

SUPREME COURT OF THE STATE OF NEW YORK  
COUNTY OF NEW YORK

-----x  
LUISA ESPOSITO,

Plaintiff,

v.

109446/06

ALLEN H. ISAAC, Individually and as  
a partner of GLADSTEIN & ISAAC,  
HARVEY GLADSTEIN, Individually and  
as a partner of GLADSTEIN & ISAAC,  
GLADSTEIN & ISAAC, ARTHUR POLLACK,  
Individually and as a partner of  
POLLACK, POLLACK, ISAAC & DE CICCIO,  
LLP, CONRAD POLLACK, individually and  
as a partner of POLLACK, POLLACK,  
ISAAC & DE CICCIO, LLP, BRIAN J. ISAAC,  
Individually and a partner of POLLACK,  
POLLACK, ISAAC & DE CICCIO, LLP and  
POLLACK, POLLACK, ISAAC & DE CICCIO, LLP  
and POLLACK, POLLACK, ISAAC & DE CICCIO,  
LLP,

Defendants.

-----x

November 19, 2012

10:10 a.m.

Deposition of HARVEY GLADSTEIN, a  
Defendant, taken by Plaintiff, pursuant to  
notice, at the offices of EPSTEIN, BECKER &  
GREEN, 250 Park Avenue, New York, NY, 10177,  
before Elizabeth W. Cruz, a Registered  
Professional Reporter and Notary Public of  
the State of New York.

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

APPEARANCES :

THE JONES LAW GROUP, LLC

Attorneys for Plaintiff  
200-15 Linden Boulevard  
St. Albans, NY 11412

BY: ANDREW P. JONES, ESQ.

GORDON & REES, LLP

Attorneys for Defendant Allen Isaac  
90 Broad Street - 23rd floor  
New York, NY 10004

BY: JOSHUA HURWIT, ESQ.

EPSTEIN, BECKER & GREEN

Attorneys for Defendant Harvey Gladstein  
250 Park Avenue  
New York, NY 10177

BY: TRAYCEE ELLEN KLEIN, ESQ.

PRESENT :

Luisa Esposito

## STIPULATIONS

IT IS HEREBY STIPULATED, by and between the attorneys for the respective parties hereto, that:

All rights provided by the C.P.L.R., and Part 221 of the Uniform Rules for the Conduct of Depositions, including the right to object to any question, except as to form, or to move to strike any testimony at this examination is reserved; and in addition, the failure to object to any question or to move to strike any testimony at this examination shall not be a bar or waiver to make such motion at, and is reserved to, the trial of this action.

This deposition may be sworn to by the witness being examined before a Notary Public other than the Notary Public before whom this examination was begun, but the failure to do so or to return the original of this deposition to counsel, shall not be deemed a waiver of the rights provided by Rule 3116, C.P.L.R., and shall be controlled thereby.

The filing of the original of this

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

deposition is waived.

IT IS FURTHER STIPULATED, a copy of this  
examination shall be furnished to the  
attorney for the witness being examined  
without charge.

\* \* \*

1 Gladstein

2 H A R V E Y G L A D S T E I N, a Defendant  
3 herein, residing at 45 Sutton Place South,  
4 New York, New York, 10022, having first been  
5 duly sworn by the Certified Shorthand  
6 Reporter and Notary Public, was examined and  
7 testified as follows:

8 EXAMINATION BY

9 MR. JONES:

10 Q. Good morning, Mr. Gladstein. My  
11 name is Andrew Jones. I am the attorney for  
12 the plaintiff Luisa Esposito in this case.  
13 I am going to be asking you a series of  
14 questions regarding this case.

15 I ask that you give verbal  
16 responses to the questions so that the court  
17 reporter can take down the questions and your  
18 answers because she cannot take down nods and  
19 gestures on any nonverbal responses.

20 You are here today pursuant to a  
21 Court order or a subpoena?

22 MS. KLEIN: Objection.

23 You can answer, if you know.

24 A. I am here because of a notice and,  
25 I assume, a Court order, if you are saying

1 Gladstein

2 there was one. I didn't see it.

3 Q. Okay. State your name, please,  
4 for the record, again.

5 A. Harvey Gladstein.

6 Q. No middle initial?

7 A. No middle initial.

8 Q. Could you give me your date of  
9 birth?

10 A. December 16, 1927.

11 Q. What do you do for a living?

12 A. I am an attorney.

13 Q. Where did you go to college?

14 A. City College of New York.

15 Q. What year did you graduate?

16 A. 1949.

17 Q. What was your major, if you know?

18 A. Business.

19 Q. Did you go to law school  
20 afterwards?

21 A. I went to law school, starting in  
22 1953 at night, graduating in 1957.

23 Q. Which law school did you go to?

24 A. Brooklyn Law School.

25 Q. Did you take the bar?

1 Gladstein

2 A. Yes.

3 Q. What year were you admitted?

4 A. 1957.

5 Q. What state were you admitted in?

6 A. New York.

7 Q. Are you admitted to practice law  
8 in any other state?

9 A. No, but I am admitted to practice  
10 law before the United States Supreme Court.

11 Q. Any other Federal jurisdictions?

12 A. The Eastern District and Southern  
13 Districts of New York.

14 Q. Are you married, sir?

15 A. Yes. My wife died in 2005.

16 Q. I am sorry to hear that.

17 Do you have children, sir?

18 A. Two remaining. I lost my younger  
19 daughter.

20 Q. I am sorry to hear that.

21 A. In 2007.

22 Q. I am sorry. My son is disabled so  
23 I feel for you.

24 What is the name of your two  
25 remaining children, please?

1 Gladstein

2 A. Bruce Gladstein and Jane

3 Gladstein.

4 Q. Jane?

5 A. Jane.

6 Q. Their ages please, respectively?

7 A. Bruce is 58, Jane is 56.

8 Q. Subsequent to graduating, prior to  
9 graduating law school, where did you work and  
10 subsequent to?

11 A. Consolidated Mutual Insurance  
12 Company in Brooklyn.

13 Q. Just let me finish the question,  
14 please.

15 You went to law school at night  
16 you just testified to?

17 A. That's right.

18 Q. So you worked during the time that  
19 you went to law school?

20 A. That's correct.

21 Q. Where did you work during law  
22 school years?

23 A. Consolidated Mutual Insurance  
24 Company in Brooklyn.

25 Q. What did you do there?



1 Gladstein

2 A. Started off as a Trainee Claims  
3 Investigator, held a variety of positions for  
4 the sixteen years I was there, the last four  
5 years of which I was a vice president.

