dates and how often, it wasn't that often.
Q. Well, let's talk about the administration of the anesthesia. In what context would she request of you to provide her

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with anesthesia?
A. She needed -- she had a surgery scheduled and she asked me if I would provide the anesthesia.
Q. So that was in conjunction with a medical procedure --
A. Correct.
Q. -- that was being conducted, you would actually go to the hospital and provide those services?
A. Correct, yeah, where I had privileges, and that was at Hillcrest. Yeah.
Q. Do you recall the nature of those procedures?
A. Yes, but I'm not going to discuss those. HIPAA laws are very strict on that. Even though I'm not working there any more, I still honor them.
Q. I appreciate that, and I already have the information --
A. Okay.
Q. -- so I don't mean to put you in the position --
A. Okay.
Q. Not in the context of providing medical

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services, but in the context of your friendship with Sanford Sherman, did you ever know him to have any sort of medical issues that he was dealing with?
A. Did I ever? Yeah, he's -- he's complaining that his heart beats really fast, like -- almost like tachycardia. He's a big guy now, he's gained a lot of weight, as I have, too, but he's not in the best of health now and he hasn't been for a few years because of this divorce, it's been bad for -- it's bad for, obviously, for both of them.
Q. Did you ever know him to have any sort of issues with his back, any disk issues?
A. He may have, I'm really -- I don't pay much attention when somebody starts discussing their medical issues because, I don't know, I just don't -- I don't recall. I know my wife, but I don't -- I don't pay attention and retain a lot of this other stuff because I consider it, I don't want to slip up and --
Q. Sure.
A. -- discuss something with somebody someday, so I kind of let it -- I really don't remember when they start telling me things,

friends.
Q. Let me ask you this very specific question.
A. Okay.
Q. Do you recall Sanford Sherman ever suggesting to you or stating to you in any way that he was experiencing back pain or issues with his vertebrae?
A. He may have but I don't remember.
Q. Did you ever recall him making any similar statement concerning pain he was having in his hip?
MR. GREEN: Objection.
You can answer.
A. I don't know. I don't know.
Q. You don't recall him ever saying that?
A. I don't remember.
Q. Did you ever have any sort of business dealings with Dr. Sherman?
A. No, other than my employment with the hospital.
Q. So you were never investors --
A. No.
Q. -- in any sort of -- let me finish the question, sir. You were never investors in any

sort of venture between you two or with other people?
A. No.
Q. My understanding is that you have been one of Dr. Sherman's closer friends over the last few decades; is that consistent with your understanding?
A. I would say it's -- I don't know how you define "closer friends", I don't know his other friends.
Q. Are you a close friend of Sanford Sherman?
A. I think I am, yeah.
Q. Does the name Morris Dorfsman mean anything to you?
A. No.
Q. You've never heard that name before?
A. I may have but I don't remember it.
Q. What about Lindsey Rosen?
A. Don't recall that, either.
Q. Mary Scurec; do you know Mary to be Dr. Sherman's current girlfriend?
A. No, I don't know. I don't know anybody's name.
Q. Were you aware that Dr. Sherman has a

girlfriend currently?
A. I knew he had a friend. He'd said something about a gal in Florida, I believe.
Q. Has Dr. --
A. And I don't, I don't know her name, I don't know where she lives, I don't know her situation other than evidently she has some special needs children or something like that.
Q. Do you understand Dr. Sherman to be living with Ms. Scurec at this point?
A. No, I don't -- I didn't know anything about that.
Q. He's never told you they're living together?
A. I don't -- no.
Q. Do you know a gentleman named Larry Shanker?
A. I don't know unless -- you'd have to refresh me what he does for a living.
Q. Retired law enforcement officer, close friend of Sanford Sherman.
A. Larry Shanker, I don't believe so. I met one that was a Coco, and there was another, I don't remember his name, I'm really bad on names. But it wasn't Larry, it wasn't that name, I don't

remember that name.
Q. So Mr. Shanker, I'll represent to you, has testified that he was close friends with Sanford Sherman for approximately 22 years --
A. He may have been.
Q. -- ending around the point in time when Aliza filed for divorce. Would it surprise you to learn that Dr. Sherman was close friends with Larry for a couple of decades there and that you were unaware of his existence?
A. No, it wouldn't surprise me at all.
Q. Why is that?
MR. GREEN: Objection.
You can answer.
Q. If you know.
MR. GREEN: You can answer any time I object, just so you know, unless I tell you not to.
THE WITNESS: Okay.
A. I don't -- I don't know all of his other friends because I don't get into his personal life, personal friends.
Q. Well, you're his friend, though, is that --
A. Yes, and we're kind of a unique

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situation, he'll call me, I'll call him, we'll get together, but it's not a, like I know all of his friends and I know, you know...yeah, I don't know all of his friends.
Q. Do you know Ed Weiskopf?
A. I don't think so.
Q. What about Danny Heglaw?
A. Danny Heglaw, yes, I do.
Q. Tell me about Danny.
A. Danny's a, I think he's an East Cleveland police officer. I think he's a lieutenant; is that correct?
Q. I don't know, sir.
A. Yeah, Danny Heglaw is a nice guy, and I think his -- I -- and he was friends with Sandy.
Q. Was there ever an occasion where you and Danny and Dr. Sherman were together socializing?
A. I think, yes, yes.
Q. You and Dr. Sherman and Larry Shanker never socialized, the three of you together?
A. I don't think so.
Q. And the same for Ed Weiskopf?
A. I don't remember those names. I would remember them I'm thinking. I didn't associate with Danny, I mean, I think we'd only gone out a

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couple of times, it wasn't like a lot, but I knew Sandy liked him.
Q. When's the last time that you had any contact with Danny Heglaw?
A. I think it was at the Cleveland National Air Show when I saw him at a, just out of coincidence, at a tent where my niece was working, and we talked and he told me his daughter's going to nursing school and I said that's great, and that was it, basically, and that was the last time I had seen him. That was probably, I'm going to guess here, this is going to be a wild guess, maybe seven or -- seven years ago or eight years ago. Yeah.
Q. So to your knowledge you haven't had any contact with Mr. Heglaw for the last seven or eight years?
A. No, not since that time when we were talking in the tent.
Q. What about Jim Surso, James Surso?
A. Don't recall that name.
Q. I'll represent to you that Mr. Surso is a physician, that he worked in the Akron hospitals for a period of time and that he's been friends with Dr. Sherman for somewhere around 25

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to 30 years. You've never heard that name?
A. No. I may have but...
Q. You've never socialized with --
A. No, I don't think so.
Q. -- Jimmy Surso?
A. No. If I have socialized, if I'd been at the same places, these places with these guys I wouldn't recognize them. Now I'd probably recognize Danny.
Q. In the instances where you have socialized with Dr. Sherman, who else, to your knowledge, have you been around when you've been socializing? In other words, were there other friends of his who you've met or who you're aware of that are names that I haven't mentioned?
A. Oh. Guys that I've -- that were at his son's wedding, but other than that, just seeing people at the wedding that, some physicians that I've known.
Q. And so other than his son's wedding --
A. Yeah.
Q. -- the only individual who you're aware of who you've socialized jointly with Dr. Sherman with over the course of your friendship has been Danny Heglaw on maybe a couple of occasions?

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A. Yeah, and at -- I don't know -- I'm trying to think of where else. I don't remember any other places.
Q. So it's not like there's a group of guys --
A. No.
Q. -- that go out --
A. No. No, no, no.
Q. -- when you and Dr. Sherman go --
A. Oh, I've gone out with his cousin a couple of times Mor -- is it Morris or -- I can't remember him, it's been so long since I've seen him.
Q. Morris Dorfsman?
A. I don't think it's Morris Dorfsman. I don't remember his cousin's name, but they kind of fell out. But we had gone to baseball games and basketball games with him.
Q. So when you and Sanford go out, it's usually just the two of you?
A. Right, yeah, or it was the four of us.
Q. You indicated he had a falling out with his cousin, do you remember what that was over?
A. No, I do not, it was -- I do not remember, it was just...

Q. Do you remember it being over bizarre allegations made by his client, according to Sanford Sherman?
A. I don't know, I can't remember, I'm sorry.
Q. As of 2011, how would you characterize your friendship with Sanford Sherman?
A. Off and on.
Q. Why? Why off at points?
A. Well, they would just -- they would just argue and not get along and I -- I had told Sandy in confidence, I said, you know, you need to get a divorce, I said you guys don't get along, you're not happy and it's not fun going out with you guys. And I, you know, and I told -- I hadn't told Aliza that but my wife and she would talk, but...
Q. So there would be occasions where the two couples would go out?
A. Oh, yes, yes, we would go out, we'd go out to movies and to eat.
Q. And you would observe there being discord between the two?
A. Yeah, they were just not happy, they were not happy for years and years and years and

years.
Q. And that was something that was clearly known to anybody --
A. That was, I would think, yeah.
Q. Did you ever observe them argue over money?
A. No.
Q. Did Sanford Sherman ever communicate to you in any way, verbally or any other way, that money and spending habits were an issue in the marriage?
A. Yes.
Q. Share with me what you're aware of -- let me rephrase that. Share with me what he communicated to you in that regard over the course of your friendship.
A. He was disappointed that she was spending so much money on the credit cards, and he would tell me the amounts, and I went, that's just phenomenal, I just can't believe that. And I told him that's got to stop, I said you can't go on if that's true, you can't do that.
Q. And when he would express this to you, was he matter of fact about it, was he angry about the spending?

A. He was disappointed, you know, as I would be.
Q. So whenever he would communicate to you his frustrations over the money he would be calm?
A. I've never seen him angry. I've seen him upset, disappointed, but I've never seen him -- I've never seen him physical, and I've gotten mad at him and I've gotten in his face, and he's had many -- a couple instances where I told him what I thought and that he -- and, you know, really, he dealt with that so well and I was just amazed because I was pretty critical, I can't remember what I was critical about but I was in his face and I just was -- when -- and he just would not -- he didn't -- he didn't get too upset, he just...
Q. And you're referring to the credit card spending that he was talking about?
A. About, I don't know what it was, other times when he'd want to go somewhere to eat and I'd say, you know, we always do that, let's do something else, and it was -- I don't remember exactly why I'd get angry with him, but I do remember a couple of times, and I don't know why, that I just kind of confronted him and said that,

you know, this is bull, but --
Q. So there'd be occasions where you would become perhaps a little more vocal and --
A. A little more aggressive.
Q. -- and in response to that, he would still stay subdued and calm; is that your testimony?
A. I didn't see him -- I didn't see him get angry like I probably would have.
Q. Over the credit card spending?
A. No, over the way I was approaching him.
Q. Oh, I see. Okay, thank you.
A. Yeah, the credit card spending, it was a continual problem, he conveyed that to me whenever we went out -- not whenever, but on more than one occasion.
Q. Did he ever use foul language in referring to the spending habits or --
A. No. No. No.
Q. Did he ever discuss with you steps that he was going to take to ensure that Aliza would not continue to spend at the rate that she had been spending?
A. No, because I had suggested, you know, you got to get rid of all the credit cards, and I

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don't think -- I don't know what happened, I didn't -- I didn't discuss the personal things that they did.
Q. What would your wife discuss with Aliza, to your knowledge?
A. I don't think -- I don't know because we'd be walking in the mall or something and I'd be with Sandy and my wife would be with Aliza.
Q. Your wife has probably told you what they've talked about, though?
A. Yeah, they would just, you know, she would say one thing, Sandy would say another, and it was like he said/she said.
Q. Right.
A. And it was nothing more than -- I don't really recall what they would talk about because it wasn't -- it was just an unhappy marriage, bottom line. There were times when they would be getting along very well, there would be other times when they would just, you know, just not say much.
Q. What would your wife tell you that Aliza had told her when they would be out?
A. I don't recall, to be very honest with you, because I just, I let that go in one ear and

right out the other without even absorbing it.
Q. Well, do you recall that Aliza was expressing a version of events that was contradictory to what Sanford had told you?
A. I don't know if that was the case. I don't know if my wife got into it because my wife pretty much stays out of it, she's -- she'll listen but she really don't add a comment like I would.
Q. I'm going to represent to you that the divorce papers were filed in June of 2011. Do you recall becoming aware around that time that divorce papers had been filed?
A. I don't know when I became aware of it and I don't know who or how we contacted each other and discussed it.
Q. Do you remember having a conversation with Sanford wherein he expressed to you that divorce papers had been filed?
A. I think we had had that -- well, I think he would have been the one that would have told me because I don't think Aliza would have called me and told me.
Q. So tell me what you remember about your initial interactions with him in that regard.

A. I do not -- I do not know, I -- and then he said that he filed after she had filed, and I said, what's the purpose of that and I didn't understand his logic.
Q. Was he upset by the fact that she had filed?
A. I think he was disappointed, yeah, and surprised. I think he was surprised.
Q. Was he angry that she had filed?
A. I -- I don't know if you'd call it angry.
Q. Was he crying?
A. I don't know. I don't think he was.
Q. Were you, at any point in time in June or July of 2011, in the same room with Sanford?
A. I don't know. I'll be very honest with you, I don't know. That's a long time ago.
Q. Well, this would have been somebody at that point who you had known for 25 years.
A. Right.
Q. You had known the family for a long time, divorce had been filed, would you have expected that you would have carved some time out of your schedule to actually go and see him or to have a beer with him or to visit with him to make

sure he was okay or is that something that wouldn't have happened?
A. If he would have called me and said that he'd like to meet with me, then I would have done that, but not initiated it on my own, I would let that deal with itself, because I had been a proponent of that for years.
Q. So your recollection -- well, I don't want to put words in your mouth. Let me ask you this: Did you or did you not, in the summer of 2011, interact with Sanford Sherman on any significant level concerning the fact that divorce papers had been filed?
A. I don't know if it was 2011, I know I interacted with him trying to become a go-between between the two of them because I respected Aliza, she respected me and I figured, I asked -- I asked Sandy if he needed a place to stay he could stay at my house. I said -- and he said no, I'm going to stay at my own house, and I said that's going to be awful, that's not going to be good. And I also had given him the opportunity, and them both, to be a mediator, and so I acted in that capacity, I don't know what months it was or what the dates were, but I did try to mediate

between the two of them and be a voice of reason for both of them, and I told Aliza the same thing when we talked, that, you know, and she had always had respect for me and I had always had respect for her and I said, well, let's see if we can get this settled, I said, you know, instead of allowing all the attorneys to dwindle down the funds, why don't we just put it all out there and I'll be the mediator. And so I did that for, I don't know how long it was, but then I got kind of turned off by Aliza saying one thing and doing another thing, and she had never done that to me before, so I was very disappointed with Aliza.

Q. What's your best estimate as to the window of time during which you acted as a go-between or a mediator?

A. I don't know. I do not have -- I don't know whether it was 2011, I don't know.

Q. Was it one week, one month, one year?

A. No, I think it was more like over the course of two or three weeks.

Q. And you don't remember whether that was in 2011 or --

A. No, I don't remember, I don't remember when it was.

Q. Let me finish the question for her sake.

A. No, I'm sorry.

Q. You don't recall if that was the second half of 2011, 2012 or the first few months of 2013?

A. I think it could have been 2011. She died in 2012?

Q. No, sir, March of 2013.

A. Well, then it was 2012, I think, yeah, 2012, not 2013. I think it was 2012.

Q. And other than that one window of time, you never again engaged with them to try to get it settled?

A. No.

Q. It was basically that one window of time --

A. That one window of time where I, yeah, where I volunteered.

Q. Now when you say that you were attempting to serve as a mediator or a go-between, was that to actually assist them in coming to an arrangement in terms of the financial aspects of the divorce?

A. Yes, the finances were the -- were the factors. She felt that he had money hidden away

somewhere.

Q. Who was it that initially broached the idea of you serving in that capacity?

A. I -- I volunteered talking on the phone with Sandy, Sandy Sherman.

Q. So he did not bring it up?

A. No, no, no, I brought it up, and he goes well, no, that's not a good idea. I said well, you know, I said, I'm there, I'm just trying to help, you can stay at my place, I can talk to Aliza, she respects me, I respect her, you two don't respect each other, so why don't we get me involved.

Q. And so what did you do in order to ensure that you had a sufficient knowledge base prior to engaging with each of them in terms of trying to reach resolution of the financial terms of the marriage?

A. Sanford provided me with information about accounts that he knew and all his finances, that's what he told me, and I told her I've got that statement, I've given it back to him. And he gave that to me and I -- and I told her, we discussed it on the phone, we texted, we were going to meet, she was going to meet with me a

couple of times and she always postponed the meeting and delay and delay and postpone, and then we -- and then I just said to Sandy, I said, this isn't going to work out, she's just not being up front with me and I said I've never seen her like that, so I think we've got a serious problem if she's -- when she's doing that to me when indeed I cared -- I think I've really cared more about Aliza because I knew Sandy could take care of himself, but I really respected Aliza a great deal.

Q. Now at this time they both had lawyers, correct?

A. Yeah. Yes.

Q. So if I understand this process, you raised with Dr. Sherman the concept of you doing this, he eventually agrees to that and in furtherance of that process he shares with you a document or documents that he tells you represents the financial holdings as far as he knows of them.

A. And he also said that he had sent that to the Stafford firm and they had that information as well, it was the same documents he told me.

Q. You no longer, personally, are in possession of any copy of that --
A. No. No.
Q. Let me finish the question -- of that document, whether it be in hard copy or electronic form?
A. No. And I didn't make any copies.
Q. When did you return that to Sanford Sherman?
A. I don't remember, but it was right after I'd given up on being the go-between.
Q. So what did you do in order to confirm that the content of the documents or documents that Sanford Sherman provided you with setting forth the scope of the accounts and holdings was, in fact, accurate?
A. I didn't do anything.
Q. You took him at his word for that?
A. Correct. Yeah.
Q. And at that point you reached out, once you were provided with that information, to Aliza Sherman, and tell me what you told her during that first interaction concerning your effort to act as a mediator or go-between.
A. It would be hard to remember what I

said, I'll just wing it. I probably said, Aliza, Sandy's given me the documents that he says that -- all of his financial holdings and she immediately goes, he's lying, he's got more money hidden somewhere. I said well, then, Aliza, where is it? I said find it, and if you do -- I hope you find it, if it does exist, I hope you find it, I said, but this is what he's provided, he told me this was provided to your lawyers, and this is the same documents that he's given me, and he's willing to split half and half with you, and I said if you continue going on with this, and I was very aware of the Staffords, their history, the fact that they had been -- had issues with the State on character issues, and they had been sanctioned, I believe, and were being sanctioned at the time, and I had talked to friends of mine at Hillcrest Hospital who immediately heard the name Stafford and they just said they are the biggest rip-off guys in the world. And so I told Aliza that, I said, I'm not -- I don't know anything about these lawyers, I don't deal with lawyers, I said, but they don't have a really good name. Oh, yes, they have good results, though, and I said, but they have a

good -- they have a good record for filing and making motions and filing motions and causing more money to be generated for their firm, and I said that doesn't sound like a character that I would want as an attorney representing me, and I said -- I said, that's a major problem and I'm concerned that these guys are ripping you off. Well, I only want to get what's rightfully mine. And I said I agree with you 100 percent, but do you want to have attorneys that have that type of a reputation representing you that have been sanctioned, and that I have heard from other sources are just, just draining people. And I said, filing and re-filing same motions over and over and over again, I said, is not something -- and then where they -- I don't know if they were lying or they misstated their -- their -- I'd read the article about them in the paper, and I said, you know, they're sanctioned, I don't think you can trust them. And I don't know anything about attorneys, but I would not want somebody that's trying to get as much money from me or my estate. And I said, the more that you deal with attorneys -- can't you just do an arbiter? Can't you just go to somebody and, like myself, a

professional, you know, that'll settle all this and where you don't have to file motion this and that and hire attorneys and pay all this money? Because that money's leaving your family. All I want is money for my children and myself. And I said well, then, in that case you should want to settle this and get half of everything that he declares. Well, he's lying, he's hiding money and I'm going to take everything I can from him, I'll take every last cent. And I said Aliza, would you stop, I do not want to hear this, I would tell Sandy the same thing if he told me that. And she goes, the only thing that he cares about is money and that's the one thing that I want to take from him. And I said, oh, my gosh, and that's when I said, well then I guess we're done, I said Aliza, I've never known you like this, I said, I guess this is what divorce causes, huh? And so I was very disappointed with Aliza.
Q. That was during the initial discussion?
A. That was toward the end.
Q. Toward the end.
A. Yeah, I'm just paraphrasing the whole two, three weeks.

Q. I appreciate that. Then let me back up and ask you a few pointed questions based on that.
A. Okay.
Q. So you talked to Dr. Sherman, he provided you with the documentation. You take him at his word as to the completeness and accuracy of those figures. You reach out to Aliza, you say, listen, I'd like to get together --
A. Right.
Q. -- work this out, what was her initial -- how would you characterize her initial view and reaction to the idea of you serving as a mediator to try to resolve this?
A. She had thought that it was fine because she trusted me.
Q. And so then you get together in person the first time?
A. We did not get together; each time we were going to meet, something would come up.
Q. So you spoke on the phone the first time?
A. And texted and we called and talked on the phone several times.

Q. So you never met in person with her --
A. No.
Q. -- to discuss the resolution?
A. No.
Q. By the way, when she indicated to you that Sanford was not being forthcoming with the full nature of his assets, did you ever go back to Dr. Sherman and say, listen, she said this isn't everything, is this everything?
A. You know what? I may have said that but I -- a lot of the times when Aliza told me something I would not pass it on to Sandy, because she told me that in confidence as a friend and I, a lot of times, would just -- I would hold back some of the stuff that she had said because some of it was pretty pointed and it would have just caused more strife, so I didn't want to cause more strife, I wanted to mediate. And so I -- I -- I would go back to him and say she thinks there's more money somewhere.
Q. And how did he react when you said that?
A. And he goes, I can't believe it, that's it, find it, I'd love to have more money somewhere but I don't. And I said well that's what I told her, Sandy, and I said but she

doesn't believe you and she's not believing anything that you're going to produce.
Q. Was there ever any sort of proposed agreement that was reached or submitted or formulated the terms of a proposed resolution?
A. It was in the documents he had -- he had -- he had written or typed in saying that this'll be -- we'll split everything half and half, all these accounts, and this money would be for such-and-such, and there were details of who would get some money for the kids with -- certain things would go to the kids and it was -- it was -- I didn't want to get too much into it to know exact details and exact numbers, because it was not really my concern, I was -- I was working that they were working on -- both on good faith.
Q. So a couple of questions. Number one, did you ever read the proposed settlement agreement that was being proposed?
A. I read it, yes.
Q. Number two, did you ever review the list of accounts that he gave you?
A. I didn't -- I re -- "review it" meaning what?
Q. Meaning read it.

A. I read it.
Q. What was your understanding at the time as to who had prepared the proposed settlement agreement?
A. I don't know if his attorney had or he had, and I think he had said -- I think he had said that that was the same agreement that was sent to her attorneys.
Q. Given that she was represented by an attorney at that point in time, I'm curious as to why this back channel, back-channeling was utilized rather than having somebody contact her attorney with the proposed agreement.
MR. GREEN: Objection.
A. Yeah, I think that -- I think Sandy had told me that they had tried and tried to settle, but that her attorneys did not want to settle, they wanted to drag this out, and the longer they drag it out, the more fees they make for their company, and it sounded reasonable, it sounded like what their history was.
Q. So the understanding is that if this back-channeling could accomplish a deal outside the knowledge of her attorneys, it would be a better result for Sanford?

MR. GREEN: Objection.
A. **No, I think it would be a better result for both of them.**
Q. So it would be a better result for Sanford?
MR. GREEN: Objection.
A. **Well, I'd say both.**
Q. Understood.
A. **Yeah.**
Q. Are you aware that it's a violation of the Ohio Rules of Professional Conduct for an attorney to cause contact with a represented party concerning pending disputes?
MR. GREEN: Objection.
A. **Explain that to me, please.**
Q. Sure. Are you aware that there are rules in Ohio that govern the conduct of attorneys?
A. **Oh, yes.**
Q. And do you personally know, and I know you're not a lawyer, but do you personally know or understand that for an attorney to cause contact to be had with a represented person, somebody who has their own lawyer, as it relates to a pending dispute that that's a violation of

those rules?
MR. GREEN: Objection.
A. **No, I don't know anything about that. And I don't think the lawyers had anything to do with this.**
Q. Well, you indicated earlier you didn't know who prepared the document, correct?
A. **Yeah, yeah, no, I didn't know.**
Q. So you don't know that one way or another?
A. **No, no, I do not.**
Q. Did Sanford ever conduct himself in any way relative to these brief settlement efforts in a way that disappointed you?
MR. GREEN: Objection.
A. **Just talking about this mediation portion?**
Q. Yes.
A. **No. No. He was pretty forthright, I thought he was pretty upfront.**
Q. Did there ever come a point in time at any point following the filing of the divorce where Sanford conducted himself in a way that disappointed you?
MR. GREEN: Objection.

A. **Yes.**
Q. Share that with me.
A. **When he stayed living in the house, and he put up with the cats peeing and pooping and whatever they did in the house, and I'd go over, I'd see his house, and it was just disgusting, so, yes, I said get the heck out of there, it's like the War of the Roses, the movie, I said you two are living under the same house, you despise each other at this point, both of you, obviously, mistrust, don't care about each other, yet you're both living under the same house, I said you get out of there, come live with me. It's not a healthy environment for anyone.**
Q. Do you recall if on the list of accounts that he gave to you that there were accounts at Merrill Lynch that were listed?
A. **I do not remember, to be very honest with you. I don't even remember the banks that they had the accounts because my -- my long-term and my short-term memory is really bad, and that's good because I don't even remember the amounts.**
Q. Well, let's talk about that then since you raised it. When you say that you have a bad

memory, sometimes people say that --
A. **No, yeah.**
Q. -- and they mean it, sometimes they say it and they're just -- it's tongue-in-cheek a little bit. So have you ever been diagnosed with any sort of memory issue?
A. **No.**
Q. Okay.
A. **But I have trouble with names and dates and sometimes I -- I remember the faces, sometimes I don't even remember their faces.**
Q. Did you and Dr. Sherman ever discuss a forensic accounting that was in the possession of Aliza and her lawyers during the course of the divorce action?
A. **What is a forensic accounting?**
Q. It's when somebody with accounting experience undertakes a careful examination of accounts in order to confirm and check balances and the flow of money between accounts.
A. **And who does that? Is it a person that -- her attorney or his attorney?**
Q. Well, let me ask you this --
A. **I'm not familiar with any of that, no, I don't.**

Q. And so my question to you originally was, did you ever discuss with Dr. Sherman a forensic accounting --
A. No.
Q. -- having been completed --
A. No.
Q. -- by anyone?
A. No. I don't know, because that's not anything that I've ever heard of, I don't think. Sounds reasonable, though.
Q. How frequently would you have contact with Dr. Sherman during the course of the 21-month divorce action?
A. Not very frequently. Not very frequently.
Q. So, for instance, again, the actions were filed in June of 2011, so throughout the second half of 2011 and throughout 2012, how many times in a given week or month, you pick the interval, would you speak by telephone with Dr. Sherman?
A. Maybe once every two or three months or...
Q. Once every two or three months?
A. Yeah, or less, or less.

Q. And how many times a month, or you choose the interval, during that period of time would you have an in-person contact with Dr. Sherman?
A. I can't recall. Not during that period. I had more of a contact after she died.
Q. So prior to her death but during the divorce it was not a situation where you had contact with him in person weekly or monthly?
A. No. No. No.
Q. Would you and he text message or email --
A. No, we didn't.
Q. -- during that period of time?
A. I'm sorry, I didn't wait. We didn't email. If we did text, it was very infrequently.
Q. What do you mean by "infrequently"?
A. I don't know. Once in a while, I don't re -- I don't -- I don't know how much texting --
Q. Not daily?
A. No.
Q. Not weekly?
A. No.
Q. Not monthly?
A. No. I don't think.

Q. Maybe quarterly?
A. Maybe, I don't know. Not much.
Q. And other than that one, two or three-week period where you were trying to engage with Aliza on settlement, you never again tried to facilitate a resolution in the role of a go-between or a mediator?
A. No, I threw the towel in on that.
Q. During the January, February, March 2013 range -- and by way of reminder, Aliza died on March 24th of 2013 -- how often were you having contact with Sanford Sherman?
A. I don't know how often, but he would tell me that the -- finally the divorce is looking like it's going -- it's going to end and he was getting very happy because the lawyers would not be making all the money. And I said that, I verified that as well, I agreed. And he was -- he was -- he was -- he was happy that it was coming to a court date.
Q. So with the trial set to commence on March 26 of 2013, your testimony is that in the months leading up to that Sanford was happy that the trial was coming up because it would end the matter?

A. Yes. Yes, very much so.
Q. And how was it that he expressed this happiness to you? Was it text message, over the phone, in person?
A. I think it was talking on the phone, if we had gotten together it would have been very rare, but it would have been -- he was just -- he was glad that it was coming to an end.
Q. Did you have any contact with Aliza Sherman we'll say during the year 2013?
A. I don't think I had, unless -- I don't think I had.
Q. Had there ever been an indication that you would be a witness in the divorce trial?
A. I don't know. If they'd called me I would have testified for either side.
Q. Did anyone, whether it's the lawyer or Aliza or Sanford, did any of them ever indicate to you that there was a chance that you would be called?
A. I don't think so. I don't think that they had said. I thought possibly, on my own, but I don't think he had told me. He hadn't prepped me or said, you know, will you testify and I don't think he had asked me.

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Q. When was the last time you saw Aliza alive?
A. I don't know. I really don't know. That kind of bums me out, because I don't have a good recollection of that as well. And, yeah, I don't remember that, it makes me -- it makes me sad, because I really liked Aliza and I -- I just don't remember the last time I saw her, because I didn't see her during that period because I'd set up a date and she'd -- something would come up.
Q. Well, wait a minute, that was -- you said that was a year earlier.
A. Yeah, that was the year before, I think that was 2012. Yeah, but I don't think we talked, because I had thrown in the towel.
Q. Did you ever try to make contact with Aliza Sherman in 2013?
A. I don't think I had. If I had, it would surprise me.
Q. So you never called her or text or anything like that?
A. No, no, I don't think I did. If I did, I don't recall.
Q. How did you learn of her passing?
A. Sandy called me that night that he said

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the police were just there.
Q. What did he say to you on the phone?
A. The part that I think he told me that she was shot downtown, and I said are you kidding me? What do you mean she was shot? He goes, well, she was shot. And I said by whom? Well, they don't know. And I said what is going on? He said the police just left, I told them everything that I could tell them, but then I -- and they left. And I said, you are kidding me? And I said Aliza is gone? And I told my wife and she didn't believe it. And it was just -- it was just shocking, it was shocking to me. And then I found out that she wasn't shot, that she was stabbed and I thought even -- I got more upset, and I thought a loving, wonderful woman like that, no one ever deserves to die like that.
Q. What else did he say during the initial phone call when he first informed you of her passing?
A. I said where the hell -- I think I had said where were you, and I don't know, he said I wasn't -- I wasn't there, I wasn't involved. He said, I can't believe it myself. He goes, now this is terrible, this is the worst thing in the

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world, because, he said, we were just about to get this divorce settled.
Q. Settled?
A. Well, that's what he'd -- settled or finished or be done with, and I thought I know, you were looking forward to this, I said, what's going on here? He goes, just another way of something screwing me over.
Q. Was he crying?
A. I don't know if he was. He was very upset on the phone, I don't think he was crying.
Q. You indicated there was some discussion as to where he was.
A. Yeah, I had -- I had -- I think I had asked him or I think I had said, well, what's going on here? And he had -- he had told me in -- and I'm paraphrasing because I don't remember exactly, that he was not, he says that, you know, I wasn't anywhere near downtown, he said, so...I go, well, then, geez, I said this is sad.
Q. Why would that come up as to where --
A. Because I had asked him.
Q. You asked him what?
A. I said, well where were you?

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Q. Right.
A. I said, you know, because I'm -- you know, I'm concerned.
Q. About what? What do you mean?
A. Because I said to him, I said, you know you're going to be the number one suspect. He goes, what do you mean? I said, well think about it, I said, you know, it's just common sense, you are going to be the number one suspect. He goes, I didn't do a thing, I did nothing, I didn't have anything to do with this, this is -- this is terrible, this is one of the worst things that could happen. And I said I agree. I said not only does your children lose their mother, but this is going to put suspicion on you.
Q. Where did he say he was?
MR. GREEN: Objection.
A. I can't remember. I can't remember, to be real honest with you, I really can't.
Q. Did you ask him that?
MR. GREEN: Objection.
A. Where he was?
Q. Yes.
A. I think I had, I said, you know, and I can't remember what he told me but he wasn't --

he wasn't around downtown, he wasn't there.
Q. Coming back to the issue of settlement. I want to make sure I understood your earlier testimony. You indicated that he said we were about to get this settled?
A. Yeah, I heard --
Q. Is that your testimony?
A. Well, and that's paraphrasing --
Q. Okay.
A. -- because I do not know his exact terms, his exact words.
Q. Did he ask you to come over to the house?
A. I had said to him, hey, listen, why don't I come over, this is a bad time, let me come over, let Cheryl and I come over, and he says, please, please do.
Q. And you went over?
A. Yeah, we did go over. We didn't go over that night but we went over in the next few days.
And I had met some reporters at the front door and I had explained to them, I said, you know, this is a serious, sad situation, I said, I don't think Sandy Sherman is ready to talk with anybody. And I took him to the

funeral, too. He drove, he and his son and his wife rode in my car to the funeral home and then the cemetery.
Q. Did you have any knowledge of the existence of an account or more than one account at Merrill Lynch that Aliza -- hold on -- that Aliza or Sanford held?
A. If I did, I don't recall, because it's one of those things that I don't even remember where the accounts were or the amounts at this point.
Q. Did he ever talk to you about a Merrill Lynch account?
A. He may have but I don't remember.
Q. Did he ever talk to you about a power of attorney that he held --
A. No.
Q. -- for Aliza?
A. No.
Q. If I were to represent to you that there is a purported power of attorney that exists where Sanford could act under certain circumstances as a power of attorney for Aliza during the course of their marriage --
MR. GREEN: Objection.

Q. -- would that come as news to you?
A. Yeah, I don't -- we never discussed stuff like that, so, yeah, that would be a surprise to me, I don't know.
Q. Have you read the complaint that my office filed in this lawsuit concerning the Merrill Lynch account?
A. No, I have not. I haven't read the complaint at all.
Q. Have you read any news reports concerning the allegations in the lawsuit that brings us here today?
A. No, I haven't, because I haven't -- there hasn't been any in-depth reporting of lawsuits or anything like that.
Q. Have you been following the media on this situation?
A. Whenever the media has something that's interesting that -- the video is the only thing that I've followed and I haven't seen anything that shows me any results that are either pro or, you know, for or against.
Q. What's your understanding of the allegations in this lawsuit?
A. I don't really understand what's going

on. I was going to ask that.
Q. You have no idea?
A. No, I really don't.
Q. So when you discussed the fact that you were going to be deposed with Sanford today --
A. Yeah.
Q. -- that wasn't something that was discussed?
A. No, no, no, no.
MR. GREEN: Objection.
Q. Has there been any point in time since May of 2014 when we filed this lawsuit that you have discussed with Sanford Sherman the nature or the allegations contained in the lawsuit?
A. No.
Q. So your testimony is you have absolutely no idea why you're here to be deposed today?
A. I have no idea, other than it's Jennifer Sherman on the subpoena for the estate of Aliza Sherman against Sanford Sherman, yeah, and I really have no details on any of the facts and we haven't discussed it.
Q. So you've never looked up online a copy of the complaint?
A. No, I have not.

Q. Your wife's never looked it up and shared with you what she saw?
A. She wouldn't do it. I don't -- no, she has never talked about it, she wouldn't do that, and I wouldn't do it either, I'm not that interested in it.
Q. Do you have any knowledge concerning any bank that Sanford Sherman ever utilized?
A. I may have from the documents he provided, but I don't remember the banks.
Q. From your friendship with him over the last 30 years, have you ever known of any particular bank that he has utilized?
A. No.
Q. What about any investment firm?
A. No.
Q. What is your understanding of real property, meaning real estate that he has owned?
A. The Penshurst home, and then I think his mother's place down in Florida. I think that's the only places that he has. Oh, and then he's renting, or I don't know if he's buying or renting where he's living now. I've gone over there, picked him up once or twice over by the mall, the Beachwood Mall, near that area where

the apartment is, but it's been a while, it was probably last year, it was last year, in fact, because I haven't seen him since last year sometime. We used to do -- go walks, walking in the park and trying to get in shape and, you know, trying to relieve his anxieties about everybody picking on him and the whole world coming down on him. I said, well, you just got to keep a stiff upper lip and...
Q. Did you ever have occasion to walk with him or exercise with him in any way on a beach?
A. No. No, I've never been on a --
Q. Mentor Headlands, have you ever been on that beach with him?
A. Oh, I take that back, yes, I have. You have refreshed my memory.
Q. Okay.
A. We've been out to Mentor Headlands once or twice walking on that beach, yes, because he liked that.
Q. When did those walks take place?
A. I don't recall. I would think -- I would think, if I were to guess, that would be in the same timeframe of last summer.
Q. Meaning 2014?