6 Q. Vice president of the entire  
7 Consolidated Mutual Insurance Company?

8 A. Of several divisions.

9 Q. Can you tell me those divisions,  
10 please?

11 A. At one time it was one of the Vice  
12 Presidents in Claims and Legal, and for the  
13 last two years I was Administrative Vice  
14 President of the Underwriting Department.

15 Q. After you left Consolidated  
16 Mutual, what did you do?

17 A. I opened up my own law office.

18 Q. What was the name of that law  
19 practice?

20 A. Harvey Gladstein.

21 Q. The Law Offices of Harvey  
22 Gladstein?

23 A. The Law Offices of Harvey  
24 Gladstein.

25 Q. What year was that?

1 Gladstein

2 A. 1965.

3 Q. When you opened your office in  
4 1965, were you the solo practitioner?

5 A. Yes.

6 Q. What areas of practice did you do  
7 in 1965?

8 A. Primarily the defense work for  
9 insurance companies.

10 Q. Any non defense work for insurance  
11 companies?

12 A. Occasionally I would handle a  
13 plaintiff's case.

14 Q. Besides the defense work and some  
15 personal injury, any other areas?

16 A. No.

17 Q. How long were you solo?

18 A. A year, little over a year.

19 Q. What happened after the year?

20 A. Well, what happened after a year  
21 is I decided I was spending too much time in  
22 the courts which I didn't like to do, knowing  
23 what I had waiting for me at the office and I  
24 wasn't happy wasting a lot of time in court.  
25 So, I approached Allen Isaac who I knew who

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

Gladstein

worked at the insurance company, plus a good part of the time that I was there, and I knew him to be a very capable trial lawyer at the company, and I asked him if he would be interested in being in the company and joining me, and we discussed it over a period of a couple of months and he said yes, and in November of 1966 we became partners.

Q. Did the name of the law firm change at that point?

A. Yes, it did.

Q. What was the name of the law firm?

A. Gladstein & Issac.

Q. When you opened, it was just you and Mr. Issac were the attorneys?

A. No. I believe one other attorney who had started to work for me part-time, who later became a full time attorney by the name of Melvin Mitzler, M I T Z L E R.

Q. One second please, say that again please? M I T Z --

A. -- L E R.

Q. When you started Gladstein & Issac, did the mix of areas of practice of

1 Gladstein

2 your business stay the same?

3 A. Stayed the same, yes.

4 Q. So, Gladstein and Issac was  
5 primarily a defense insurance company?

6 A. Defense firm for insurance  
7 companies and self insureds.

8 Q. Did you continue to do some PI  
9 work?

10 A. Yes, occasionally.

11 Q. Can you tell me the approximate  
12 percentage?

13 A. 90 percent defense work. 10  
14 percent including defense work was concerning  
15 insurance coverage disputes which I was quite  
16 expert in.

17 Q. Can you explain exactly what that  
18 is?

19 A. There are disputes sometimes  
20 between companies as to whether or not  
21 coverage exists and to what extent, and there  
22 are very often disputes between insurance  
23 carriers and their insureds as to whether or  
24 not coverage exists.

25 Q. You brought in this lawsuit what

1 Gladstein  
2 is called a declaratory judgment proceeding?

3 MS. KLEIN: In this lawsuit?

4 There is no foundation.

5 A. In this particular lawsuit, no.

6 Q. I am sorry, you are correct.

7 Withdrawn.

8 At some point you are here because  
9 of this lawsuit.

10 A. Right.

11 Q. When this lawsuit was filed, did  
12 you file a separate lawsuit?

13 MS. KLEIN: Objection to the form  
14 of the question.

15 Q. Did you file a separate lawsuit  
16 regarding this lawsuit?

17 A. Yes.

18 Q. And that lawsuit was called a  
19 declaratory judgment?

20 A. I sought a declaratory judgment  
21 action against an insurance carrier.

22 Q. Which you just said you were  
23 expert at for your own practice?

24 A. Yes.

25 Q. Because you have to leave early,

1 Gladstein

2 due to the issues with Sandy and flooding to  
3 your office, we were going to try to finish  
4 this in two days, but I can't guarantee that,  
5 given that you have to leave, okay?

6 (Two documents were marked as  
7 Plaintiff's Exhibit 1.)

8 MS. KLEIN: Is this one document?

9 MR. JONES: That is one document.

10 MS. KLEIN: You have to lay a  
11 foundation to use it with this witness.  
12 This isn't addressed to him, nor is his  
13 name on it.

14 MR. JONES: This is one of the  
15 exhibits that I am dealing with.  
16 Anyway, no problem.

17 MR. HURWIT: It appears to be some  
18 sort of a settlement communication, so I  
19 would object to its' admissibility.

20 MR. JONES: It is the exhibit  
21 already.

22 MS. KLEIN: So why don't you take  
23 out what you want.

24 MR. JONES: All right.

25 MS. KLEIN: Do you want that as

1 Gladstein

2 the exhibit?

3 MR. JONES: Yes. We'll re-mark  
4 this as Exhibit 1.

5 (Action against Philadelphia  
6 Indemnity Company was re-marked as  
7 Plaintiff's Exhibit 1.)

8 MR. HURWIT: Let me just briefly  
9 scan it.

10 (Pause.)

11 Q. Mr. Gladstein, I've just shown  
12 your attorney this document. Could you tell  
13 me what this is, please?

14 MS. KLEIN: If he knows, if you  
15 establish a foundation.

16 MR. JONES: If he knows.

17 A. This is the action that I brought  
18 against the Philadelphia Indemnity Company.

19 Q. Was there a dispute as to coverage  
20 of your insurance company?

21 A. There was, as to that particular  
22 insurance company.

23 Q. Right. Did you have any other  
24 coverage issues with a Chubb Insurance?

25 A. No.

1 Gladstein

2 Q. Okay.

3 MR. HURWIT: I am sorry --

4 A. Although they may own Philadelphia  
5 Indemnity. It could be one of their other  
6 companies but Chubb, as such, was a General  
7 Liability Carrier and also our Employees  
8 Wrongful Acts Carrier.