A. Correct, yeah. Yeah. Yeah.
Q. And I think you indicated earlier the last time you had contact with him --
A. Yeah.
Q. -- or saw him was last summer?
A. Yeah, and that's probably the last time I saw him, yeah.
Q. So tell me -- well, first of all, was it once or twice that you went for a walk on the beach?
A. I don't remember if it was once or twice; it may have been twice. I had forgotten all about that.
Q. I'm glad I brought it up then.
A. Yeah. We usually go to the duck pond which is close to my house.
Q. Tell me when you walked on the beach at Mentor Headlands what you two talked about.
A. I don't remember. Probably the same stuff that we always talked about, trying to cheer him up, give him a voice of reason.
Q. When you say you walked on the beach in the summer, what do you mean by "summer", like what months would it range?
A. I don't know. I don't know. If I --

because I thought -- was it this last year? Yeah, yeah, it was. Was it this last year or was it the year before? I can't recall now whether it was '13 or -- I think it was April -- it was April, May, June, July of 2014, I'm guessing, don't hold me to that because it could have been the year...
Q. Aliza was murdered March 24th of 2013.
A. Yeah, it was after, after the homicide.
Q. So you recall April of a certain year that you walked on the --
A. Probably April of '14, I'm thinking.
Q. So about 13 months after --
A. Yeah.
Q. -- the murder?
A. Yeah.
Q. And you have no recollection as to what you talked about?
A. No, because we pretty much talk about the same thing every time.
Q. Well, what would that be?
A. That would be how he's doing and he's -- his health is failing, and he's got heart issues and he's got problems, and he's having trouble sleeping, and he's eating too much, he needs to

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exercise more, and he hopes that the police find whoever hit -- killed his wife, basically. And we didn't discuss anything really different than that each time.
Q. Was that the first time that you and Sanford had ever gone to that particular beach?
A. I think. I think it is, because it's kind of far out and I've only been there once or twice before.
Q. You indicated that you and he would go on walks at the duck pond; which duck pond are you referring to?
A. That's in North Chagrin, part of the Emerald -- it's on 91, off 91, that -- in Willoughby Hills, I believe, Willoughby Hills, yes.
Q. Have you ever traveled with Sanford Sherman anywhere?
A. We had been to New Jersey. We had flown out to -- with his brother-in-law, oh, Aliza's brother.
Q. Harry, Ed?
A. Harry, Harry. Thank you. Harry, we had met him, my good friend was in New Jersey, we all met, and then we went over, and we met in I think

it was -- I flew into Philadelphia and we went over to a casino for a weekend, I believe, and that was the only time I really traveled with Sandy.
Q. Roughly how long ago was that travel?
A. Oh, I don't know. That's a long time ago.
Q. More than ten years?
A. I would say, yeah. I don't know, I don't know. It was one time, it was quite a while ago.
Q. Did you ever have any contact with Dr. Sherman when you were in Florida in person?
A. No.
Q. You've never been to his condo down there?
A. No. No, he invited me, but I had to go see my daughter in Fort Lauderdale and it was her birthday, and I didn't want to spend any time with Sandy when it was my daughter's special occasion, my baby.
Q. When you were in New Jersey, did you have occasion to observe Dr. Sherman socializing with a woman who lived on Long Island?
A. No. No, I didn't.

Q. Let me be direct about the question. In the course of your three-decade friendship with Dr. Sherman, have you ever had occasion to observe him socializing with a female other than his wife?
A. No.
Q. Has he ever confided in you or told you that he has had a relationship with a woman not his wife?
A. No. No.
Q. And that would be -- that would come as a surprise to you --
A. Yes.
Q. -- if there were evidence of that?
MR. GREEN: Objection.
A. Yes, it would. Yeah.
Q. You'd be disappointed in him?
MR. GREEN: Objection.
A. Oh, I would -- definitely, I would be disappointed with any of my friends that are married. Yeah.
Q. Did Dr. Sherman ever suggest to you at any point during the course of the 21-month divorce proceedings that he had a concern that if Aliza were to prevail in terms of the division of

assets that he would conceivably be forced to try to work in some fashion?
A. I don't think so.
Q. Does that mean you don't recall or that it's possible?
A. I don't -- I don't re -- I don't recall that, but I don't -- I don't recall hearing that.
Q. Who was it, from your understanding as a long-term friend of the family, that dealt with family finances in the Sherman household?
A. I don't know, to be very honest with you, because they both had -- according to Sandy, they both had influences. She would provide her brother, her mother with funds which were a little -- and then he would give Harry a great deal of money to help Harry out of the little problems that Harry would get into. That's at least what Sandy conveyed to me, but I think she had access to the funds and so did he. But I don't know, to be very honest with you, because I don't ask people who was in charge of the finances. Like my wife and I, we share everything and she knows everything, where everything is.
Q. Was money something that was important

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to Sanford in your understanding?
A. Yes. Yeah. But he was very generous, he was one of the most generous guys I've ever known.
Q. And so what was it that led you to conclude that money was important to him based on your experiences with him?
A. Just a sense, a feeling that it was important, as it is to me, as it is to you, as it is to a lot of us. Is it the most important thing? No. But is it important to exist, to have enough money to exist? Yes. So it's a survival.
Q. In terms of the lifestyle that Sanford lived, did you understand him to value access to money so that he could continue to live his lifestyle?
A. Yes. Yes.
Q. Did he carry with him large amounts of cash?
A. I don't know.
Q. When you and he would socialize, do you recall whether he would pay with credit cards, with cash; what was his tendency?
A. I don't know because we'd -- we'd --

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we'd swap, when we'd socialize, I'd pay one time, they'd pay one time, they paid two times, I paid one time. And then I'd say to them before we start, I'd say I'm paying, I'm picking up the bill tonight so he wouldn't try and pick it up, and -- but they were always very generous, both of them, with presents to our children and...
Q. Did you ever know Sanford to frequent gentlemen's clubs?
A. I've been to clubs with Sanford.
Q. And by no means do I want to get you in trouble on the record with your wife, but I have to ask you some questions about this.
A. Okay.
Q. So I'm going to pose my questions in terms of what you know about Sanford.
If you were to estimate, on how many occasions do you have personal knowledge that Sanford Sherman attended a gentlemen's club?
MR. GREEN: Objection.
A. I don't know.
Q. More than ten times?
MR. GREEN: Objection.
A. I don't know. I would say, yeah.
Q. And who did you understand him, in terms

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of his male friends, to go to those places with?
MR. GREEN: Objection.
A. I didn't follow, I didn't follow what, how often he went or who he went with. Yeah. We'd gone there, my wife knows so you're not going to get me in trouble because I don't -- I tell everything to my wife, but there were times when we weren't married that we went.
Q. So let me ask you this: Did you ever have occasion to observe Sanford Sherman at a gentlemen's club interacting with a dancer where you understood or learned that he had some level of familiarity with that particular dancer?
MR. GREEN: Objection.
A. No. No, no, no.
Q. Did you ever observe him have a lap dance?
MR. GREEN: Objection.
A. No. He may have, but -- I may have, but I don't recall -- oh, now I recall one that I did. A girl that was in the Army Reserves with me, and she says, oh, Captain Greene, I was a captain at the time, I'm going, oh, my, this is sad, you're young enough to be my -- I don't have a daughter, but you could easily be a daughter.

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Q. You never traveled to New York with Sanford?
A. I don't think so, no.
Q. You've never traveled out of the country with him?
A. No.
Q. Are you aware of whether he has traveled out of the country in the last three years?
A. No, I don't know.
MR. WINTER: Let's take three minutes or so both for my sake and Michelle's sake.
(A recess was taken.)
BY MR. WINTER:
Q. Sir, I just want to get down some information concerning phone numbers and emails and stuff like that.
A. Okay.
Q. So first of all, you have a cell phone, correct?
A. Correct.
Q. For how long have you had that current phone number?
A. I don't know how long I've had it.
Q. Years?
A. Quite a while. Yeah.

Q. At least for the last three years?
A. Yes, at least for the last, yeah, three or four or five or more.
Q. What's that phone number?
A. 440-567-6450.
Q. Who is your service provider for that?
A. Verizon.
Q. Has Verizon been your service provider for that for a number of years?
A. That, I don't know. My brains, my wife, would know that, I don't pay attention to that.
Q. To your knowledge is there any other service provider who has provided cell phone service for you within the last five years?
A. I don't know. If there have been, it might have been, I don't know, for five years, I think it's probably been Verizon, I'm guessing.
Q. During the last five years have you utilized any other cell phone?
A. Just my wife's, but that was just when I couldn't find mine or I needed to call mine, or to answer hers.
Q. What is your wife's cell phone number?
A. 440-567-6444.
Q. To your knowledge is she on Verizon as

well?
A. Yes.
Q. In addition to that, those cell phones, do you have a home phone?
A. We do.
Q. What is that number?
A. 440-975-9227.
Q. Other than your wife's and your home phone and your personal cell phone, have you utilized any phone within the last five years, not a pay phone, but any other, either a work phone, an office phone or a cell phone?
A. Oh, absolutely, I've used work phones from the Hillcrest Hospital and -- I'm trying to think, any other phones. My daughter's, but I don't even think I've used my daughter's.
Q. Have you used a disposable phone?
A. No. Oh, maybe I used a disposable phone in Afghanistan -- Kurdistan, Afghanistan to call my business associates. Now that would be --
Q. I'm talking about stateside.
A. No. No, no, no, no, I haven't used any other phones.
Q. You know what, when I use the term burner, burner phone, do you know what that is?

A. No.
Q. So you don't know what a burner is?
A. No. Is it like a -- burning a CD?
Q. It's a disposable cell phone that you can purchase with pre-loaded time or minutes on it, and then when it's done you throw it away.
A. No, I've never even heard of that. Why would you throw it away?
Q. Depends on the person using it.
A. Oh, okay, yeah. Yeah.
Q. All right. So emails, share with me any email addresses that you have utilized at any point over the last five years.
A. My email.
Q. What is that?
A. greenemac, G-R-E-E-N-E-M-A-C, @oh.rr.com, Ohio Road Runner.
Q. Any others?
A. And, the last, I may have used steve-blackops@oh.rr.com, S-T-E-V-E dash --
Q. Is it the underscore?
A. No, no, it's the hyphen.
Q. Hyphen?
A. Hyphen. And blackops, B-L-A-C-K-O-P-S, @oh.rr.com, that's the other account that I have,

but I haven't used that probably since 2011 or '12 when I was following my accounts. That's the only one that I would -- I haven't even -- I haven't looked at that in years, but I just changed the password on it to where I remember it now, because I had forgotten it, because I had just changed my password because somebody had access to my account and was sending out emails to my cousin, sending out emails all over, somebody was using my account, so I called Time Warner, who is our provider, internet provider and I changed my -- recently changed my password to a more secure one, hopefully.
Q. Any other email addresses you've utilized at any point in the last five years?
A. Yeah, I've utilized my Cleveland Clinic account, but you know what, I wonder if I still remember that. And I may have it in my brains but then again I may not. And my brains are my notes on my cell phone under passwords. I think I may have deleted all my Cleveland Clinic information, although...
Q. So we can obviously get your email address from the Clinic --
A. Oh, yeah.

Q. -- if we need to.
A. Okay, yeah. Yeah.
Q. Other than the Clinic and the two other email addresses you gave us, have you utilized any other email addresses in the last five years?
A. I don't think so. Oh, my military, my military, but I haven't used that in a long, long time.
Q. Did you have any contact with the dark web or the deep web during the course of your military service?
A. What is the dark web and the deep web?
Q. Those terms you've never heard before or you're not familiar with those terms?
A. No. I don't know what that is. So I don't know if I've had contact with it.
Q. Okay, fair enough. Any other emails you've utilized?
A. No. I did have one with the military but I -- I kind of haven't used that in such a long, long time, I kind of delete it off, I've only had this phone for maybe six months. The other phone I -- but I forgot my military one, I don't even have it written down. But I didn't use that to anybody else other than the military.

Q. Understood.
A. Yeah.
Q. When did you get that new phone that you just had in your hand?
A. I think -- I can't remember exactly when I got it.
Q. Was it around November?
A. I can't remember.
Q. Was it around the time I sent you the subpoena the first time for your deposition?
A. I don't know. May have been, I don't know. This is a nice phone, though.
Q. Where's the old phone?
A. We have it, I have it. I still have it, yeah.
Q. I'm going to ask you to hold onto that.
A. Yeah.
Q. Do you agree to hold onto it?
A. Oh, sure. Yeah, I won't -- I'm a hoarder, I'll keep everything. Unless it's not mine.
Q. So other than that old cell phone that you have at home that you're going to keep and that one that you've got in your hand now --
A. Yeah.

Q. -- have you used any cell phone devices in the last five years as the cell phone that you would carry every day?
A. No.
Q. Just those two?
A. Yeah. Yeah.
Q. What brand is the one that's at home that's the old one?
A. It's an Android. Gosh, my wife would know exactly, because my daughter -- was it a -- I can't remember the name of it, but if I heard it, it would ring a bell.
Q. Do you have an iPad that you use?
A. I have an iPad, yeah.
Q. In terms of when --
A. I'm sorry, I have a Gmail account but I don't use that.
Q. Do you know the address?
A. I do because it's on here.
Q. Okay.
A. Gmail, but I don't use that. I mean, just -- I only have that to record information so that if I want to switch phones my contacts will stay the same but I've never used it.
It's at steve -- all lower case, steve,

S-T-E-V-E-G-R-E-E-N-E, 48, 1948, my birth date, so stevegreene48@gmail.com. But I -- it isn't even accessed because I've got all these emails and the server is not recording it and I haven't used that, so...
Q. Have you used any other device other than what you've already identified ever to text message Sanford Sherman?
A. I don't believe so.
Q. Have you ever utilized any email address other than those that you've already identified for me to ever email Sanford Sherman?
A. I don't believe so. I don't know if I've ever emailed him.
Q. Computers, you have a home computer?
A. Correct.
Q. Is that a desktop or a laptop?
A. It's a desktop.
Q. How long have you had that for?
A. Oh, quite a while.
Q. What brand is it? If you know.
A. I think it's a Gateway, the last one was a Dell, this one is a Gateway.
Q. How old is the Gateway?
A. I'm not sure.

Q. More than the last three years?
A. Oh, yeah.
Q. And in terms of other than that desktop, do you have any laptop computers?
A. I have a laptop that I haven't used in a long, long time.
Q. More than three years since you used it?
A. We tried to use it, I don't think I can hook up to the web anymore because it's so old. I got it when I got activated for Afghanistan in 2004, so it's that old. And then I had it spiffed up by these computer guys that are computer gurus and now it just -- I don't know, it just -- I can't even connect to that -- internet with it.
Q. Any other computer devices or phones or iPads other than what you've already identified that you utilize or have utilized in the last two years?
A. I don't think so.
Q. Now that you're retired, are you doing any sort of freelance work? Are you doing any --
A. Yeah, I'm trying to, I did some work in October, I worked in Toledo, I worked three days in Toledo at a digestive health place,

colonoscopies, you know, endoscopies. And then I did four days in Willoughby at the Digestive Health Center in December, I did four days of anesthesia. And then I'm trying to work a little bit to pay for furniture for our new place in Florida as opposed to take it out of my retirement funds, but, so...
Q. Any ongoing work activities that you're engaged in or foresee engaging in that are outside the scope of your anesthesia work?
A. No, not really. It's always a possibility, though.
Q. When you worked at the Clinic did you know an individual by the name of Laura Murky?
A. Laura Murky?
Q. Murky, M-U-R-K-Y?
A. I don't know.
Q. To your knowledge you've never had contact with that woman?
A. I don't know. I don't remember the name, but I meet a lot of people, I forget their names, so it's hard to say.
Would she have a maiden name or...
Q. When you heard that Aliza had passed away, how did you feel?

A. I felt angry. I felt -- I felt unbelief, you know, disbelief, and then I got angry, and then I thought, all right, now what's -- what's going on here? I was very upset. And I've tossed it back and forth and over and over and over again, and for the life of me I cannot figure out what went on here. If I knew for one instance that Sandy had anything to do with this, I would be the first one to report him. I would be the first one to report my own child if my own child had anything to do with something like this.
Q. I didn't bring that topic up, but since you brought it up, let me ask you this: Do you know who did it?
A. No, I wish I did. I wish I did because I would immediately take it to the police. I would not discuss it with anyone else, I'd go to the police immediately.
Q. There's testimony by another witness in this case that following the filing of the divorce papers that Sanford Sherman, on at least ten occasions, asked that person how to commit the perfect murder.
MR. GREEN: Objection.

Q. Does that come as a surprise to you?
A. Yes.
Q. Did Sanford Sherman ever ask you a similar question?
MR. GREEN: Objection.
A. No. That one I would remember. That one I would remember and he would no longer be my friend. Especially if he had said that and this had happened to his wife, because I would have reported that to the police because that's germane, if it's true.
Q. How concerned was Sanford Sherman during the divorce with ultimately how the marital assets would be divided?
A. How concerned? As concerned as anybody would be, but...
Q. Did he ever say to you that she'll never get a dime?
A. No. No, I never heard that.
Q. Did you ever hear him utter anything that you interpreted as him wanting to minimize the amount of money that Aliza recovered in the divorce?
A. Sure, he wanted to minimize the amount of money that was going out to the lawyers.

Q. Well, that's a different equation.
A. **Okay.**
Q. My question's slightly different.
A. **Okay, then explain it to me again.**
Q. I'll rephrase it.
During the course of the divorce, did Sanford Sherman ever say anything to you that led you to believe that his ultimate desire was to see that Aliza recover as little as possible out of the divorce?
A. **I don't think he said that. I just think that he -- he was -- he was disappointed that this was going to cut into the total assets, and that the family was going to suffer because of money was going to the lawyers, a lot of money was going to lawyers and -- so, no, I don't -- I can't recall anything like that.**
Now Aliza had said that she didn't want him to get anything, she wanted him to lose everything, and I recall that.
Q. Did you ever convey that to Sanford Sherman --
A. **Yes.**
Q. -- that she said that?
A. **Yes, and I said -- or did I? See, that**

might have been something -- that might have been something that I did not convey.
Q. But maybe you told him, you don't remember?
A. **Maybe I did, but I don't think I did, because that's a kind of a thing that would cause more strife, and so I try to be as -- gentle.**
Q. If that were conveyed to Sanford, that would have made him angry?
MR. GREEN: Objection.
A. **I don't know if that would have made him angry, I don't know if that would have been -- they were both unhappy with each other. They were both unhappy campers. I mean, you couldn't make either one of them happy.**
Q. So your testimony under oath is that Aliza for certain, you have a clear recollection, told you that her objective out of the divorce was to see that Sanford got nothing?
A. **That's exactly right.**
Q. Right?
A. **That hurt me deeply when she said that.**
Q. And you interpreted that as her being vindictive and wanting to cause Sanford pain?
A. **Yeah.**

Q. Right?
A. **Yeah.**
Q. But your testimony under oath is that Sanford, who you'd known for 30 years, you didn't tell him that?
A. **I may not have.**
Q. You may have, you may not have?
A. **I may not have, I don't know. I don't remember.**
Q. Maybe, maybe not, you don't know?
A. **I probably did not, now that I think about it, because that's an issue that would cause him to have more ill feelings toward her and her to have more ill feelings toward him. So there were times when she told me things that I did not convey to him, and that may have been one of them, because that was a -- and it's hard for me to dissociate that all now, but being a good friend to Aliza I don't think I would have conveyed to him, I don't think I would have, and the more that I think about that, you know, you try to walk a tight rope when you're dealing with friends, both of them who you care a lot about. And I -- and I -- and he would ask me, well, what did you discuss and I said, Sandy, that's private**

between us. And I'd say, there's things that she tells me that I'm never going to tell you. And he would drop it. And I liked that, because he didn't -- he didn't pursue that. But I don't think I told him that. But that really disappointed me. And he goes, well, you know, she won't meet you? I said she sets up an appointment, she doesn't meet me and she's never done that to me, she's done it twice now, and then she makes up excuses, well I'm having second thoughts and I'm not, you know, the attorneys are -- I'm talking with them, too, and they don't think we should be doing this. And I'm going, okay, okay, fine, you're not going to meet with me, you're not working with a real genuine, honest heart anymore and I've never seen you like that. And I said, I told her, I said, I'm very disappointed with you, Aliza, I said, you've never -- I was -- I was -- you've never misled me and said one thing and then done another. And so, I said we're done, I probably won't be, you know, trying to work this out between you two anymore.
Q. Has Sanford Sherman ever lent or given you money?

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A. He has -- I don't think he's lent me any money. Has he given me any money? No, he's paid for meals and he's been generous.
Q. I'm not talking about picking up a check --
A. No, no, no, no.
Q. -- at a restaurant.
A. No.
Q. I'm talking about --
A. No, no, I don't think he has.
Q. -- him saying here's a $1,000.
A. No, no.
Q. And you've never asked him for money?
A. No.
Q. Do you maintain contacts in the Middle East?
A. Do I maintain contacts in the Middle East? I have a business manager that is still in Kurdistan, which is just north of Afghanistan, but I haven't talked with him, he'll call me once, I think it's been two or three years ago, and he's on Facebook and he's a Facebook friend.
Q. Do you have any contacts in the United Arab Emirates?
A. UAE, I knew some Shaheens, I worked with

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some Shaheens in Afghanistan, and Shaheens are special forces, and they're like our Green Beret special forces like what I was working with in Afghanistan. But I knew the commander of their -- their -- and I don't remember his name, hut I had met him once and that was it and I don't have any contact with him, I wouldn't even know what he looks like now.
Q. Do you have any knowledge that Sanford Sherman caused a vehicle that he used to own to be exported to the UAE?
A. No, I do not know.
Q. And you would not have participated in that export in any way?
A. No, I wouldn't have. I would have definitely remembered that. I've never even heard of that.
MR. WINTER: I'm going to take 60 seconds now to review my notes, I believe I've concluded for the day, but before I turn it over to Mr. Green, if he has any questions, I'm just going to go off the record for about 60 seconds.
THE WITNESS: Okay.
(Discussion had off record.)
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BY MR. WINTER:
Q. Just a couple of final questions, sir.
To your knowledge, other than yourself, did anyone else act on behalf of Sanford to try to get the divorce dispute resolved? Obviously the lawyers but I'm talking about non-lawyers.
A. I had heard that one of his friends had also tried, Larry, and I had just heard that. I think his name was Larry, he's a jeweler, I think he had -- he had helped, but I had learned of that.
Q. Les Keller?
A. Les, maybe that was it, Les, it's not Larry. God, I'm sorry.
Q. Okay.
A. I think he had -- I learned that while we were sitting around waiting to get -- or I may have learned of that in the grand jury.
Q. Did you know Les Keller?
A. Yeah, I had met him a couple times, and I don't know what under circumstances, maybe a bar mitzvah or whatever, but I didn't know him really well, and I've seen him over at Sandy's house after Aliza's death.
Q. So the day after her death, my

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understanding is you and some other gentlemen are over there --
A. And my wife. Yeah.
Q. And who were the gentlemen who were over there that day?
A. I -- you know, I didn't even remember that until that was brought up.
Q. Well, I don't want to know what happened in the grand jury, I have to be careful.
A. Yeah. Yeah.
Q. So let me do this: Ed Weiskopf, was he over there?
A. See, I don't know.
Q. Les Keller?
A. Les I think was there.
Q. You?
A. Yeah, and Cheryl and --
Q. Jim Surso?
A. There was a big guy, too, that was a former rabbi or -- I can't remember his name, he was a real nice guy or was a rabbi or...
Q. Was Danny Heglaw over there?
A. No, I didn't see Danny.
Q. Was Jim Surso over there? I don't think you answered that, or you don't remember?

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A. I don't know of a Jim Surso.
Q. Do you know what he looks like? Do you know who he is?
A. I don't know.
Q. He's a physician or a former physician who practiced in Alabama and has been close friends with Sanford for 30 years; you don't know who he is?
A. I don't know. I may know him but I don't remember. I may have met him, I don't know, sorry.
Q. Who else do you remember being over there that day?
A. I can't remember. I think there was an attorney, along those lines, too, I don't know if it was his cousin or another guy.
Q. Somebody who was an attorney was over there?
A. I think there was a friend or a person that was representing him at one point, I can't remember. I can't remember his name. I'm really bad at -- I'm so terrible, and it's not being -- trying to be evasive, I do not remember these things, I didn't remember that until -- that it was the holidays until it was refreshed

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elsewhere.
Q. And then, briefly, my recollection of the sequence is that I had served you with a subpoena in this case, that we were set for depo and you had an unfortunate medical condition that developed in November.
A. November 11th is when I had another pulmonary embolism, which is what I had after my knee surgery, my bilateral knee surgery, and this was the -- yeah, that was November 11th. I believe it was Veterans Day, that's when I got my second pulmonary embolism.
Q. And then you were in --
A. I was in the hospital at Hillcrest --
Q. For how long?
A. -- for one or two nights, and then in the hospital itself for two more, two more days. So, yeah, I'm sorry about that.
Q. Well, you're a lucky man, right? Because normally those things are fatal.
A. Well, the first one was a big bad one. These were not bad but it was -- caused my heart to race a bit, that's how I managed -- I felt it. But the first one, it took my breath away and it was -- I'm just sitting there, and Sandy was with

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me, he was at my house with his brother Steve, as I recall.
Q. On the day that you had the pulmonary embolism?
A. On the day that I had my big, huge, massive PE.
Q. That wasn't the 11th of November this year?
A. No, that was on April -- it was almost Easter, almost Easter of 2013.
Q. So this would have been a few weeks after Aliza was murdered?
A. Yeah. Yeah. Yeah.
Q. So Sanford and his brother are at your house and you have a --
A. Because February I had had my knees worked on.
Q. And that's when you have your first PE?
A. Yeah, I think that was it, yeah. Yeah, I was getting up to answer the bell and it was them.
Q. And then, so if we come back to November of 2014, you're in for a few days, you get out, and then my understanding is you went to Florida for a couple months?

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A. Well, we went there December 31st and got back April 1st. Yeah.
Q. And --
A. This year.
Q. -- the location that you stayed at, you and your wife paid for that?
A. Yes, yes, yeah, it was a -- we rented a villa.
Q. And between now and the end of calendar year 2015, aside from any anesthesia work that you may take on a contract basis, do you have any trips to Florida or anywhere else planned as of now?
A. Yeah, we're going to go to Florida for the closing of the building of our villa and hopefully that'll be in July. And that's when the completion should be completed. We're going to go to St. Louis for a wedding August 1st. We are going to go to Massachusetts August 15th for my cousin's wedding, and we're going to go up to Maine and Massachusetts and see all my family and friends up there and I may visit my daughter who -- her yacht is going to be up there for the summer as well.
Q. Do you intend to continue with Ohio as

your permanent residence or is that going to be different?

A. For now, yeah, for now, but I'd like to get to the six-month point where I can, you know, get a break on the income tax and that, that's my goal, but my wife, her mom is still here in Chardon so we're going to be here for a while.

MR. WINTER: Sir, I have no further questions. Thank you for your time.

Mr. Green?

MR. GREEN: Nothing. No questions.

MR. WINTER: Sir, you have a right, you can either waive the opportunity to review the transcript to ensure that it's been accurately taken down or you can request an opportunity to read the transcript, you can't change your testimony, the purpose of your reviewing is simply to ensure that Michelle has taken down what you and I have said accurately. So you either have to indicate to her that you want to review it or that you want to waive it.

THE WITNESS: I'll waive reviewing it. Yeah, that's fine.

MR. WINTER: All right. We're done, sir. Thank you for your time, I appreciate you

coming in, and good luck.

THE WITNESS: Yeah, thank you.

MR. WINTER: We are off the record.

(Deposition concluded at 6:50 p.m.)

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CERTIFICATE

The State of Ohio,)
) SS:
County of Cuyahoga.)

I, Michelle A. Bishilany, a Notary Public within and for the State of Ohio, duly commissioned and qualified, do hereby certify that the within named witness, STEPHEN A. GREENE, was by me first duly sworn to testify the truth, the whole truth and nothing but the truth in the cause aforesaid; that the testimony then given by the above-referenced witness was by me reduced to stenotypy in the presence of said witness; afterwards transcribed, and that the foregoing is a true and correct transcription of the testimony so given by the above-referenced witness.

I do further certify that this deposition was taken at the time and place in the foregoing caption specified and was completed without adjournment. I do further certify that I am not a relative, counsel or attorney for either party, or otherwise interested in the event of this action.

HEREBY, I attest to and certify the aforementioned on this 8th day of May, 2015.

Michelle A. Bishilany, RDR, CRR
Traver & Bishilany Court
Reporting Services, LLC
Notary Public State of Ohio
Commission expiration: January 18, 2016

SIGNATURE OF WITNESS

The deposition of STEPHEN A. GREENE, was taken in the above-captioned matter on the date, time and place set out on the title page hereof.

It was requested that the deposition be taken by the reporter and that same be reduced to typewritten form.

It was agreed by and between counsel and the parties that the reading and signing of the transcript of said deposition is hereby waived.

IN THE COURT OF COMMON PLEAS

OF CUYAHOGA COUNTY, OHIO

JENNIFER SHERMAN,
CO-EXECUTOR OF THE
ESTATE OF ALIZA SHERMAN,
Plaintiff,

vs. Case No. CV-14-827479

SANFORD J. SHERMAN, et al.,
Defendants.

- - - - -

VIDEOTAPED DEPOSITION OF LES KELLER

Taken on Thursday, November 13, 2014, at 9:52 a.m.

At the offices of:
Reminger
1400 Midland Building
101 Prospect Avenue, West
Cleveland, Ohio

Before Janice M. Rogers, a Registered Professional Reporter
and Notary Public in and for the State of Ohio

EXHIBIT 5

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IN THE COURT OF COMMON PLEAS
PROBATE DIVISION
OF CUYAHOGA COUNTY, OHIO

IN RE:
ESTATE OF
ALIZA SHERMAN, Deceased, Case No. 2013 EST 190253

- - - - -

VIDEOTAPED DEPOSITION OF LES KELLER
Taken on Thursday, November 13, 2014, at 9:52 a.m.

At the offices of:
Reminger
1400 Midland Building
101 Prospect Avenue, West
Cleveland, Ohio

Before Janice M. Rogers, a Registered Professional Reporter and Notary Public in and for the State of Ohio

APPEARANCES:
On behalf of the Plaintiff:
Reminger, by
JASON D. WINTER, ESQ.
ADAM M. FRIED, ESQ.
1400 Midland Building
101 Prospect Avenue, West
Cleveland, Ohio 44115
(216) 687-1311
On behalf of the Defendants:
Shapero & Green, by
BRIAN J. GREEN, ESQ.
Signature Square II, Suite 220
25101 Chagrin Boulevard
Beachwood, Ohio 44122
(216) 831-5100
On behalf of Joshua A. Sherman:
Cavitch, Familo & Durkin, by
MICHAEL C. COHAN, ESQ.
Twentieth Floor, 1300 East Ninth Street
Cleveland, Ohio 44114-2876
(216) 621-7860

ALSO PRESENT:
Chris Molnar, Videographer

THE VIDEOGRAPHER: Today is November 13th, 2014. We're on the record at 9:52 a.m.

Will the court reporter please swear in the witness. LES KELLER, of lawful age, called for examination, as provided by the Ohio Rules of Civil Procedure, being by me first duly sworn, as hereinafter certified, deposed and said as follows:

EXAMINATION OF LES KELLER
BY-MR.WINTER:

Q. Good morning, sir. My name is Jason Winter. And I serve as legal counsel along with my co-counsel Adam Fried on behalf of Jennifer Sherman in her capacity as co-executor of the Estate of Aliza Sherman.

Before we go any further today, would you please state your full name for the record, including any middle name, and spelling each of your names?

A. Les Keller, L E S, K E L L E R.

Q. Do you have a middle name,

sir?

A. No.

Q. Is Les your legal name?

A. Leslie. Leslie. Sorry.

Q. And how would you spell that?

A. L E S L I E.

MR. COHAN: Jason, before we get into the substance, I need to make an objection on the record.

My name is Mike Cohan. I represent Joshua Sherman as co-executor of the Aliza Sherman Estate. And this deposition is being taken in connection with a motion to remove Jennifer Sherman as co-executor, in addition to being taken in a separate case involving Sanford Sherman.

So in the case involving the motion to remove, which I'm involved in, we have filed with the court a motion for protective order. It has -- there's been a brief in opposition and a reply brief in support of it.

And part of that motion relates

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to -- potentially relates to the taking of these depositions. So for the reasons stated in my motion for protective order and reply brief, we will be entering objections along those lines and potentially moving to strike testimony, because the court has not yet ruled on the motion. But we expect a ruling sometime in the near future. So to the extent that applies, we will be moving potentially to strike some of the testimony.

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(Thereupon, Plaintiff's Exhibit-1 and Exhibit-2 were marked for identification.)

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Q. Mr. Keller, you have what's been marked for purposes of this deposition as Exhibit 1 and also Exhibit 2. I'd like you to review those documents, and let me know when you've finished doing so.

MR. WINTER: For the record those were provided to counsel. They are the

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subpoenas for today's proceedings.

A. Yes, I'm familiar with these. They were mailed to my -- to my home.

Q. And you received these documents?

A. I have them with me.

Q. Okay.

MR. WINTER: For the record Exhibit 1 represents the subpoena issued for your appearance today in case number CV-14-827479. And Exhibit 2 represents the subpoena issued in case number 2013 EST 190253.

Q. Mr. Keller, have you ever sat for deposition before?

A. Once or twice, yes.

Q. Share with me the context within which you would have previously sat for a deposition?

A. Oh, many years ago I sat deposition for Sanford Sherman. There was a case against his cousin or his cousin against him.

And I don't recall the other depositions.

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Q. Approximately how long ago was it that you sat for deposition in the matter you just described?

A. I don't remember. 10 years ago maybe.

Q. You indicated that his cousin was involved, is that right?

A. Yes.

Q. Do you happen to know his cousin's name?

A. Morris Dorfsman.

Q. I'm sorry?

A. Morris Dorfsman.

Q. And where was that case taking place to your knowledge?

A. It was on Prospect a little bit further up. I don't recall the exact address.

Q. That was where your deposition was taken?

A. Yes, uh-huh.

Q. Did you understand there to be a court case pending?

A. I don't recall.

Q. Who was it that took your

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deposition, if you remember?

A. I don't recall.

Q. What did you understand to be the nature of the dispute that gave rise to your deposition?

A. It was something about finances, defamation of character.

Q. Was Mr. Sherman the plaintiff in that case or was he being accused of some --

A. I think he was the defendant, if I recall.

Q. And what did you understand to be the allegations against Mr. Sherman in this case?

A. Mr. Dorfsman made some allegation against Sanford defaming his character. I don't really know what that case was about.

Q. How long did your deposition last in that case?

A. I don't know. Half hour maybe.

Q. There was a court reporter present?

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A. Yes.
Q. Other than that deposition, do you have a recollection of ever appearing for a similar proceeding before?
A. I don't recall. I'm sure there has been.
Q. Either in your personal or in your business capacity?
A. I don't recall.
Q. If you had sat for a deposition in a court case, would it have been in the State of Ohio?
A. Yes.
Q. Would it have been in Cuyahoga County?
A. Sure.
Q. Given that you sat for that one prior deposition that you can recall, some of these ground rules I'm about to give you may sound familiar. Nonetheless, I'm going to cover these, so that you and I are on the same page for purposes of our discussion today.
The first is, it's important that

each of your responses today is audible in nature. Even though we're on videotape, a nod or shake of the head can't be taken down by our court reporter. And we need answers to be recorded by our court reporter. And so I'd ask you to verbalize each and every one of your responses today.
For similar reasons, it's important that you and I not speak at the same time. There may be points in time today when you can anticipate your response to a question I'm asking before I've even finished the question. And nonetheless, I'm going to ask you to let me complete my question before you start your answer.
Conversely, if at any point I interrupt you, that's not my intent. I apologize in advance. Simply let me know that, so I can get your full response on the record before I start my next question. Do you understand?
A. Yes.
Q. If you do not understand a

question that I ask you today, I absolutely do not want you to answer that question. My job today is to ask questions that you can understand. Your job, of course, is to answer those questions as best you're able. Fair enough?
If you answer a question, I'm going to assume you understood the question. Is that fair?
A. Yes.
Q. If at some point you need to take a break, let me know that, and we can do that.
A. Okay.
Q. The one caveat is, if there's a particular question pending, I'm going to ask you to answer that question before we take your break.
If at some point during the course of today's deposition you recall information that would make one of your prior responses more complete or more accurate, I want you to let me know that. And we can go back and cover

that area.
Simply because we've already dealt with a given area and moved on doesn't mean that I don't want to capture the most complete and accurate recollection you may have on that given topic. Do you understand?
A. Okay.
Q. Lastly, you understand you're under oath today just as if you were in court?
A. Yes.
Q. And you understand this deposition is being recorded by videotape?
A. Yes.
Q. Do you agree to govern yourself by all of these ground rules we've covered today, sir?
A. Yes.
Q. Is there any reason that you can think of that you will be unable to provide accurate answers to the questions that I ask today or that you will be unable to answer or to

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understand, rather, those questions?
A. No.
Q. Okay. Do you feel okay, you're not sick or ill?
A. I'm fine.
Q. Okay. Prior to appearing today, did you do anything to prepare for your testimony?
A. I went to bed early.
Q. Okay. What time did you go to bed last night?
A. Midnight.
Q. That's early for you?
A. Sometimes.
Q. Okay. When is the last time you spoke with Sanford Sherman?
A. I don't recall. Months ago.
Q. When is the last time you corresponded with Mr. Sherman in any way, whether it be by e-mail or any other type of writing?
A. Months.
Q. And when you say months, what do you mean by that?
A. Two, three, four, five, six

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months. I don't recall.
Q. Okay. That's a large range. So let me ask it this way. We're now sitting here on November 13th. Did you to your recollection have any contact with Mr. Sherman during the month of September?
A. I think there was a text message.
Q. What about during the month of October?
A. I don't recall.
Q. What about during the month of November?
A. I don't recall. I can't give you an accurate -- I mean, I can check my phone. I can tell you.
Q. The telephone that you have in your possession today would hold access --
A. Sure.
Q. -- to the text message you just described?
A. Yes.
Q. What is the nature of the

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text message? What does it say?
A. Greetings for the holidays, the high holidays. Good wishes. That's about it.
Q. Does it say anything else?
A. No.
Q. Okay. So before we leave today, you won't mind if we take a look at that and read it into the record?
A. Sure. No problem.
Q. Prior to that text message, when was the -- not next, but before that, when was the prior contact with Mr. Sherman?
A. So I do recall something now.
Q. Yes.
A. There was a -- when I got the subpoena, whatever date that was, I believe that that day or the next day I texted him.
Q. Okay. So the Exhibits 1 and 2 reflect that you were served on or about October 14th, is that correct?
A. That's probably around that

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time.
Q. Okay. And when you received the subpoenas, you contacted by text message Mr. Sherman?
A. Yes.
Q. And what did you say?
A. I can pull up the phone and tell you.
Q. Okay. What was your purpose in contacting him?
A. I was shocked.
Q. Did Mr. Sherman respond to you?
A. I don't think he did.
Q. How many text messages do you recall sending him at that point?
A. One or two.
Q. Did you also attempt to call him or write him in any other way?
A. No.
Q. What was it about receiving the subpoenas that shocked you?
A. Why was I being subpoenaed.
Q. Did you reach out to anyone else at that time to try to discern why

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you were subpoenaed?
A. No.
Q. Other than that text message, once you received the subpoena, and other than the text message that you received concerning the high holidays in September from Mr. Sherman, what other contact have you had with Mr. Sherman in the last six months?
A. None.
Q. Upon receiving the subpoena, did you consult with anyone concerning the subpoenas?
A. My wife.
Q. Anyone else?
A. No.
Q. Okay. Did you review any documents to prepare for your deposition today?
A. No.
Q. Did you visit any places to prepare?
A. No.
Q. Did you review any photographs or tangible objects to

prepare?
A. No.
Q. How did you get here today?
A. I drove.
Q. Yourself?
A. Yes.
Q. Did anyone come with you?
A. No.
Q. Mr. Keller, have you ever been known by any other name other than Leslie or Les Keller?
A. No.
Q. What is your date of birth?
A. 5-3-57.
Q. What's your height and weight?
A. 5' 8", 190 pounds.
Q. Has that been pretty stable?
A. Yeah.
Q. Okay. Have you ever served in the armed services?
A. No.
Q. Has any member of your family ever served in the armed services?