9 Philadelphia Indemnity was a Legal  
10 Malpractice Carrier.

11 Q. So Chubb was your Wrongful Acts  
12 Carrier and Philadelphia was your Legal --

13 MS. KLEIN: His testimony was  
14 Employee Wrongful Acts not Wrongful  
15 Acts.

16 MR. JONES: I am sorry, I stand  
17 corrected.

18 MS. KLEIN: I just don't want the  
19 record to be unclear.

20 Q. Could you tell me what happened as  
21 a result of this lawsuit?

22 MS. KLEIN: Objection to form.  
23 Objection to the form, you can answer.

24 A. I was successful at the Supreme  
25 Court level. I was affirmed five to nothing



1 Gladstein

2 at the Appellate level. The Appellate  
3 Division refused to allow Philadelphia to go  
4 up to the Court of Appeals.

5 Q. And as a result of the lawsuit,  
6 what happened?

7 A. Philadelphia, Philadelphia's  
8 coverage was made applicable to this matter.

9 Q. As a result of the coverage, what  
10 do you get from that?

11 A. The proceeds of that insurance  
12 policy are there to protect me individually  
13 and the firm, not Mr. Issac.

14 The action was not brought on his  
15 behalf, it was brought on behalf of the firm  
16 and on my behalf.

17 Q. As a result of that, they will pay  
18 part of your defense to this lawsuit?

19 A. Mine and the firm's, not Mr.  
20 Issac.

21 Q. Is there a policy limit for  
22 National Indemnity?

23 A. For Philadelphia Indemnity.

24 Q. I am sorry.

25 A. Yes, 5 million dollars.

1 Gladstein

2 Q. I have highlighted a portion of  
3 the Court order on page 5.

4 MR. HURWIT: Just so the record is  
5 clear, we are talking about page 5 of  
6 Exhibit 1.

7 MS. KLEIN: Also, I am not going  
8 to let the witness testify to this.  
9 This is a decision and order that is not  
10 written by the witness.

11 If you want to read a sentence in,  
12 sure, I am happy to, but I won't let him  
13 testify to --

14 MR. JONES: Okay, it is just a  
15 simple thing I want to address.

16 Q. On page 5 of exhibit 1, there is a  
17 paragraph that reads "Plaintiff's" -- the  
18 plaintiff here is addressed as "Gladstein &  
19 Issac secured a defense in the underlying  
20 action under the insured's policy insured by  
21 Chubb Insurance Group of Insurance Companies  
22 (CHUBB) ."

23 MS. KLEIN: Do you want to ask him  
24 if that's what it says? Do you want him  
25 to read it into the record?

1 Gladstein

2 MR. JONES: Yes.

3 MS. KLEIN: Again, this is not the  
4 witness' document.

5 A. "Plaintiff secured a defense in  
6 the underlying action under an insurance  
7 policy issued by Chubb Insurance group of  
8 insurance companies. (CHUBB)"

9 Q. So, you are also being insured by  
10 Chubb?

11 MS. KLEIN: Objection to the form  
12 of the question. Are you connecting it  
13 to this?

14 MR. JONES: Yes.

15 MS. KLEIN: Do you want to know if  
16 this is accurate?

17 MR. JONES: Yes.

18 MS. KLEIN: You can ask the  
19 witness if he agrees --

20 MR. JONES: I was going to get to  
21 that.

22 Q. Are you being insured by Chubb?  
23 Do you agree with the statement?

24 A. Yes, I agree with that.

25 MR. JONES: Thanks for the help,

1 Gladstein

2 counselor, but I was going to get to it.

3 Q. What is the policy limit from  
4 Chubb?

5 A. The Chubb policy had a one million  
6 dollar limit, which included legal fees,  
7 defense fees being charged to the one  
8 million.

9 Q. So, when Chubb pays for your legal  
10 defense, they deduct it from --

11 A. From the million dollar coverage.

12 Q. That same fact is now true of  
13 Philadelphia Indemnity?

14 A. It is not true of Philadelphia  
15 Indemnity.

16 Q. Chubb insures who, exactly, in  
17 this lawsuit?

18 A. In this lawsuit, Chubb is  
19 apparently paying for Mr. Isaac's defense,  
20 plus the defense of the firm and my defense.  
21 Philadelphia Insurance Company's coverage is  
22 applicable only to me and to the firm, not to  
23 Mr. Issac.

24 The action I brought was not on  
25 behalf of Mr. Issac.

1 Gladstein

2 Q. Are there any other insurances  
3 insuring you, your law firm or Mr. Issac  
4 individual or collectively?

5 A. Yes.

6 Q. Could you tell me who they are?

7 A. Traveler's Insurance Company was  
8 the firm's excess carrier.

9 Q. Did they have a primary coverage?

10 A. They were -- no, not primary.  
11 They had -- yes, they were primary, I am  
12 sorry, on the package policy. They had  
13 initially refused to defend, though they were  
14 not obligated to provide the legal defense,  
15 but they indicated that they would defend me  
16 and the firm but not Mr. Issac, Traveler's,  
17 who was the excess carrier.

18 Q. Did they have a primary coverage  
19 of one million dollars?

20 A. Primary coverage of one million.

21 Q. Did they have an excess coverage  
22 of --

23 A. Total coverage, Traveler's total  
24 coverage was \$10 million.

25 (9 page letter dated April 15,

1 Gladstein

2 2011 to Mr. Harvey Gladstein from Traveler's  
3 Insurance Company was marked as Plaintiff's  
4 Exhibit 2.)

5 (8 page letter dated October 26,  
6 2011 to Mr. Harvey Gladstein from Traveler's  
7 Insurance Company (missing the signature  
8 page) was marked as Plaintiff's Exhibit 3.)

9 Q. Mr. Gladstein, I have a letter  
10 here marked as exhibit 2. Could you just  
11 identify it, please?

12 A. I recall receiving this letter,  
13 yes.

14 Q. Are you testifying that you do  
15 recall receiving this letter?

16 A. Yes.

17 Q. Could you tell me in sum and  
18 substance what is this letter?

19 MS. KLEIN: Objection just to the  
20 extent that the document speaks for  
21 itself.

22 MR. JONES: He is an expert.

23 MS. KLEIN: But he is not  
24 testifying as an expert. He didn't  
25 write the letter.

1 Gladstein

2 MR. JONES: It is addressed to  
3 him. He did say that he received it and  
4 I am asking him just to say in sum and  
5 substance what it said.

6 A. You highlighted the portions of  
7 the letter that would be applicable.  
8 Traveler's indicated that it would provide  
9 coverage to the firm, to me and to Mr. Issac  
10 for the negligent causes of action under the  
11 2004-2005 policy, but will provide coverage  
12 to me and the firm only under the 2006-2007  
13 portion of the policy.