A. We have a cousin, a two star general.
Q. I'm sorry. What branch?
A. U.S. Army two star general, deceased.
Q. I'm sorry. Have you personally ever been taken into custody by law enforcement for any purpose?
A. No.
Q. Have you ever been convicted of a criminal offense?
A. No.
Q. What is your current home address?
A. 2842 Meldon Boulevard, Beachwood, 44122.
Q. Would you please spell that street?
A. M, as in Mary, E L D O N.
Q. For how long have you lived there?
A. Since 95.
Q. Do you own that home?
A. Yes.
Q. Who lives there with you?

A. My wife.
Q. Anyone else?
A. No.
Q. Prior to 1995 where did you live?
A. Baintree in University Heights, Baintree Road.
Q. Do you recall the street address?
A. 4401.
Q. Was that a single family home?
A. Yes.
Q. Did you own that?
A. Yes.
Q. And who did you live there with?
A. My wife and my children.
Q. How many children do you have?
A. Two children.
Q. Are they grown?
A. Yes.
Q. What lines of work are they in?

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A. One is an attorney. And one is a movie producer.
Q. Does the attorney practice in Ohio?
A. Yes.
Q. Is that child with a particular law firm?
A. He's with a private equity firm.
Q. Other than your current marriage, any other marriages?
A. No.
Q. Where did you grow up, sir?
A. Cleveland Heights.
Q. Where did you go to high school?
A. I went to Brush.
Q. Did you graduate from Brush?
A. Yes.
Q. In what year?
A. 1976.
Q. Upon graduation from Brush, what did you do?
A. I went to Cleveland State University, and I worked.

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Q. Did you ultimately complete a course of study at CSU?
A. No.
Q. For how long did you attend CSU?
A. Two years.
Q. While at CSU, what did you study?
A. General business.
Q. Did you have a major during that time?
A. No.
Q. You indicated that during those two years you also worked. What did you do in that regard?
A. I worked at a delicatessen, Harry's Deli on Taylor Road.
Q. And it would have been around 1978 then that you stopped attending CSU?
A. Correct.
Q. And what was the cause of that?
A. I went into business, to the diamond business, jewelry.

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Q. How was it that you made your entry into that industry?
A. I had a family member from Israel who was in the business.
Q. Who was that?
A. My brother-in-law.
Q. And what's his name?
A. His name is Aviv, A V I V. First name is Rahamim.
Q. Would you spell that for me?
A. I wish I could.
Q. Okay.
A. Do your best.
Q. And so your brother-in-law was in the diamond trade?
A. Yes.
Q. And assisted you in some capacity in making an entree into that industry?
A. Correct.
Q. And that was the cause of you concluding your course of study at CSU and your work at Harry's Deli?
A. Correct.
Q. Did you ever again attend

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any college, university or trade school?
A. No.
Q. And so we've talked about the full spectrum of your educational history, is that right?
A. Well, I attended Gemological Institute of America to get my degree.
Q. When did you conclude that course of study?
A. 1979, 1980.
Q. Any other formal education?
A. No.
Q. Have you held any employment outside of the diamond or jewelry trade since you went into business in 1978?
A. No.
Q. Share with me the evolution of your trade in that regard.
Let me be more specific. Did you open your own business at that time?
A. Yes.
Q. And what was the name of that business?
A. LKB Diamonds.
Q. Does that entity still exist?

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A. No.
Q. Okay. For how long did LKB Diamonds exist?
A. Until we incorporated sometime in 95 maybe.
Q. When you incorporated in 1995, did the identity of the business change?
A. No.
Q. Okay. Did the name change?
A. No.
Q. Okay. Did there come a point in time when LKB Diamonds ceased to exist?
A. We incorporated into Ark Jewelry, Inc.
Q. When was that?
A. I think in 95.
Q. Okay. And does Ark Jewelry, Inc. still exist?
A. Yes.
Q. And is that the company that you operate today?
A. Yes.
Q. And so it would be a fair

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understanding that since 1978, when you went into the diamond business, that you have run two businesses. First it was LKB Diamonds and then it was Ark Jewelry, Inc., is that correct?
A. Yes.
Q. Was LKB Diamonds, was that a sole proprietorship, what was the --
A. Yes, it was a sole proprietorship.
Q. Did you have any partners in that endeavor?
A. No.
Q. Are you the only shareholder in Ark Jewelry?
A. My wife.
Q. And what's the division of the shares?
A. I'd have to check the record. Sorry.
Q. Okay. Have you ever had any other shareholders other than your wife?
A. No.
Q. Would you describe for me the current business of Ark Jewelry, the

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focus of it?
A. We are a wholesale retail establishment. We just moved to our new location. And we're located at 2002 Warrensville Center. We were at 13880 Cedar Road for 30 some odd years.
Q. During the course of the operation of your business, did you ever have occasion to have Sanford Sherman as a customer?
A. Yes.
Q. Share with me the circumstances surrounding Sanford Sherman's contact with either LKB or Ark Jewelry?
A. So it goes back a long time. His -- his mother was my first contact in 1979, I believe. I sold wholesale on the road.
And she called me, and I went to their home. And that's when I met Sandy, I believe.
Q. As we sit here today, how would you describe your relationship with Mr. Sherman?

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A. It's on and off.
Q. Are you friends?
A. Yeah, we're friends, sure.
Q. Do you consider Mr. Sherman a friend of yours?
A. Yes.
Q. And to your knowledge does he consider you a friend of his?
A. I think so.
Q. Following that first contact with Mr. Sherman in 1979, share with me the nature of your contacts moving forward in terms of your jewelry business?
A. It's hard to recollect. But he's purchased some things from me over the years, not too many --
Q. What --
A. -- over time.
Q. What sorts of things has he purchased from you?
A. You know, rings, jewelry items for gifts.
Q. Other than rings, do you recall the specific nature of any other

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item he may have purchased?
A. No.
Q. Who were these things purchased for?
A. His wife.
Q. And by his wife, you're referring to who?
A. Aliza.
Q. When did you first -- well, let me back up. Did you ever have occasion to meet Aliza Sherman?
A. Of course.
Q. When was it that you first made her acquaintance?
A. Fourth grade. I was classmates with her brother Edward. We were good friends.
Q. And so you had an opportunity to have contact with her throughout your childhood?
A. Not really.
Q. Do you recall ever meeting her when you were a child?
A. I don't recall.
Q. Okay. When was the first

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time that you had occasion to meet her in your adulthood?
A. I mean, I don't recall. But I'm assuming when she got married to Sandy. I really don't recall. Our kids grew up together in the same school, so.
Q. I will share with you that they married in 1982.
A. Okay.
Q. Does that help to orient you concerning when you may have met her?
A. I don't recall. They were just always family friends.
Q. Do you recall Mr. Sherman ever purchasing any jewelry from you prior to him marrying Aliza?
A. No -- well, yes, when I sold his mother some gold chains.
Q. Do you recall Sanford personally purchasing --
A. No.
Q. -- anything from you?
A. No.
Q. On how many occasions do you

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recall in total Mr. Sherman purchasing jewelry from you?
A. I have no idea.
Q. Do you keep records of this?
A. I'm sure we have records. If I pulled up his name, I'm sure the sales would come up.
Q. Okay. Tell me about your recordkeeping process. Do you have a computer that you use a lot?
A. Yes, we have a computer.
Q. And how far back does your data go?
A. That's a good question. We've had several crashes. And I'm not sure when we bought the software. I'll have to look it up. Probably back in 95, I would think.
Q. Okay. Do you personally maintain your computer program or do you have somebody outside do that?
A. No. We do.
Q. And who is the person most knowledgeable within your company concerning the recordkeeping and the

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computer system?
A. There's -- it's not that difficult, so.
Q. It would be you?
A. Yeah.
Q. Okay. Is it the case that each and every time that a purchase would be made, that there would be some sort of electronic record created by your office?
A. Sure.
Q. Now, aside from purchasing items, does your business engage in what I'll refer to as the pawn business?
A. No.
Q. Okay. So individuals, will they sell items to you?
A. Yes --
Q. Or --
A. -- on occasion.
Q. Okay.
A. Especially with the gold bill in the last few years.
Q. And so you'll purchase, but it's not a pawn --

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A. Correct.
Q. -- transaction? It's they're selling it to you?
A. It's buying gold, mostly gold.
Q. And has Mr. Sherman ever sold any items to you or your company?
A. No.
Q. So the limit of his business contact with you relative to your jewelry business would have been on a few occasions over the years he bought some jewelry for his wife?
A. Correct.
Q. Do you know of him to have ever bought any items for any other individuals?
A. I don't know. It's not our nature to ask who you're buying for.
Q. Have you or your business ever been engaged in a lawsuit, either suing somebody or being sued by someone?
A. Oh, sure.
Q. Okay. In what context?
A. Normal business operations.

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Q. Such as?
A. Money is owed. Money is owed us, things of that nature.
Q. Would all of those disputes have been filed in Cuyahoga County?
A. Yes.
Q. You've never operated your business outside of Cuyahoga County?
A. Correct.
Q. Have you ever had a judgment entered against you or your company?
A. Yes.
Q. In what context?
A. I'd have to check the record.
Prior to us getting incorporated, prior to us incorporating, the state filed a suit against us for taxes, which was -- which I've been trying to remove for the last 30 years.
Q. So there's some form of a tax lien?
A. Yeah.
Q. Any other judgments against your business or you personally that

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you're aware of?
A. No.
Q. Is there still an outstanding balance on that?
A. I suppose there is. I try to -- I can't get an answer.
Q. Have you ever testified, aside from the deposition that you mentioned earlier, have you ever testified in court?
A. Yes.
Q. In what context?
A. Oh, boy. There was a case against some Nigerians 30 years ago, 25 years ago. They bought a scale from me.
I've been a witness to a couple cases, but I can't recall exactly which ones those were right now. I could look it up and give you the information.
Q. And have you ever appeared as a witness in a courtroom in a matter that in any way was related to the Sherman family?
A. No.

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Q. You mentioned earlier that you met Mr. Sherman in 1979. Did there come a point in time where your interactions with him moved from a business relationship to a friendship?
A. It probably evolved. I just can't give you a date.
Q. Okay. Did you attend his wedding?
A. I believe we did.
Q. Okay. By we, you're referring to you and your wife?
A. Yes.
Q. Do you recall in the 1980s either going to the Shermans' home or you -- or them coming to your home for any reason?
A. On occasion we'd have some parties. They were certainly invited, and they came, Bar Mitzvahs, things of that nature.
Q. Describe for me how frequently you would have contact with Mr. Sherman from the 80s and into the 90s?

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A. I can't recall.
Q. Is it a case where you would have spoken with Mr. Sherman on a daily basis?
A. No. It wasn't that kind of relationship.
Q. Weekly basis?
A. Maybe weekly.
Q. And when you would speak, what would you speak about?
A. Normal things, you know, politics, finance, friendly things, children.
Q. Did Mr. Sherman ever discuss with you the status of his medical practice?
A. No.
Q. Do you recall ever having a discussion with Mr. Sherman concerning his practice or when he ultimately ended up concluding his career as a physician?
A. Yeah. He was -- yeah, he did tell me, but was very vague.
I remember that his -- his main help was the reason that he told me

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that he had to close down, because he just couldn't take it anymore. He had to retrain these girls, and, you know, there was just too much, too much for him.
Q. When you say his main help, meaning that he had some turnover in who was helping him run the office?
A. Yes.
Q. Did you ever have occasion to visit his office?
A. Yes.
Q. And do you recall interacting with any of his office staff?
A. Not really.
Q. Do you recall the name of anyone who worked at his office?
A. No.
Q. Did Mr. Sherman ever indicate to you that one of the bases for him wrapping up his practice related to his certifications --
A. No.
Q. -- as a physician?
Did Mr. Sherman ever discuss with

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you the financial condition of his practice?
A. No.
Q. Did you ever discuss with him the financial condition of your business?
A. No.
Q. Did there come a point in time where your relationship with the Sherman family became closer? Or was it pretty much the same in terms of the level of contact you had with them up until the time of the divorce proceedings?
A. It was -- yeah, it was -- you know, they weren't real close friends, but, you know, we considered them our friends.
Q. Did you ever -- between 1979, when you met Mr. Sherman, and the time of Aliza Sherman's death, did you ever have occasion to travel with Mr. Sherman?
A. We did go to Florida. I met him in Florida once.

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Q. When was that?
A. I don't know. And it was in the boom of the real estate market, when it was just starting to. It might have been 20 years ago. I don't really recall.
Q. If I were to say would it be in the 90s or would it be the 2000s, would you be able to pin that down for me?
A. It could be. I mean, I could --
Q. You don't know which decade?
A. I don't recall.
Q. Where did you go in Florida with him?
A. Boca.
Q. Where did you stay?
A. We stayed in a hotel. He had a hotel. And I stayed there I think one or two nights.
He was visiting his mother, I think. She had a condo.
Q. Okay. And did anyone else go with you from Ohio?

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A. No.
Q. Did you travel with Mr. Sherman?
A. No. He went there. He was there for quite some time. Then I just came for the weekend, I think. I don't recall.
Q. What was the purpose of you going down there?
A. We were looking into real estate.
Q. And you and Mr. Sherman were considering whether you would invest together in real estate?
A. It wasn't really a partnership arrangement. It was just to look at the opportunities.
Q. That's the only time that you ever traveled out of the State of Ohio with Mr. Sherman?
A. I believe, yes.
Q. And let me be specific about that. Was there ever another instance where you traveled out of the State of Ohio where you subsequently met Mr.

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Sherman at a destination?
A. No.
Q. Did Mr. Sherman indicate to you from where he would be obtaining the funds to make an investment, in fact, if, in fact, a decision to invest was made?
A. No.
Q. Have you ever met Morris Dorfsman?
A. Sure.
Q. In what context have you met Mr. Dorfsman?
A. He owned a pet shop on Mayfield Road many years ago. And just through association, you know, we met.
Q. Have you ever had occasion to discuss the court case that you were deposed in with Mr. Dorfsman?
A. No.
Q. Did you know how that matter ultimately resolved?
A. No.
Q. Have you ever had an occasion to meet an individual named

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Lindsay Rosen?
A. No.
Q. Have you ever heard that name before?
A. No.
Maybe I heard it from a detective, if that's the same name. I don't recall.
Q. In what context would you have spoken with a detective?
A. They came into my office to ask me questions.
Q. When was this?
A. That was a few months ago, a couple months ago. Let's see. May -- probably June or July.
Q. Your recollection is that they mentioned that name to you at that time?
A. It could have been that name. Because I think I've heard it before or it's just the name that, you know.
Q. Has Sanford Sherman ever communicated the name Lindsay Rosen to

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you in any way?
A. No.
Q. And you never discussed your testimony in the Morris Dorfsman lawsuit with Mr. Sherman?
A. No.
Q. Were you represented by an attorney as it relates to your deposition testimony in that dispute?
A. I don't think I had an attorney, no.
Q. When you went to Florida with Mr. Sherman, did you have occasion to meet any individuals there with Mr. Sherman?
A. He had a group of individuals that he knew. So if we went out to a restaurant, bar, then he would introduce me to a couple people. But I don't recall who they were.
Q. Were these friends of his?
A. I think they were just acquaintances.
Q. Okay. Did he have occasion during that visit to introduce you to

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anyone?
A. I don't recall.
Q. Does the name Mary Skeirik sound familiar to you?
A. No.
Q. You've never met Mary Skeirik?
A. No.
Q. Do you understand Mr. Sherman to have a relationship currently with Ms. Skeirik?
A. No.
Q. Do you know Dr. Mark Shoag, S H O A G?
A. No.
Q. You've never heard that name before?
A. You mean Shoag?
Q. Shoag.
A. Shoag. Yeah. Dr. Shoag lived down the street from the Shermans. And I know his wife.
Q. Did you ever have occasion to have any interaction with Dr. Shoag with or on behalf of Mr. Sherman?

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A. No.
Q. Who would you consider, based on your observations, to be Mr. Sherman's friends?
A. It's hard to tell. There was a group of us.
So who our friends are? You know, it's the type of relationship where it's not the type of friendly relationship. It's more like acquaintances.
So I can name you our so-called card buddies, you know, people of that nature --
Q. Who are those?
A. -- that we would go out with.
So who are they? So it's Edward Weiskopf, Morris Dorfsman. And then there were the card people. Some of them died. But, you know, I mean, I -- I'd have to really think about it. We haven't played cards in a long time.
Q. Do you know Larry Shanker?
A. I've heard of Larry Shaker,

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but I don't know him.
Q. In what context have you heard of Larry Shanker?
A. Just the name. Maybe it came up in conversation.
Q. With whom?
A. I don't recall.
Q. Has Sanford Sherman ever uttered or communicated the name Larry Shanker to you in any way?
A. I don't recall.
Q. To your knowledge you've never met Larry?
A. No.
Q. And you never communicated with Larry in any way?
A. What does Larry do?
Q. I don't know that.
A. Okay. You know, if you can associate something with, you know, maybe I could recall. But I don't know who that is.
Q. Okay. And my question, to your knowledge, you've never communicated with Larry Shanker in any

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way?
A. Correct.
Q. Do you know an individual named Danny Heglaw?
A. No.
Q. To your knowledge you've never communicated with Mr. Heglaw in any way?
A. No.
Q. Do you know Tibor Rosenberg?
A. Sure.
Q. How do you know Mr. Rosenberg?
A. He's the butcher, kosher butcher.
Q. Okay. Would you consider him to be a, to your understanding, a friend of Mr. Sherman?
A. An acquaintance, yeah.
Q. Is Mr. Rosenberg a friend of yours?
A. I would consider him a friend. We're not close, but, you know.
Q. Did you ever have occasion to socialize with Mr. Sherman and Mr.

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Rosenberg together?
A. No.
Q. Did you ever observe Mr. Sherman and Mr. Rosenberg socializing in any way?
A. No.
Q. Okay. Do you know Steve Green?
A. Yes.
Q. How do you know Steve?
A. Steve is a friend of Sandy's. I met Steve at an event, probably at his son's Bar Mitzvah.
Q. Based on your observations, do you understand Steve Green to be a close friend of Sanford Sherman's?
A. I think he is a close friend, yeah.
Q. To your knowledge does Mr. Sherman have any closer friend than Mr. Green?
A. I don't -- I don't know.
Q. Okay. Do you know Jim Surso?
A. No.

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Q. You've never heard that name before?
A. No.
Q. Your relationship with Steve Green, is he your friend?
A. I would consider him a friend. I'm not, you know, social with him.
Q. Have you ever socialized jointly with Mr. Green and Mr. Sherman?
A. I don't think so.
Q. Have you ever been to Mr. Green's home?
A. No.
Q. Has he been to your home?
A. No.
Q. Mr. Weiskopf, can you spell his name? I want to make sure I get that right.
A. W E I S K O P F, I believe.
Q. Thank you.
Have you ever had any contact with Attorney Greg Moore?
A. Was he the attorney for the Dorfsman?

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Q. No.
A. I don't -- I don't recall, no.
Q. To your knowledge you've never had any --
A. No.
Q. -- contact with Mr. Moore?
A. No.
MR. WINTER: Let's go ahead and take a 30 second break.
THE VIDEOGRAPHER: We are off the record at 10:35 a.m.
(Recess had.)
THE VIDEOGRAPHER: We are back on the record at 10:43 a.m.
Q. Mr. Keller, we just took a brief break. Are you comfortable continuing at this time?
A. Sure.
Q. When was the last time you had any contact with Steve Green?
A. It was the -- it was the day after Aliza was murdered.
Q. And I will note that Aliza died on March 24th of 2013. It would

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have been the following day?
A. Yeah.
Q. What was it that led you to have contact that day with Mr. Green?
A. I got a call that morning. It was just beginning of Passover. I think it was the eve of Passover. And I got a call early in the morning from Sandy. And I remember I was in the garage helping my wife bring some chairs and tables in for our guests.
And he said, you got to come over. Something tragic happened. And I -- right away I thought of the kids. I thought maybe the little one had some issues and maybe something happened.
But I said, what is going on? He said, you got to come over. Aliza is dead. And I said, what?
So, you know, I dropped everything, and I went over there. And when I got there, Steve was there and a couple other people.
Q. Who do you recall those other people being?

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A. I think Edward was there, Edward Weiskopf. Or he came later. I don't recall. But Steve was there. The -- I'm not sure what his -- he's a podiatrist. I don't know who that is. One of his friends, I don't recall his name.

And then I think Diamond showed up later, Randy Diamond.

That was about it.

Oh, and then one of our friends who's an attorney, Bruce, Bruce Taubman showed up, yeah.

Q. How long were you there that day?

A. I was probably there a couple hours.

Q. What do you remember about that visit?

A. Well, we tried to console him. We were trying to figure out what the heck was going on. We just sat around the table and talked.

Q. What do you remember him saying?

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MR. GREEN: Objection. Pursuant to Judge McClelland's August 22nd order, questions in discovery at this time are limited to financial issues.

I've given you great latitude without objecting to this point in time by asking questions. But you're going quite far afield.

We can either have this questioning, line of questioning stopped, or let's call Judge McClelland on the phone.

MR. WINTER: I'll withdraw the question for now.

Q. The last contact that you had with Mr. Green would have been on that visit to the Shermans' home on March 25th --

A. Yes.

Q. -- of 2013, is that correct?

A. That's correct.

Q. And you haven't had any contact with him since?

A. No. Well, at the funeral.

Q. Did you speak with him at the funeral?

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A. Very rare -- very little.

Q. You've not corresponded with him or he with you since?

A. No.

Q. And by correspond, so we're clear, I'm talking about text messages, e-mails, anything?

A. Zero.

Q. When you were in Florida with Mr. Sherman, share with me as best you recall your itinerary when you were there?

A. We'd go out, go shopping, look around the business area, the community.

I was looking for a home for my parents. They were getting old. And we were looking around the area of a synagogue. So we did actually go see a home there around the synagogue area in Boca.

And then we went to his mother's. He fed his mother. And then we'd go out at night, go to dinner, go to a

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club.

Q. Did you make any purchases when you were down there?

A. No.

Q. Did Mr. Sherman make any purchases when he was there?

A. No.

Q. Did there come a point in time when you learned that there had been divorce filings by the Shermans?

A. I'm sorry. I didn't quite understand.

Q. I'll rephrase the question. Did you come to learn at some point that the Shermans were -- had each filed for divorce and there was a divorce case?

A. Oh. I don't recall how or when, but it just probably evolved, yeah.

Q. Did you have any discussions with Mr. Sherman concerning his marriage prior to learning that there had been a divorce case filed?

A. Yeah. I mean, we talked.

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He was not happy. He was unhappy. It was an unhappy marriage. It was stressful.
Q. What did he tell you that led you to conclude that it was an unhappy marriage?
MR. GREEN: Objection. Again the questions are to be limited to financial issues.
MR. WINTER: Counsel, the nature of the marriage is directly at issue when it comes to motivations relative to the allegations contained in the complaint in this case.
And so I believe that this is well within the scope of what is necessary concerning whatever motivation may exist for your client to engage in the conduct that he's alleged to have engaged in in this case.
MR. GREEN: The allegations in your complaint allege conduct dating back to 2000. The divorce wasn't filed until many, many years later.
So I think at this point in time

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we should get the court on the line and discuss it with Judge McClelland, and let him make a determination of what's relevant and what's not.
MR. WINTER: For the record, the alleged takings occurred between 2004 and 2010. We're discussing the nature of the marriage during that time frame currently.
And further let me state that this deposition is being conducted not only under the auspices of the Common Pleas action, but also under the auspices of the removal action.
MR. GREEN: All right. Let's get Judge McClelland on the phone. His order said if there's any issues with discovery, we can give him a call.
MR. COHAN: And I have the same objections. I just haven't been voicing them.
I stated them at the beginning. They're all in my motion for protective order. But I haven't heard anything yet that's relevant to the estate cases.

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MR. FRIED: Mr. Cohan, I saw you outside consulting with the attorney for Mr. Sherman. And at this point the estate and Mr. Sherman are adverse in litigation.
What is the basis for the objection for us finding out that information?
MR. COHAN: The basis?
MR. FRIED: Yeah.
MR. COHAN: It's all listed in my motion.
But the estate's money is being spent on things like this, that we question whether they have anything to do with the estate case.
Which the basis of the motion to remove is that there may be assets in the possession of family members which should be returned to the estate. That includes Jennifer, Jason, Doris Czinn. And you have claimed that Sanford has some of the money.
MR. FRIED: And again --
MR. COHAN: So our goal is to

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preserve money for the estate and not to have a lot of irrelevant discovery designed to do something else.
MR. FRIED: So one of our allegations is that there's a conspiracy between Sanford and Josh.
What were you two talking about when you were out of the room?
MR. COHAN: We were talking about what this deposition could possibly have to do with the case.
MR. FRIED: And again, which case are you referring to? Are you assisting the defense?
MR. COHAN: I'm not having my deposition taken. I can chitchat with any lawyer I want to.
MR. WINTER: We will call the court. I'm going to table this issue, move on with some things that I believe we can accomplish.
But we will make a call to the court. And at the next break, we'll try to set up the logistics with the court, so that we can accomplish that

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efficiently during the course of this deposition.
For the record, and the record bears itself out, where we were on that issue is the witness had testified that the marriage was unhappy and it was stressful. And further questioning on that was what you had objected to?
MR. GREEN: Correct.
Q. During the course of the divorce proceedings, did you learn from anyone, including Mr. Sherman, that there had been a forensic accounting conducted relative to the marital assets?
A. No.
Q. Did Mr. Sherman discuss with you at any point in time during the pendency of the divorce or before it the nature and the scope of the marital assets?
A. No.
Q. Referring specifically to calendar years 2000 through 2010, what did you understand to be -- let me

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withdraw that question.
Referring to calendar years 2000 through 2010, did you have any discussions with Mr. Sherman during that decade concerning his finances?
A. Not that I recall.
Q. Did you have any knowledge concerning what banking institutions or banks that he utilized?
A. No.
Q. He never told you that he had accounts at certain banks?
A. No.
Q. Did he ever have any discussions with you during that time frame as it relates to any investment accounts that he held?
A. No.
Q. Did you ever hear him mention Merrill Lynch accounts at any point?
A. I might have.
Q. Do you have a recollection of him --
A. No.

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Q. -- ever saying that?
A. No.
Q. Did you ever learn that Mr. Sherman came to own a piece of real estate in Boca?
A. No. Other than his mother's property down there.
Q. In terms of motor vehicles, what was your understanding of the vehicles that Mr. Sherman and the Shermans owned during the 2000 decade?
A. I mean, they had a -- they had a Lexus truck, I guess you would call it. And I don't recall what else. Another van maybe.
Q. Okay. Did you ever accompany Mr. Sherman to any financial institution, any bank?
A. No.
Q. Did Mr. Sherman ever ask you to hold any assets for him?
A. No.
Q. Did he ever provide you with any jewelry of any sort and ask you to hold on to it?

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A. No.
Q. Is that something that you would do for customers from time to time?
A. To hold on to it?
Q. Yes.
A. No. Unless they had it in the repair shop.
Q. Okay. Did you ever repair anything for Sanford?
A. I might have. Probably.
Q. Do you have a specific recollection of that?
A. No.
Q. You've met Jennifer Sherman?
A. Yes.
Q. Do you have an opinion of Jennifer Sherman?
A. She's a beautiful girl.
Q. Do you believe her to be a good person?
A. Yes.
Q. Do you believe that she loved her mother?
A. Of course.

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Q. Do you know who Josh Sherman is?
A. Yes.
Q. And Josh is Sanford's son, is that correct?
A. Yes.
Q. When was the last time you had any contact with Josh Sherman?
A. Oh, I haven't. The funeral maybe.
Q. Prior to Aliza Sherman's death, did you ever have occasion to have interactions with Josh Sherman?
A. We went to a couple ballgames together.
Q. And with Mr. -- would Sanford Sherman be present for that?
A. Yeah. Yeah.
Q. Okay. Other than those couple of ballgames, did you ever have any social interaction with Josh Sherman?
A. No -- well, his wedding.
Q. Okay. Any others?
A. No.

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Q. Are you aware of any interactions between Josh and Sanford since Aliza's death?
A. I mean, I saw them out to dinner once.
Q. When was that?
A. I don't recall. I could -- oh, I do recall. It was right around my birthday. It was May 3rd or May 2nd. They were at a restaurant on Richmond, Valenti's, Valenti's.
Q. Which year was that?
A. That was last year.
Q. 2013?
A. Yeah.
Q. Was anyone else --
A. Or 2014. I think it was 2014.
Q. Was anyone else with them?
A. Yeah. His cousin Joel, Joel Newman, and Josh and his wife and Sandy.
Q. Do you have any knowledge of any other interactions between Josh and Sanford since Aliza's death?
A. No.

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Q. Are you aware of Josh and Sanford holding any assets or property together?
A. No.
Q. Are you aware of whether Sanford has ever held any sort of bank accounts outside of the United States?
A. No.
Q. You mentioned earlier a computer that you utilized for your business, correct?
A. Correct.
Q. Other than that computer, do you have -- you personally, do you have any other computer devices?
A. Sure.
Q. Okay. And is that a home computer?
A. Home computers, yeah.
Q. How many?
A. Two, maybe three.
Q. Are those desktops or laptops?
A. Desktops.
Q. Is it two or is it three?

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A. Well, let's see. We have -- well, one broke. So I think we have two desktops.
Q. When did the one break?
A. A couple years ago. Actually it was a laptop that broke.
Q. What brand was the laptop that broke?
A. I don't know. Toshiba.
Q. Did you discard it at that time?
A. I don't know where it is. It could be in the basement.
Q. In addition to those desktops, are there any other devices in the home, such as iPads?
A. Sure.
Q. In terms of -- how many iPads are in the house?
A. Two.
Q. Have you ever utilized any iPad other than those two?
A. No.
Q. Have you used any computer other than your work computer and then

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the home computers that you just referenced?
A. No.
Q. You have a cell phone?
A. Sure.
Q. What's the number for the cell phone?
A. You plan on calling me, or? I mean, what's relevant about that? Do I have to give out personal information?
Q. Yes. You have to answer the question, sir.
A. 216-543-5060.
Q. For how long has that been your phone number?
A. 10 years.
Q. And who is your service provider?
A. AT & T.
Q. Have they been your service provider for that long?
A. Yes.
Q. Have you personally utilized any other cellular or mobile phone other than that phone?

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A. No.
Q. Have you ever utilized a disposable cell phone?
A. No.
Q. Do you use e-mail?
A. Yes.
Q. Okay. What's your e-mail address?
A. L E S at A R K I N C.com.
Q. Is that the only e-mail address that you have ever utilized?
A. Yes. There's a Gmail.
Q. What's your Gmail address?
A. Les dot A R K I N C at Gmail.com.
Q. Okay. Any other e-mail addresses?
A. No.
Q. Mr. Sherman, did he ever provide you with any documentation concerning any financial account?
A. No.
Q. Do you know the name Gail Reese?
A. No.

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Q. If I were to suggest to you that Ms. Reese had worked at Mr. Sherman's office, would that be news to you?
A. Yes.
Q. You're unaware of Ms. Reese's whereabouts?
A. I have no idea who Ms. Reese is.
MR. WINTER: Take just a minute.
THE VIDEOGRAPHER: We are off the record at 11:04 a.m.
(Recess had.)
THE VIDEOGRAPHER: We are back on the record at 11:06 a.m.
Q. Mr. Keller, the text message that you mentioned earlier today between you and Mr. Sherman, that would have been a text message that was transmitted through the 216-543-5060 number, is that correct?
A. Correct.
Q. And would that have been the only number that you ever communicated by text message with Mr. Sherman

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through?
A. Yes.
Q. You indicated earlier that the only business entity that you currently operate is Ark --
A. Oh, okay.
Q. -- Jewelry, Inc.?
A. Yes.
Q. Are there any other business entities?
A. Yes.
Q. What are those?
A. Saladi Construction, S A L A D I, Construction.
Q. And what does Saladi Construction do?
A. We are a contractor of -- you know, general rehabber, construction.
Q. For how long has that entity existed?
A. I think maybe five or six years.
Q. Is that a corporation?
A. Yes. It's an LLC.

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Q. Are you a member in that LLC?
A. Yes.
Q. Are you the managing member?
A. Yes.
Q. Are there any other members?
A. No.
Q. And I'm sorry. Did you say that was commercial, residential or both?
A. Yeah.
Q. Both?
A. Yes. It's an inactive. We hardly do anything anymore.
Q. When is the last time that you had an active project?
A. Well, we are -- we have an active project now. But we're very selective on what we do. So right now we're just working on one project.
Q. Okay. And what's the nature of that project?
A. It's a -- it's a weather related damage to a home.
Q. The business address for

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Saladi, what is that?
A. It was 13878 Cedar. But the building is torn down. So we moved it to 2002 Warrensville Center.
Q. Which is the same address for Ark Jewelry, correct?
A. Correct.
Q. The records for Saladi, where are those kept, the business records?
A. 2002 Warrensville.
Q. Do you utilize the same space for recordkeeping for both Ark and for Saladi?
A. There's a separate filing cabinet.
Q. In terms of computers and phones and electronically stored information for Saladi, I'd like to explore that. Is there a separate and distinct computer or computer system that's utilized for Saladi?
A. No.
Q. Other than yourself, who is it that conducts any sort of administrative task or recordkeeping on

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behalf of Saladi?
A. Just me.
Q. Is there a phone number for Saladi?
A. 543-5060.
Q. Okay. And so any communication with Saladi would be through you through your cell phone, correct?
A. Correct.
Q. There is no separate and distinct phone number or other cell number that's utilized for that business?
A. There was one. It was given to a -- one of the workers. But they lost the phone. That was for a short period of time.
Q. Okay. So let's talk a little bit about that. Who is the worker that the phone was given to?
A. Randy Kain, who no longer works for us.
Q. How do you spell Mr. Kain's last name?

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A. K A I N.
Q. During what period of time did Mr. Kain work for you?
A. He's an independent contractor. Whenever we need him, we call.
Q. When is the last time he performed any work for you?
A. A month ago.
Q. When was it that he began performing services for you?
A. On and off since probably three years ago, two years ago.
Q. By two years ago, sometime in 2012?
A. 2013 maybe.
Q. And specifically what would he do when he was engaged?
A. He did general carpentry.
Q. Do you know what city he lives in?
A. No.
Q. Is he working on the current project?
A. No.

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Q. You indicated that you had given him a phone, and he lost the phone. Why was it that you gave him a phone?
A. I had to communicate with him. He had no form -- form of communication.
Q. What type of phone was it, do you remember?
A. It was an old iPhone.
Q. Do you recall who the carrier was for the phone?
A. AT & T.
Q. What was the phone number associated with that?
A. I have to look it up. I'm sorry. I don't remember.
Q. You have access to that?
A. Yeah.
Q. When he lost the phone, did you deactivate the account?
A. Of course.
Q. Did you charge him for the phone?
A. Are you kidding?

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Q. I'm just asking, sir.
A. Yeah.
Q. You ended up letting him go because of that, did I understand that?
A. Among other things.
Q. And what were the other things?
A. Irresponsibility.
Q. Such as?
A. Losing tools.
Q. Did you personally ever utilize that other phone?
A. No. It was strictly for him.
Q. Did you actually obtain it in order to give it to Mr. Kain?
A. No. I had it. It was an old phone.
Q. Okay. Did you personally ever at any point in time utilize that phone?
A. No.
Q. Okay. Did you ever -- and, therefore, you would not have been -- under any circumstance communicated with

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Mr. Sherman through that phone?
A. That phone was set up for my phone number that I gave you.
Q. Okay.
A. So when I got a new phone, it transferred over to the new phone.
Q. Okay. And then the old iPhone was given a new number, and that's the phone that you gave to Mr. Kain and that he lost?
A. Correct.
Q. When was it that you obtained your new phone?
A. Oh, three, four years ago.
Q. Is there a particular store that you went to in order to get the new phone and get the phone switched?
A. I think I ordered it online.
Q. Okay. What's the brand of your current phone?
A. It's an iPhone 5, I think, 5S or something like that.
Q. And so did you at any point go to an Apple Store for assistance in getting the number switched?

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A. Yeah. Yeah, I did go to the Apple Store.
Q. Would that be the one at Legacy?
A. Yes -- no. Actually was it Legacy? Yes, it was at Legacy.
Q. And so given that you had originally had the old iPhone and that had your current number on it, you would have at some point communicated with Mr. Sherman on that phone?
A. Perhaps, yeah. I mean, five years, four or five years, yeah. But, I mean, I wiped the phone out when I gave him the phone.
Q. All right. Are there any other phones that you have owned or operated in the last 10 years other than what you've told me about?
A. No.
Q. Are there any other business entities that you're in any way affiliated with --
A. No.
Q. -- other than what you've

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told me about?
A. No.
Q. Did Mr. Sherman ever make any statements to you that in any way led you to believe that he was utilizing funds of the family without the knowledge or permission of Aliza Sherman?
A. No.
Q. If, in fact, you had become aware of some circumstance like that, what would you have done?
A. Probably nothing. It's not my business.
Q. Did you have an understanding as between Mr. Sherman and Mrs. Sherman who managed the household finances?
A. No.
Q. Are you familiar with an entity known as GHT Wellness Center in Florida?
A. No.
Q. Have you ever heard that before?
A. No.

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Q. Did you ever observe Mr. Sherman acting inappropriately as it relates to Aliza Sherman between 2000 and 2010 in your presence?
A. No.
Q. You never observed him raising his voice to her or yelling at her, anything like that?
A. No.
Q. Did Mr. Sherman ever discuss with you the potential resolution of the financial issues that were part of the divorce case?
A. No.
Q. Have you at any point in time read the complaint that Jennifer Sherman as co-executor has filed against Sanford Sherman --
A. No.
Q. -- in the Common Pleas case?
A. No.
Q. Do you have any awareness as to the allegations that are set forth in that document?
A. Not really.

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Q. Okay. What do you know or understand to be the nature of the dispute?
A. What was in the paper. And I didn't even read that.
Q. By the paper, you mean the newspaper?
A. Yes.
MR. WINTER: Okay. Counsel, the area that we would proffer to get into is the very area that you objected to. And so at this point what I recommend is that we briefly go off the record, and we will convene a call with the judge on this.
I will note for the record that we do not agree with the contention that the judge limited discovery to only financial matters. But nonetheless, at this time the details of the marriage as characterized by the witness of being unhappy and stressful is an area that we intend to get into. And we understand that you desire to call the court at this juncture, is that correct?

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MR. GREEN: Yeah. I think his August 22nd order is crystal clear. It says limited to financial issues. Any issues, call the court.
MR. WINTER: Okay. Let's go off the record for just a few moments.
THE VIDEOGRAPHER: We are off the record at 11:18 p.m.
(Recess had.)
THE VIDEOGRAPHER: We are back on the record at 11:22 a.m.
Q. Mr. Keller, Mr. Sherman's phone number that you communicate with him at, what is that?
A. Do you want me to look it up?
Q. Yes.
A. 216-789-6543.
Q. Have you ever communicated with Mr. Sherman at any different number?
A. No.
Q. And you're certain of that?
A. Pretty sure, yeah.
Q. How many cell phones does

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Mr. Sherman have to your knowledge?
A. I don't know.
Q. Have you ever known him to have more than one?
A. Yes. He did have another one at one time.
Q. Describe what the two phones you saw looked like?
A. Oh, I don't know. It's been years. I don't recall.
Q. So you recall him having two at one time?
A. Yeah.
Q. Correct?
A. Yeah.
Q. And what did you understand to be the distinction between the two? Why did he have two, if you know?
A. Maybe one for his business and one for personal. I don't really recall.
Q. Do you recall if they were Blackberry, iPhone?
A. I really can't honestly answer that.

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Q. What do you understand to be his current phone?
A. I don't know.
Q. Now, coming back, you indicated that you had gotten a call the day after Aliza had been killed.
Did you have any contact with Mr. Sherman on the day of her death?
A. I don't think so. I could look it up.
Q. Under what circumstance would you have been having contact with Mr. Sherman that weekend?
A. Just friendly, you know, back and forth.
Q. Okay.
A. We didn't text that often.
Q. Okay. Would you have talked on the phone or texted?
A. Could have talked on the phone. I don't recall.
Q. Okay. Do you have any recollection of a telephone call with Mr. Sherman on the day that Aliza was murdered?

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A. No.
Q. Is that something that you would remember?
A. I could look it up.
Q. Okay. Are you able to look it up now?
A. I don't know. I'll try.
Q. Okay.
A. So how do you do this?
I don't think it goes back that far.
Q. Have you done anything to delete any entries from your phone?
A. No. No.
Q. While you have your phone out, you mentioned a couple texts that you had recently with Mr. Sherman. Why don't we go ahead and have you turn to those.
A. Okay.
MR. WINTER: And, counsel, I propose that we simply have them read into the record. But obviously we want to make sure that everybody in the room has an opportunity to view them, so that

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as they're read into the record that they're accurate.
Also I suspect the witness could probably e-mail them or forward them somehow, as well. And we can deal with the witness later on that issue, so that we have an actual printout of it.
But once we have them, if it meets with your approval, one of us can simply read them into the record.
MR. GREEN: I'd like the opportunity to view them first. If they're not involving any financial issues, we'll lodge the same objection.
MR. WINTER: Well, you'll recall this had to deal with his preparation for this deposition, communication since he received the subpoena. And so that would be certainly within the scope of permissible questioning.
A. Okay. What would you like me to do?
Q. May I see your phone?
A. Sure.
Q. Thank you.

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A. Well, I would object to you taking my phone out of this room.
Q. Oh, I'm not. I just want to let the other lawyers have an opportunity to --
THE VIDEOGRAPHER: Do you want to go off the record?
MR. WINTER: Yeah.
THE WITNESS: I could simply read it to you.
MR. GREEN: I'll just take his word first.
MR. WINTER: Yeah. Actually let's go ahead and go off the record for a minute.
THE VIDEOGRAPHER: We are off the record at 11:27 a.m.
(Recess had.)
THE VIDEOGRAPHER: We are back on the record at 11:28 a.m.
Q. Mr. Keller, you just had an opportunity to share with us a text message string from it appears October 15th, is that correct, with Mr. Sherman?
A. I'll go back to it.

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Q. Yes. And please keep that out, because we're going to have you read that into the record.
A. Okay.
Okay.
Q. Okay. And that string is from October 15th, is that correct?
A. Correct.
Q. And that would have been the day after you received the subpoena, is that right?
A. Correct.
Q. And you told us about that dialogue earlier.
Would you please go ahead and read the full language of that entire e-mail chain from the 15th.
A. Okay.
Q. Or text message chain from the 15th.
A. So I took a picture of the subpoena, and I sent it to him. And then I captioned it with WTF with question marks, why they want to depose me.

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And I said, this is a Chiilul Hashem to disrespect the teachings of Torah to honor thy parents, to have money skew the basic foundation and indoctrination of our Jewish faith is a shonda.
Instead of pulling together and reaching closer to family in a tragic nightmare, which has affected all of us, our community, to have money and greed divide, where is the Yiddishkeit. This to come from your own children is equal to the grief we all share for the tragedy of Aliza. I'm sorry, buddy, I just don't and can't understand such behavior.
Q. Is that the full extent of the dialogue from the 15th --
A. Yes.
Q. -- between you and Sanford?
A. Yes.
Q. Was there any subsequent communication with Sanford?
A. No. Just trying to get together.

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Q. Okay. What date was that?
A. Do you have a tissue?
Q. Sure.
MR. FRIED: I'll grab one.
A. Sorry.
Q. It's okay. If you'd like to take a break, we can.
A. I just need a tissue.
So you want me to read the rest of them?
Q. Yes.
A. From what date?
Q. After October 15th.
A. After October 15th.
Okay. He tried to communicate on October 21st, which I missed the text.
Q. What did he say?
A. He said six minutes. And Wednesday, November 5th, 12 minutes.
And I said, can't tonight, bud.
And then Wednesday, November 5th, after visiting your mom a few weeks ago, I forgot to mention something when my mom died. May she rest in peace. Your mom told me that since I don't have a

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mother anymore, she will now be my mother. That was probably the nicest comforting comment ever made to me. You are blessed to still have her and her Bernie. Abegazint. Thank you.

Q. That was Sanford writing to you?

A. Correct.

Q. When he indicated six minutes and 12 minutes, what did you understand that to mean?

A. That was just something we made up if we wanted to go out together. I'll pick you up in six minutes. I'll pick you up in 12 minutes, things of that nature.

Q. So those numbers are numbers that you utilized before in discussions?

A. Yeah. Yeah.

Q. Okay. And you understood that to mean that he wanted to talk?

A. Yeah, to go out and go talk, have a drink or something.

Q. Okay. Now, earlier you told us there had been some other

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communications prior to October 15th with Mr. Sherman?

A. Yeah.

Q. And so there is a string of text messages before October 15th on your phone, is that correct?

A. Yeah.

Q. How far back do those go?

A. Oh, let's see.

Q. Let me ask you this question. Have you done anything to delete any text messages between you and Mr. Sherman?

A. No.

Q. And so you would be able to forward in some fashion, if you knew how to do it, from your phone all of the text messages that have taken place from that phone between you and Mr. Sherman?

A. Sure.

Q. Okay.

A. It goes back to September 22nd, 2013.

Q. Okay.

A. Okay.

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Q. Was it the case that the first awareness that you had of Aliza's death was when you received the call from Mr. Sherman?

A. I'm sorry?

Q. Was the first time that you became aware of Aliza's murder --

A. Yes.

Q. -- when you received the call on the 25th from Mr. Sherman?

A. Yes.

Q. Okay.

MR. WINTER: Okay. Off the record.

THE VIDEOGRAPHER: We are off the record at 11:34 a.m.

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(Thereupon, Plaintiff's Exhibit-3 was marked for identification.)

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THE VIDEOGRAPHER: We are back on the record at 11:55 a.m.

Q. Mr. Keller, you've been handed what's been marked for purposes of this deposition as Exhibit 3. And

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on its face it purports to be a complaint filed in the Common Pleas Court here in Cuyahoga County by Morris Dorfsman. The complaint itself runs four pages. And then there is a memorandum attached to the back of it.

For now my questioning will relate to the complaint only. Did you have an opportunity to review that as it was just set in front of you?

A. I mean, briefly. I didn't read the whole thing.

Q. Okay. Why don't you go ahead and take a couple of minutes to read through that brief complaint. And then I have some questions for you based on your testimony earlier that you were deposed in that case.

A. Okay. Okay.

Q. Okay. Thank you, sir. Referring to numbered paragraph 4, it's alleged in this document that on several occasions the defendant sought out and made vulgar and suggestive comments to an exotic dancer known to be a friend

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of the plaintiff's family.
Does that refresh your recollection at all as to the line of questioning that you encountered during the course of your deposition in the Morris Dorfsman lawsuit?
MR. GREEN: Objection.
A. I don't quite understand what you're asking.
Q. Sure. Does the -- do the allegations relating to an exotic dancer that are contained in this document, do they at all refresh your recollection as to the questioning or the issues that were at hand during the course of your deposition in that case?
MR. GREEN: Objection.
A. I am reading it. I don't recall exactly what that was. But I'm assuming that's what it is, yeah.
Q. Do you recall being asked questions about contact with an exotic dancer during that deposition?
MR. GREEN: Objection.
A. I don't know. I might have.

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I really don't have a recollection. This was back in 08.
Q. And so you don't -- you don't recall one way or another whether you were asked questions --
A. I most likely --
Q. Hold on, sir. Let me finish --
A. Yeah.
Q. -- the question, please.
A. Sure.
Q. You don't recall as you sit here today under oath one way or another whether you were asked questions when you were deposed in the Morris Dorfsman lawsuit about an exotic dancer?
A. I don't remember specific questions, no.
Q. Okay. What generally do you remember that was discussed?
A. I remember there was --
Q. Hold on, sir.
A. Yes.
Q. Let me finish the question, please.

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A. Sure.
Q. What generally do you remember about questions concerning an exotic dancer during your deposition?
MR. GREEN: Objection.
A. I don't recall any questions regarding exotic dancers.
Q. What do you remember being asked?
A. Identity, defamation of character.
Q. Okay. And what do you mean by that?
A. Allegedly Mr. Dorfsman, if I recall, accused Mr. Sherman, Dr. Sherman, that he used his name.
Q. Okay. And in what context did he allege he used his name?
A. In one of those clubs.
Q. And by these clubs, you're referring to what?
MR. GREEN: Objection.
A. Gentlemen's clubs.
MR. GREEN: Okay. We're going to have the same problem here. I'm

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going to start instructing the witness not to answer.
You're in clear violation of the court's order. The order on August 22nd says financial issues only. This has nothing --
MR. WINTER: Counsel, this --
MR. GREEN: -- to do with a financial issue.
MR. WINTER: Counsel, this is absolutely a financial issue. This happened during the relevant span of time.
MR. GREEN: What's the financial issue?
MR. WINTER: And any funds that were utilized conceivably and may very well be funds that belonged to Aliza Sherman that were taken by Sanford.
MR. GREEN: So ask him the questions about the funds.
MR. WINTER: I'm going to get there. I'm going to ask the questions the way I want to, counsel, in the order -- in the order that I want to

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ask them.
So I know your objection. But that's -- this is clearly at issue in this case.
MR. GREEN: He's going to start getting instruction from me not to answer. And we'll let the judge handle it.
MR. FRIED: And are you representing this witness?
MR. GREEN: No. But you're violating the court order.
MR. FRIED: Fine.
MR. WINTER: I'll continue. We'll take it question by question.
Q. Sir, between 2000 and 2010, did you ever have occasion to attend a gentlemen's club with Sanford Sherman?
A. Yes.
Q. On how many occasions?
A. I don't recall.
Q. Was it more or fewer than 10?
A. I don't recall.
Q. Which clubs do you recall

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attending with him?
A. There was one downtown in the Flats.
Q. What was the name of that club?
A. I don't recall.
Q. What other clubs did you attend with him?
A. That's about it.
Q. When you say that's about it, it suggests that there may be others. What are those others?
A. There were several clubs downtown --
Q. Okay.
A. -- in the Flats.
Q. Several?
A. Yes.
Q. There's a club that's referred to as Christie's.
A. Yes.
Q. Did you attend Christie's with Mr. Sherman?
A. Yes, Christie's, correct.
Q. How many times between 2000

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and 2010 did you attend Christie's with Sanford Sherman?
A. I don't know.
Q. More than 10?
A. Perhaps. I don't recall.
Q. More than 20?
A. No.
Q. Somewhere between 10 and 20?
A. Maybe.
Q. What other clubs in the Flats did you attend during that time frame with Mr. Sherman?
A. I don't recall the names. But I do remember that there were two or three.
Q. Two or three others or two or three counting Christie's?
A. Three counting Christie's.
Q. And these were all in the Flats area?
A. Yes.
Q. When you would attend with him -- well, let me back up.
Of the other two that the names you can't recall today, how many times

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between 2000 and 2010 did you attend each of those with Mr. Sherman?
A. I don't recall specifically.
Q. More than 10?
A. Perhaps.
Q. More than 20?
A. No.
Q. And was that for each club or for those other two combined?
A. You know, I really don't recall.
Q. Is it the case of your best estimate as to the number of times that you attended a gentleman's club with Mr. Sherman between the years 2000 and 2010 as somewhere between 20 and 40 times?
A. No, I don't think it's that many.
Q. What is your -- what number would you suggest?
A. I can't give you a number, because I don't recall.
Q. Okay. When you would attend with Mr. Sherman, did anyone else ever attend with you?

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A. Yes.
Q. Who?
A. A few guys from the poker club.
Q. Who were those individuals?
A. I mentioned them before.
Q. Okay. Mr. Weiskopf?
A. Yes.
Q. Mr. Dorfsman?
A. Yes, I think so. Could be.
Q. Mr. Rosenberg?
A. No.
Q. Steve Green?
A. I don't recall. Yeah, maybe Steve Green.
Q. Who are the other members of the poker club that you recall seeing at the strip club when you and Sanford were there?
A. You know, I don't recall if Sanford was there or not. But it was usually the guys from the poker club that went.
There was his friend, the podiatrist. I don't remember what his

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name was. And there was Aliza's brother came on occasion.
Q. Which brother?
A. I think it was Steve.
Right, Steve?
Q. Ed or Harry?
A. Harry. Sorry. Harry.
Q. Did Mr. Sherman's brother Steve ever attend?
A. Maybe once or twice.
Hardly.
Q. Did -- to your knowledge did Aliza Sherman know that Mr. Sherman was attending these establishments?
A. Most likely.
Q. Most likely she knew?
A. She knew, sure.
Q. What leads you to believe that?
A. We weren't hiding the fact. It's not -- it's not a secret.
Q. Did you ever discuss at any point in time the fact that Mr. Sherman had attended gentlemen's clubs with Aliza?

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A. No.
Q. Did Mr. Sherman or anyone else ever mention in Aliza Sherman's presence that he had done that?
A. No.
Q. And so it would be pure conjecture on your part that Ms. Sherman was aware of that, correct?
A. You're right. I don't know.
Q. Did you share it with your wife?
A. Sure.
Q. Okay. When you would be present at these clubs with Mr. Sherman, describe for me his spending habits?
A. I don't recall that.
Q. What would Mr. Sherman spend money on at these clubs?
A. Drinks, food.
Q. Drinks and food?
A. Uh-huh.
Q. Anything else?
A. Not to my recollection.
Q. So other than food and drinks, you don't recall Sanford Sherman

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in your presence at these gentlemen's clubs spending money on anything else?
A. That is correct.
Q. Okay. So your testimony under oath is, you never observed Sanford Sherman spending money on dances from dancers in any way at these clubs?
A. Not that I could recall.
Q. Did you spend money on dances during these visits?
A. I did not.
Q. Did you ever witness Mr. Sherman speaking with dancers at these clubs?
A. Yes, of course.
Q. Okay. And did Mr. Sherman exhibit some level of familiarity with certain dancers?
A. I don't know offhand.
Q. Did you ever see Mr. Sherman interacting with the same dancer on more than one visit?
A. I don't recall that.
Q. Do you recall Mr. Sherman ever interacting with a dancer named

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Lindsay Rosen?
A. No.
That's where Lindsay Rosen came from? I see.
Q. When Mr. Sherman would attend these clubs with you, how would he pay for the food and drinks that you indicated you witnessed him purchasing?
A. Cash, credit card. I don't recall.
Q. Do you recall witnessing him utilizing a credit card?
A. You know, I really don't know. It's been a long time.
Q. How would you pay?
A. Cash, credit card.
Q. Did you ever withdraw money at an ATM, if they had such things, at those establishments?
A. No.
Q. And so your testimony is that in all of these visits with Mr. Sherman, neither you nor he as far as you were aware ever purchased any sort of dance from a dancer, is that correct?

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A. Not that I could recall. I'm sure there must have been an occasion, but I don't recall exactly.
Q. Okay. You're not -- you're not disputing the fact that Mr. Sherman, in fact, purchased dances, you just don't recall, is that your testimony?
A. I don't recall specifically to give you an honest answer. I can only assume.
Q. And you assume why?
A. Because that's the nature of the club.
Q. That's why men go to gentlemen's clubs is to get dances?
A. Some men go for different reasons.
Q. In this instance when -- in these instances when you would go with Mr. Sherman, it would be with an understanding that you were going to get dances?
MR. GREEN: Objection.
Q. Correct?
A. Not necessarily.

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Q. Okay. You do remember that being discussed at least once or twice --
A. No.
Q. -- prior to going?
A. No, I don't.
Q. You don't?
A. No.
Q. You were going for the food and the drink?
A. And the environment.
Q. Okay. What about the environment?
A. It was discreet.
Q. And what value did you and Mr. Sherman place on having a discreet environment?
A. No value. We could have gone anywhere, which we did. On occasion we would go to gentlemen's clubs.
Q. Okay. So there was no difference in that regard between going to a steakhouse or going to a gentlemen's club?

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A. Correct.
Q. This complaint alleges that Mr. Sherman communicated that he wished to engage in sexual activity? Did --
MR. GREEN: Objection. The complaint is against a John Doe.
Q. Well, sir, you know that ultimately this complaint was amended to identify Mr. Sherman as the defendant, correct?
A. I didn't know why I was going to this deposition. And I did not discuss this with Mr. Sherman. I showed up to the deposition and saw Mr. Dorfsman there.
Q. You're aware ultimately that the complaint was amended to identify Mr. Sherman as the defendant, correct?
A. I suppose I was, sure.
Q. Did you ever witness Mr. Sherman communicate with any of the dancers at these establishments in a way that suggested that he wished to engage in sexual activity with them?
MR. GREEN: Objection.

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A. Not to my recollection.
Q. Does that mean that could have happened, you just don't remember?
A. I don't think it did.
Q. But it could have?
MR. GREEN: Objection.
A. I don't know.
Q. There's a suggestion that there was a threat to harm, to kill one of the dancer's fathers.
MR. GREEN: Objection.
Q. Is -- do you recall witnessing any sort of threats being made by Mr. Sherman?
A. No.
MR. GREEN: Objection.
A. That never happened.
Q. After your deposition in this case, your testimony is that you never once discussed the nature of this lawsuit or your deposition with Sanford Sherman?
MR. GREEN: Objection.
A. I'm sorry. What was the question?

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Q. Sure. Your testimony is that following your deposition in the Morris Dorfsman lawsuit, that never did you discuss with Sanford Sherman the allegations that were being made or why you would have been deposed?
MR. GREEN: Objection.
A. Before or after the deposition?
Q. Either.
MR. GREEN: Objection.
A. I don't know.
Q. He was your friend?
A. Uh-huh. Still is.
Q. And you were deposed in a case with these allegations?
A. I didn't know the nature of the allegations or what it was all about. It really meant nothing.
Q. You talked to him at some point though, didn't you, about the deposition?
A. I must have, sure.
Q. Okay.
A. I just don't recall what the

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discussions were.
Q. And you don't recall what he told you?
A. No.
Q. He never offered you any explanation as to what the case was about?
MR. GREEN: Objection.
A. I think it was just an extortion where Morris just wanted some money.
Q. Tell me why you say that?
A. Well, Sandy was a very generous guy. And he gave Morris money when he needed it. When the money dried up, he didn't give him any more money, this happened.
Q. How do you know that Mr. Sherman gave Mr. Dorfsman money?
A. He told me.
Q. Sanford?
A. Uh-huh.
Q. What specifically did Sanford tell you about money that he had given to Morris Dorfsman?

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A. It wasn't specifics. It was just when Morris needed it, at the time of need he would give him money. Sandy gave money to a lot of his family members.
Q. Did Mr. Sherman ever suggest to you an amount that he gave Mr. Dorfsman?
A. I don't recall.
Q. Did he ever tell you the time frame within which he gave money to Mr. Dorfsman?
A. You know, I really don't recall these things. I don't know.
Q. Did he ever indicate to you that money that was given to Mr. Dorfsman was intended to cause Mr. Dorfsman to drop this lawsuit or to cover up the allegations that were being made?
A. I don't know.
Q. Who are the other individuals that Mr. Sherman told you that he gave money to?
A. To Aliza's brothers.

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Q. To one or more than one?
A. I don't recall.
Q. And what did he tell you specifically in that regard about the amount or the timing of the money?
A. I don't recall. It was just conversation. It didn't much matter.
Q. Why would Mr. Sherman share with you the nature of money that he may have given to family members?
A. Dr. Sherman liked to vent his frustration with his life. And I was a good sounding board for him.
Q. Okay. And so in what context of venting frustration did the topic of giving money to Ms. Sherman -- Mrs. Sherman's brothers come up?
A. Just in conversation.
Q. Well, tell me what you remember about that?
A. I don't really recall exact specifics, so I can't comment on that. I'm just telling you that that was the nature of our conversations.
Q. Mr. Sherman was frustrated?

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A. Sometimes he would be frustrated.
Q. Why?
A. I don't know. You'd have to ask Mr. -- Dr. Sherman.
Q. Did he ever suggest to you a reason why he was frustrated?
A. I don't know.
Q. Did it come from issues relating to money?
A. It could have been money. It could have been other things, happiness. It could have been a lot of personal issues.
Q. Did you understand Mr. Sherman between 2000 and 2010 to be under financial pressure?
A. No.
Q. Did you understand him during that window to be unhappy?
A. We're all unhappy and happy. That's just human nature.
Q. As it relates to Sanford Sherman during that time frame, what was it that led you to believe that he was

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at least partially unhappy?
A. I think he was disappointed in his marriage and in the way people appreciated him.
Q. When was the first time that Sanford Sherman ever suggested to you that he was disappointed or unhappy in his marriage?
A. I don't recall.
Q. Can you tell me the decade that that occurred during?
A. Between 2000 and 2010 maybe. I'm guessing.
Q. And what specifically do you recall him telling you as to why he was disappointed?
MR. GREEN: Objection. It's the same question we decided we're going to call the judge on.
A. I really don't recall.
MR. GREEN: Objection. Don't answer the question until we talk to the court.
THE WITNESS: Okay.
Q. Coming back to the Morris

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Dorfsman complaint. Did you ever learn that Mr. Sherman had engaged in an extramarital affair?
A. No.
MR. GREEN: Objection.
MR. WINTER: Off the record.
THE VIDEOGRAPHER: We are off the record at 12:16 p.m.
(Recess had.)
THE VIDEOGRAPHER: We are back on the record at 12:32 p.m.
Q. Mr. Keller, did there come a point in time when Sanford Sherman approached you to assist in trying to resolve the financial aspect of the divorce?
A. I'm not sure it was financial aspect, but it was to find a resolution.
Q. Share with me the first time that you had contact with Mr. Sherman in that regard?
A. I don't remember the exact time.
I met with him and his brother.

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And they asked me to try to assist to try to persuade Aliza to come to some resolution, because the attorneys were taking all their money.

Q. And by brother, are you referring to Steve Sherman?

A. Yes.

Q. Did you know Steve Sherman before that date?

A. Yes.

Q. For how long had you known Steve Sherman?

A. I don't recall.

Q. Years?

A. Yeah.

Q. Where did this meeting take place?

A. I don't recall. At a hotel.

Q. Do you remember which hotel?

A. No. Probably around Chagrin, Beachwood area.

Q. How long did the meeting last?

A. Oh, 15 minutes, half hour.

Q. Did you understand what the

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nature of the discussion would be before you arrived?

A. No.

Q. You were simply asked to meet them?

A. Yes.

Q. And you've described what they requested your assistance with. What specifically do you recall Sanford Sherman saying in that regard?

A. Only that we -- that I've been a family friend. And, you know, that I liked them both equally. And that's about it. I don't recall.

Q. Were you surprised that Sanford was invoking your assistance as it relates to this issue?

A. I mean, surprised, no.

Q. You were good friends?

A. Yeah. Family friend.

Q. What specific -- well, let me ask a different question. Did you agree to assist in that regard?

A. I didn't specifically agree. I said that I would try to help out,

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because it was a terrible situation that a family should break up like that.

Q. Were you provided with any guidance by Mr. Sherman or his brother concerning the parameters of an acceptable resolution?

A. I don't recall that, no.

Q. Did you inquire about what the objective was in terms of a resolution?

A. I mean, it was obvious, you know, they didn't want to go through the process and spend all the money. And they felt that there was a logical way to do this and perhaps come to some resolution.

Q. And what logical resolution had they proposed to you?

A. They didn't propose any logical resolution.

Q. During that meeting there was no discussion of the specific parameters of a settlement?

A. No, not that I recall.

Q. How were things left at that

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meeting?

A. We were friendly. I said I would do the best I could, and, you know, see what comes out of it.

Q. Was there any specific course of action that was agreed upon? In other words, were they going to provide you with a proposal that you would take --

A. No.

Q. -- to Aliza?

A. No.

Q. Did you understand that you were going to engage with Aliza at that time about the divorce?

A. Naturally, sure.

Q. Okay. And did you, in fact, make contact with her shortly after that meeting?

A. I did.

Q. Do you recall when it is that you first had contact with her?

A. I was asked this question by the detectives. And I tried looking it up through some of my computer systems.

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I think I did find a letter. I don't recall the exact date.
Can I produce that again? Probably.
Q. Do you remember the month and year?
A. No.
Q. Describe for me your interaction with Aliza that first time that you contacted her after the meeting with Steve and Sanford?
A. You know, I could probably pull the letter up for you and give you exact what happened. I really don't recall.
Q. Okay.
A. It was probably friendly. You know, I probably wanted to engage in a conversation face to face with her.
Q. Describe this letter for me? This is a letter from you to her?
A. Yes.
Q. And you sent this to her in advance of the meeting --
A. Yes.

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Q. -- to request a meeting?
A. Correct.
Q. In response to that letter, did you actually make contact with her?
A. Well, she e-mailed, she replied.
Q. Okay.
A. Sure.
Q. And was there eventually a discussion or a meeting between you and she?
A. There was never a meeting.
Q. Okay. Did you talk on the phone?
A. No.
Q. Was your communication solely by e-mail?
A. Yes.
Q. Describe for me the nature of your communications with her by e-mail?
A. Basically, you know, our friendship, the children, how we grew up, you know, the common Holocaust survivor parents. You know, it was

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emotional and trying to come to some resolution, so that everybody walks away with the least amount of damage.
Q. Were there specific monetary terms --
A. No.
Q. -- that were being discussed?
A. No.
Q. So what was it that you were trying to accomplish?
A. I was trying to accomplish both of them coming to the table and trying to find out what it is that both of them wanted. And I think we established that.
Q. Okay. What was it that Sanford wanted?
A. Sanford just wanted peace and so did she.
Q. Once you established in your own mind that they both wanted peace, did you engage in any further discussions aimed at determining the precise terms of a divorce settlement?

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A. I don't recall if there were specifics. I did know of the -- of the value of the assets. And I tried to get them to just split it evenly and amicably and just move on with their lives.
Q. What did you understand at that time to be the value of the assets?
A. I don't recall. But I think it was written down in one of my e-mails to her. I don't recall. But it was a few million.
Q. What did you do in order to determine the value of the assets?
A. I think I was told that or I was shown that or something. I don't recall exactly.
Q. By whom?
A. I think by Sandy.
Q. Did you take any steps to confirm that independently or did you simply utilize the number that Sanford provided?
A. No. I just assumed that

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that was correct.
Q. Ultimately was any sort of written proposal presented to Aliza?
A. So, yes, I think there was.
Q. How many times was a different proposal presented to her?
A. You know, it was a strange situation. I recall that Aliza agreed to a -- to a resolution. She basically just told me what she wanted. And then I told Sandy what she wanted. And he agreed to what she wanted. And I thought, wow, this is -- this might work out.
And then Sandy turned. He said -- I said, look, I have this document or I have an agreement. I don't recall if I actually had it. And I said, why don't you guys both sign it, and let's go present it to the attorneys and get this thing over with.
And Sandy said, have her put it under my door. Or I'll take it and put it under her door for her signature.
And then I got upset. You know,

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because I worked at this for some time. I put my effort into it. And then he decided to take control and do something else.
Q. Okay. And when you say he wanted to take it and put it under her door, how did you interpret that?
A. Well, they were living in the same house. She had her space. He had his space. And I just thought that was kind of weird.
Q. And specifically why is it that his actions or comments upset you? Help me understand?
A. Well, he came to me. We had a meeting. He asked me to do something for him. I spent time, effort. I put my heart into it. I wanted to really get this done.
And then, you know, you get -- you get to that point, and it just didn't happen.
Q. What was it that Aliza agreed to in terms of the resolution of the estate?

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A. I don't recall exact. But I can tell you over general, it was to take care of the children and their college education, whoever was left to go through that process. To give her a monthly stipend.
I don't recall that exactly. But, I mean, I could pull up the document maybe and take a look at it if I still have it.
Q. So whatever the agreement is as you understood it would be memorialized in that document?
A. I think so.
Q. Did you meet with Aliza to go over the terms in person or did you send it to her?
A. No. This was only through e-mail. She would never meet face to face.
Q. And you sent her the document to review?
A. I think I sent her an itemized list. Of what, you know, I don't recall exactly.

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Q. Was there one or more than one agreements, draft agreements that you sent to her?
A. I don't recall.
Q. Did you ever have any discussions with Aliza as part of this negotiation about whether Sanford had been utilizing family funds, for instance, at the gentlemen's clubs?
A. No. That -- I don't think that ever came up.
Q. Did you ever discuss with her any issue relating to the Morris Dorfsman lawsuit or any settlement of the Morris Dorfsman lawsuit?
A. No. It was trivial.
Q. Do you have any reason to believe that Aliza had any knowledge of the Morris Dorfsman lawsuit?
A. I don't. I don't know.
Q. Did you ever discuss it with her?
A. No.
Q. Did you ever have any discussions with Aliza concerning any

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Merrill Lynch account?
A. I don't recall.
Q. Did you ever become aware of the existence of a Merrill Lynch account?
A. I don't specifically know the specific accounts. I did have a general idea of the total assets.
Q. Were you aware that there had been a forensic accounting done during the course of the divorce?
A. I don't know.
Q. Do you know what a forensic accounting is?
A. An itemized detailed list.
Q. Do you recall having any discussions with Aliza concerning any accounting that had been done of the assets that demonstrated that the value was not necessarily what Sanford had presented to you?
A. No, I don't think that ever was.
Q. Do you recall Aliza ever contesting the amount that had been

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suggested by Sanford as the value of the marital estate?
A. I really don't recall that.
Q. Okay. Did you yourself ever reach out to any of the accountants that had been utilized in the divorce case?
A. No.
Q. From your testimony, Mr. Keller, it appears that your sincere desire was to ensure that a fair resolution of the divorce was reached, is that correct?
A. Correct.
Q. And in so doing, when you were discussing the marital estate with Sanford, did you have any discussions about what his spending habits were?
A. No.
Q. Did you ever have any discussions concerning the types of holdings and investments and accounts that existed?
A. We spoke of stocks --
Q. And what did he --
A. -- on occasion.

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Q. What did he tell you concerning stocks?
A. You know, I don't recall. There were lots of conversations about stocks and what -- you know, he was day trading. And he, you know -- I don't know what he was doing after he retired.
But we didn't really specifically talk about, you know, accounts and moneys, you know, total moneys or anything like that.
Q. Did he ever mention to you that an account had been opened in Aliza's name by him?
A. I don't recall that.
Q. In terms of the day trading activities that you described, did you ever have an understanding as to whether his day trading was presenting a profit or a loss?
A. No, I don't know.
Q. Okay.
A. On occasion he would mention that he did real well today. And, you know, if we went out, he said, oh, I

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did well today or I got killed today, you know, things of that nature.
Q. How often would he identify that he got killed that day?
A. I have no idea.
Q. Was it common?
A. Not really.
Q. During the economic downturn that began in 2008, do you recall Sanford indicating to you that he was having a rough time in terms of his investments and day trading?
A. I'm sure he did. I don't recall that specifically.
Q. Do you recall him indicating that there was any particular course of action that he would need to undertake as it relates to trying to remedy those losses?
A. No.
Q. When was the first time that you learned that there was a suggestion that the value that had been presented by Sanford of the estate was not accurate?

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A. Oh, I have no idea if it was accurate or not.
Q. When was the first time that you learned in any way of the suggestion that it was not?
A. I don't recall when. But I did -- I did put that in the e-mail to Aliza. And she didn't argue that point.
I think she did mention that, oh, great, now our entire finances are, you know, open or something to that effect.
Q. Okay.
A. That Sandy was sharing his -- you know, the finances with his friends.
Q. Okay. Describe Sanford's spending habits when you would interact with him? What would he spend money on?
A. He was a generous guy. You know, he'd go shopping. One time he went shopping, he bought a jacket. He bought me a jacket. He bought our friend a jacket, you know, things like that. He was just a generous person.

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Q. You indicated that he would give money to family members. You have no knowledge of the value of the money that he would give away?
A. No.
Q. Okay.
MR. WINTER: Let's go off the record for a minute.
THE VIDEOGRAPHER: We are off the record at 12:50 p.m.
(Recess had.)
THE VIDEOGRAPHER: We are back on the record at 12:56 p.m.
MR. WINTER: Mr. Keller, while we wait for the call back from the court, I'm going to pass to Mr. Cohan who has some questions.
THE WITNESS: Okay.
EXAMINATION OF LES KELLER
BY-MR.COHAN:
Q. Thank you. Mr. Keller, as I mentioned before, my name is Mike Cohan. I represent Joshua Sherman as co-executor of the Aliza Sherman Estate. I have just a few questions.

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You mentioned you had two children, correct?
A. Correct.
Q. What are their names?
A. Andrew and Ryan.
Q. Was Andrew friendly with any particular one of the Sherman children?
A. I mean, they knew each other. They went to the same school. But I don't think they were, you know, close friends.
Q. And your other son, was he friendly with any particular one?
A. Not to my recollection.
Q. Did they go to the same school?
A. Yeah. Well, Beachwood High School.
But the kids went to Mizrachi. His kids went to Mizrachi. My kids went to Solomon Schechter.
Q. Do you have any knowledge of Aliza Sherman making any transfers of assets in the last few years of her marriage?