14 Q. Thank you. Your previous  
15 testimony, before the letter, was that Mr.  
16 Allen Issac was not covered under the  
17 Traveler's, but you now just read that he was  
18 covered?

19 A. He was covered apparently under  
20 the 2004 and 2005 policies, but he was not  
21 going to be covered under the 2006 and 2007  
22 policies because he was not a named insured.

23 Q. Unfortunately this is missing a  
24 signature page.

25 If your lawyer will allow me to

1 Gladstein

2 have you identify it, if she has an  
3 objection --

4 MS. KLEIN: My only objection is,  
5 again, one, that this witness didn't  
6 write the document, it is incomplete.

7 I understand you don't know where  
8 it is or if it existed --

9 MR. JONES: It is probably a  
10 copying mistake.

11 MS. KLEIN: It may well be, unless  
12 you can have the witness, if he knows  
13 whether or not those are consecutive  
14 pages to this document.

15 Again, I don't know what that  
16 document is.

17 MR. JONES: Okay.

18 Q. Before I address that letter,  
19 Plaintiff's 2, was it addressed to you?

20 A. This was addressed to me, yes.

21 Q. The date on that letter is?

22 A. April 15, 2011.

23 Q. I have here another letter from  
24 Traveler's dated October 26, 2011 addressed  
25 to Harvey Gladstein & Partners.



1 Gladstein

2 Can you just identify it, please?

3 A. Basically with the letter of  
4 October 26, they are basically withdrawing  
5 their coverage for Mr. Issac.

6 Q. Back to, that was Plaintiff's 3,  
7 the October 26, 2011 letter which you just  
8 testified to. I am going back to Plaintiff's  
9 2, the April 15, 2011 letter from Traveler's  
10 Insurance Company.

11 You indicated earlier in your  
12 testimony that Traveler's has a 10 million  
13 dollar excess coverage.

14 Could you read the paragraph  
15 highlighted in blue where the green arrow is,  
16 please?

17 A. "Traveler's Indemnity Company of  
18 Connecticut provides commercial general  
19 liability coverage under policy number  
20 1N660-4026B218 in effect December 31, 2004  
21 to December 31, 2005 in the amount of \$1  
22 million.

23 "Traveler's Indemnity Company  
24 provides commercial excess liability  
25 (umbrella) coverage under policy number

1 Gladstein

2 ISFCUPO199Y130-IND-04 in effect 12-31-2004  
3 to 12-31-2005 in the amount of \$10 million.

4 "The named insured on the policy  
5 is Gladstein & Issac, Harvey Gladstein &  
6 Allen Issac.

7 "Traveler's Indemnity Company of  
8 Connecticut provides commercial general  
9 liability coverage under policy number  
10 1N660-1444C049 in effect 1-31-2006 to  
11 1-31-2007 in the amount of one million  
12 dollars.

13 "Traveler's Indemnity Company  
14 provides commercial excess liability  
15 (umbrella) coverage under policy number  
16 CUP-3441Y432 in effect 1-31-06 to 1-31-07  
17 in the amount of \$10 million.

18 "The named insured on the  
19 2006-2007 policies is Harvey Gladstein &  
20 Partners."

21 Q. So, for coverage purposes,  
22 according to what you just read, isn't it a  
23 fact, then, that you have a million dollars  
24 primary coverage plus a \$10 million excess  
25 coverage?

1 Gladstein

2 A. Yes.

3 MS. KLEIN: Objection to the form  
4 of the question.

5 A. Yes.

6 Q. You indicated earlier that it was  
7 \$10 million total, which would mean now it is  
8 \$11 million total, is that correct?

9 A. Correct. It is not all applicable  
10 to Mr. Issac.

11 Q. No, I know, but you did clear that  
12 up though. I tried to write in my notes what  
13 you said was coverage.

14 You testified earlier that you  
15 started Gladstein & Issac in 1966 with Mr.  
16 Issac.

17 MS. KLEIN: Objection, that's not  
18 what the testimony said, but the record  
19 speaks for itself.

20 MR. JONES: That's what my notes  
21 say.

22 MS. KLEIN: That's not what he  
23 testified.

24 Q. So when did Gladstein and Isaac  
25 start then?

1 Gladstein

2 A. November 1966.

3 Q. All right. Fine.

4 MS. KLEIN: Counsel, just for the  
5 record, I am not giving you a hard time.

6 MR. JONES: No, that's fine.

7 MS. KLEIN: You surmise some  
8 things. You ask a series of questions  
9 and yes, they ultimately led to that but  
10 you are coming to that conclusion  
11 rationally based on that. It is not  
12 what the witness testified.

13 MR. JONES: You are doing your  
14 job.

15 MS. KLEIN: No, I am not. That  
16 is the difficulty in paraphrasing. The  
17 record says what it says and ask the  
18 question.

19 MR. JONES: Okay.

20 Q. In November of 1966, where was  
21 Gladstein & Issac located?

22 A. 401 Broadway.

23 Q. How long did you stay there at  
24 that address?

25 A. I believe we moved in 1971, late

1 Gladstein

2 1971 or early '72, I believe it was late '71  
3 though.

4 Q. When you say 401 Broadway, that's  
5 New York, New York, right?

6 A. New York, New York.

7 Q. Where did you move to after that?

8 A. 127 John Street which is now known  
9 by a different address, but at that time it  
10 was 127 John Street.

11 Q. Again, that's New York, New York?

12 A. New York, New York.

13 Q. And approximately 1971 --

14 A. Late 1971 I believe is what it  
15 was.

16 Q. Where did you move to after that?

17 A. 110 Wall Street in November of  
18 1979.

19 Q. Again that's New York, New York?

20 A. New York, New York.

21 Q. How long did you stay at 110 Wall  
22 Street?

23 A. Until the firm was dissolved at  
24 the end of January, 2006 and then my new firm  
25 took over the space as of February 1, 2006.

1 Gladstein

2 Q. Was that an assignment of the  
3 lease?

4 A. Yes.

5 Q. Your new firm is --

6 A. Was Harvey Gladstein and Partners.

7 Q. Is it currently Harvey Gladstein  
8 and Partners?

9 A. No, as of September of last year,  
10 September 19, it became Gladstein, Keane and  
11 Partners.

12 Q. Gladstein and Issac in 1966,  
13 November of 1966, when it was formed, who  
14 were the partners?

15 A. Myself and Allen Issac were the  
16 equity partners. We had other named partners  
17 whose names were not in the firm name nor  
18 were they equity partners.