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A. No.
Q. Do you have any knowledge of any approximation of the value of jewelry that Sanford might have purchased for Aliza from you?
A. I don't know the exact value. I could probably look up what he bought.
He did most of his purchases in Florida.
Q. From someone else?
A. Yes.
Q. Do you have any idea whether Aliza Sherman had any valuable jewelry?
A. Any idea what?
Q. Say over $10,000 worth?
A. Of jewelry?
Q. Yes.
A. I really can't answer that question. I'm assuming that she did.
Q. Do you have any knowledge of what happened to any of her jewelry after her death?
A. No.
Q. Do you know if Sanford or

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Aliza ever gave money to Doris Czinn?
A. Doris Czinn, Aliza's mother?
Q. Yes.
A. I think Sandy mentioned that Aliza gave her mother some money. And he -- I mean, I didn't know. This is what he told me. That she put some money into her account.
Q. She being?
A. That Aliza put money into her mother's account.
Q. Her mother's account. Do you know if as a general matter if Sanford and Aliza supported Doris?
A. I don't know. But Sandy was a generous guy. And I wouldn't be surprised if he did.
Q. Do you have any knowledge of anyone holding any money or property or assets for Aliza?
A. No.
Q. Do you have any knowledge of any bank accounts that any of the Shermans had at Ohio Savings?
A. I think I saw that in the

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documents somewhere. But I don't recall exactly what that was.
Q. I believe you indicated you had attended Josh Sherman's wedding?
A. Yes.
Q. Did you attend his Bar Mitzvah, things like that?
A. I'm sure I did.
Q. Did you attend those same types of events for the daughters?
A. I believe so.
No. The wedding, no, Aliza's wedding.
Q. No. Jennifer's wedding, did you attend?
A. I mean, Jennifer's wedding, no, I wasn't there.
Q. Were you invited?
A. No.
Q. Do you consider Josh to be a good person?
A. He has a good heart.
Q. Do you think he's a responsible person?
A. Yes.

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Q. Are you aware of any facts related -- indicating that Joshua is somehow helping his father with this case that Jennifer filed?
A. I don't know about that.
Q. And you did not talk to Joshua about your deposition, correct?
A. No.
Q. And before today you've never met or spoken to me, correct?
A. Correct.
Q. Have you attended any of the Justice for Aliza events?
A. I have not.
MR. COHAN: That's all the questions I have. Thank you.
EXAMINATION OF LES KELLER BY-MR.FRIED:
Q. Mr. Keller, Adam Fried. I represent the co-executor in the removal proceedings.
MR. COHAN: Can I ask a question?
MR. FRIED: Yes.
MR. COHAN: What's going on?

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MR. FRIED: You just --
MR. COHAN: One lawyer, one witness.
MR. FRIED: Except we have two different subpoenas. And you had just asked questions regarding the removal proceeding. I'm the lead counsel in the removal proceeding. And I'm going to follow up with questions.
Q. Mr. Keller --
MR. COHAN: I'm going to object. But go ahead. I think it's one lawyer, one witness is the rule.
Q. The reason Sanford approached you in relation to the attempt to settle the divorce had to do with your equal love for both of them, Aliza and Sanford?
A. Sure.
Q. And in dealing with Aliza Sherman in the attempt to settle the case, you were provided certain documents and information, correct?
A. I don't recall if there were documents. There was some information,

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I believe. But I don't recall exactly what the sequence of events were.
Q. Were you told of any account statements or account assets that Sanford Sherman had?
A. I don't recall that.
Q. Well, I just want to understand. This is something that you took seriously, correct? You took seriously the issue of trying --
A. What I took seriously was trying to resolve an issue. I didn't take seriously or did I care about the assets.
Q. So you didn't care if Aliza was asked to accept less than she was entitled to receive, is that fair to say?
A. I don't think that the case. I think in my mind I wanted them to share equally.
They both grew together. They raised the family together. And now it's not working. Split everything equally and go on with your lives.

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Q. So what kind of documents were conveyed to you?
A. I don't recall.
Q. How were they conveyed?
A. I think Sandy must have given me some.
Q. Hand delivery?
A. E-mail, hand delivery. I don't recall.
Q. And do you possess those documents today?
A. I don't know.
Q. Would you have thrown them out?
A. I don't think so.
Q. So you would still have those documents, correct?
A. Maybe, maybe not. I -- I don't know.
Q. Aliza died on the 24th --
A. Uh-huh.
Q. -- right, of March? Yes?
A. Yes.
Q. And your communications regarding settlement started to occur

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how long before that?
A. I don't recall. As I mentioned before, I'd be happy to try to find that letter with the date on it.
Q. Well, are we talking about a year? Are we talking about two years?
A. Oh, yeah, it was quite -- quite a way before that.
Q. Okay. And during the discussions with Sanford, with Aiiza, whether they were via e-mail or in person, did anybody mention any safety deposit box that were opened in Sanford and Josh's name?
A. No. I have no -- no knowledge of that.
Q. No knowledge?
A. No.
Q. Did you know that Josh was not talking to his mother Aliza?
A. I knew that they were having issues.
Q. What were the issues and how did you know it?
A. Well, Sandy would tell me.

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Q. What did Sandy tell you?
A. He said that, you know, the kids are choosing sides. And --
Q. And whose side did Josh choose?
A. I don't really know. But it looked like it was Sandy, because, you know, I saw them together at times.
Q. Did you ever see him at the racetrack --
A. No.
Q. -- gambling?
A. No.
Q. You know Sandy gambled, right?
A. He's been to the racetrack.
Q. Did he use cash at the racetrack?
A. I have no idea.
Q. Well, have you ever seen him -- you've been to the racetrack with him, haven't you?
A. Once or twice.
Q. Once or twice?
A. Very rare.

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Q. Do you know of anybody to use a credit card at the racetrack?
A. I have no idea.
Q. Sandy was a wealthy man, didn't he tell you that?
A. I have no idea.
Q. He was generous, wasn't he?
A. He was.
Q. And where did that money come from that he used to shower on people?
A. Where money comes from is where you make it.
Q. Where -- and the answer to the question is you don't know, am I right?
A. Well, I can just assume that he made the money.
Q. He walked around with cash, didn't he?
A. He did.
Q. Lots of cash?
A. I don't know.
Q. You've never seen bank rolls?
A. I don't know what lots of

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cash means to you.
Q. All right. Did he ever walk around with several hundred dollars at a time?
A. I don't recall, sir. I have no idea.
Q. Did he keep his cash in a wallet or in a roll?
A. I have no idea.
Q. When you were at the strip club with him, did you ever see him pull out cash to give to a stripper?
A. I don't recall. And I have no idea about his cash.
Q. Okay. Were you there when the -- when Sandy -- were you ever present when Sanford Sherman was removed from a strip club? Did you ever see that?
A. No.
Q. You've never seen him get asked to leave a strip club?
A. No.
MR. COHAN: I'm going to object. These are -- this is the same area that

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your other lawyer already went over. I don't know how you can have two lawyers ask the same area of inquiry in the same deposition. I've never heard of such a thing.
Q. So did Josh invite Aliza to his wedding?
A. I think -- I think at the end he did, yes. Yes, he did.
Q. Did you ever talk to Aliza about it?
A. No.
Q. Were you at the wedding?
A. Whose wedding?
Q. At Josh's wedding?
A. Yes.
Q. And were there discussions about Aliza at that wedding?
A. No.
Q. Did Josh appear happy at that wedding?
A. Yes.
Q. Even though his mother wasn't there?
A. Yes.

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Q. When you approached Aliza about settlement, did she ever mention to you concern about Josh hiding money with Sanford?
A. No. I had no knowledge of that whatsoever.
Q. Did Sanford ever tell you he received a loan from his brother Steve?
A. No. No.
Q. Would that surprise you if he received a loan from his brother Steve?
A. Actually that you mentioned it, I do recall that he was having financial problems because the assets were frozen. And he couldn't get any money. So I think that would not surprise me now that I think about it, yes.
Q. Okay. Sanford was upset, wasn't he, that his assets were frozen?
A. I suppose anyone would be.
Q. Yeah. But, I mean, you know him, you were -- you were his friend. You've dealt with these issues. He

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approached you about the settlement.
So didn't you notice that he was upset about these issues?
MR. GREEN: Objection.
A. I don't recall him being -- you know, his emotional instability. But I suppose he was.
Q. Well, you mentioned that he would vent to you, right?
A. He would vent to anyone that would listen.
Q. And who are some of the any people besides you that he would vent to?
A. I gave you the list of names.
Q. When you use the term vent, what do you mean?
A. You know, talking, talking about their life.
Q. And when he vented to you, you paid attention, because it's important what he thinks and says?
A. No. I mean, I vented -- when he vented to me, I listened,

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because he was a friend. And I would expect him to do the same for me.
Q. And did he vent to you about Aliza?
A. Sure.
Q. And he also vented to you about the payment of moneys to attorneys for the divorce, right?
A. Of course.
Q. He was upset about the payment of moneys to attorneys?
A. Anyone is upset to pay an attorney, with all due respect.
Q. But he was mad, wasn't he?
A. Yeah -- well, no. No, he wasn't mad. He was just frustrated, I think, is more of the term I've used.
Q. Well, he wanted you to engage in the negotiations to settle the case to avoid the attorneys and the expenses --
A. Sure.
Q. -- correct?
A. What's wrong with that?
Q. And then after you received

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the opportunity, you thought you were going to get it settled, Sanford pulled out, right?
A. Yes.
Q. He pulled out because -- first of all, did you believe Aliza was being fair in what she was requesting?
A. I think they were -- I think it was a fair settlement, yeah.
Q. Aliza was --
MR. COHAN: I'm going to object. This is the same area that's already been gone into by your partner.
MR. FRIED: Okay.
Q. You identified in a question regarding -- that Mr. Cohan had asked about money in an account, that you had received a document?
A. I don't recall that exact, if there was a document or a piece of paper or something to that effect. But there was something, I don't recall exactly what it was.
Q. And that's one of those documents that you would potentially

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still have, correct?
A. I don't know if I have it. If I do have it, I probably have it in a box somewhere. But I'm not sure I have it.
Q. All right. You mentioned purchases in Florida for jewelry. How did you know that Sanford was purchasing jewelry in Florida?
A. He brought me things that he bought to check it out.
Q. Yeah. Things that had already been purchased?
A. Yes.
Q. Did he ever show you any gold coins?
A. Gold coins, no.
Q. Yeah. Did Sanford ever purchase gold coins to your knowledge?
A. Not to my knowledge.
Q. He never possessed gold coins to your knowledge?
A. Not to my knowledge, no.
Q. Okay. Did he ever talk to you about gold coins?

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A. No.
Q. Did he ever talk to you about his disability?
A. Disability?
Q. Yeah.
A. No.
Q. Did he have a disability?
A. I don't think so.
Q. To your knowledge today does he have a disability?
A. He might.
Q. Did Josh or his wife ever buy or sell jewelry with you?
A. No.
Q. So when you would see the --
A. Well, actually they bought their wedding band from me, I think.
Q. Bought their wedding bands?
A. Right. Yeah, I think so.
Q. When you were shown jewelry from Florida, purchases from Florida, what kinds of things were you shown?
A. I think I was shown maybe once a gold bracelet, men's gold bracelet. I really don't recall, you

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know. It didn't phase me one way or another.
Q. Did he show you the appraisal?
A. No.
Q. Or anything that came along with it? No?
A. No.
Q. Did he ever tell you who it was that he purchased jewelry for?
A. No. It wasn't an issue.
Q. Do you know if Sanford took any trips out of the country?
A. Not that I know of.
Q. He never talked to you about going to the Cayman Islands?
A. No.
Q. And when Sanford talked to you about settlement, he told you that the account values that he had were a couple million dollars?
A. A few. I don't recall the exact amount.
Q. By a few, you take that to mean 2 million?

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A. Yeah.
Q. Did he ever tell you that Aliza had given or extended a power of attorney to him?
A. No.
Q. Did he ever tell you that he had signed Aliza's name to any documents?
A. No.
Q. You mentioned in a question that the Morris Dorfsman issue was a trivial issue?
A. Yes.
Q. Why do you say that?
A. You know, Morris was going through some hard times, as I understood it. And I think he was just trying to get money from Sandy.
Q. Is that what Sandy told you, that it was Morris extorting him?
A. It might have come up in conversation. I don't recall.
Q. You would agree that if Sandy had, in fact, threatened to kill Lindsay Rosen, that that would not be

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trivial, am I right?
A. First, I don't know who this Lindsay Rosen is. This is the fourth or fifth time that I've heard her name.
Second, he's never ever acted that way. And I don't think he has the ability to do something like that.
Q. But in relation to the Morris Dorfsman matter, it's fair to say that you had conversations with him about it, with Sanford, right?
A. No.
Q. Well, let's back up for a second. You just told us --
A. Prior to the Morris Dorfsman case or after the Morris Dorfsman case?
Q. After the Morris Dorfsman case.
A. Maybe once, twice. That's it. It was a nonissue.
Q. It was a nonissue. He told you that it was Morris Dorfsman who was extorting from him, correct?
A. It might have come up in conversation. And that's what I

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understood, yes.
Q. He told you that he had to pay some money to settle it, correct?
MR. GREEN: Objection.
A. No. I didn't -- I wasn't privy to that information.
Q. So when you say trivial, you don't mean financially trivial, because you don't know if he paid money to settle or how much?
A. I don't know.
Q. Do you think that a person who you care about like Aliza Sherman would have a right to know if her husband was sued for allegations like that?
MR. GREEN: Objection. Adam, you're going -- you're violating the order again.
MR. FRIED: I'm asking questions on the removal proceeding.
MR. GREEN: Hold on. I want to stop this right now. If you think you're going to back door Judge McClelland's order by pulling this ruse

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with the other hearing, I'm going to instruct him to leave. I'm going to walk out right now. We'll end up in the judge's chambers this afternoon.
MR. FRIED: If you are party to the removal proceeding, then you would be able to do that. If you're not, then maybe you should step out. And you can say we're not going to use this testimony.
THE WITNESS: So, gentlemen, I'm going to have to go.
MR. GREEN: Are you going to agree that you're not going to use this testimony in our action?
MR. FRIED: We are going to call him back to ask questions in the McClelland case.
MR. GREEN: You have a direct order from McClelland. We're here on a double deposition that you guys noticed up. This is completely improper, if you're going to try to violate McClelland's order by using the removal action as ruse to do it.

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MR. FRIED: This is not -- this is relevant to the removal proceedings. And I will use these issues in the removal proceedings. I haven't been stopped or asked to stop in the removal proceedings.
This is a third party witness. You don't have a right to interfere with the deposition of a third party witness in a case in which you're not involved in.
MR. GREEN: You noticed them both up in the same deposition. Your co-counsel announced at the beginning that it was a double deposition being taken together. So you can't start separating it out now, because it's more convenient for you to do it.
MR. COHAN: And I just want to restate my position on the record. I don't have a court order limiting the scope.
But my objection is on the record. I continue my objection based on scope. But, I mean, I'm not telling

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you what to do. You're going to do whatever you want.
MR. FRIED: I appreciate that.
MR. COHAN: I understand there's an order in the other case.
THE WITNESS: Okay. So I'm going to have to leave. I'm sorry. I've been here for four hours. It didn't start for an hour after I came here. And I do have a business to run. So with -- I would -- I would respectfully ask that I need to go.
MR. FRIED: All right. Well --
MR. WINTER: Hold on. Hold on, sir, just before you leave.
THE WITNESS: Yeah. Okay.
MR. WINTER: Please have a seat. Please have a seat.
THE WITNESS: For how long? This is becoming ridiculous already, at least for me.
MR. WINTER: For the record, the proceedings today are adjourned. They're not concluded.
There are issues that have been

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presented relative to the scope of an order that we've attempted numerous times to contact the court to resolve, and the court has not gotten back to us.

And as such our ability to conclude today is impaired by that, aside from the -- in addition to, rather, the witness indicating that his business activities require him to depart at this point in time.

So based upon that, we will adjourn. And we will take up the issues we need to with the court.

MR. FRIED: And you're still under subpoena.

MR. WINTER: And, Mr. Keller, I'll remind you, you are still under subpoena. And we will do our best in the future to coordinate with you to make the process as convenient as possible.

THE WITNESS: Thank you.

THE VIDEOGRAPHER: We are off the record at 1:19 p.m.

CEFARATTI GROUP FILE NO. 18938
CASE CAPTION: JENNIFER SHERMAN, CO-EXECUTOR, ETC. VS SANFORD SHERMAN, ET AL.
DEPONENT: LES KELLER
DEPOSITION DATE: NOVEMBER 13, 2014

(SIGN HERE)

The State of Ohio,)
County of Cuyahoga,) SS:

Before me, a Notary Public in and for said County and State, personally appeared LES KELLER, who acknowledged that he/she did read his/her transcript in the above-captioned matter, listed any necessary corrections on the accompanying errata sheet, and did sign the foregoing sworn statement and that the same is his/her free act and deed.

IN TESTIMONY WHEREOF, I have hereunto affixed my name and official seal at , this day of , A.D. 2014.

Notary Public Commission Expires

ERRATA SHEET

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CERTIFICATE

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State of Ohio) SS.:
County of Cuyahoga)

I, Janice M. Rogers, a Notary Public within and for the State of Ohio, duly commissioned and qualified, do hereby certify that the within named witness, was duly sworn to testify the truth, the whole truth and nothing but the truth in the cause aforesaid; that the testimony then given by the witness was by me reduced to stenotypy in the presence of said witness; afterwards transcribed, and that the foregoing is a true and correct transcription of the testimony so given by the witness.

I do further certify that this deposition was taken at the time and place in the foregoing caption specified.

I do further certify that I am not a relative, counsel or attorney for either party, or otherwise interested in the event of this action.

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I am not, nor is the court reporting firm with which I am affiliated, under a contract as defined in Civil Rule 28 (D).

IN WITNESS WHEREOF, I have hereunto set my hand this day of , 2014.

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Janice M. Rogers, Notary Public within and for the State of Ohio

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My commission expires August 7, 2017.

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IN THE COURT OF COMMON PLEAS

OF CUYAHOGA COUNTY, OHIO

JENNIFER SHERMAN, CO-EXECUTOR

OF THE ESTATE OF ALIZA SHERMAN,

Plaintiff,

vs. Case No. CV-14-827479

SANFORD J. SHERMAN, et al.,

Defendants.

- - - - -

DEPOSITION OF JOSHUA ADAM SHERMAN

Taken on Friday, March 13, 2014, at 12:25 p.m.

At the offices of:

Reminger

1400 Midland Building

101 Prospect Avenue, West

Cleveland, Ohio

Before Janice M. Rogers, a Registered Professional Reporter

and Notary Public in and for the State of Ohio

EXHIBIT

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APPEARANCES:
On behalf of the Plaintiff:
Reminger, by
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On behalf of the Defendants:
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(216) 831-5100
On behalf of Joshua A. Sherman:
Cavitch, Familo & Durkin, by
MICHAEL C. COHAN, ESQ.
Twentieth Floor, 1300 East Ninth Street
Cleveland, Ohio 44114-2876
(216) 621-7860

JOSHUA ADAM SHERMAN, of lawful age, called for examination, as provided by the Ohio Rules of Civil Procedure, being by me first duly sworn, as hereinafter certified, deposed and said as follows:
EXAMINATION OF JOSHUA ADAM SHERMAN
BY-MR.WINTER:
Q. Good afternoon, sir. My name is Jason Winter. I serve as legal counsel to Jennifer Sherman in her capacity as co-executrix of the Estate of Aliza Sherman.
MR. WINTER: The record will reflect that we are here for purposes of your deposition in Common Pleas matter 14-CV-827479, relative to which I will refer to today as the Common Pleas action.
Q. Do you understand what I mean by that, the lawsuit that's been asserted concerning the Merrill Lynch account?
A. Right.
MR. COHAN: Can I ask a question

before we get started?
MR. WINTER: Yes.
MR. COHAN: As you know, I'm not in this case, but I was at some prior depositions, and I don't know that I'm up to date.
So my knowledge of the case is that this is about a particular account at Merrill Lynch and allegations with regard to it. I'm just wondering if there's been any change in the amended pleadings or scope or anything?
MR. WINTER: There has not been an amended complaint filed.
Q. Let me begin by clarifying something for the record.
First of all, would you please state your full name for the record, including any middle name, and spelling each of your names, sir?
A. Joshua Adam Sherman, J O S H U A, A D A M, S H E R M A N.
Q. Mr. Sherman, you are joined today by counsel, is that correct?
A. Correct.

Q. And Mr. Cohan is here in what capacity? Is he here as counsel for you in your role as co-executor? Is he here in your capacity as an individual? Is he here for purposes of the probate matter or the Common Pleas matter?
A. He's here as -- I don't understand.
Q. Sure. I'll break it down.
First of all, you appreciate the fact that there's a distinction between your role as a co-executor versus your role as an individual, correct?
A. Correct.
Q. Is Mr. Cohan your attorney in your capacity as co-executor?
A. He's my -- yes.
Q. Is he your attorney in your capacity as an individual?
A. I'm sorry. I don't understand the question.
Q. Okay. Have you hired Mr. --
MR. COHAN: I can clarify.
MR. WINTER: Yeah, please.

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MR. COHAN: I'm not here as attorney for the estate. I'm here as his attorney.
MR. WINTER: So you're as an individual attorney?
MR. COHAN: As a third party witness in this case, I'm here as his attorney. And so this is not being charged to the estate.
MR. WINTER: Okay.
Q. I'd like to cover a few ground rules for purposes of today's deposition very briefly.
First of all, it's important that each of your responses is audible in nature. Mr. Sherman, do you understand that?
A. Audible?
Q. Yes. Meaning that you speak. A nod or a shake of the head won't suffice for purposes of today.
A. Okay. I'm sorry. I thought you auditable.
Q. Okay. Secondly, it's important that you and I not speak at

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the same time. If I interrupt you, I apologize in advance. That's not my intent. Let me know that, so I can get your full response on the record.
Conversely there may be points in time when you can anticipate your response to one of my questions before I've even finished the question. I nonetheless am going to ask for you to permit me to ask the question before you start your response.
If at some point you don't understand a question that I ask of you, I absolutely do not want you to answer that question. If you answer a question, I'm going to assume that you understood the question. Is that fair?
A. Fair enough.
Q. Okay. If at any point you need to take a break, we can do that. The one condition on that is if there is a particular question pending, I'm going to ask that you answer that question before we take the break. All right?

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A. Fair enough.
Q. Okay. If at some point today you recall information that would make one of your prior responses more complete or more accurate, I want you to let me know that. Simply because we've already covered one area and moved on doesn't mean that I don't want to leave here today with your most complete and accurate recollection of events that we discussed. Okay?
A. Okay.
Q. Do you understand you're under oath today just as if you were in court?
A. Yes.
Q. And do you agree to abide by these guidelines that we've just discussed?
A. Yes.
Q. Is there any reason you can think of that you'll be unable to understand the questions that I ask today or provide accurate answers to those questions?

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A. I can't -- I don't know what you're going to ask me, so I can't answer that.
Q. Okay. Are you currently ill?
A. No, I'm not ill.
Q. Okay. Are you feeling okay? Or are you feeling under the weather for any reason?
A. No.
Q. Okay. You feel fine?
A. I feel good.
Q. And you're comfortable proceeding with your deposition?
A. Correct.
Q. Have you consumed alcohol in the last eight hours?
A. No.
Q. Have you consumed any medication or narcotic or drug of any sort in the last 24 hours?
A. I had Adderall.
Q. All right. And what was the dosage of that?
A. I don't know.

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Q. Okay. How long have you been taking Adderall?
A. For years. I don't know exactly how long.
Q. For what condition do you take Adderall?
A. ADD.
Q. When was it that you were diagnosed with ADD?
A. I don't know.
Q. Was it as a child?
A. It was later.
Q. Okay. What's your date of birth?
A. 6-15-85.
Q. So you're 30 years old or you'll be 30?
A. Turning 30, correct.
Q. Okay. And do you recall whether you had yet turned 18 when you were first diagnosed with ADD?
A. I don't recall.
Q. So it might have been when you were a child, it might have been after you became an adult?

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A. I don't recall what year it was.
Q. Okay. The medication that you are -- that you took within the last 24 hours, was that a medication that you have had a prescription for for years?
A. I don't remember how long. For years, I think so, yes.
Q. Okay. And is there anything about that medication that affects your ability to understand questions that I ask today or to provide accurate answers to those questions?
A. No.
Q. In addition to ADD, have you ever been diagnosed with any other medical condition?
A. Generalized anxiety.
Q. Okay. And when did that --
A. I ate too much. Sorry.
Q. That's okay. Are you all right to proceed?
A. Yeah. Yeah. Yeah.
Q. Okay. When were you

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diagnosed with generalized anxiety?
A. I don't know.
Q. Okay. Has it been within the last 12 years or was it --
A. Yeah. I think it's been within the last somewhere -- I don't want to guess. Like you said, if I don't know, not to answer.
Q. Sure.
A. So I don't want to guess.
Q. Okay. And understanding it may be an estimate, do you know if it was within the last five years or before that? Just approximately. I'm not going to hold you to a definitive date on this.
A. I would say five years sounds somewhere in the ballpark.
Q. Okay. Your mother was still alive when you were diagnosed with that?
A. Correct.
Q. In addition to generalized anxiety and ADD, any other medical conditions that you've ever been diagnosed with?

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A. Not that I could think of.
Q. Is there anything about the generalized anxiety diagnosis that affects your ability to understand the questions that I ask today or to provide accurate answers to my questions?
A. No.
Q. Have you ever been prescribed any medication to address the generalized anxiety?
A. Basically, you know, sometimes at night when I have trouble sleeping because of it. It's more related to stress. And so I take Xanax. But I don't take it on a regular basis, just when -- sometimes to help me sleep or when the conditions act up, so.
Q. When is the last time you took Xanax?
A. I took some last night to help me fall asleep.
Q. Okay. And what dosage did you take?
A. I don't know.

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Q. Is the physician who prescribed that the same physician that has prescribed the Adderall?
A. Yeah. And I will say that I know the both the dosages are weak, very weak. I do know that. I don't know exact numbers, though, so.
Q. Okay. What's the name of the physician who prescribed those?
A. Tod Podl. T O, it's one D. And then it's P O D L. I think he's my sister's physician, as well, actually.
Q. So he's in the Cleveland area?
A. Yeah, Cleveland Clinic.
Q. And is that a psychiatrist?
A. No.
Q. Psychologist?
A. No.
Q. Family doctor?
A. He's internal medicine, family doctor. He sees my sister, too, I think. Yeah, I think -- I don't know who else he sees. He used to see my mom, too.

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Q. I'm going to ask this question, because earlier I had asked you if you had taken any sort of medications in the last 24 hours. And you initially responded that it was just the Adderall. And then as we talked, we flushed out the fact that you had taken Xanax last night.
A. Right.
Q. So I want to be crystal clear about this. In the last week, have you taken any other medication, narcotic, drug, medication of any sort whatsoever other than Adderall and Xanax?
A. Not to my recollection, no.
I'm sorry. You're right. I did forget about that. I did take it last night.
Q. That's quite all right.
A. I don't take it all the time, so.
Q. Okay. And do you currently have an active prescription for any medication other than Adderall or Xanax?

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A. I don't -- I think I had another one. I don't remember what it was. I don't remember. I think it was something for -- I think it was something for muscle relaxer. I don't remember what it's called. Something like that. I don't remember.
Q. Would it have been Dr. Podl who would have prescribed that as well?
A. Yeah.
Q. Okay. Is there any physician who has prescribed any medication for you in the last 12 months other than Dr. Podl?
A. I don't remember how long ago it was, it might have been 12 months or longer, I had a weight lifting injury. And I had some -- something prescribed for my tricep. I had tendonitis in my tricep. Still have it pretty bad.
Q. And the record will reflect that you're gesturing that that would have been your left elbow?
A. Yeah. It still hurts --

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Q. Okay.
A. -- all the time.
Q. Okay.
A. So.
Q. Would that have been Dr. Podl who prescribed medication for that?
A. No. It was a different -- I had to go to a specialist. And I had physical therapy. And I'm probably going to have to go back now.
Q. Was that physician at the Cleveland Clinic?
A. Yeah. It was a different Cleveland Clinic. I don't remember his -- actually I do remember his name. It was -- his last name was Masin. I don't know what his first name is though.
Q. Okay. All right. And so such that we can move on, is there any other medication -- well, let me withdraw that question and ask a different question.
Despite the fact that you took the Xanax last night and that you took

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your Adderall, is there anything that you believe will affect your ability to provide accurate answers to questions today?

A. No, nothing I took will.

Q. Okay. By the way, have you received medical care at any institution in the last 24 months other than the Cleveland Clinic or any physicians affiliated with the Cleveland Clinic?

A. What do you mean? Define institution.

Q. Sure. So you understand University Hospitals is not associated with Cleveland Clinic.

A. Oh.

Q. So, in essence, if we were to get all your medical records, it would be the Cleveland Clinic that would have everything, that's my question, yes or no?

A. I don't know.

Q. Okay. Have you gone to any physicians who are not part of the Cleveland Clinic in the last 24 months?

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A. I'm trying to think. Since I can't say for sure, I'm just going to say I don't know.

Q. Okay. Are there any conditions that you've been treated for other than what you've already mentioned to me in the last 24 months?

A. Not that I could recall, no.

Q. Okay. Prior to today's deposition, other than your legal counsel, can you list for me any individual with whom you spoke concerning, regarding, related in any way to the fact that you were going to appear for a deposition today?

A. I told my work. I told my wife. I told my dad. I think that's it.

Q. Okay. I'd like you to take just a second to think carefully about that. I want to make sure that there isn't somebody else that you've glossed over or forgotten temporarily.

Anybody else that you would have spoken with about the fact that you're

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here today?

A. Possibly just people -- like I said, work people, dad, lawyer, wife.

Q. Okay. And the folks at work that you would have spoken with, it simply would have been so that you could obtain the day off, is that the reason? Or would you have actually gone into detail about what it was that was bringing -- keeping you out of the office today?

A. I think I might have just -- I think I told a couple people I was being deposed, and that's why I was going to be out.

Q. Okay. Would those have been folks who were in a supervisory position or a boss's position or would those have been friends at your work?

A. Probably both.

Q. Okay. And who would you describe as your friends at the workplace?

A. There's too many people to name.

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Q. Okay.

A. I'm friends with everyone there.

Q. Okay. You know, if I were to say who is your best friend at work, who would that be?

A. I would say -- I couldn't say. There's too many friends.

Q. Okay. There's nobody who is closer to you than just --

A. Honestly, no.

Q. -- the group?

A. No.

Q. All right. When you spoke with your father concerning the deposition today, presumably you spoke on the telephone?

A. Yeah.

Q. And for how long do you believe you spoke with him in that regard?

A. A minute and-a-half, two minutes. I don't know. I'm guessing. I mean, I don't know.

Q. Okay. From the testimony

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earlier today, I understood the scope of that discussion with your father to be quite limited to simply the fact that you were appearing today, is that correct?

A. Correct.

Q. Was there anything else that was said by either him or you during that telephone call other than, dad, I have the deposition tomorrow, I'm going to go?

A. I don't recall anything else.

Q. Okay. And when was it that you spoke with him?

A. Sometime yesterday, later afternoon, I think.

Q. Okay.

A. I don't recall. I don't recall.

Q. So less than 24 hours a ago?

A. Yeah.

Q. Okay. Tell me everything you remember him saying on that telephone call?

A. I don't recall anything he

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said. All I recall him saying is that he asked about how my dog was doing, how my wife was doing.

I really don't -- you know, I don't recall anything else, except I told him I was being deposed tomorrow. And he said, good luck. That's all I recall.

Q. Okay. And that total telephone call was a couple of minutes?

A. I can't give you an exact. I'm guessing. I mean, it could -- I would say somewhere between -- I don't want to guess. I don't know. A couple minutes I would guess.

Q. And by a couple, not more than 10 minutes?

A. I don't want to guess.

Q. It could be more than 10 minutes?

A. Oh, no. No.

Q. Okay.

A. I don't think it was like a -- I would give it a couple minutes.

Q. Okay.

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A. I didn't look at how long it was after.

Q. And from what telephone number did you place that call or receive that call from him?

A. From my own phone.

Q. And what number is that?

A. 216-406-9378.

Q. Is that your cell phone?

A. Correct.

Q. And prior to that discussion yesterday, when was the time prior to that that you spoke with your father?

A. When was the time that I talked to him before that?

Q. Yes, sir.

A. I don't know.

Q. Okay. Would it have been any time in the last week?

A. I don't know.

Q. Would you have discussed this deposition with your father at any point in time prior to yesterday?

A. I believe I told him I was being deposed. That's all I recall.

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Q. Okay. And when would that have occurred? Again I'm not talking about the discussion yesterday. I'm talking about before that.

A. Sometime before yesterday. I don't recall.

Q. Would it have been one instance or more than one instance prior to yesterday?

A. I don't recall.

Q. Okay. Could be one, could be more than one, you don't know?

A. Exactly.

Q. Okay. At any point have you and your father at any time prior to today discussed questions that were likely to be asked of you today or answers that you were likely to provide?

A. I don't recall.

Q. Okay. Well, let's talk about that a little bit, and let's break that down, because I kind of joined two questions there.

What I'm interested in knowing, sir, from you today, as you sit there

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under oath is, before arriving here today, have you ever had a conversation, whether over the phone or in person, with your father concerning questions that would likely be posed to you in the context of this lawsuit at this deposition?

A. I don't recall. I don't recall our previous conversations. We talked yesterday about it. I don't want to guess, like you said, so.

Q. So it's possible that you have?

MR. COHAN: Objection.

A. I don't recall.

Q. One way or another you don't know?

A. I don't recall.

Q. Okay. Do you find it unusual that you can't recall whether you talked about such an important topic with your father ever?

A. I don't know.

Q. Okay. Let's talk about conversations you may have had with your

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father concerning your actual responses to questions that you might be asked. At any point prior to arriving here today, have you had any sort of communication with your father, either in person or over the phone, concerning what might actually be spoken by you in response to my questions?

A. I don't recall.

Q. Do you find it unusual that you can't recall that in any fashion?

A. I don't know.

Q. Okay.

A. I don't want to guess.

Q. Okay.

MR. WINTER: Go ahead and read back my last question, please.

(Record read.)

A. I don't know.

Q. Okay. What other phone numbers have you utilized yourself within the last 12 months, other than the 406-9378 number you just provided to me?

MR. COHAN: Objection. You can

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answer.

A. I've used my work phone before.

Q. Do you have a direct dial there or is it a generalized?

A. It's a Department of Defense number. I don't even think I'm authorized to give it out.

Q. Okay. Any other phone numbers that you've utilized at any point in the last 12 months other than the 9378 number you provided me?

A. Could you define utilize? Are you talking like have I used a different phone to make a phone call or if I've owned a different phone?

Q. Utilize to me, and I'll clarify it for you, is to use, to operate at any point in time in any way.

A. Yeah. My wife's -- I think when my phone has died once or twice, I probably have used my wife's phone. I don't remember when.

Q. Okay. And her number is?

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A. 440-364-2779.

Q. Any other phone that you have used or operated in any fashion whatsoever in the last 12 months other than your wife's phone and your phone that you've already identified for me?

MR. COHAN: Objection. You can answer.

A. I don't recall.

Q. Okay.

A. I really don't.

Q. Do you have a home phone?

A. No, I don't.

Q. Okay. Have you operated a disposable phone at any point in the last 24 months?

A. No.

Q. Do you know what I mean by disposable phone?

A. I think I know what you mean.

Q. Well, tell me what you think I mean. How would you define disposable phone?

A. Well, in the questions that

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Mr. Fried sent to my house, he mentioned something about a disposable phone. And so I assume it's a phone that you don't keep.
Q. Okay.
A. I've never used one in my life, never owned one. And I wouldn't even know where you would get one.
Q. Have you ever seen one in person?
A. No, sir.
Q. Have you ever known your father to utilize one?
A. No.
Q. Would it surprise you to learn that your father has testified under oath that he has, in fact, utilized such a phone?
MR. COHAN: Objection. You can answer.
A. That would surprise me.
Q. Okay. But you've never seen him operate one?
A. No, absolutely not.
Q. And you've never talked with

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your father about the concept of a disposable phone?
A. Absolutely not.
Q. That would shock you?
A. That would shock me if he -- yeah, that does shock me.
Q. Okay. When you spoke with your wife about the deposition today, what did you two discuss?
A. I don't recall what we discussed. I think I just told her we were being -- I was being deposed. And I think she said just go in there and answer all the questions honestly, which I've done, so.
Q. How many times have you and your wife discussed your upcoming deposition in the last few months?
A. I don't know.
Q. More than once?
A. For the deposition today?
Q. Well, there had been some discussions about when it was going to take place.
A. Yeah.

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Q. And so my question is a broad question. When the concept was raised, and you learned that your deposition was going to be taken, I'm interested in knowing how many times you've discussed that with your wife?
A. Oh, I have no idea.
Q. Okay. Several?
A. More than once.
Q. Okay. And at any point in those conversations was it discussed by either you or your wife the types of questions that might be posed to you today?
A. I don't recall.
Q. Okay. But it's possible?
A. I don't recall.
Q. You just don't know one way or another whether your wife and you talked about what you might be asked at your deposition?
A. I don't know.
Q. At any point did you and your wife discuss what responses might come out of your mouth during your

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deposition in response to the questions that were posed to you?
A. I don't recall.
Q. And so you just simply don't know one way or another whether you talked about that? It's possible one way or the other, you just don't know?
A. I just don't recall.
Q. Okay. All right. Do you view the proceedings that you're here today to testify in as being important?
A. I'm trying to think. I'm trying to -- do I view the proceedings today to be important? I think everything related to the estate is important.
Q. Okay. And do you find it unusual that you're unable to recall what you and your father or you and your wife talked about as it related to the testimony and/or the questions that would present themselves today?
A. Again I don't know.
Q. Did you review any documents before you came here today, sir?

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A. Review any documents? I review documents every day at work. You got to be more specific.
Q. You know what, that was a bad question. Let me ask a better question.
In order to prepare for your deposition today, at any point in the last 90 days have you reviewed any paperwork that in any way concerns, regards or relates to the claims that have been asserted against Sanford Sherman relative to the Merrill Lynch account?
A. I don't -- I don't recall. I don't remember. I don't remember seeing anything about a Merrill Lynch account.
Q. Okay.
A. I heard about it. I heard about it on the news. I don't recall actually seeing any documents, no.
Q. Have you at any point reviewed the lawsuit, the civil complaint that was filed to start the

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lawsuit against your father?
A. What are we talking about here?
Q. Sure. There's a document called a complaint. That is how a civil lawsuit is initiated.
A. Okay.
Q. It is filed by the plaintiff and lawsuit against the defendant.
A. Okay.
Q. It is the document that sets forth in a general sense the nature of the claims being asserted.
A. Oh.
Q. Have you at any point read that document?
A. I don't remember.
Q. Okay. Have you at any point discussed with your father the allegations that are being made against him in the lawsuit in the Common Pleas case?
A. I think I asked him if what they said online was true. And he said, no. I think that was the extent

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of it.
Q. When did that discussion take place?
A. I don't recall.
Q. Would it have been shortly after the lawsuit was filed last May?
A. I don't recall.
Q. Would it have been in the last week?
A. I don't recall.
Q. All right. So you can't distinguish in your mind whether it was 10 months ago or last week?
A. I just don't recall.
Q. It could have been either? It could have been last week, it could have been 10 months ago, you don't know?
A. Exactly.
Q. Okay. Does it seem unusual to you that you can't recall whether a particular conversation happened within the last week or 10 months ago?
A. Not really, because I talk to my dad all the time. So, you know, we talk about various things all the

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time. I don't recall, so, yeah.
Q. Okay. Have you ever been diagnosed with any condition that affects your memory in any way?
A. Nope.
Q. Have you ever informed any mental health professional -- let me rephrase that.
Have you ever informed any health professional that you were experiencing any sort of memory deficit in any form at any point in your life?
A. Nope.
Q. Okay. And what do you attribute your inability to recall conversations with your father and your wife concerning this lawsuit to?
A. I don't know.
Q. Convenience?
MR. COHAN: Objection.
MR. WINTER: Withdraw it.
Q. When is the last time you saw your father in person?
A. He came in town. It was pretty recently. It was within the last

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month, I would say. A couple weeks ago I would guess.
Q. Okay. And where did he stay?
A. His apartment in Beachwood.
Q. And for how long was he in town?
A. I don't remember. Maybe somewhere between four and nine days.
Q. What did you understand to be the purpose of his visit?
MR. COHAN: Objection. You can answer.
A. I'm trying to think why, what his exact purpose of coming in was. I think it was just to be -- I don't know if you deposed him or not. I think he said he had some court proceedings, so.
Q. And that would have been some point in February?
A. Oh, when he was in town?
Q. Today is March 13th.
A. My watch is off. It says the 10th.

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I want to say either late February or early March.
Q. Okay. And when he was in town, on how many occasions were you and he in the same room?
A. I barely saw him when he was in town. I think a couple times at most maybe.
Q. And by a couple, what do you mean?
A. Maybe somewhere between one and four times.
Q. Okay. And what were the locations of those in-person meetings?
A. I definitely saw him once at his apartment. He ordered pizza. And I brought my dog over. He wanted to see my dog.
And I don't -- I don't remember seeing him another time in that. So I don't recall any other times I saw him. I might have seen him one other time. I can't remember.
Q. Can we back up for a moment, sir?

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A. Yeah.
Q. You indicated earlier I think you had a bicep injury on your left arm, is that right? Did I hear you right?
A. Tricep.
Q. Tricep. I apologize.
A. Yeah.
Q. How did that happen?
A. Lifting weights.
Q. Okay. How old were you when you started lifting weights?
A. Somewhere probably between 11 and 15.
Q. Okay. And are you right-hand or left-hand dominant?
A. Right-handed.
Q. Okay. How did the injury to your tricep happen on your left side?
A. Lifting weights.
Q. And do you remember what precisely you were doing when it happened?
A. I think I was doing a free weight bench press. But the doctor said

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it could have been a combination of things or it could have been just all in general, so.
Q. Any residual issues? I think you said it hurts all the time. Any other impact that that's had on you during your life?
A. No. It just, you know, sometimes it just gets a little sore.
Q. Okay.
A. So, you know.
Q. Do you have full range of motion with it?
A. I believe so. I believe it's full range of motion, yes.
Q. Do you engage in any sort of activities as a hobby or pastime, such as golf or anything like that?
A. I have golfed three or four times in my life.
Q. Okay. Do you -- anything else active that you do?
A. I was a pitcher. I was -- played basketball before. Played football.

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Q. Okay. Have you done any of that stuff in the last five years?
A. I'm sure I have.
Q. Okay. When is the last time you engaged in any sort of recreational activity?
A. I have no idea.
Q. Okay. Within the last week or the last year?
A. Are we talking weight lifting?
Q. Yeah, that would count.
A. I think I lifted weights last week.
Q. Okay. And you're able to use the left arm as needed during weight lifting?
A. I don't -- I don't do free weight bench press anymore. And I do more sets and less -- less weight with more sets when I go.
Q. Okay. Let's come back to when your father was in town where you had pizza and took your dog over to his apartment.

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A. Sure.
Q. I believe your testimony is that's the only in-person meeting that you recall from that visit, is that right?
A. I said I think it was either -- it was either that or one other time. But I can't be 100 percent. That's the one time I distinctly remember seeing him.
Q. Okay. And for how long were you at his apartment during that visit?
A. That's a good question.
I don't want to guess. I don't recall.
Q. Would it have been just a brief stop over?
A. No.
Q. Or were you actually there, and you had a meal with him?
A. We had a meal with him. We had pizza.
Q. Was your wife with you?
A. No. She never came, no.
Q. Okay.

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A. Maybe between one and -- see, I don't want to guess. I really just don't want to guess.
Q. Okay.
A. So I'm just going to say it was in the range of one to six hours -- no, it wasn't even that. Maybe one to four hours. I don't want to guess.
Q. Okay. Did your mother come up at all during that visit?
A. Not that I recall, no.
Q. Do you and your father discuss your mother ever?
A. I'm sure he's mentioned her before, you know.
Q. When is the last time you and your father discussed your mother?
A. I don't recall.
Q. Can you remember an instance in the last six months specifically when you and your father discussed your mother?
A. You know, I think about my mom every day. I miss my mom every day.

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Q. Sir, that wasn't my question. I can have it read back.
A. Well, I am getting to your question.
Q. Okay.
A. I'm trying to.
Q. It's a yes or no question, so.
A. Well, then I'll just -- can you repeat your question again?
MR. WINTER: Can you read it back, please.
(Record read.)
A. I don't recall a specific instance, no.
Q. Okay. How did you get here today?
A. I drove.
Q. Okay. Did anybody come with you?
A. Nope.
Q. Okay.
A. Well, are you talking about getting downtown or getting to your office?

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Q. Getting downtown?
A. I drove alone downtown. I met Mr. Cohan at his office.
Q. Okay. That's fine. You indicated earlier that you worked for the Department of Defense. Or maybe that was in the prior deposition.
What exactly do you do, sir?
A. I think that's classified. I don't think I could discuss what I do.
Q. Okay. So you're not able to tell us what your job title is or what your --
A. I don't know if I'm allowed to discuss it.
Q. Okay.
A. I don't want to get in trouble with my work, so I'm not going to discuss it.
Q. Okay. If at some point we learn that it is not classified, you'll certainly advise your counsel and they can advise us?
A. My official job title is in

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accounting. But I perform other duties, other assignments outside of accounting.
Q. Okay.
A. And I don't -- not to get into specifics, but I have worked with assisting wounded veterans who come back from war in the past. I've worked payroll. I've done accounting. And I've worked with the site director. I've done -- I can't get into specific things that I do, but those are some of the areas I've worked.
Q. Okay. You yourself, have you ever been a member of the armed services?
A. No, I have not.
Q. Have you yourself ever been taken into custody for any reason by any law enforcement agency or agent?
MR. COHAN: Objection. You can answer.
A. Yeah. I was -- I got a DUI.
Q. Okay. When did that happen?
A. Sometime I think in 2010, I think.

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Q. Okay. Was that your first such arrest?
A. I had a second DUI. That was my second DUI.
Q. Okay. When was the first one?
A. A few years, couple, two, three, four years prior. I don't remember.
Q. Were you required in conjunction with your DUI cases to undergo an alcohol and/or substance abuse evaluation by the court?
A. I don't know if I was required to or not, to be honest.
Q. Did you undergo such an evaluation by anyone?
A. I don't know if it was considered evaluation. I talked to -- I talked to someone for my generalized anxiety. And we talked about it. I don't want -- I don't know if that term would be consistent with it. It was -- it was on my own choice.
Q. Were each of those cases

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resolved with you being found guilty of DUI?
A. I think I pled no contest. So I guess that doesn't mean -- yeah, guilty, I think.
Q. To both of them?
A. I don't remember what I pled. It was either no contest or guilty. I don't remember.
Q. That's fine. But it was to a DUI charge, not a lesser charge?
A. Correct.
Q. Okay. And so if we were to pull your record today, it would show two DUIs?
A. I think so. I haven't checked.
Q. Did you end up doing a few days in jail as a result of the second DUI having been within six years of the first?
A. I think I was in jail once I got arrested for a day or two. And then I did a three day -- I stayed at some hotel. I think it was instead of

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jail. I don't remember what that was about though.
Q. Okay.
A. I think it was like an alternative to jail.
Q. Has anyone ever suggested to you that you may have a drinking problem?
A. I don't recall.
Q. Okay. Do you believe that you have a drinking problem?
A. Absolutely not.
Q. Has anyone ever suggested to you that you have a substance abuse problem?
A. Not that I recall.
Q. Do you believe you have a substance abuse problem?
A. No, sir.
Q. Have you ever used illicit drugs of any sort?
MR. COHAN: Objection. What time period are we talking about?
Q. Since the age of 18, have you -- I'll go through them one at a

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time. Have you used marijuana since the age of 18?
MR. COHAN: Objection. You can answer.
A. Yeah, I believe I have.
Q. On how many occasions?
A. I don't know.
Q. More than five?
A. It's been so long ago, I don't -- oh, yeah, more than five. When I was in college I'm sure I've done it more than five.
I don't remember. It's been so long since I've done it. I would have no clue.
Q. Have you ever ingested cocaine?
MR. COHAN: Objection. You can answer.
A. I think I have a couple times in college.
Q. Okay. Have you done that since you graduated college?
A. I don't think so.
Q. Have you ever ingested any

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other narcotic of any form other than marijuana and cocaine?
MR. COHAN: Objection.
A. I don't recall.
Q. Is it possible?
MR. COHAN: Objection.
A. I don't recall.
Q. One way or another you don't remember, true?
A. I don't recall.
Q. Is there anything about your use of alcohol or drugs that in your view affects your memory?
A. No, sir.
Q. Okay.
A. I don't use drugs. And I'm a light drinker, so, no.
Q. What's your current home address?
A. 27030 Cedar Road.
Q. For how long have you lived there?
A. Probably a few years.
Q. Do you own or rent?
A. Rent.

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Q. You live there with your wife, correct?
A. Correct.
Q. No one else?
A. Nope.
Q. Prior to that address, where did you live?
A. 25130 Penshurst Drive.
Q. And for how long did you live there?
A. I don't know. Probably I would say -- we lived a few places. I moved when I was little. And then we moved to a different house. And then we moved down the street. And then I lived at Kent State for a while. So I couldn't give you an exact number of years.
Q. Is it a fair understanding that aside from when you were at college, that you lived with your parents until you moved into your current address a few years ago?
A. Not all the time. For the most part. Oh, yeah, besides for

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college, yeah. Yeah. Correct.
Q. Have you ever lived with anyone other than your family and your wife aside from college?
A. Not that I recall.
Q. Your current wife is your only marriage?
A. Right.
Q. Do you have any children?
A. No. Not that I recall. Not that I know of. If I do, I don't know.
Q. Let's talk about your educational background. Where did you go to high school?
A. Beachwood High School.
Q. Did you graduate?
A. Yes.
Q. In what year?
A. 2003.
Q. Did you have any particular focus of your studies or was it a typical, general high school education?
A. What do you mean by that?
Q. Sure. Sometimes high school students will focus on a vocational

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program or a trade. Sometimes they'll have -- some high schools have even majors and minors that high school students declare.
A. No.
Q. Okay. So my question is, was there any focus other than it just being a typical, general high school education that you had while you were in high school?
A. I knew what I wanted to be. But there wasn't anything that I was doing towards it at that point.
Q. Okay. And what was it at that point when you were at high school that you knew that you wanted to be?
A. In high school I wanted to be a lawyer.
Q. Okay. And why was that?
A. Because, you know, I'm a very honest person. And I believe in the law. And I wanted to defend people. And I wanted to help people.
Q. Why is it you say you're an honest person?

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A. Because that's part of being a lawyer.
Q. Well, I don't disagree.
But let me back up. You indicated that in your opinion you're an honest person. And I'm trying to understand the basis for you saying that.
A. Oh, sure. The world is very corrupt and there's a lot of corrupt people who will -- who are just bad people. And I wanted to do my part to help out. And things just didn't end up -- I decided not to become a lawyer though in college.
Q. Okay.
A. Because I wanted -- my passion became accounting.
Q. I'll restate my question again. And if there's something about this that you're not following, I can try to rephrase it. Okay?
A. Okay.
Q. You indicated earlier that you believe yourself to be an honest

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person, correct?
A. I am an honest person.
Q. Right. And a couple questions ago you mentioned that. Do you remember mentioning that?
A. Yes.
Q. Okay. My question is, based on what do you conclude that you're an honest person?
A. Based on telling the truth.
Q. Okay. And you always tell the truth?
A. I tell the truth, correct.
Q. Always?
A. Yeah. I mean, I'm sure everyone has a white lie here and there. But I could tell you that under oath I always tell the truth. And I -- you know, everyone has a white lie here and there. But I'm an honest person.
Q. Okay. When it's convenient, you'll tell a white lie though?
MR. COHAN: Objection.
A. Not under oath.
Q. That wasn't my question. My

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question was, when it's convenient, you'll tell a white lie?
MR. COHAN: Objection.
A. No. I would say that probably in my lifetime I have told a white lie.
Q. But you --
A. I don't do it as a matter of convenience. It probably just happens.
Q. And when was the last time you told a white lie?
A. I don't recall. It's been a long time.
Q. Okay. Has it been more than five years since you told a white lie?
A. I don't know.
Q. Have you told a white lie in the last week?
A. I don't recall.
Q. How do you define a white lie?
A. I don't know.
Q. Well, it was your term. You used it. So I just want to make sure I understand what you meant.

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So when you say white lie, what does that mean to you?
A. Someone asked me if they're fat, and I knew it would hurt their feelings, I might say, no, you're big boned, something to that effect what I would consider a white lie.
Q. So it would be to spare somebody else's feelings?
A. I would say so in certain -- various circumstances if it came to that, yeah.
Q. But that's extraordinarily rare for you to tell a white lie?
A. Yeah. I would say it's pretty rare, yeah.
Q. Okay. And you never tell a lie about something that matters?
A. Well, I think everyone in this room has told a lie in their life. So I would say in my life I probably have told a lie.
Q. Okay. So did you ever lie to any member of your family?
A. I'm sure in my lifetime I

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have. I've been alive almost 30 years, so there's probably a chance of it, yeah.
Q. Upon graduation from high school, what did you do?
A. I went to college.
Q. Directly or did you take any time off, other than the summer?
A. I believe directly.
Q. Okay. Did you take that summer off before you started or did you take classes during that summer right after high school graduation?
A. I don't remember.
Q. All right.
A. I really don't.
Q. I want to follow up on that, because I have a clear memory of that summer being one of the best summers of my life after high school but before I went away to college.
So that summer, you graduated high school in May or June, right?
A. I don't know. I don't remember what month it was.

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Q. Okay. It generally would have been around the end of the normal school year, right?
A. I would guess probably somewhere in those months, yes.
Q. Okay. And then you started college in the fall?
A. I don't remember. I think I started pretty close after.
Q. Okay. So you might have actually just gone straight from high school to college and not taken a couple months off in the summer?
A. I don't recall.
Q. Okay. And for how long were you at Kent State?
A. I think a year.
Q. Okay. And what did you study?
A. I studied psychology. Let me think. That might have been my first year at Cleveland State.
I don't want to guess. So I studied business at one point. I know -- I don't want to guess. It was

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either psychology or business.
Q. Did you just take typical general classes that a first year college student would take?
A. I mean, I had a major. I don't remember if it was psychology or business.
Q. Okay. You can't remember which of those was your major your first year of college?
A. I've switched my major a few times, so I don't remember.
Q. So you were at Kent State for a full year?
A. I believe so.
Q. And there came a point in time when you departed Kent State, is that right?
A. Correct.
Q. And why was that?
A. Because I wanted to go home and focus on my studies.
Q. Okay. Did you remain enrolled in Kent State or did you switch institutions at which you were

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attending?
A. I think after my first year at Kent State, I went to Cleveland State.
Q. Okay. And then did you finish your bachelor's degree at Cleveland State?
A. Correct.
Q. So that took you another three years?
A. I don't know how many years. Three or four, I think.
Q. Okay. So for your freshman year you were at Kent State. But for the rest of your undergraduate career, you were at Cleveland State?
A. Yeah.
Q. Okay. And while you were attending Cleveland State, you lived at home?
A. Yeah.
Q. Okay. When you were at Kent State, you lived on campus?
A. I want to say that I lived on campus for most of the time at Kent

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State. I don't remember if I lived on campus the whole time, so I don't remember.
Q. Did you have a roommate on campus?
A. Yeah.
Q. Do you still -- are you still in touch with that person?
A. No.
Q. Did you get along with that person?
A. Yeah, we got along pretty well, I think.
Q. Do you remember that person's name?
A. Yeah, Ryan Bilski.
Q. How do you spell Ryan's last name?
A. I don't know.
Q. Bilski?
A. Yeah. I don't remember.
Q. And where is Ryan today?
A. I don't know.
Q. Where was he from?
A. He was from Solon. I would

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guess he was still in Ohio. I haven't seen him in a very -- I saw him maybe five years ago or so.
Q. What year did you graduate Cleveland State?
A. 2008.
Q. Did you take any significant amounts of time off in the years that you attended Cleveland State or did you pretty much go on a typical student's calendar?
A. I went on a typical calendar. I think I even took some summer classes.
Q. Okay. And when you graduated in 2008, what was your degree in?
A. Accounting.
Q. Upon graduation from college in 2008, what did you do?
A. Started looking for a job.
Q. Did you ever attend any other college or university other than Kent State and Cleveland State?
A. I don't think so.

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Q. Did you ever take any classes at any other college or university?
A. Not that I remember.
Q. Okay. When you say you started looking for a job in 2008, did there come a point in time when you obtained employment?
A. Yes.
Q. How long did that take?
A. Sometime in 2009 I got a job.
Q. Okay. So it took somewhere between -- well, let me back up.
When you graduated in 2008, was that at the end of the school year, somewhere between April and June?
A. It was later.
Q. Summer maybe?
A. I think it was the end of 2008, somewhere towards the end.
Q. Okay.
A. And I worked part-time at a country club until I found a permanent job.

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Q. Okay. And so it was somewhere between zero and six months perhaps?
A. Until I found a permanent job?
Q. Yeah.
A. I don't want to guess.
Q. Sometime in 2009 though?
A. Sometime in 2009.
Q. Okay. And what was that permanent job?
A. It was a contractor job. It wasn't permanent. It was six months, which led to a permanent job.
Q. Is that your current position?
A. Not my current position. My current -- I started for a defense contractor, which led in to me getting into the DOD.
Q. Are you able to disclose, as you understand it, the name of the contractor for whom you worked initially?
A. Lockheed Martin.

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Q. And for how long were you with Lockheed Martin before you became a permanent employee of the DOD?
A. I don't know. Five or six months maybe I would guess.
Q. And what exactly were you doing for Lockheed Martin?
A. I don't think I can discuss it.
Q. Okay. Fine. Have you held any other paid employment since graduating college other than your stints with Lockheed Martin and your current position at the DOD?
A. Paid employment?
Q. Yeah.
A. I'm trying to think if I did. Not that I recall, no.
Q. Okay.
A. I don't recall.
Q. Have you ever traveled outside the country?
A. Yes.
Q. To where?
A. We went on cruises with my

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family.
Q. Okay. And those cruises would have been in what part of the world?
A. They were all over. Jamaica, Cozumel, Haiti, Grand Cayman. Or is that -- Aruba.
Q. Were they generally in the Caribbean or the Mexico area?
A. I think so.
Q. Did you ever go to Europe?
A. No.
Q. Have you personally ever been in any country in Europe, Africa or Asia?
A. I think Israel might be considered Asia.
Q. Okay.
A. So I would say yes.
Q. And how many times have you been to Israel?
A. Once.
Q. When was that?
A. When I was 13 I think or 12 or 13.

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Q. Okay. When is the last time you were out of the country?
A. It's been a long time. I don't remember. A long time.
Q. Have you been out of the country since January 1st of 2013?
A. No. I don't think so, no. I think it's been way longer than that.
Q. Okay.
A. I think it's been before I started with Lockheed Martin, I think.
Q. Well, I want you to take just a few moments and focus on that question. And I'll kind of rephrase it, because I know obviously this is an important point in your life.
Have you been out of the country at all since your mother's passing?
A. No. If I had to guess, I would say the last time I was out of the country -- well, I know for a fact the last time was our last cruise. I just don't remember what year it was. It might have been 2006. It might have been 2008. It was a long time ago.

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Q. What does your wife do for a living?
A. She is a patient service representative at Cleveland Clinic.
Q. And can you tell me generally what that means?
A. As far as I know, helps patients set up doctors' appointments, a bunch of other -- I don't know everything she does.
Q. Okay. Does she work at the main campus or somewhere else?
A. Solon.
Q. For how long has she been an employee of the Cleveland Clinic?
A. That I don't know. I would say under five years and somewhere between two and four, I would guess.
Q. Was she an employee of the Cleveland Clinic at the time that your mother passed?
A. Yeah. I think she was, yeah.
Q. Okay.
A. I think, yeah. I think she

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was.
Q. Do any part of her responsibilities ever call for her to go to the Cleveland Clinic's main campus?
A. I don't know.
Q. You don't remember her ever saying to you, honey, today I was at the main campus, something like that?
A. I don't remember her ever saying that to me, no.
Q. Okay. Very generally, and we'll move on, where did she grow up, go to school and how did you meet her?
A. She grew up in Highland Heights. I think she went to Mayfield. Though I don't know, some people live in Highland and go to Mayfield. I suppose that's how it works.
We met through a friend of a friend a while back, about 10 years ago. And her mom was actually my teacher in grade school, so.
Q. Did she go to college?
A. Yes. She went to Tri-C.
Q. Okay. How would you

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describe your wife's relationship with your father?
A. I wouldn't. You would have to ask her. I don't know.
Q. You have no impressions of whether they're -- whether they get along, whether they don't get along? You have no idea?
A. I'd be guessing. I think they get along just fine. But that's my opinion, so.
Q. Okay.
A. You would have to ask my dad and my wife. I believe that they have no issues.
Q. Okay. I would expect -- I'm going to give this as an explanation. I'm going to ask you a different question. I would expect that a husband would have some clarity of whether or not his wife got along with his father. That being said, you under oath don't know one way or another whether they get along?
A. Correct. I said I would

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think that they do.
Q. How was your wife's relationship with your mother?
A. I would think that they got along pretty well.
Q. But you don't know for sure one way or another?
A. Same as my father, I would think that there was no issues.
Q. Okay.
A. I think that they all had a good relationship.
Q. Other than your income and your wife's income, what other sources of income exist for you and your wife's household?
MR. COHAN: Objection. You can answer.
THE WITNESS: I can't answer?
MR. COHAN: You can.
A. Oh. I get some money from the lottery each year for the winning I had.
Q. For a what?
A. An annuity.

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Q. An annuity? Okay.
A. Yes.
Q. And so generally how much do you pull in from that annuity each year?
MR. COHAN: Objection. You can answer.
A. I don't know if I'm allowed to answer that. Am I allowed to answer?
I don't know if I'm allowed to answer that.
Q. Why would you not be allowed to answer?
A. I don't know if I'm allowed to. Am I allowed to discuss annuities I receive?
Q. Yes. There are no limitations on the scope of this deposition.
A. Okay. Somewhere between -- it's a 5,000 a year ticket.
Q. Okay. And what's your -- you personally, what's your annual income?
MR. COHAN: Objection.

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A. You know, I got a promotion, so it's going to raise in a month. It's going to raise it after that.
I don't know what it currently exactly is right now. Somewhere between -- in this program, it changes every year and there's step raises. So I don't know.
I would say somewhere in the -- at this day, it's probably 40, low to mid 40s. And then it will be in the 50s in two months. And then it will be in the 60s in the year after that.
Q. Okay.
A. So I really can't give you an exact amount.
Q. Okay.
A. And then if you count the money from the ticket, so.
Q. We'll do it separately. And then the last question on this, and then we'll move on.
A. Okay.
Q. What does your wife make each year?

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A. That I don't know. I would guess somewhere between 25 and 40.
Q. You have no idea what your wife's --
A. I don't remember.
Q. -- income is?
A. I think she's told me before. I don't remember what it was though.
Q. Okay.
A. Somewhere between -- I know it was -- I think it was less than mine. It was less than mine from what I remember, but I don't remember what it was.
Q. Okay.
A. I'd say somewhere between the 25 to 40 range.
Q. Okay. Other than your lottery annuity and your income and your wife's income, any other sources of income for your household?
A. My dad has given me money.
Q. Okay. Has he given you money in the last 12 months?

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A. Yeah.
Q. Okay. And ballpark how much has he given you in the last 12 months?
A. I have no idea.
Q. Is it closer to 10,000 or 100,000?
A. Probably closer to 10,000.
Q. Okay.
A. If it was that much. I don't know.
Q. Maybe somewhere between zero and 10 K?
A. It's hard to guess, because, you know -- it's hard to -- I don't want to guess. Yeah, I would say it's under.
Q. Have there been times in the last year where you've requested or asked your father to provide you with some form of financial assistance and he's declined?
A. That I don't recall. I don't remember that, no.
Q. Okay. Do you recall your father ever declining to provide you

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with financial assistance when you asked for it?
A. I'm trying to think. I don't recall.
Q. Okay. Does the name Mary Skeirik, Skeirik, excuse me, S K I E R I K, does that name mean anything to you?
A. Yeah. Unfortunately I know that's my dad's girlfriend.
Q. I'm sorry. Did you say unfortunately?
A. Yeah.
Q. Okay. Why did you use the word unfortunately?
A. Because I don't care for her very much.
Q. Why is that?
A. Because I found out that my dad gave her some money, and I'm not very happy about it.
Q. Did you find that out after her recent deposition?
A. I found that out from my dad's mouth. He told me. And I yelled

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at him.
Q. Did he tell you that when he was in town last time?
A. He told me a long time ago.
Q. Okay. What's your present understanding as to how much money he has given to Mary?
A. A lot. I don't know exact amounts. But a lot. I don't know. I couldn't guess.
I'm trying to think what he told me. I'm trying to remember what he told me.
Q. Well, take a moment and think about that. I'm interested in what your best understanding is as to how much money he's given to Mary?
A. I don't know. A lot. I think he's given her a lot of money.
Q. What do you mean by a lot?
A. Thousands of dollars, thousands and thousands of dollars.
Q. Would it surprise you to learn that according to your father and Mary, that he's given her somewhere in

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excess of $110,000 in the last year?
A. It would piss me off. Yeah. It does surprise me, yes.
Q. I'll represent to you that under oath that's both of their testimonies.
A. That doesn't make me very happy right now. So that's one of the reasons I don't like her. I think she's a gold digger.
Q. Well, so what is it about the fact that your father has made the decision as an adult grown-up to give money to somebody that upsets you?
A. Sure.
Q. Share with me why that upsets you?
A. Sure. Because according to him he's just met this lady, and she's already asking him for money and lots of money.
Q. Why do you say according to him they just met? What do you mean by that?
A. Because I asked him how long

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he's been with her. And I don't remember the exact time period, but it was well after my mom passed he said he met her, which hasn't been that very long. And if someone is asking you for money after that short amount of time, there's a problem there.

Q. I'd like you to focus on what you recall in terms of your father telling you when he met Mary. And I'd like you to give me the closest point in time that you recall him telling you that he met her.

Obviously you know when your mother passed?

A. And I know he told me he didn't have a girlfriend then.

Q. Do you believe that? Did you believe that?

A. I do believe that.

Q. Okay.

A. And when he told me he -- I don't remember how I found out that he was dating her. I think he told me or somehow I found -- I do remember how I

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found out.

He sent me a picture of himself at the beach. And I saw a lady, I think a lady's hand or something in there. And I don't remember. It wasn't that long ago.

And I said, who the hell is that? He said, that's my girlfriend. I said, you're not -- you're never going to tell your son about your girlfriend. And I was pretty upset about that.

Q. Were you and your dad close enough that you would expect him to tell you if he had a girlfriend?

A. I would -- you know, I would -- that's a tough question. Because I don't know. He's never -- as far as I know he's never had a girlfriend, you know, so I wouldn't know.

Q. Were you surprised that he hadn't told you he had a girlfriend?

A. Yes.

Q. Okay.

A. Well, actually, I think he -- maybe not surprised. Because I think

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he knew that I wouldn't be happy.

Q. Why aren't you happy?

A. For two reasons. Number 1, she's already asking him for money. It sounds like a gold digger. And, number 2, my mom hasn't even been gone that long. It pisses me off.

Q. Do you remember whether your father -- well, let me back up.

You indicated that he sent you a picture. How did he send you that picture?

Are you okay? Do you want to take a break? Josh, are you okay?

A. I'm just thinking about my mom. I just miss my mom.

Q. All right.

MR. WINTER: Let's take a break for a couple minutes, counsel. Is that okay?

MR. COHAN: Sure.

(Recess had.)

Q. Mr. Sherman, we just took a break. Are you comfortable continuing at this time?

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A. Yes. Yes. Yes.

Q. Okay. You had indicated that your father had sent you a picture. How was that picture sent?

A. I don't remember. I think it was -- he sent it to my phone I think.

Q. Okay. And that would be the phone that's associated with the phone number you gave us earlier?

A. It's the only phone I have.

Q. Okay. And has your service provider for that phone changed at any point in the last three years?

A. Not that I know of, no.

Q. Okay. And so you still would be able to access that photo to determine when it was sent, if you were to scroll through your text messages?

A. I wasn't -- no. I didn't save the picture of his girlfriend, no.

Q. Okay. Was it attached to a text message that he sent from an iPhone?

A. I don't remember.

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Q. What kind of phone do you have?
A. I have an iPhone.
Q. And for how long have you had an iPhone?
A. I don't want to guess. Over a year.
Q. When is the first time that you ever heard of Mary Skeirik or met Mary Skeirik?
A. When that picture came in, and I asked him about it.
Q. You had never heard any reference to her or met her before?
A. Nope.
Q. Okay.
A. I never met her, just for the record.
Q. Understood. You never met her in your life?
A. Yes.
Q. When your father was sharing with you that he had a girlfriend, and that he had provided her with some money, did he ever indicate to you that

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part of that money was being utilized to fund her children's education?
A. I asked him about -- I asked him about why. He said -- I thought he said something about a charity or something. I don't remember exactly what it was though.
Q. And I'll represent to you that the testimony is that he's given about $60,000 to her charity of which he's the only funding source.
But there's an additional $50,000 thereabouts that he's provided to help her with personal expenses, including the funding of her children's education. Is that all news to you?
A. I don't remember if he said that or not. I don't.
Q. Okay. Where would your father obtain $110,000 to provide to somebody who he had known for a brief period of time?
A. I have no idea.
MR. COHAN: Objection. You can answer.

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Q. Okay. What is your understanding of your father's financial situation as we sit here today?
MR. COHAN: Objection. You can answer.
A. I don't know his financial situation.
Q. He doesn't talk about that sort of thing with you?
A. I'm sure. In the past he's said that he had a good job being a surgeon. I don't remember specific amounts of money, no.
Q. Do you have an understanding as to where it is that his assets are held, at what banking institutions or investment firms?
MR. COHAN: Objection. You can answer.
A. I've heard him many years ago talk about Charles Schwab when he used to trade stocks. That's the only one I can -- and I think he has an account at Ohio Savings. That's all I could think of.

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Q. When would have been the last time that you would have discussed in any level of detail with your father what his holdings were or where they were held?
A. I don't recall.
Q. Within the last two years have you discussed that with him?
A. I don't know.
Q. Possibly, you just don't remember?
A. I just don't remember.
Q. Prior to Mary Skeirik, have you ever known your father to have any other girlfriends or relationships with females other than your mother?
A. No.
Q. We learned during the course of your father's deposition that there was a woman in New York named I believe it was Guiliano, last name Guiliano. Have you ever heard of a woman in New York with whom he had a relationship, a relationship by that name, while he was married to your mother?

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MR. COHAN: Objection.
A. No.
Q. Was that the first time --
MR. COHAN: You can answer.
A. That was the first time. The only person I ever heard of was this Mary lady.
Q. And so me here today discussing this with you, this is the first time that anyone has ever disclosed to you that your father had a relationship while he was married with a woman in New York?
A. As far as I remember, yeah.
Q. Okay.
A. I think I would --
Q. I'm sorry. I don't mean for things to come up in the first instance during this. Obviously I have to ask the questions.
A. I don't know her. Never heard of her.
Q. Have you yourself ever been a party to a lawsuit? And I'm not talking about the current dispute in the

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probate court. But you yourself, have you ever sued somebody or had somebody sue you?
A. I don't think so.
Q. Okay.
A. I don't know.
Q. Have you ever filed any sort of a administrative claim, whether it was a Workers' Compensation claim, whether it was an unemployment claim, ever filed anything like that?
A. I never filed an unemployment or a Workers' Compensation claim.
Q. Okay. Any other administrative claims that you ever would have filed?
A. I don't know. What do you mean by administrative?
Q. Sure. So I'm not talking about court cases. I'm talking about matters where you would have filed some sort of complaint or claim with some administrative agency of any sort.
A. I don't recall.
Q. Okay. Have you ever had any

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sort of judgment issued against you for anything, any monetary judgment by any civil authority?
A. I don't recall.
Q. And have you ever testified in court before?
A. Yeah.
Q. Okay. Would that have been in association with the divorce proceedings?
A. I guess that was considered testimony. And, yes.
Q. Okay. And what I'm talking about is actually going into a courtroom, getting on the stand, being sworn in and testifying. Have you ever done that?
A. I can't remember if I got on the stand. I remember Stafford asking me questions.
Q. Okay.
A. I don't remember if I took the stand.
Q. Okay.
A. And I had the grand jury. I

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don't remember. I got sworn under oath. I remember that part.
Q. Okay. Does the name Morris Dorfsman mean anything to you?
A. He's my dad's cousin.
Q. Okay. And sometimes cousins are close. Sometimes they're not. Is this somebody whom you during your life have had contact with?
A. I think when I was little.
Q. Okay.
A. I'd see him.
Q. It's not somebody who you see on a regular basis though?
A. I haven't seen him in a long time.
Q. Are you aware of any sort of civil dispute between Morris Dorfsman and your father concerning allegations of defamation?
A. I know my dad had a lawsuit against him a long time ago. I don't remember or even know if I was told what it was about. I don't remember what it was about.

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Q. Have you at any point in the last 12 months investigated or come to know anything more about those allegations other than what you've just said?
A. No.
Q. If I were to suggest to you that Mr. Dorfsman was alleging that your father had utilized his name in your father's interactions with an exotic dancer at a strip club, would that be news to you?
A. I don't recall. I really don't.
Q. Okay. Does the name Lindsay Rosen mean anything to you?
A. No.
Q. If I were to suggest to you that Lindsay Rosen was the exotic dancer at issue who claimed that your father had given her the name of Morris Dorfsman and had acted inappropriately in his interactions with her, would that be news to you?
A. I don't know who she is, so.

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Q. Have you ever heard any allegations in any way similar to what I've just said before?
A. Now that you mention it, when the lawsuit -- I think this was a long time ago. And I remember him saying something about -- I don't remember the details he gave me. I just remember him -- I don't remember her name or anything. I remember it having to do something with Morris though.
Q. Okay. Have you ever known your father to frequent gentlemen's clubs?
A. I know he's been to them.
Q. Have you ever gone with him?
A. Yes.
Q. When is last time you attended a gentlemen's club with your father?
A. The day before my wedding.
Q. Do you know the name Larry Shanker?
A. Yes.