19 Q. Okay, I will get to that in a  
20 second. What is the difference between an  
21 equity partner and a non equity partner?

22 A. A non equity partner has no  
23 financial interest in the firm. They are  
24 given the designation of partner out of  
25 having earned the respect of the firm to be

1 Gladstein

2 designated as partner.

3 Q. You just testified earlier that  
4 Gladstein & Issac was dissolved January 2006.  
5 Prior to dissolution, who were the partners  
6 of Gladstein & Issac?

7 A. Myself and Allen Issac. We were  
8 the equity partners.

9 Q. Yes, I was going to get to that.  
10 From 1966 to 2006, the equity  
11 partners were always you and Mr. Issac?

12 A. That's correct.

13 Q. That is Harvey Gladstein and Allen  
14 Isaac?

15 A. That's correct.

16 Q. At the time of dissolution, who  
17 were the non equity partners of Gladstein &  
18 Issac?

19 A. John Bruno, Dennis Karsch. I  
20 think this was it.

21 Q. We are going to leave a space in  
22 there should after you get the transcript,  
23 should you want to add another person that  
24 you didn't remember. You can do so.

25 A. Okay.

1 Gladstein

2 -----  
3 -----  
4 Q. Was Gladstein & Issac incorporated  
5 or a limited liability could I or any form  
6 of --

7 A. No.

8 MS. KLEIN: Objection to the form  
9 of the question.

10 MR. JONES: No as to any form?

11 A. No, just partners.

12 Q. Based on your prior testimony,  
13 would it be correct to say that you were  
14 partners with Allen Issac for forty years?

15 A. 39 years plus.

16 Q. Gladstein & Isaac was in business,  
17 though, for the whole time you were partners?

18 A. Yes.

19 Q. So that Gladstein & Isaac was 39  
20 years plus?

21 A. Yes.

22 Q. You testified earlier that you met  
23 Issac at Consolidated Mutual Insurance?

24 A. That's correct.

25 Q. And your rationale for choosing



1 Gladstein

2 him to be your partner was his skill as a  
3 trial lawyer?

4 A. That is correct.

5 Q. Did Gladstein & Isaac in its 39  
6 year plus history have a partnership  
7 agreement?

8 A. We did have a partnership  
9 agreement in the early years.

10 Q. How long did the agreement last?

11 A. I assume it lasted through the  
12 entire partnership, since we never changed  
13 it.

14 Q. Do you have a copy of that  
15 agreement?

16 A. No. I don't have it with me. I  
17 may be able to find it.

18 Q. Let me rephrase that.

19 Is there a copy available  
20 anywhere?

21 A. There might well be in my office.  
22 I would have to look for it though.

23 Q. That's the office that's been  
24 flooded as a result of Sandy?

25 A. That's right.

1 Gladstein

2 MR. JONES: Plaintiff calls for  
3 the production of the partnership  
4 agreement of Gladstein & Isaac.

5 MS. KLEIN: I would note that  
6 document discovery is closed in this  
7 case. I believe we'll take it under  
8 consideration.

9 MR. JONES: We are entitled to  
10 anything as a result of the deposition.

11 Q. Did you manage the practice of  
12 Gladstein & Isaac based on a partnership  
13 agreement?

14 A. I did.

15 Q. You did?

16 A. I did.

17 Q. Did Mr. Issac manage the practice  
18 based on the partnership agreement?

19 A. He ran the trial portion and  
20 assigned lawyers who had to go to court or  
21 handled depositions. But, other than that, I  
22 ran the office.

23 Q. What was the ownership structure  
24 of Gladstein & Isaac, and in that case that  
25 would be the equity partners, is that

1 Gladstein

2 correct?

3 A. Right. 50 percent each.

4 Q. Just to rephrase, the non equity  
5 partners had no ownership in the partnership.

6 A. That's correct.

7 Q. Who was the managing attorney at  
8 Gladstein & Issac?

9 A. I was.

10 Q. In this capacity, did you manage  
11 the day-to-day affairs of Gladstein & Issac?

12 A. I did.

13 Q. In another phrase, you would be  
14 the administrative attorney?

15 MS. KLEIN: Objection to the form.

16 A. I was the managing partner.

17 Q. Mr. Issac had no managerial  
18 responsibility for Gladstein & Isaac?

19 MS. KLEIN: Objection to the form.

20 A. He certainly had managerial  
21 authority to the extent that we would consult  
22 with certain things that I wanted or  
23 recommended be done in the office or that he  
24 wanted done with the office procedure-wise or  
25 personnel-wise.

1 Gladstein

2 Q. You testified earlier that you  
3 were a 50/50 partner between Harvey Gladstein  
4 and Allen Issac.

5 If there was a dispute, how were a  
6 tie then broken because of the ownership  
7 structure?

8 MS. KLEIN: Objection, calls for  
9 speculation.

10 Q. How did you resolve equally, if  
11 Mr. Issac objected and you wanted to do  
12 something, how was it resolved?

13 Was it the partnership that you  
14 went to?

15 A. No, we would discuss it and  
16 resolve it.

17 Q. Fair enough.

18 Were you an employee of Gladstein  
19 & Isaac?

20 A. No. I was partner.

21 Q. When you say you were not an  
22 employee, you did not take a salary?

23 A. I took a draw, I guess you would  
24 call it, as partner. It was a set amount  
25 that we would take each week. We had agreed

1 Gladstein

2 to advance as to what we felt was an  
3 appropriate amount of money to be taken.  
4 From time to time, if we felt it appropriate,  
5 we would take, I guess you could call it, a  
6 bonus but it was partnership distribution.

7 Q. Was the draw the same amount in  
8 the entire 39 plus years of Gladstein &  
9 Isaac?

10 A. No. I am sure it changed as the  
11 firm grew.

12 Q. So, was Mr. Allen an employee of  
13 Gladstein & Isaac?

14 A. No, Mr. Issac was partner.

15 Q. And he took the same draw that you  
16 took?

17 A. Yes, he did.

18 Q. And at no time did you take a  
19 salary to get a 1040 at the end of the year?

20 A. At no time did we take a salary.

21 (Summons and verified complaint in  
22 the action of Luisa C. Esposito against Allen  
23 Isaac, Gladstein & Isaac et al was marked as  
24 Plaintiff's Exhibit 4.)

25 Q. Mr. Gladstein, could you please

1 Gladstein

2 tell me what this document is?