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Q. And how do you know that name?
A. I think he's one of my dad's friends. I met him when I was younger.
Q. Okay. When you say he's one of your dad's friends, do you understand him to be a close friend, an acquaintance?
A. I don't know.
Q. Okay.
A. I really don't.
Q. When is the last time that you saw or interacted with Larry Shanker?
A. We went to a ball game. I think it was a Cavs or Indians game. It was years ago. I don't remember how long ago.
Q. Did you understand Mr. Shanker to be somebody in whom your father would confide?
A. I don't know. I really don't.
Q. You don't have any further insight into the nature of their

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relationship other than what you've already testified to?
A. Right.
Q. Steve Green, do you know that name?
A. Yeah.
Q. Who is Steve Green?
A. It's one of my dad's friends.
Q. Okay. And would you consider him from your standpoint to be a close friend, acquaintance?
A. I would consider him to be a good friend of my dad's.
Q. Okay. And when is the last time you had any contact and/or interaction with Steve Green?
A. I saw him at my mom's funeral. And I believe I talked to him on the phone when he had his surgery.
Q. And how recently would that have been?
A. My mom's funeral?
Q. No. I'm sorry. The surgery?

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A. Oh, I don't remember. Because I think he was recovering from it for a while. I don't remember if it was before or after my mom passed.
Q. Okay. Have you had any contact with Mr. Green in the last 12 months?
A. I think my dad put me on the phone with him once a year or two ago. I don't remember.
Q. And what was it that you discussed at that point?
A. Just to say hi.
Q. Okay. You haven't seen Mr. Green or spoken with him in the last 90 days?
A. No.
Q. Who is Jim Surso?
A. That's one of my dad's friends.
Q. Close friend?
A. I would think so, yeah.
Q. Would you consider Mr. Surso to be a closer friend with your father than Mr. Green or they're about the

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same?
A. I don't know.
Q. Okay. If somebody were to you ask you from your understanding who your father's best friend is, who would that be?
A. I don't know. Honestly I don't.
Q. Okay.
A. It could be either one. It could be someone I don't know. I don't know.
Q. How would you describe the current status of your relationship with your father?
A. We talk. We're close.
Q. Okay. Typically one might expect for a son to know who his father's closest or best friend or friends are. Is the nature of your relationship with your father such that you have insight as to who he is friends with and who he spends time with or no?
A. I just know who his friends

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are.
Q. Okay. Well, you indicated a moment ago that perhaps he has a close friend who you don't know.
A. Oh, no. No. No. I just meant it could be anyone. I don't know who his best friend is.
Q. Okay.
A. I think he has friends in Florida probably that I haven't met.
Q. Okay.
A. So that's what I meant by that.
Q. But as far as you know, is it the case that his two closest friends who you're familiar with would be Mr. Green and Mr. Surso?
A. My dad has got a lot of friends. I don't know.
Q. Okay. Do you know a gentleman by the name of Ed Weiskopf?
A. Yes.
Q. Who is Ed Weiskopf?
A. My dad's friend.
Q. A good friend or just an

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acquaintance?
A. I think they're friends.
Q. Okay. When is the last time you had any contact with Mr. Surso?
A. Me?
Q. Yes.
A. I don't remember. I went to dinner once. I don't remember how long ago it was though.
Q. Was it at any point since your mother passing?
A. I think we might have went to dinner once or twice since.
Q. Okay.
A. I didn't go alone with him. I mean, he was -- you know, I think we went to get Chinese once, and he was there. I think my dad brought him a couple times.
Q. I'm going to represent to you that the basis for the lawsuit that brings us here for this deposition relates to allegations that your father forged various powers of attorney and a revocation thereof and account forms for

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a Merrill Lynch account ending in the numbers 64. And that between the years of 2004 and 2010 deposited and withdrew funds which had been deposited into that account in the name of your mother without your mother being aware that that account had been opened.

Do you generally understand that to be the nature of the allegations in this lawsuit? Or is that completely new information to you?

A. I believe that's what I read online, yeah. I don't know much about the lawsuit.

Q. Okay. During the course of the divorce proceedings between your father and your mother, did you have an understanding that one of the issues of contention was how the family assets were going to be divided?

A. Yeah. I think that was an issue that they had.

Q. Okay. And how was it that you learned that that was an issue that they had?

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A. Probably just from hearing them fighting in the house.

Q. Okay. Were you still residing in the family home at the time of your mother's death?

A. No.

Q. You had moved out. For how long had you been out?

A. I don't remember that. A long time ago. I don't remember. A long time is a vague -- I don't remember. Somewhere between one and two years --

Q. Okay.

A. -- would be a guess.

Q. So --

A. I have to check when I moved in.

Q. So with your mother's passing in early 13, you would have moved out sometime maybe in 2011 or 2012?

A. I want to say it was sometime in 2011.

Q. Okay. And how frequently would you find yourself in the home

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between the time when you moved out and when your mother passed away? Were you over there every day? Were you over there once a week?

A. Rarely if ever. I don't remember.

Q. Okay. Did you intentionally try to avoid going over to the house once you had moved out?

A. I didn't like being in the house. It was a hostile environment.

Q. Okay. So when you indicated that you would overhear them discussing or arguing about the financial aspect of the divorce, that would have been while you were still living at home?

A. I think my parents fought about money my whole life. I don't know.

Q. Okay. Well, let's talk about that.

A. Sure.

Q. What do you mean by that, that your parents would fight about money your whole life?

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A. Just fight about money. I don't remember specifics.

Q. Okay. Was there not enough money to cover the household expenses?

A. I don't know.

Q. Was it that your mother felt your father was spending money on things he shouldn't spend money on?

A. I don't know.

Q. Was it that your father felt your mother was not being frugal enough?

A. I don't know.

Q. Okay. Describe what you understood to be your father's view as to -- let me ask a different question.

Did your father view the family assets as belonging equally to he and your mother? Or did he expect for your mother to check with him before she would engage in any sort of significant spending?

MR. COHAN: Objection.

A. I don't know.

MR. GREEN: Objection.

MR. COHAN: You can answer.

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A. I don't know.
Q. Okay. Typically when parents fight about money, it's because there isn't enough of it. It's not because there's too much. Would you agree with me?
A. I don't know.
MR. COHAN: Objection.
Q. You don't know. Okay. So you don't know if your parents fought about there being too much money?
A. I don't know. I don't remember specifics.
Q. Okay. Do you recall your father ever telling your mother that she was spending too much money on anything?
A. I think I remember him saying that during one of the fights. I'm sure he said that. I think that does ring a bill.
Q. Okay. And was that when you were a little bit older, when you were younger?
A. I don't remember.
Q. Is that something that you

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recall happening on one occasion or more than one occasion?
A. I don't remember. I just remember it happening before.
Q. How frequently would your parents fight about anything?
A. Frequently.
Q. Daily?
A. I don't want to guess. They argued a lot.
Q. Okay. Were they happily married?
A. I don't believe so.
Q. And as far back as you remember was that the case?
A. Yes.
Q. What did you understand to be the source of them not being happy?
A. Irreconcilable differences. They were just -- they just weren't good together.
Q. What do you mean by irreconcilable differences?
A. It's a vague term. It's they were just -- things just weren't

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working between them. It just – you don't fight with someone that much and things are happily.
Q. Well, let me try it this way. Did you ever hear your parents arguing about one or the other not being faithful?
A. I think I did hear my mom say that once.
Q. And what do you remember her saying in that regard?
A. I don't remember. I just remember it as a general term.
Q. You have a general recollection of your mother accusing your father of being unfaithful?
A. A vague recollection. But, yeah, I do remember it in one of the fights, I think.
Q. Okay. Do you remember anything else about that?
A. I think they both said the same thing about each other.
Q. Did you ever know your mother to cheat on your father?

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A. I never knew either of them to.
Q. You don't believe that your mother cheated on your father?
A. I hope not. I have no idea.
Q. As you sit here today, you have no reason to believe that ever happened, do you?
A. I have no information on it happening.
Q. Okay.
A. I don't know about it.
Q. You indicated that you remember your parents fighting about money at least on one occasion, correct?
A. Correct.
Q. What other bases for arguments do you recall? What else did they fight about that you have any recollection of ever?
A. I really don't recollect what they fought about. I just remember a lot of fighting.
Q. And when that would happen, what would you do?

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A. Try to stop the fighting.
Q. And when you would try to stop the fight, what would happen?
A. Sometimes they would stop. Sometimes they wouldn't.
Q. And when it wouldn't, what would happen?
A. I would leave the house.
Q. Did it ever escalate to violence?
A. Not that I remember.
Q. There was never an instance involving violence where you tried to break up an argument or fight?
A. With my parents, not that I recall, no.
Q. No one was ever physically injured in any of these altercations?
A. Not that I recall.
Q. Okay. During the lead up to the divorce and during the divorce, do you recall being aware that your father felt that your mother was spending too much money?
A. I don't recall.

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Q. Has your father ever discussed with you at any point in time in your entire life any account that was held at Merrill Lynch?
A. I think he mentioned it after the lawsuit my sister brought.
Q. Is that the first time that he ever discussed such an account with you?
A. Yeah.
Q. Had you ever seen any sort of documentation or paperwork associated with a Merrill Lynch account for either of your parents?
A. No.
Q. Did you ever hear your mother talk about such an account?
A. Nope.
Q. Okay. Do you ever recall your mother indicating that she was surprised to learn that such an account existed?
A. Nope. Because I never found about it until this lawsuit.
Q. How old were you when your father retired?
A. I don't remember what year it was. Maybe somewhere between 16 and 20.
Q. And while he was still practicing, did you ever have occasion to go to the office?
A. I think my mom brought me there a few times.
Q. Did you ever meet any of the staff?
A. Yeah. But I was little, I don't remember.
Q. Do you remember a woman named Gail Reese?
A. Yeah.
Q. Who is Gail Reese?
A. She worked for my dad.
Q. Was she there for a while?
A. Yeah, I think she was there for a long time.
Q. And where do you understand Gail to be today?
A. My dad told me she was moving. I don't remember where though.

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I don't remember.
Q. Have you had any contact with Ms. Reese at any point in the last two years?
A. No.
Q. You have no idea where she lives?
A. My dad told me she moved. I don't remember where though.
Q. Do you know your father to have had any contact with her in the last two years?
A. Not that I know of, no.
Q. Can we agree that not only was it an issue, but it was an important issue between your parents as to how the assets were going to be divided during the divorce?
MR. COHAN: Objection.
MR. GREEN: Objection.
Q. You can go ahead and answer.
A. My opinion is that in any divorce that's an important issue, so, yes.
Q. Did your father ever express

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to you strong feelings about the division of the assets?
A. The only thing I recall him mentioning is that he wanted to split the money evenly and move on with his life.
Q. And on how many occasions did he express that to you?
A. I don't know.
Q. Okay. Did your mother ever express anything to you concerning her view as to what the appropriate division of the assets would be?
A. Not that I recall. I don't recall that.
Q. Do you have any personal view as to whether your father or your mother was right or wrong in terms of their respective views of how the assets should be divided?
MR. COHAN: Objection. You can answer.
A. Could you repeat that? I'm sorry.
MR. WINTER: Can you read it

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back.
(Record read.)
A. You know, I have no view of that. I didn't want any involvement in their divorce.
Q. Okay. And so if somebody were to suggest that you had picked sides, siding with one parent or the other, that would be absolutely false?
A. It's false. I was always closer with my dad though my whole life.
Q. Why is that?
A. Well, guys usually tend to be closer with their fathers. And girls usually tend to be closer with their mothers. Sports activities were always with my father. And I think that's just normal.
Q. Did you and your father ever go to the beach?
A. The beach? Yeah, we did.
Q. What beaches locally would you ever go to?
A. Oh, I never went to any local beaches with him.

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Q. Okay. Can you share with me the addresses of any e-mail accounts you've utilized in the last three years?
MR. COHAN: Objection. You can answer.
A. SHNOOK-1116 at Yahoo.com.
Q. At Yahoo.com?
A. And then I have -- I don't know if I ever used the AOL one. Probably a long time ago. JOSHNL, Nathan, Larry, 24 at AOL.com.
Q. That's JOSHNL24 at AOL.com?
A. AOL.com.
Q. Okay.
A. And my work e-mail, which I'm not going to give out.
Q. All right. And then in terms of computer devices -- and I want to be as broad as you can possibly interpret this, Josh. So I'm talking about smart phones, PDAs, iPads, iPhones, laptops, desktops. List for me any such devices that you have owned in the last three years?
MR. COHAN: Objection. You can

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answer.
THE WITNESS: I can?
MR. COHAN: Uh-huh.
A. Okay. Laptop, my iPhone. And what were the -- what else?
Q. Sure. IPads?
A. I don't own an iPad, no.
Q. A desktop computer?
A. At work.
Q. Okay. I'm talking about personally.
A. Oh, no, I don't.
Q. Okay. Blackberry?
A. No.
Q. Pager?
A. No.
Q. Okay. So the only device that has the ability to access the Internet or communicate with another device would be your iPhone and your laptop?
A. All my e-mails -- are you talking about e-mails? All my e-mails are on my phone.
Q. Okay. I'm talking about any

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-- I'm talking about devices now, not the means by which you communicate.
A. Laptop and phone, correct.
Q. Okay. And you've had the laptop for how long?
A. I don't recall.
Q. More than two years?
A. I don't recall.
Q. Have you gotten rid of any laptop or computer or phone in the last two years?
A. I had -- I had a phone and a laptop that broke. I don't recall how long ago it was though.
Q. Okay. Would that have been before or after your mother's death?
A. I don't recall.
Q. Okay.
A. I had a flip phone that was a piece of crap. Same phone number though.
Q. And the laptop that you broke that you got rid of, what kind of laptop was it?
A. A shitty one.

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Q. Okay. A Dell, an Apple?
A. You know, I almost never used it. I don't even recall. I think -- wait a minute. Let me think.
I'd be guessing. So there's no point in me guessing. I don't know.
Q. Okay. What kind of laptop do you have now?
A. I can go look at it and see if I have it in a box.
Q. Okay. I appreciate that.
What kind of laptop do you have now?
A. I don't remember the brand.
Q. Okay.
A. I can get --
Q. Describe it for me. What does it look like?
A. I can get you that information. I think it's a Dell, but I'm not sure.
Q. Is it black, silver or what is it?
A. Silver. You know, I think it is a Dell.

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Q. Okay.
A. I don't use it much.
Q. Okay. So there's -- and no iPad. So the only device that you use in your personal life to access the Internet would be either your phone or your laptop?
A. Yeah. Almost -- yeah.
Q. Okay. Did you ever observe your father act in an intimidating or assaulting way as it relates to your mother?
A. No.
Q. Did you ever observe him get angry with your mother?
A. I'm sure he's been angry with her. They were married for 30 years, so.
Q. Did you ever observe him being angry with your mother over money?
A. I think I remember a fight I told you that they had about money once.
Q. And during that fight about money, would he have been the one who had become angry?

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A. I don't recall what happened. I just remember the topic coming up once or twice.
Q. Okay.
A. Or more. I don't remember how often.
Q. But you don't recall during the course of the divorce your father ever expressing to you that he was angry with your mother over financial issues?
A. I remember him saying he wanted to split his money and move on with his life.
Q. And that's the only statement he ever made to you about money during the course of the divorce?
A. I don't recall. I don't want to guess.
Actually, you know, I do remember. I got to take that back. Because I do remember something. I do remember he said that she took out a lot of money right when they started the divorce. I do remember that.
Q. What did he say to you

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specifically in that regard?
A. I don't remember. I just remember he said she took out a lot of money.
Q. Was he angry?
A. I don't think he was happy.
Q. So that would be a yes?
A. Yeah, that would be a yes.
Q. Okay. Did he express to you how he intended to address that or to prevent that in the future?
A. No.
Q. Okay.
A. He got a lawyer.
Q. Okay. Did your father ever discuss with you at any point during the divorce the prospect that if things didn't go his way in the divorce that he may be forced to go back to work?
A. I don't think he ever said that.
Q. Did he ever express to you a concern that he might have to return to the work force?
A. I don't recall. I really

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don't.
Q. What did you understand to be the ways in which your father would spend money outside of the normal family expenses?
MR. GREEN: Objection.
A. Am I allowed to answer it?
Q. Yes.
A. Could you clarify that?
Q. Sure. Did your father ever gamble?
A. I think he's -- yeah, he's been to the racetrack before.
Q. Okay. Is that something that only happened once or twice that you recall or is that something that would happen pretty regularly?
A. I don't think it was very often.
Q. Okay. What racetracks would he go to?
A. I think ThistleDown and once in a blue moon Northfield. I don't think it was a regular thing though. I think it was once in a while thing.

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Q. Would he ever go to a casino?
A. Yes.
Q. What casinos would he go to?
A. I know he's been in the Horseshoe. I don't know the frequency.
Q. Is that -- going to casinos, is that something he did while your parents were still married?
A. I don't think he ever discussed that with me.
Q. Okay. So racetrack, casinos -- I'm sorry?
A. I don't think he went very often.
Q. Okay. Gentlemen's clubs, you indicated you had been with him at least once, maybe more. Did you understand that when he was married to your mother that he would go to the gentlemen's clubs?
A. I knew he went. I didn't know the frequency.
Q. Your best estimate as to how many times you had gone with him is

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what?
A. This would be a guess, too. In my life maybe, I don't know, four times maybe.
Q. When your father went with you --
A. It could have been a few more, a few less. I don't know.
Q. When your father went with you the one instance you remember right before your wedding, did he get lap dances?
MR. GREEN: Objection.
A. I don't recall.
Q. Okay. Did he ever go on guy's trips, traveling out of town for a weekend or anything like that, when your parents were married?
A. I don't recall.
Q. Do you remember any other ways that your father would spend money in a discretionary or recreational way while your parents were married, other than we've already talked about?
A. I think my dad was pretty

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frugal with his money. I don't think he liked to spend. I think he tried always to save his money. He was pretty frugal with money from what I remember.

Q. Do you recall your father experiencing some significant losses while day trading?

A. I think he did lose money in the stock market. I don't know how much.

Q. So you have no idea whether it was $10,000 or a million dollars, you wouldn't know that?

A. I have no idea.

Q. And if you were to learn that it was a very significant amount of money, that would come as news to you?

A. Yeah. It would be news to me, yeah.

Significant is a broad term, too.

Q. Would it come as a surprise to you that your father paid a monetary settlement to Morris Dorfsman in association with the defamation lawsuit

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we discussed earlier?

MR. GREEN: Objection.

MR. COHAN: Go ahead.

A. I can answer?

Q. Would that be a surprise to you?

A. That would be a big surprise to me.

Q. Does your father have a temper?

MR. GREEN: Objection.

A. I don't believe so.

Q. Did your father ever exhibit a temper as it relates to any of your siblings?

MR. GREEN: Objection.

A. I don't recall.

Q. Under oath did your father ever exhibit a temper as it relates to Josh?

MR. GREEN: Objection.

A. You have to define temper. I mean, I could say that Mr. Fried has a temper with me right now. I mean, it's an objective term.

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Q. Did your father ever physically assault Josh?

MR. GREEN: Objection.

MR. COHAN: Josh, you mean him?

MR. WINTER: Yeah. Sorry.

Q. Let me rephrase. I apologize.

Let me back up. Josh, did your father ever physically assault you with a baseball bat?

MR. GREEN: Objection.

Q. You're under oath.

A. I think once he hit me with a plastic bat when I was younger.

Q. And were you injured as a result of that?

A. I don't think so.

Q. Okay. It wasn't a significant injury?

A. I think it was just more me being upset.

Q. He hit you in the arm or the leg?

MR. GREEN: Objection.

A. I don't remember.

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Q. Did you go to the hospital?

MR. GREEN: Objection.

A. No.

Q. You didn't seek any medical treatment for that?

MR. GREEN: Objection.

A. Nope. I wasn't hurt. I was just mad.

Q. Why did he hit you?

MR. GREEN: Objection.

A. I don't remember.

Q. You don't remember the circumstances that led --

A. I didn't even remember it until you just reminded me. I just remembered the incident now after you reminded me.

Q. How old were you?

MR. GREEN: Objection.

A. I don't know. It was so long ago, that's why I didn't remember. I just remembered it now.

Thanks for reminding me.

Q. I gain no enjoyment out of this, Josh.

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A. I know. I just -- I didn't remember that. Maybe it's something I tried not to remember.
Q. Can you describe for me your father's habits in terms of his travel schedule to Florida while he was married and also since?
So we can break that up into two points. Prior to your mother's passing, how frequently would your father spend time in Florida?
A. I have no idea.
Q. Would he be down there for weeks or months each year or was it just a week or two a year?
A. I know he went there. I didn't know how long. I didn't know when. You know, I didn't know durations. And I can't recall when or how long.
Q. What's your understanding as to how frequently he has been there since your mother's passing?
A. The majority of the year.
Q. At what point in 2013

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following the funeral did your father relocate to Florida?
A. I don't know. I don't remember.
Q. Did he in 2013 relocate to Florida?
A. I think he lives there nine months a year. Or I think he lives there until it's warmer --
Q. Okay.
A. -- is my understanding.
Q. And I guess my question is, following the funeral, was it two months, four months, six months before your father started spending the majority of the year in Florida?
A. And I honestly don't know. I would be guessing. I don't want to guess. That's why I have to say I don't recall.
Q. Okay.
A. I don't know.
Q. Do you recall the type of car that your father drove at the time of -- well, let's back up.

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The divorce proceedings in January and February of 2013, so if you can go back to kind of that time frame.
A. After this question, can I take a break real quick? I have to run to the bathroom after this question.
Q. Let's do it right now.
(Recess had.)
Q. Are you comfortable with continuing at this point, Josh?
A. Yes.
Q. Great. Who is Danny Heglaw?
A. He's one of my dad's friends.
Q. From your understanding is he a close friend of your dad or just a mere acquaintance?
A. I don't know.
Q. Okay. When is the last time you had any contact with Mr. Heglaw?
A. I don't recall.
Q. Within the last year?
A. Not that I -- I don't think so.
Q. Okay. Who is Bill Barris?

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A. That was a guy I used to work with.
Q. Okay. Is Bill a friend of yours or --
A. No.
Q. Okay. Was he ever a friend of yours?
A. He was a work friend, I would say, acquaintance.
Q. But he's not anymore?
A. No. He's definitely not anymore, no.
Q. Why is that?
A. I'm trying to think of what happened between me and him. He kept calling my phone and just it was very annoying, irritating.
Q. Okay. Any other reason?
A. I'm trying to think what the exact situation was. I remember he was calling my phone.
I have to think about it. He made an anti-Jewish remark to me, a Jewish joke that offended me. And I think he was anti-Semite. He made a

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couple of Jewish jokes that were very offensive to me. I think that was the main reason.

Q. Okay. There was no other disagreement or issue that you and Bill ever had other than him making anti-Semetic remarks to you?

A. I remember Bill very vaguely. I haven't seen him in a long time. He would call my phone. And it was becoming annoying. I had to block his number because he kept calling.

And he was just weird, a creepy guy, just, you know, weird.

Q. Okay. Nothing else? You've described the full universe of issues you ever had with Bill Barris?

A. That I recall. I don't recall anything else.

You can -- you know, I could look in my work e-mails and see. I had some -- he sent me some anti-Semetic Jewish joke that really offended me and a couple of other things that I saved.

And he was basically known around

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the office to make inappropriate remarks to women and inappropriate jokes and just a number of things like that.

Q. Okay. Certainly nothing that ever -- well, let me back up.

Did you ever address this issue in-house with your HR department?

A. Oh, I brought it to the management about the Jewish remarks. And I -- he said something to me, I thought it was -- I don't know if it was a threatening manner.

He was basically a whack job, is the way you would describe him. He would make off-the-wall remarks, you know. My grandparents were in the Holocaust. I'm Jewish. I take those remarks pretty offensively.

Q. Of course.

A. He made some other comments.

I remember another time he pulled out -- just some money, just stupid comments that offended me. It just got to the point where I wanted nothing to

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do with him.

Q. But you certainly never acted inappropriately as against Bill?

A. No.

Bill Barris, I haven't heard that name in a long time.

Q. The car your father was driving back in January and February of 2013, do you remember what that was?

A. It was a Lexus truck, I think.

Q. And whatever came of that Lexus?

A. My understanding is he traded it in. That's what he told me.

Q. Okay. When did you learn of that?

A. Around the time he got his new car. I don't remember when.

Q. Did you have any involvement in the transaction where he got rid of the Lexus truck?

A. No.

Q. What do you know about the transaction where he got rid of the

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Lexus truck?

A. I know his truck kept breaking. And I had been telling him for years to get rid of it. And one day he just called me, I got rid of it. I traded it in.

Q. Okay. That would have been after your mother's death or before?

A. I think it was after. I'm not 100 percent. I think it was after.

Q. Was it pretty soon after?

A. That I don't know.

Q. Okay. We talked a little bit earlier about the extent of your knowledge as to where your father may have his assets. And we talked about banking institutions. And we talked about investment firms or accounts.

Did you ever know your father to hold assets in any other way, other than in an actual bank account or investment account?

A. I don't recall.

Q. What about safe deposit boxes?

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A. I know he had one. I don't recall what was in it.
Q. Okay. How many safe deposit boxes did your father have that you ever were aware of?
A. I thought just Ohio Savings Bank. That's the only one I was ever aware of.
Q. When did you for the first time become aware of that safety deposit box?
A. I don't know. I was probably a real little kid. He used to take me in with him when I was probably, I don't know, somewhere between five and 10.
Q. Okay. And so how many times would you estimate that you ever actually went to the bank and were in the same room as the safety deposit box?
A. I don't recall.
Q. Okay. What about as an adult? And by adult, I'm referring to age 18 and up. How many times did you ever go to Ohio Savings and be in the

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actual same room as the safety deposit box?
A. I don't recall.
Q. Did that ever happen?
A. I can't say yes and I can't say no. I don't recall.
Q. Okay.
A. I remember going when I was little.
Q. Okay. But you don't recall ever going to Ohio Savings Bank as an adult either with your father or without him and coming into contact with your father's safety deposit box?
A. I remember going to the bank with him. I don't remember ever going in the bank safety deposit box area.
Q. How many times did you go to the bank with your father as an adult?
A. Not very often. A few times.
Q. Did that happen during the course of the divorce ever?
A. Not that I recall. I don't recall. I don't want to guess. I

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don't recall.
Q. Okay. Did your father ever at any point in your life ask you to take something to the bank to place it in the safety deposit box or alternatively -- well, let's break it down. Let me rephrase the question.
Has your father ever, and by ever I mean from the time you were born, requested of you that you take something and put it into the safety deposit box?
A. I don't recall. I don't. I don't want to guess.
Q. It's possible is what you're telling me?
MR. COHAN: Objection.
Q. Well, if you can't recall, that means it's possible, but you just don't remember, right?
A. He never gave me any money to put in there. I don't recall if he gave me anything else.
Q. So you're certain, you're certain that your father never gave you any money to put into the safety deposit

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box?
A. I am a million percent sure, swear on my mother's soul, never.
Q. Okay. What else conceivably would he have given to you to place in the safety deposit box?
A. I think when I was -- once when I was younger, I think he gave me one of his baseball cards. And he said, lock it up, it will be worth a lot of money one day.
I think -- that's why I said I think once he did. I don't remember though. I don't recall 100 percent. Because I don't know if I actually -- I think I still have it in my house, so.
Q. Did you ever view the contents of the safety deposit box?
A. Did I ever see my dad's safety deposit box?
Yeah. When I was a kid, I think he did show me.
Q. And what was in there?
A. I don't remember.
Q. Money?

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A. I don't recall. I was very young.
Q. You don't recall whether there was any cash that was in there?
A. I don't recall.
Q. Has your father ever requested that you take anything out of his safety deposit box?
A. I've never put anything in it or taken anything out of his box that I recall. How would I? I mean, I don't have his key. How would I do that? So, never.
Q. Have you ever been identified as a joint holder of a safety deposit box with your father?
A. Never. Unless he didn't tell me about it.
Q. Have you personally ever had your own safety deposit box?
A. Yeah. Still do.
Q. How many?
A. One.
Q. And where is that?
A. Ohio Savings Bank.

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Q. Okay. And when did you establish that safety deposit box?
A. I don't remember. Maybe five years ago. I don't remember. I don't want to guess.
Q. Okay. And what's in it?
MR. COHAN: Objection. You can answer.
A. Work documents, like my 401 K stuff. I think some Social Security -- my Social Security card maybe is in there. I think I had some of my losing lottery tickets in there. I think I had some of my old baseball cards in there. And I think I may have one of my old watches that I got when I was a kid there.
I don't remember what else is in there. It's not -- nothing of consequential value.
MR. FRIED: Can we take a break?
MR. WINTER: Yeah. Let's take a break.
(Recess had.)
Q. Josh, if I asked this

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earlier, I apologize. But when did you establish your own safety deposit box?
A. I don't know the exact date. I would guess -- I'd be guessing.
Do you want me to guess?
Q. Your best estimate.
A. Four or five years ago.
Q. Okay. And was there anything in particular that caused you to open that at that time?
A. Yeah. I didn't want to lose my work paperwork with my 401 K and stuff. I didn't want to misplace it. And I think that was the main reason why I got one.
Q. It didn't have anything to do with -- it didn't have anything to do with the fact that your parents were having marital problems?
A. Absolutely not.
Q. Okay. And so if I were to represent to you that the divorce proceedings commenced in late June of 2011, and the safety deposit box was opened in July of 2011, that would not

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-- that would be a mere coincidence?
A. That would be a coincidence, yes.
I thought it was opened before that. I thought it was opened a little bit before that. I thought it was in 2009 or 10, but I wasn't sure.
And another thing about that is, I don't remember the exact date, but I do remember I moved out at some point after. I think that was another reason I wanted a box, because I was no longer living at home. I don't remember when I moved out though.
Q. The lottery tickets that you have in your safety deposit box, have those been in there since the time you opened it?
A. Yeah. I save -- I save all the lottery tickets I have. Some are lying around the house. Some my mom stole. Some were in the box. I have some in my apartment now.
Q. Help me out. Why do you save losing lottery tickets?

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A. Because I get a tax return from them.
Q. Okay.
A. For my winning ticket. It's a write-off when you save the losers.
Q. Did your dad do that, too?
A. I don't know. I think he probably did. I'm not 100 -- I don't want to guess. But I think he did.
Q. Okay. How frequently would you visit your safety deposit box once you opened it?
A. I don't know. I don't recall.
Q. Were you there multiple times each month? Were you there every three months? Give me some idea as to the frequency?
A. Well, the best of my recollection is, when I would buy a baseball -- I collect sports cards. And usually when I would buy a couple, I didn't want them sitting in my apartment, so I would throw them in the box.

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And, you know, I do a little E-bay. I buy cards. And I've been doing that since I was a little kid. And after I buy a few, I don't want them sitting around. We have maintenance enter my apartment. So every time after I buy a few, I tend to go in the box and throw them in there.
Q. Okay. Do you keep any sort of log of your baseball cards or are they insured in any way?
A. I mean, they're not -- they're of inconsequential value. I mean, every one is somewhere between 10 and a couple -- a few hundred dollars, I think. They're not real value. It's just I don't want maintenance going through my stuff and taking them.
Q. You're not going to your safety deposit box, back when you opened it, every three or four or five days though? It's not like you're going that frequently?
A. I don't recall how often I went. You know, it was probably based

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on my E-bay purchases and when I was putting my cards away.
A lot of it depended on when maintenance was visiting. When they would come, I usually would throw some cards in there.
Q. How frequently would maintenance come?
A. It just depended. Sometimes they had water -- sometimes it was three times in a month. Sometimes they didn't come for six months. They put a notice on your door, 24 hours.
Q. They're not coming every three or four days though?
A. There was weeks where they came several times. I remember I would put my crap in the box, and then I would take it out.
Q. How many safety deposit boxes have you ever opened personally?
A. One.
Q. Just that one at Ohio Savings?
A. Right.

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Q. Does your wife have any safety deposit boxes?
A. I don't think so.
Q. Do you have any bank accounts outside of the United States?
A. Outside the United States?
Q. Yes.
A. No.
Q. Okay. Do you know anyone that does?
A. Outside of the United States?
Q. Yes.
A. No.
Q. Okay.
A. How would you -- maybe that's new to me. No, I don't know how you would even do that, so.
Q. Okay. Has your father ever asked you to hold anything of value for him?
A. I don't recall.
Q. You don't recall. Does that mean it's possible?
A. I just got to say I don't recall, you know.

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Q. Okay. Well, has your father given you anything in the last three years and said to you something to the effect of, I want you to hold this for me?
A. I don't think so.
Q. You don't think so, or?
A. I would say no.
Q. Okay. Is it possible?
A. I don't think it's possible.
Q. Is there anything you're holding of value for your father right now?
A. No. No. I don't think it's possible.
Q. Okay.
A. I think he did hold one of his pair of winter gloves though in my apartment. So is that -- I don't know if you mean value. I think I had a pair of his gloves. I think he loaned me a pair of his winter gloves.
Q. When did he do that?
A. I think a couple winters ago. I don't know if I returned them

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or not.
Q. Are they still there?
A. I don't know. They were cheap. They were like $8 gloves.
Q. When is the last time you saw them?
A. A couple -- I don't know. I don't know. I could look through my apartment. I probably still have them.
Q. Okay. If you have those, you'll let your attorney know.
A. Sure.
Q. So a couple of winters ago, that would have been the winter of 2012 or 2013?
A. He bought me a Browns hat, my Browns gloves. And I think he got me a leather coat, too. They were gifts though.
Q. When was that?
A. I don't remember. Probably five years ago.
Q. Okay. Well, you said a couple of winters, so that's why I asked.

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A. Probably five years ago.
Q. By a couple, you mean five?
A. Probably about four, five years ago, yeah.
Q. Okay.
A. The coat is actually in ruins right now. The whole sleeve is -- has cotton coming out of it and it's all beat up, so.
Q. You would also be able to provide that to your counsel, if requested, the coat?
A. You could have the coat. I'll look through the house for whatever you want.
Q. Okay. Have you ever discussed with your father the concept that your mother was claiming that she was entitled to assets which your father believed she was not entitled to?
A. Wait.
Q. Sure.
A. I don't understand it. What do you mean? Could you rephrase?
Q. Sure, I'll rephrase it.

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Have you ever discussed with your father a view that he held --
A. I'm listening.
Q. -- that your mother was seeking assets in the divorce to which she was not entitled?
A. I don't recall.
I was trying to see if I had those gloves in here.
Q. Have you ever discussed with your father his intent in terms of future monetary benefits or payments that he would make to you and your wife?
MR. COHAN: Objection. You can answer.
A. He said he was going to give me some money for my wedding.
Q. Did that happen?
A. He gave me some money, yeah.
Q. How much money did he give you?
A. I don't recall exactly how much.
Q. Was it more or less than

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he's given to Mary Skeirik in the last year?
A. Oh, it was way less. I just don't remember how much.
Q. Okay. Has he committed that he would provide you with any form of inheritance or any form of future monetary benefit for any reason whatsoever? Has he said he would do that?
MR. COHAN: Objection. You can answer.
A. I know he told me I'm in his will.
Q. Okay. And specifically what has he told you in that regard?
A. That he's leaving a lot of money to me when he dies.
Q. When did he tell you that for the first time?
A. I don't recall.
Q. Is that something that he's only mentioned recently?
A. I think he's been saying that my whole life. I just don't

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recall when it started, when the first -- I don't know. I've heard him say it.
Q. What statements has he made to you about his will since your mother's passing?
A. About my -- he said that one day when he dies, he's going to give me some of his money. That's all I could recall him saying.
Q. Okay.
A. He's been saying that since I was a little kid.
Q. Okay. Do you count on that?
A. I just think he's -- no, I don't count on it. I think one day -- I think the way he says it, it will just be like, you know, one day this will be yours, you know, statements like that, you know.
Q. And when he would say that, and he would say this would be yours, what was the this? What was he referring to this?
A. He said, one day when I die,

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your -- all my money will be yours.
Q. Okay. And has he said that at all since your mother's passing?
A. I don't recall when he said it. I don't. He's said it more than once in the last 29 years, so.
Q. Right. My question is in the last two years has he said it at all?
A. I don't know. I don't recall.
Q. Okay. You indicated earlier that your father has provided you with some monetary assistance in recent years. What was that for precisely?
A. He helped me -- I think he helped my brothers and all of us with stuff. He helped me with rent. He gave me part of my wedding present.
Like I said, you know, he's always provided for me, you know, whether it would be a winter coat, you know, a watch. You know, whatever, you know, whatever it is just.
Q. Okay. Do you feel as if

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your inheritance is currently in jeopardy due to Ms. Skeirik?
MR. COHAN: Objection. You can answer.
A. I don't think so.
Q. Okay. What do you understand generally to be what is likely to come to you by way of inheritance in terms of an amount?
A. I have no idea.
Q. You've never discussed that with your father?
A. I don't recall.
Q. Your father has never indicated to you that a certain amount of money was going to come to you once he passes?
A. I don't recall.
Q. It's possible that he said that?
MR. COHAN: Objection.
A. I don't recall.
Q. My question is, is it possible, yes or no?
A. It's possible. I don't

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recall.
Q. And is it possible that he has made that statement at some point in the last two years?
MR. COHAN: Objection.
A. I don't recall.
Q. Is it possible, yes or no?
MR. COHAN: Objection.
MR. GREEN: Objection.
A. That he said -- wait. What?
Q. Is it possible that at any point in the last two years your father has made a representation to you that a certain amount of money will come to you once he passes away by way of inheritance?
MR. GREEN: Objection.
MR. COHAN: Objection.
A. I think he's said it my whole life.
Q. Okay.
A. So.
Q. And so it's possible that happened the last two years?
A. It's possible it's happened

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every year for the last 29 years.
MR. COHAN: Objection.
MR. WINTER: Give me just a moment, counsel.
- - - - -
(Thereupon, Deposition Exhibit-A was marked for identification.)
- - - - -
Q. Mr. Sherman, I've handed you what's been marked for purposes of your deposition as Exhibit A. I'm going to ask you to read that document. And let me know when you've finished doing so.
A. Okay.
This is a lie.
MR. WINTER: I'll move to strike the editorial comment. There is no question pending.
A. Okay.
Q. This purports to be an e-mail communication from your mother's e-mail address to her attorney's e-mail address with the subject, Josh safety boxes.
A. Yeah.