3 A. It's a summons and a verified  
4 complaint in the action of Luisa C. Esposito  
5 against Allen Isaac, Gladstein & Isaac,  
6 myself and other individuals and firms.

7 Q. Did you ever receive a copy of  
8 that?

9 A. Yes.

10 Q. When did you receive a copy of  
11 that? When did you first receive a copy?

12 A. It either was late summer of '06,  
13 I would guess, around then, when I was  
14 served. It was served at the office.

15 Q. That was my next question. So  
16 you, in fact, were served personally with  
17 this document?

18 A. Personally.

19 Q. And did you read it?

20 A. Yes.

21 Q. Did you or anyone on your behalf  
22 put in a response to this lawsuit?

23 A. Yes.

24 Q. Did you or someone else verify it?

25 A. I may have verified the answer if

1 Gladstein

2 I was asked to.

3 Q. I am going to ask you to read  
4 paragraph 33. Will you read that --

5 MS. KLEIN: Of Exhibit 4?

6 Q. Of Exhibit 4, yes.

7 A. "That on July 8, 2005, September  
8 16, 2005, October 8, 2005 and at all times  
9 between those dates and continuing  
10 thereafter, and at all times mentioned  
11 herein, defendant Allen H. Issac was employed  
12 by the law practice known as Gladstein &  
13 Isaac."

14 Q. In your response, in your answer  
15 to paragraph 33, do you recall how you  
16 responded?

17 A. No.

18 Q. Do you know how many responses you  
19 put in this lawsuit?

20 A. I have no recollection, but I  
21 believe the papers were prepared by the firm  
22 assigned by Chubb.

23 Q. I am sorry, I missed what you  
24 said.

25 A. I believe the answer was prepared

1 Gladstein

2 by the attorneys --

3 Q. I am asking did you put in more  
4 than one answer?

5 A. I don't recall whether they did or  
6 didn't.

7 Q. If I told you there is more than  
8 one answer, would that be correct?

9 MS. KLEIN: Objection.

10 A. I couldn't deny or admit whether  
11 there was. I have no recollection.

12 MS. KLEIN: But you are asking  
13 him. He testified he can't answer it.  
14 He doesn't know.

15 MR. JONES: Okay. All right.  
16 Mark this as Plaintiff's 5.

17 (Verified answer and cross claim  
18 on Index number 109446/2006 was marked  
19 as Plaintiff's Exhibit 5.)

20 (Amended verified answer and cross  
21 claim for Index number 109446/2006 was  
22 marked as Plaintiff's Exhibit 6.)

23 Q. I am submitting to you for  
24 identification two sets of documents. We  
25 will do one at a time, Plaintiff's 5 and 6.



1 Gladstein

2 We'll start with number 5.

3 Can you identify Plaintiff's 5,  
4 please?

5 A. This is the verified answer and  
6 cross claim.

7 Q. Whose verified answer and cross  
8 claim is it?

9 A. It's on behalf of Gladstein &  
10 Isaac as a firm and on my behalf  
11 individually, and the document was obviously  
12 prepared by Epstein, Becker & Green.

13 Q. You know that for a fact?

14 A. Pardon me?

15 Q. You know this for a fact?

16 A. It says so. Right on it.

17 Q. What does it mean to be verified?

18 A. It means that I am swearing to the  
19 truth of the contents of the document.

20 Q. Is there a verification page on  
21 this document?

22 A. There is a verification page dated  
23 November 2, 2006.

24 Q. Who signed that verification?

25 A. I did.

1 Gladstein

2 Q. Were you on any disability at the  
3 time you signed that verification?

4 A. No.

5 Q. Do you have any objections to what  
6 is in the content of that document that you  
7 verified?

8 A. I would not have had. If I had  
9 any, I would probably not have signed the  
10 verification.

11 Q. Can you read your answer to  
12 paragraph 33?

13 MR. JONES: Do you want to take a  
14 look --

15 MS. KLEIN: You are just asking --

16 A. "Deny the allegations contained in  
17 paragraph 33 of the complaint."

18 Q. Do you know what paragraph 33 of  
19 the complaint says?

20 A. No, I do not.

21 Q. Okay. I am going back to  
22 Plaintiff's 4.

23 A. Paragraph 33 states that "On July  
24 8, 2005, September 16, it oh '05, October 8,  
25 2005 and at all times between those dates and

1 Gladstein

2 continuing thereafter and at all times  
3 mentioned herein, defendant Allen H. Issac  
4 was employed by the law practice known as  
5 Gladstein & Isaac."

6 Q. Okay.

7 In your answer you denied that?

8 MS. KLEIN: Correct. The document  
9 speaks for itself.

10 MR. JONES: I am not trying to  
11 trick him.

12 MS. KLEIN: But you are.

13 A. According to the answer, that was  
14 denied.

15 Q. The reason why you denied it is  
16 based on your prior testimony, because he was  
17 partner?

18 A. He was partner, not an employee.

19 Q. And you took partner draws, not a  
20 salary?

21 A. That's correct.

22 Q. Okay. In paragraph 33 of  
23 Plaintiff's 6, can you tell me what  
24 Plaintiff's 6 is? Please identify it.

25 A. Amended verified answer and cross

1 Gladstein

2 claim.

3 Q. First thing, what is that  
4 document?

5 A. It's an amended answer and a cross  
6 claim to the Plaintiff's complaint.

7 Q. In fact, that is your final answer  
8 to the complaint?

9 A. I am not aware of whether it is  
10 the final answer or whether it was amended  
11 further. I am not the attorney.

12 MS. KLEIN: The witness testified  
13 he doesn't know how many papers were  
14 filed.

15 MR. JONES: I am asking him --

16 Q. Who verified that complaint, that  
17 answer, I am sorry, Mr. Gladstein?

18 A. It was verified by me on December  
19 19, 2006.

20 Q. What was your answer to paragraph  
21 33 of the complaint based on the verified  
22 amended answer?

23 A. Deny the allegations contained in  
24 paragraph 33 of the complaint.

25 Q. So, your answer remained the same?

1 Gladstein

2 A. Based on these documents, yes.

3 Q. In addition to that, there is a  
4 cross claim in there. Do you know who the  
5 cross claim was against?

6 A. Amended cross claims are in here.

7 Q. Who was the cross claim against?

8 A. Against Allen H. Issac, Esquire,  
9 Arthur Pollack, Esquire, Conrad Pollack,  
10 Esquire, Brian J. Issac, Esquire and Pollack,  
11 Pollack, Issac and DeCicco, LLP, and then  
12 there is an amended cross claim for  
13 indemnification against the same  
14 codefendants.

15 Q. As far as you know, that has not  
16 changed since that amended answer?

17 A. Not to my recollection.

18 Q. From the time you started your  
19 practice with Allen Issac in 1966, November  
20 of 1966, did you socialize with Mr. Issac on  
21 a business level?

22 MS. KLEIN: Objection to the form  
23 of the question.

24 Q. Did you socialize with Mr. Issac  
25 for business reasons? Did you go have lunch

1 Gladstein

2 with him, have drinks after --

3 A. No.

4 Q. So that was not your practice to  
5 socialize --

6 A. Well --

7 MR. HURWIT: What period are we  
8 talking about?

9 MR. JONES: I am talking from 1966  
10 to --

11 MS. KLEIN: Let me object to the  
12 form of the question. You can answer.

13 A. Other than the fact that I  
14 attended his older son's wedding, he attended  
15 my younger daughter's wedding and we may have  
16 been at a wedding of an employee at one time.  
17 But, other than that, we didn't socialize.

18 Q. Outside of work, did you socialize  
19 with Mr. Allen Issac?

20 A. Just on those occasions I  
21 mentioned.

22 Q. As of today, when was the last  
23 time you saw Mr. Issac? Today, November 19?

24 A. At the aborted deposition that was  
25 scheduled here a couple of months ago.

1 Gladstein

2 Q. Did there come a time when you and  
3 Mr. Issac decided to part ways with your  
4 partnership, that is Gladstein & Isaac?

5 A. There came a time when I decided  
6 that the partnership was over.

7 Q. You unilaterally decided that the  
8 partnership was over?

9 A. Absolutely.

10 Q. Do you know what date?

11 A. I actually told him face-to-face  
12 on the last Monday in January of 2006,  
13 although I called the staff together the  
14 previous Friday afternoon to tell them that  
15 the firm was going to be dissolved and I was  
16 forming a new firm and would retain all the  
17 employees for the new firm, but that Mr.  
18 Isaac was going to be leaving at my  
19 insistence.

20 Q. So, you asked him to leave?

21 A. I didn't ask, I demanded that he  
22 leave, that he leave the firm. He refused to  
23 so I had -- anticipating that, my attorney  
24 had prepared a letter from me to him  
25 indicating that I was withdrawing from the

1 Gladstein

2 firm which terminated the firm.

3 MR. JONES: We are going to call  
4 for the production of the termination  
5 letter that you sent Mr. Allen Issac.

6 A. I didn't send it to him, I handed  
7 it to him.

8 Q. I am sorry, that you handed Mr.  
9 Allen Issac the last Monday of January, 2006,  
10 is that correct, the date?

11 A. That's correct.

12 MS. KLEIN: We'll note our  
13 objection, the same as before.

14 MR. JONES: And the answer is that  
15 any documents as a result of this  
16 deposition we are allowed to get.

17 Q. Why did you demand that Mr. Issac  
18 leave Gladstein & Isaac?

19 A. Because --

20 Q. I am sorry, withdrawn. I think I  
21 said it wrong.

22 Why did you demand Allen Issac  
23 leave Gladstein & Isaac?

24 A. You say I had him leave. I  
25 terminated the partnership and told him he



1 Gladstein

2 would have to leave the offices physically.

3 Q. Withdrawn.

4 Why did you demand that Allen  
5 Issac -- why did you terminate Gladstein &  
6 Isaac by having Mr. Issac leave?

7 A. Because I had learned about the  
8 charges being brought against him for certain  
9 incidents that I know nothing about.

10 Q. Those charges are the ones brought  
11 by my client, Luisa Esposito?

12 A. That's correct.

13 Q. Were there any other charges?

14 A. No.

15 Q. What were the charges that  
16 precipitated you to demand that Mr. Allen  
17 Issac leave Gladstein & Isaac?

18 A. When I saw the report on Channel 5  
19 television, I guess about a week or so  
20 previously, that was the first I knew about  
21 the situation as such, and when I went into  
22 the office the next day to ask him about it,  
23 he refused to discuss it with me.

24 He said it had nothing to do with  
25 me or the firm, that he was handling a matter

1 Gladstein

2 as a favor to his son and it was none of my  
3 business, and I wasn't involved.

4 Unfortunately I then saw the  
5 television show and realized, recognized our  
6 library, so that I then called my attorney, a  
7 lady who I've used on other things in the  
8 past, and told her what I saw on television.  
9 She asked me to come to her office the next  
10 morning and we discussed what I had seen on  
11 television, and I told her that there is no  
12 way I could continue the partnership with  
13 these kind of charges that I just learned  
14 about, and she agreed.

15 She prepared a letter for me to  
16 give to Mr. Issac in case he refused to end  
17 the partnership and, in addition, she had  
18 another attorney in her office draw up  
19 partnership letters for papers for my new  
20 corporation.

21 Q. The letter that she drew up, that  
22 is your attorney, is that the same letter you  
23 previously advised me that you gave Mr.  
24 Issac?

25 A. Yes. I went back to the office

1 Gladstein

2 that last Friday in January intending to hand  
3 him the letter then if he wouldn't leave, but  
4 he was not in the office.

5 So, although I called the staff  
6 together and told them I was terminating the  
7 partnership and then proceeded to call some  
8 clients to tell them what had occurred and  
9 that I was terminating the partnership and  
10 would have Mr. Issac leave the office, the  
11 following Monday, the last Monday in January  
12 he was in the office and that's when I gave  
13 him the letter when he refused to dissolve  
14 the partnership.

15 Q. Again, these are the charges  
16 brought by my client Luisa Esposito?

17 MS. KLEIN: Objection. He just  
18 testified what it was, what prompted it.

19 MR. JONES: Actually he didn't.

20 MS. KLEIN: He did. He just said  
21 what he saw on Channel 5.

22 A. What prompted it --

23 MR. JONES: He said Channel 5, but  
24 he didn't say what it was before.

25 MS. KLEIN: No, he did but the

1 Gladstein

2 document will speak for itself.

3 Q. Did you know there were  
4 disciplinary charges brought against Allen  
5 Issac?

6 A. I didn't know that until, I would  
7 guess, just before I went -- when I  
8 confronted Mr. Issac after I saw the tape of  
9 the Channel 5 show -- on a Thursday is when I  
10 saw the tape of what happened on Wednesday  
11 night's television show.