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Q. My question -- well, initially have you ever seen this document before?
A. Nope.
Q. Okay. It appears to assert in the early part of that paragraph in the middle of the page that your mother overheard a conversation between you and your father. Is that how you interpret that allegation?
A. That's what it says here.
Q. And that allegation is that your mother overheard a conversation between you and your father, wherein your father asked you, do you have my money?
Is that how you understand that allegation to read?
A. That's what it says.
Q. And that at that point, not knowing that your mother was home, you and your father discussed that issue. Is that how you read that allegation?
A. That's what it says.
Q. All right. So let's stop

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there and talk a little bit about that.
A. Sure.
Q. Do you have a recollection of any interaction with your father back on July 23rd of 2011?
A. No. I don't remember, no.
Q. Okay. Do you have any recollection at any point in your life having a conversation with your father wherein he asked you whether you had his money?
A. All the time.
Q. Okay. Tell me the circumstances under which that would have happened?
A. Oh, all the time. Go get this pizza. Do you have my change? Do you have my money? Go pick up KFC. All the time. I picked up food for him all the time. He would always ask me, do you have my money, when I gave him his food.
Q. Okay. So his change, he wanted his change back?
A. That's the only time I could

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recall.
Q. Okay. All right. And so to the extent that your mother overheard any conversation between you and your father where the words do you have my money were mentioned, the only circumstance under which those words would have been uttered by your father to you would have been him asking for his change for food?
A. Or some kind of clothing or some crap of inconsequential value, so.
Q. Okay. And so the next sentence that indicates that at that point you and your father discussed where the money was going to be hidden, that would be a bald-faced lie?
A. That would be a bald-faced lie, correct.
Q. And would it -- does it surprise you to see in writing that your mother is asserting such a bald-faced lie?
A. It does surprise me.
Q. Does that hurt you?

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A. It does hurt me. Maybe she misheard the conversation.
Q. Okay. Did you ever know your mother to exhibit signs or symptoms of hearing deficiencies?
A. I don't know.
Q. Okay. Did you ever know your mother to be somebody who failed to tell the truth?
A. I never -- I never questioned her telling the truth. And I don't know.
Q. Okay. And so this assertion on this piece of paper that sits before you right now --
A. I take that back. Yeah, I've caught her in actually plenty of lies for numerous things I've seen her.
She used to always tell us she quit smoking years ago. We would always catch her smoking. I mean, little things like that all the time.
Q. Okay. White lies?
MR. GREEN: Objection.
A. Yeah. I suppose she didn't

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want to hurt my feelings.
Q. Kind of like not telling somebody they're fat, if they ask you if you look fat?
A. Right.
Q. You kind of told me about white lies earlier?
A. I would say something like that, yes.
Q. All right. But the document that sits in front of you marked as Exhibit A, and this assertion that your mother specifically overhead you and your father talking about hiding assets, this would be the first instance in your life where you have seen evidence that your mother has been untruthful on something of significance?
MR. GREEN: Objection.
A. I wouldn't want to say she was being untruthful. She may have just misheard the conversation.
I've never hid any money or anything for my dad ever in my entire life, so.

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Q. Okay.
A. I've borrowed, you know what I mean, so.
Q. Well, I guess there are at least three options, right? One is what is set forth here is correct. And you're telling me under oath that that's not the case, right?
A. This is not true, correct.
Q. Okay. The other options are she misheard it?
A. It's possible.
Q. And the only other option is she's lying, right?
A. Correct.
Q. You don't believe she's lying, because you had never seen her in your entire life lie about something of significance, right?
A. You know, I can't recall.
Q. Okay.
A. All I could speak on is this is not true.
Q. Okay.
A. That's all.

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Q. But to be clear, you can't recall a single instance in your life where your mother willingly lied about something that was significant?
A. She -- I think she's lied before. I just wouldn't be able to recall what it was about.
Q. Right. You can't tell me one right now, correct?
A. Well, I just did. She used to say she quit smoking, and I would catch her smoking.
Q. Putting aside the white lies.
A. Okay.
Q. I'm talking about something of significance. I'm talking about something of significance. Did you ever know your mother to tell willingly a lie about something that actually mattered?
MR. GREEN: Smoking matters.
MR. WINTER: Objection. Move to strike the editorial objection, counsel.
Q. Yes or no. If you do, tell me one?
A. I can't recall exactly. But

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I think she's lied about a number of things.
Q. Okay. You just can't tell me what they are?
A. I can't recall what they are.
Q. Okay.
A. If I did, I would tell you.
Q. Okay. So as you sit here today, you don't believe that in this e-mail your mother was lying, you think maybe she simply misheard the conversation, is that your testimony?
MR. COHAN: Objection.
A. I can't speak on behalf of her.
All I could say is this is not true, the part about the hiding part. Now, if he asked for change back for a pizza, that is definitely possible.
Hiding money, never in my life, ever.
Q. This e-mail seems to suggest that there was more than one safety deposit box that you had?

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A. Okay. It's not true.
Q. Your testimony under oath is that the only safety deposit box you have ever opened in your name or in conjunction with anyone else is the one that currently exists at Ohio Savings Bank in your name?
A. That's the only box I've ever opened.
Q. Okay. Have you ever caused any other human being to open a safety deposit box for any reason?
A. No.
Q. Have you ever accessed another human being's safety deposit box other than yours and possibly your father's?
A. I've never opened my father's box or anyone else's.
Q. Okay. Have you ever put or caused to be put in any other human being's safety deposit box any item other than yours and possibly your father's?
A. No.

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Q. Do you recall your father raising an issue during the course of the divorce with your mother about a $5,000 withdrawal from the joint checking account?
A. No.
Q. Do you recall an issue being raised during the course of the divorce about your father about money that might have been utilized to purchase Jennifer a new car?
A. I don't recall the time period. I do remember him discussing that though.
Q. And what do you remember about him discussing that?
A. That she used household funds to -- now that you mentioned that, I do recall that. Now that you mention it, that does ring a bell. I'm trying to think. It just rings a bell now.
I remember him saying something along the lines of household funds being used to help Jenn buy a car. I do remember that now.

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Q. And when he voiced that to you, was he angry?
A. Oh, he didn't voice it to me. It was someone else. I don't remember if it was my sister, my mom or someone else.
Q. You overheard it?
A. I overheard it, correct.
Q. And when he was conveying that, was he angry?
A. I don't remember.
Q. Do you remember him being happy about it?
A. I don't remember him being happy about it, no.
Q. He was upset about it?
A. I don't remember him being upset.
Q. Okay.
MR. WINTER: All right. Let's take a break for a couple minutes, counsel.
(Recess had.)
Q. Mr. Sherman, have you ever made any sort of posts to any media

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outlet or their website under any alias or other name or anonymous or anonymously other than your name?
MR. COHAN: Objection. You can answer.
A. Could you repeat it?
Q. Sure.
A. I'm trying to understand.
Q. I'd like to know whether you have ever made any sort of post or entry on any media outlet's website under a name other than your own?
A. What do you mean media outlet?
Q. Sure.
A. Like --
Q. Sometimes TV stations or other media outlets will have web pages.
A. Okay.
Q. And on those web pages there will be an ability of members of the community who have Internet access to access that site and to post some sort of entry. Do you understand what I mean by that?

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A. So you're talking about what Adam sent me, Cleveland.com, stuff like that, is that what your --
Q. No. My question is what my question is. My question is, have you ever posted anything to any media outlet's website under a name other than your own?
A. I have posted. And you have to create a name. I don't think you could use your own name.
Q. Okay.
A. So yes.
Q. Have you ever made such a post anonymously?
A. They're all anonymous. No one uses their name.
Q. Well, you have the ability to indicate your name in the entry or depending on how you name the account, something that would signal that it was you, correct?
A. I have no idea. I'm not real tech savvy.
Q. Okay. Describe for me all

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media outlets to which you have made posts concerning the issues involved in this lawsuit?
A. I don't even recall any of the posts I made.
MR. COHAN: Objection. You can answer.
Q. Okay.
A. I made -- I think I made a post. I don't remember what it was though. Probably a response to something.
Q. Where would that have been, to what media outlet, on what website?
A. I don't recall.
Q. Have you ever made a post to Ohio.com concerning the issues at -- let me rephrase the question.
Have you ever made any posts to Ohio.com concerning the matters that are the basis for this lawsuit?
MR. COHAN: You're talking about this lawsuit, you're talking about the Merrill Lynch account?
MR. WINTER: Yes.

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A. Okay. I don't think I've -- I don't even know what Ohio.com is.
Q. What about Cleveland.com?
A. I think I put a post there once. I don't recall what it was about though. It was a long time ago.
Q. What screen name would you have used if you were to have done that?
A. I don't recall.
And it would have been long before this lawsuit was initiated, if I do recall. I don't remember what it was about.
Q. What would have been the substance of that post?
A. I don't recall.
Q. Okay.
MR. WINTER: Let's go ahead and mark this as Exhibit B.
- - - - -
(Thereupon, Deposition Exhibit-B was marked for identification.)
- - - - -
Q. Mr. Sherman, I'm going to

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hand you what's been marked for purposes of this deposition as Exhibit B.
MR. WINTER: I'm sorry. I only have one copy. I'll make copies before we're done here today.
Q. My simple question to you on that is whether you posted that or not?
THE WITNESS: Can I see it?
MR. COHAN: Just let me look at it first.
A. What was the question?
Q. Did you post that?
MR. COHAN: You've got to read it.
A. Oh, did I post this?
I didn't post that.
Q. Do you know who did?
A. I have no idea.
Q. Okay.
A. Is there other stuff that you want me to look at?
Q. No. The only question I asked you is whether you posted it.
MR. COHAN: It looks like a series. I wouldn't say it.

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Q. Sure. So we'll go --
A. I know I didn't write that.
Q. Did you post any portion of what's before you as Exhibit B?
A. I could say with 100 percent certainty I did not, no.
Q. Have you been to the State of Florida in the last 24 months?
A. No. I think it's been about four or five years since I've been there.
Q. Okay.
A. I went to Hard Rock Casino. I don't remember when. I think it was four or five years ago.
Q. Is there any other knowledge that you have concerning accounts that your parents held with Merrill Lynch which serves as the basis for this lawsuit?
A. I know nothing about any Merrill Lynch account.
Q. Do you have any other knowledge concerning communications which you had with your mother or which

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you -- or part of with your mother concerning accounts at Merrill Lynch?
A. I never had a conversation about Merrill Lynch.
Q. Okay. Do you have any other knowledge concerning alleged forgeries of the powers of attorney or account forms that were utilized allegedly as it relates to the Merrill Lynch account at issue in this lawsuit?
A. No.
MR. WINTER: All right. I have nothing further. I don't know if any other -- Brian, do you have any questions?
MR. GREEN: No questions.
MR. COHAN: Can we get a copy of that, B?
MR. FRIED: Oh, yeah, of course.
MR. WINTER: Thank you, Mr. Sherman. We're done.
MR. COHAN: We'll reserve the right to sign.
(Off the record at 3:15 p.m.)

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CEFARATTI GROUP FILE NO. 18938
CASE CAPTION: JENNIFER SHERMAN, CO-EXECUTOR, ETC. VS SANFORD SHERMAN, ET AL.
DEPONENT: JOSHUA ADAM SHERMAN
DEPOSITION DATE: MARCH 13, 2015

(SIGN HERE)

The State of Ohio,)
County of Cuyahoga,) SS:

Before me, a Notary Public in and for said County and State, personally appeared JOSHUA ADAM SHERMAN, who acknowledged that he/she did read his/her transcript in the above-captioned matter, listed any necessary corrections on the accompanying errata sheet, and did sign the foregoing sworn statement and that the same is his/her free act and deed.

IN TESTIMONY WHEREOF, I have hereunto affixed my name and official seal at , this day of , A.D. 2015.

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Notary Public Commission Expires

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ERRATA SHEET

PAGE LINE CORRECTION AND REASON

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CERTIFICATE

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State of Ohio) SS.:
County of Cuyahoga)

I, Janice M. Rogers, a Notary Public within and for the State of Ohio, duly commissioned and qualified, do hereby certify that the within named witness, was duly sworn to testify the truth, the whole truth and nothing but the truth in the cause aforesaid; that the testimony then given by the witness was by me reduced to stenotypy in the presence of said witness; afterwards transcribed, and that the foregoing is a true and correct transcription of the testimony so given by the witness.

I do further certify that this deposition was taken at the time and place in the foregoing caption specified.

I do further certify that I am not a relative, counsel or attorney for either party, or otherwise interested in the event of this action.

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I am not, nor is the court reporting firm with which I am affiliated, under a contract as defined in Civil Rule 28 (D).

IN WITNESS WHEREOF, I have hereunto set my hand this day of , 2015.

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Janice M. Rogers, Notary Public within and for the State of Ohio

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My commission expires August 7, 2017.

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IN THE COURT OF COMMON PLEAS
CUYAHOGA COUNTY, OHIO

MORRIS DORFSMAN 2167 Lyndway Road Beachwood, Ohio 44122, Plaintiff, -vs- JOHN DOE (Address to be supplemented), Defendant.	:	Complaint JOSEPH D RUSSO CV 08 674056 J **COMPLAINT** (JURY DEMAND ENDORSED HEREON)

Now comes the Plaintiff Morris Dorfsman, by and through undersigned counsel, Larry W. Zukerman, Esq., and Paul B. Daiker, Esq., and for his Complaint against JOHN DOE, Defendant, hereby states the following.

This Complaint is a re-filed Complaint, pursuant to the savings clause set forth in ORC 2305.19, having been previously filed and dismissed other than on the merits, *without prejudice*.

FACTS:

1. Plaintiff Morris Dorfsman (hereinafter referred to as Plaintiff) is a resident of the City of Beachwood, Cuyahoga County, State of Ohio.

2. Upon information and belief, Defendant JOHN DOE (hereinafter referred to as Defendant) is a resident of the City of Beachwood, Cuyahoga County, State of Ohio.

3. On April 18, 2005 Plaintiff discovered that Defendant was impersonating Plaintiff. Defendant pretended to be Plaintiff, and even used Plaintiff's name.

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4. Defendant attended one or more gentleman's clubs and/or other public places while falsely personating Plaintiff. On several occasions, Defendant sought out and made vulgar and suggestive comments to an exotic dancer known to be a friend of Plaintiff's family (hereinafter "exotic dancer"). Defendant told exotic dancer on multiple occasions that he wanted to engage in sexual activity with her, all while pretending to be Plaintiff.

5. Defendant, while pretending to be Plaintiff, also told exotic dancer that he wanted to engage in sexual activity with Plaintiff's sister and niece.

6. Defendant, while pretending to be Plaintiff, threatened to kill exotic dancer and exotic dancer's father if she told Plaintiff's sister or niece about his desire to have sex with them.

7. Exotic dancer, believing Defendant's representation that he was Plaintiff, later disclosed Defendant's desires to have sex with Plaintiff's sister and niece to Plaintiff's niece.

8. Plaintiff's niece, believing exotic dancer's representations, informed other members of Plaintiff's family.

9. Defendant carried on as though he were Plaintiff for several months without Plaintiff's knowledge or consent.

COUNT ONE (IDENTITY THEFT/FALSE PERSONATION)

10. Plaintiff reavers and realleges each and every allegation contained in the preceding paragraphs as if fully rewritten herein.

11. At all times relevant, Defendant knowingly and/or recklessly and/or negligently falsely represented himself to be Plaintiff.

12. By falsely representing himself as Plaintiff, Defendant sought to gain some profit or

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advantage, or enjoy some right or privilege appertaining to Plaintiff.

13. Defendant falsely represented himself as Plaintiff by his actions or conduct or by verbal representations.

14. As a direct and proximate result of Defendant's negligent and/or recklessness and/or intentional acts, Plaintiff suffered loss of reputation, defamation, loss of love and affection, physic injury, severe emotional distress, and severe emotional pain and suffering.

COUNT TWO (NEGLIGENT INFLICTION OF EMOTIONAL DISTRESS)

15. Plaintiff reavers and realleges each and every allegation contained in the preceding paragraphs as if fully rewritten herein.

16. Defendant recklessly and/or intentionally caused or knew or should have known that his actions in falsely personating Plaintiff would result in serious emotional distress to Plaintiff.

17. Defendant's conduct was so extreme and outrageous as to go beyond all possible bounds of decency and was such that it can be considered as utterly intolerable in a civilized community.

18. The mental anguish suffered by Plaintiff is so serious of a nature that no reasonable person could be expected to endure it.

19. As a direct and proximate result of Defendant's recklessness and/or intentional acts, Plaintiff suffered loss of reputation, defamation, loss of love and affection, physic injury, severe emotional distress, and severe emotional pain and suffering.

COUNT THREE (INTENTIONAL INFLICTION OF EMOTIONAL DISTRESS)

20. Plaintiff reavers and realleges each and every allegation contained in the preceding

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paragraphs as if fully rewritten herein.

21. Defendant recklessly and/or intentionally caused or knew or should have known that his actions in falsely personating Plaintiff would result in serious emotional distress to Plaintiff.

22. Defendant's conduct was so extreme and outrageous as to go beyond all possible bounds of decency and was such that it can be considered as utterly intolerable in a civilized community.

23. The mental anguish suffered by Plaintiff is so serious of a nature that no reasonable person could be expected to endure it.

24. As a direct and proximate result of Defendant's recklessness and/or intentional acts, Plaintiff suffered loss of reputation, defamation, loss of love and affection, physic injury, severe emotional distress, and severe emotional pain and suffering.

COUNT FOUR (DEFAMATION/SLANDER)

25. Plaintiff reavers and realleges each and every allegation contained in the preceding paragraphs as if fully rewritten herein.

26. At all times relevant, Defendant knowingly and/or recklessly and/or negligently falsely represented himself to be Plaintiff.

27. Defendant negligently and/or recklessly and/or knowingly falsely represented himself as Plaintiff by making false statements of fact, to wit, that Defendant was Plaintiff.

28. The false statements made by Defendant were defamatory in nature as they were sexual in nature and directed towards a friend of the family.

29. As a direct and proximate result of Defendant's negligent and/or recklessness and/or intentional acts, Plaintiff suffered loss of reputation, defamation, loss of love and

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affection, physic injury, severe emotional distress, and severe emotional pain and suffering.

WHEREFORE, Plaintiff Morris Dorfsman, by and through counsel, demands judgment in their favor against Defendant in an amount in excess of Twenty- Five Thousand and no/100 Dollars ($25,000.00) in compensatory damages on Counts One, Two, Three and Four plus interest at the statutory rate from the date of judgment, costs of this action, and any and all other relief which this Honorable Court deems just and equitable. Further, Plaintiff demand judgment in their favor against Defendant in an amount in excess of Twenty-Five Thousand and no/100 Dollars ($25,000.00) in punitive damages on Counts Three and Four plus interest at the statutory rate from the date of judgment, costs of this action, and any and all other relief which this Honorable Court deems just and equitable.

Respectfully Submitted,

LARRY W. ZUKERMAN, Esq. (#0029498)
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THE STATE OF OHIO } SS.
Cuyahoga County }

I, THE CLERK OF THE COURT OF COMMON PLEAS WITHIN AND FOR SAID COUNTY,

HEREBY CERTIFY THAT THE ABOVE AND FOREGOING IS TRULY TAKEN AND CORRECTLY COPIED FROM THE ORIGINAL COMPLAINT NOW ON FILE IN MY OFFICE.

WITNESS MY HAND AND SEAL OF SAID COURT THIS 8 DAY OF JUNE A.D. 20 16

CUYAHOGA COUNTY CLERK OF COURTS

By _____, Deputy

JURY DEMAND

Pursuant to Rule 38 (B) of the Ohio Rules of Civil Procedure, Plaintiff herein respectfully requests that a jury hear this matter.

LARRY W. ZUKERMAN, Esq.
PAUL B. DAIKER, Esq.

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GERALD E. FUERST
CLERK OF COURTS
CUYAHOGA COUNTY

MORRIS DORFSMAN,	:	CASE NO. CV-08-674056
Plaintiff,	:	JUDGE MICHAEL P. DONNELLY
v.	:	
JOHN DOE,	:	**MEMORANDUM IN OPPOSITION TO DEFENDANT SANFORD SHERMAN'S MOTION IN LIMINE**
Defendant.	:	

Plaintiff Morris Dorfsman, by and through undersigned counsel, Larry W. Zukerman, Esq., S. Michael Lear, Esq., and Sebastian E. Proels, Esq., hereby respectfully submits the within memorandum in opposition to Defendant's *Motion in Limine to Preclude Plaintiff from Claiming or Arguing such (Emotional) Injuries.* Because Defendant's propositions of law concerning the requirements for and admissibility of evidence concerning emotional injury are inconsistent with Ohio authority controlling such issues, Plaintiff respectfully requests that this Honorable Court deny Defendant's motion for the reasons set forth in the Memorandum in Opposition, attached hereto and incorporated herein by reference.

Respectfully Submitted,

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THE STATE OF OHIO
Cuyahoga County } SS. I, THE CLERK OF THE COURT OF COMMON PLEAS WITHIN AND FOR SAID COUNTY,

HEREBY CERTIFY THAT THE ABOVE AND FOREGOING IS TRULY TAKEN AND COPIED FROM THE ORIGINAL MEMORANDUM IN OPPOS. TO DEFEND. NOW ON FILE IN MY OFFICE.
WITNESS MY HAND AND SEAL OF SAID COURT THIS 8 DAY OF JUNE A.D. 20 16
CUYAHOGA COUNTY CLERK OF COURTS
By _____, Deputy

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MEMORANDUM IN OPPOSITION

I. PRELIMINARY STATEMENT

As shown in this Memorandum in Opposition, Plaintiff Morris Dorfsman ("Dorfsman" or "Plaintiff"), under Ohio law, may offer and already has offered personal, third party and expert evidence in support of his personal injury claims. Defendant first served discovery requests on Plaintiff Dorfsman on March 23, 2009, to which Plaintiff responded within Rule on April 23, 2009, identifying Dr. Horwitz as Plaintiff's treating physician. Defendant filed the instant motion in limine on April 21, 2009 -- two days **before** Plaintiff's responses to discovery were due! Plaintiff has already produced medical records of Dr. Horwitz (produced by mail and e-mail on April 30, 2009), and an expert report of Dr. Horwitz (produced by mail and e-mail on May 1, 2009) (copy also attached hereto as Ex. A). Thus, within the time frame permitted by the Civil Rules, Plaintiff produced the name of Plaintiff's expert -- Dr. Horwitz. Even though Plaintiff had requested medical records from Dr. Horwitz's office on April 3, 2009, undersigned counsel had difficulty securing the records, but coordinated their production within weeks of Plaintiff's request and within weeks of Defendant's propounding of its discovery requests. As noted above, the records and expert report of Dr. Horwitz were forwarded to Defendant's counsel on April 30 and May 1, respectively. Moreover, Plaintiff will make Dr. Horwitz available for deposition at Defendant's request and cost. Therefore, Defendant's *Motion in Limine to Preclude Plaintiff from Claiming or Arguing Such (Emotional) Injuries*, at best, is moot. Accordingly, it should be denied.

Furthermore, Defendant's motion in limine was unripe at the time Defendant's counsel filed it on April 21, 2009, and prematurely asserted that certain evidence had not been

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produced, even though the filing of Defendant's motion preceded by at least two days the due date for the requested discovery (Defendant waited until March 23, 2009 to propound discovery upon Plaintiff; responses thereto were due on or before April 23, 2009). Even though discovery responses were not due until and were served on April 23, 2009, Defendant chose to file his latest motion on April 21, 2009, two full days before the discovery responses were due.

In addition, Plaintiff's discovery responses referenced April 6, 2009 correspondence from Plaintiff's counsel, which indicated that diligent efforts were being made to secure Dr. Horwitz's records and his expert testimony, and that same would be forwarded to Defendant's counsel as soon as practicable (copy of April 6 correspondence attached as Ex. B). Indeed, medical records of Dr. Horwitz were forwarded to Defendant's counsel on April 30, 2009, within days of their receipt. In turn, Plaintiff's counsel produced the April 30, 2009 report of Dr. Horwitz on May 1, 2009, i.e., within one day after it was received from Dr. Horwitz.

In manufacturing a basis for filing his latest meritless motion to the Court, Defendant has to misrepresent the facts and the proceedings before the Court. While Defendant suggests that "at the eleventh hour, Plaintiff requested additional time to complete discovery," *Motion* at 1, the record reflects that Plaintiff has encountered considerable difficulty in securing the cooperation of witnesses, including the Defendant himself, and thus completing discovery within the April 6, 2009 discovery deadline and April 13, 2009 summary judgment opposition deadline. An accurate chronology of events since the Court's February 5, 2009 Hearing is as follows:

(1) Parties and Court discussed discovery and MSJ deadlines, April 6 and 13, 2009, respectively (leaving about 120 days to complete discovery and prepare for trial);

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(2) Parties discussed and agreed that Defendant Sherman's deposition would be taken as soon as practicable;

(3) At the time of the February 5, 2009 Hearing, Plaintiff's counsel asked for dates for Defendant Sherman's deposition. Defendant failed to provide dates;

(4) Plaintiff noticed the deposition of Sanford Sherman for March 7, 2009;

(5) Defendant immediately moved for a protective order, which the Court denied on March 6, 2009;

(6) Defendant moved for reconsideration, asserting religious grounds for not attending his deposition. Defendant ignored the Court order requiring his attendance on March 7, 2009;

(7) Finally, almost five weeks after the deposition was requested, Defendant's deposition was taken on March 12, 2009;

(8) Depositions of Defendant's close personal friends, Keller, Widman and Weiskopf, who were likely to have knowledge of facts in this matter were subpoenaed on March 11, 2009 for deposition on April 1, 2009. Two of the deponents, Les Keller and Joe Widman, decided they could ignore a Court subpoena and failed to appear at their depositions (depositions are now being rescheduled);

(9) Defendant first served discovery requests on Plaintiff on March 23, 2009, with a response due date of April 23, 2009. Plaintiff served responses within Rule.

(10) Defendant filed the instant motion in limine on April 21, 2009 -- two days before Plaintiff's discovery responses are due!

(11) Defendant Sherman has filed countless, inconsistent motions to preclude discovery, staydiscovery, compel discovery, sanction Plaintiff, dismiss Plaintiff's claims, for summary judgment, exclude evidence, and strike affidavits.

(12) In response to Defendant's March 23, 2009 discovery requests, Plaintiff's counsel sent a HIPAA compliant authorization to Dr. Horwitz, requesting treatment records and a narrative report, per correspondence dated April 3, 2009.

(13) As soon as the records and report were received, Plaintiff's counsel immediately

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within days of receiving the records and within a day of receiving the report, forwarded the information on to Defendant's counsel.

Thus, a fair reading of the allegations, facts and evidence adduced in this case compels the conclusion that there is no basis upon which to exclude, preclude or otherwise limit the lay and expert witness testimony concerning damages and injuries in this case. Accordingly, the Court should deny the Defendant's *Motion in Limine to Preclude Plaintiff from Claiming or Arguing such (Emotional) Injuries.*

II. LAW AND ARGUMENT

1. Defendant's Motion in Limine is Moot Because Plaintiff has Provided Medical Records of the Treating Physician, Dr. Horwitz, and Has Produced the Expert Report of Dr. Horwitz.

In his motion, Defendant erroneously relies on Local Rule 21.1, relating to expert reports, in arguing for the exclusion of certain evidence. Since such evidence has already been addressed in discovery responses filed within Rule and produced within the time table set forth by undersigned counsel, Local Rule 21.1 does not apply and is inapposite.[1] Medical records of Dr. Horwitz were produced on April 30, 2009 (by regular and electronic mail); the expert report of Dr. Horwitz was produced on May 1, 2009 (by regular and electronic mail).

Significantly, Local Rule 21.1 permits the use of medical records, in the Court's discretion, in instances where a report cannot be obtained. While Defendant alludes to Local Rule 21.1 noncompliance, the facts of the case do not trigger any Rule 21.1 concerns, as the

[1] Defendant argues in his Motion that Plaintiff "has refused to produce any expert report of a non-party witness." Motion at 4 (emphasis in original). As set forth above, this is simply not true -- undersigned counsel sent a letter dated April 6, 2009 to Defendant's counsel, Tim Reid and Jennifer Becker, advising them of Plaintiff's intent to disclose records and expert testimony as soon as practicable. Dr. Horwitz's records and his expert report were produced on April 30, 2009 and May 1, 2009, respectively (by regular andelectronic mail).

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records and report were both produced well (and more than 30 days) in advance of trial. Again, medical records of Dr. Horwitz were produced on April 30, 2009 (by regular and electronic mail); the expert report of Dr. Horwitz was produced on May 1, 2009 (by regular and electronic mail).

Furthermore, Defendant fails to provide any authority for the exclusion of evidence and expert reports that have been timely produced and/or produced well in advance of trial. For example, Defendant erroneously argues that a trial court may exclude documents that were not provided during discovery but sought to be admitted at trial (citing *Brad Smith Roofing Co. v. Holian* (8th Dist. App. Oct. 12, 2000), No. 77270, 2000 Ohio Lexis 4781, at 6). Here, discovery was completed, documents, medical records and an expert report were all produced well in advance of trial. Thus there is no basis for the exclusion of lay and/or expert witness documents and/or testimony at the trial of this matter.

2. Plaintiff Dorfsman has Adduced Lay and Expert Evidence of Extreme and Outrageous Conduct and Emotional Injury Sufficient to Create Triable Issues of Fact as to Whether Defendant Intentionally Inflicted Emotional Distress upon and/or Invaded the Privacy of Plaintiff.

Defendant argues that evidence of emotional injuries should be excluded on the erroneous assumption that no medical records and or expert reports would be and/or have been provided. Since Defendant's premature motion in limine, Plaintiff has produced the medical records of Dr. Horwitz on April 30, 2009 (by regular and electronic mail), and the expert report of Dr. Horwitz on May 1, 2009 (by regular and electronic mail). Thus, there is ample record evidence of Plaintiff Dorfsman's emotional harm, as well as evidence that Defendant's conduct caused that harm.

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Furthermore, and not withstanding the fact that Plaintiff has provided medical records and an expert report, Ohio law is clear that expert medical testimony concerning a plaintiff's mental distress is not required to establish a claim for the intentional infliction of emotional distress. *Turk v. Ohio Bell Tel. Co.* (1990), 1990 Ohio App. LEXIS 1072; *Buckman-Peirson v. Brannon* (2nd App. Dist. 2004), 159 Ohio App. 3d 12 (holding that as an alternative to and in lieu of expert testimony, a plaintiff may offer the testimony of lay witnesses acquainted with the plaintiff to show significant changes that they have observed in the emotional makeup of the plaintiff). Thus, although expert testimony may be a helpful and effective method of proving emotional distress and its relationship to a defendant's conduct, Ohio law does not require such expert testimony.

Furthermore, Ohio decisional authority, in adopting the Restatement of Law 2d, Torts, recognizes that "the extreme and outrageous character of the conduct may arise from the actor's knowledge that the other person is peculiarly susceptible to emotional distress, by reason of some physical or mental condition or peculiarity. The conduct may become heartless, flagrant, and outrageous when the actor proceeds in the face of such knowledge, where it would not be so if he did not know." Restatement of Law 2d, Torts (1965), Section 46(1) and (2), comment (f).

Indeed, the record evidence is replete with evidence of Defendant's extreme and outrageous conduct directed at the Plaintiff, Morris Dorfsman, and harm to the Plaintiff resulting from that conduct. Plaintiff has adduced substantial evidence, including his own deposition testimony, and the deposition and affidavit testimony of Lindsay Rosen, to establish that the Defendant engaged in extreme and outrageous conduct in representing himself as

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Morris Dorfsman and in making sexual and outrageous comments to Lindsay Rosen about Morris Dorfsman's family. Since the evidence of this outrageous conduct is supported by the deposition testimony of Morris Dorfsman, the deposition testimony of Sanford Sherman and the deposition and affidavit testimony of Lindsay Rosen, there is no conceivable basis upon which to argue, much less conclude, that such evidence ought to be excluded.

For instance, in her affidavit, Lindsay Rosen, in relevant part, avers as follows concerning the events and circumstances at issue in the case:

***

4. Sometime in late 2004 and early 2005, a person representing himself to be Morris Dorfsman frequented Christie's in Cleveland, Ohio. On one particular occasion, sometime in late 2004 or early 2005, this person and I began talking at Christie's. He and I had light conversation and I told him I live in Mayfield. He then said that his sister teaches in Mayfield and said that his sister is Fannie Mayer. I then told him that Jenna Mayer is my best friend. This person stated that he was Morris Dorfsman, that he was Jenna's uncle and Fannie's brother, and it was clear from our conversation that he had very personal and specific knowledge and information about the Dorfsman family. At that time, I was of the belief that this person who identified himself as Morris Dorfsman was Morris Dorfsman.

5. At that time, while engaged in this conversation, this same person made a number of vulgar comments to me, and about Jenna and Fannie Mayer. I have previously testified in some detail about the statements he made to me at the time of my August 30, 2007 deposition.

6. Shortly after this person made the foregoing statements to me, I called Jenna Mayer and informed her that her uncle, Morris Dorfsman, had come to Christie's and made a number of offensive, obscene and highly personal remarks about Jenna and Fannie Mayer. Jenna Mayer became extremely upset over what I told her.

8. On another occasion on which this same person was at Christie's, I called Fannie Mayer to inform her that "Morris" had again come to Christie's. She immediately checked on Morris Dorfsman, who was at home and clearly could not have been at Christie's. I was told by Fannie at that time that the person at

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Christie's could not be Morris Dorfsman, as Morris Dorfsman was at his home at that time. I later learned that the family eventually put the facts together and realized that someone was falsely representing himself as Morris and engaging in the foregoing conduct.

10. In the weeks and months after April 2005, this same person would occasionally come into Christie's and I had limited interactions with him. In a subsequent discussion with this person, he was upset and warned me that he knows where I live, that he knows my father and that he would kill me if I spoke to anyone about what had happened. This frightened me to the point where I told my manager the same night he threatened me. I remember that this person and a friend of his were, as a result of my complaint, immediately thrown out of Christie's.

13. On or about March 30, 2009, I was shown a few minutes of videotape, approximately 5-10 minutes, of the deposition of the Defendant, Sanford Sherman, in this matter. I recognized the person on the videotape, Sanford Sherman, as the person who had years ago represented himself to me as Morris Dorfsman and made a number of salacious, inappropriate and vulgar statements to me, about Jenna and about Fannie Mayer.

See Lindsay Rosen April 5, 2009 Affidavit (emphasis added) (Ex. A).

Moreover, Defendant's outrageous conduct caused a rift in the Dorfsman family, especially between Morris and his sisters and niece, and caused one of the Dorfsman family members to assault Morris with a knife in an effort to get Morris to cease and desist from going to strip clubs and conducting himself in a reprehensible manner (at the time of this violent threat, some of Morris family members [but obviously not Morris] had been informed by Lindsay Rosen about what "Morris" [actually Defendant Sanford Sherman] had been doing and saying at Christie's). *See* Dorfsman Dep. at 106 (Ex. B).

Finally, Plaintiff Morris Dorfsman testified at some length at deposition about the emotional distress and pain and suffering that Defendant's conduct has caused. For example,

Q. Do you know, in fact, if you have, yes or no, spoken to your therapist about Dr.

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Sherman?

A. Yes.

* * *

Q. You don't have any financial losses? It says here, state the amount of any and all financial losses you believe to have suffered as a result of the alleged conduct of the Defendant. And this says, quote, NA, meaning not applicable.

A. How can you put an amount, a financial amount on what he did to me, my family? He caused such havoc, okay?

Q. Sir, financial losses --

A. Where my nephew threatened to kill me. Okay. So how could you place a financial value on it?

* * *

[Threat by Nephew when Family Mistakenly Accused Morris Dorfsman of Outrageous conduct]

A. ... Never had an issue with him [nephew] before. Pushed me into his bedroom and pulled our a butcher's knife [at Eva Dorfsman's funeral], held it close to my face and said, you better stop what you're doing. I [Morris] said, what are you talking about? He goes, you know what I'm talking about. I said, no, I don't know what you're talking about.

Q. Did he [nephew] say anything else?

A. Just stop what you're doing. He said something like, don't act like you don't know.

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Q. That was the extent --

A. And he had a butcher's knife about two inches from my face and threatening to kill me. I said, I have no idea what you're talking about. He did mention going to strip clubs and pulling out a badge.

Q. Anything else he said?

A. Opened up the door, he threw the butcher's knife in another room. Obviously I was upset. I told my sister Fannie what took place and I left with my son.

* * *

Q. Psychic injury. What is your psychic injury?

A. The emotional stress I had to go through. The humiliation.

Q. For the two weeks?

A. I couldn't sleep. I couldn't eat. It was just an emotional, turbulent time.

Q. Were these any worse than the major depression that you've been having since you've described and been treating for since '92?

A. It compounded it.

See Dorfsman Depo, at 96, 106, 146-47 (Ex. B).

Since the evidence of this outrageous conduct is supported by the expert report of Dr. Horwitz, the deposition testimony of Morris Dorfsman, and the deposition and affidavit testimony of Lindsay Rosen, there is no conceivable basis upon which to argue, much less conclude, that such evidence ought to be excluded.

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III. CONCLUSION

For the foregoing reasons, Plaintiff respectfully requests that the Court deny Defendant's Motion in Limine now and for purposes of trial.

Respectfully Submitted,

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CERTIFICATE OF SERVICE

I hereby certify that a copy of the foregoing Brief in Opposition was forwarded via regular U.S. Mail, this 1st day of May, 2009 to the following:

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