12 I didn't see it first hand and the  
13 next morning is when I went in to ask him  
14 what this was all about, and he gave me the  
15 answer that I told you about, so I called my  
16 attorney.

17 Q. What type were you talking about,  
18 Mr. Gladstein?

19 A. A tape of the Channel 5 news of  
20 that Wednesday night, and then anticipating  
21 that television stations sometimes carry  
22 through a story, I actually watched Channel 5  
23 news that next Thursday night which probably  
24 was around January 25 or 26 and saw the  
25 second segment that Channel 5 showed and the

1 Gladstein

2 next morning I was in my lawyer's office and  
3 she prepared the letter for me and had one of  
4 her other partners start preparing the papers  
5 to form a new limited liability partnership  
6 which was then named Harvey Gladstein and  
7 Partners, of which Mr. Issac would have no  
8 participation.

9 Q. Okay, fine.

10 Did you resign then from Gladstein  
11 & Isaac?

12 A. Yes, I withdrew as partner.

13 Q. Is withdrawing different from  
14 resigning?

15 A. Yes. The effect is the same but  
16 you withdraw from the partnership. You don't  
17 resign as partner.

18 Q. When Gladstein & Isaac was  
19 dissolved, was this published in the New York  
20 Law Journal?

21 A. I don't recall. The announcement  
22 of the new firm I know was published in an  
23 issue of the Law Journal and I mailed out a  
24 notice to all of our clients.

25 Q. What is the name of the new firm?

1 Gladstein

2 A. It was Harvey Gladstein and  
3 Partners at that time. As of September 19 of  
4 2011 it became Gladstein, Keane and Partners.

5 Q. What does it mean to dissolve a  
6 law firm and specifically Gladstein & Isaac?

7 A. It means that the --

8 MS. KLEIN: Objection just to the  
9 extent that you are calling for a legal  
10 opinion. You can ask the witness his  
11 personal belief.

12 A. It ends the existence of the  
13 entity. In this case it ended the existence  
14 of the partnership, Gladstein & Issac.

15 Q. And that is what the formal  
16 submission of the letter that your lawyer  
17 drew you up?

18 A. As soon as I handed it to him and  
19 told him I was withdrawing from the  
20 partnership, that ended the partnership.

21 Q. As of today, November 19, 2012,  
22 what is left of Gladstein & Isaac?

23 A. We are two individuals. I assume  
24 he is still existing and gratefully I am.

25 Q. So there is no entity left named

1 Gladstein

2 Gladstein & Isaac?

3 A. No.

4 Q. Was there a winding up of the  
5 firm, of Gladstein & Isaac?

6 A. There was.

7 Q. What does winding up the firm of  
8 Gladstein & Isaac consist of?

9 A. It consists of arranging for the  
10 transfer of files and to whatever entity they  
11 are being transferred to. In this case, all  
12 the files were transferred to my new named  
13 partnership.

14 Q. And the new named partnership was  
15 Harvey Gladstein and Partners?

16 A. Was Harvey Gladstein & Partners,  
17 and notifying all the partners --

18 Q. Which is now?

19 A. Gladstein, Keane and Partners.

20 Q. Gladstein, Keane and Partners?

21 A. Right.

22 Q. I am sorry to keep repeating  
23 myself.

24 A. That is all right, which requires  
25 us to file notices of substitution on all

1 Gladstein

2 pending matters with the courts and with  
3 opposing counsel, which was done in all the  
4 cases, indicating that the new firm I had  
5 formed was assuming responsibility for the  
6 further handling of all those files.

7 Q. Did Mr. Allen Issac receive any of  
8 the files from Gladstein & Isaac?

9 A. No, and there was -- no, he didn't  
10 receive any.

11 Q. Was winding up Gladstein & Isaac  
12 based on a partnership agreement?

13 A. I don't think the partnership  
14 agreement as I recall provided anything with  
15 regard to winding up the partnership.

16 Q. Who was responsible for winding up  
17 Gladstein & Isaac?

18 A. I was.

19 Q. In that capacity you became what  
20 is known as a winding up partner, is that  
21 correct?

22 A. I guess you could refer to it that  
23 way.

24 Q. As the winding up partner, you  
25 were the one who took care of or arranged for



1 Gladstein

2 the substitutions and the transfer of the  
3 files --

4 A. To the new firm.

5 Q. To the new firm.

6 When you were served, did the  
7 partnership agreement cover service of  
8 process of any lawsuits against Gladstein &  
9 Isaac?

10 A. Not to my knowledge, it did not.

11 Q. So you relied on the General  
12 Partnership Law of New York State?

13 A. Yes.

14 Q. Are there any assets of Gladstein  
15 & Isaac, any bank accounts, furniture?

16 A. No.

17 MS. KLEIN: Objection to the form.

18 Q. You previously testified that you  
19 assigned a lease of Gladstein & Isaac's  
20 office which is 110 Wall Street?

21 A. Correct.

22 Q. To your new entity Harvey  
23 Gladstein and Partners which is now called  
24 Gladstein Keane and Partners?

25 A. It was assigned to Harvey

1 Gladstein

2 Gladstein and Partners.

3 Q. Mr. Issac did not object?

4 A. Mr. Issac did not object.

5 Q. There is no shell entity called  
6 Gladstein & Isaac today that is left of your  
7 Gladstein & Isaac?

8 A. No entity at all by that name.

9 Q. That's a result of your  
10 termination of the firm?

11 A. Correct.

12 Q. Prior to dissolving of Gladstein &  
13 Isaac, was there an employee handbook or  
14 manual?

15 A. I believe there was.

16 Q. Do you know where a copy of it is?

17 A. Our office manager may have a copy  
18 of it, our present office manager. It might  
19 be in her office, but I don't have a copy of  
20 it.

21 Q. What is the name of the office  
22 manager?

23 A. Magdalena Sanchez.

24 Q. Spell that, please?

25 A. M A G D E L I N A, last name

1 Gladstein

2 Sanchez, S A N C H E Z.

3 Q. She currently works for Gladstein,  
4 Keane and --

5 A. Correct.

6 Q. You indicated that she may have a  
7 copy of your employee handbook of Gladstein &  
8 Isaac which was terminated?

9 A. Right. She might have one in her  
10 office.

11 Q. You personally do not have a copy  
12 of it?

13 A. I do not.

14 MR. JONES: Plaintiff calls for  
15 the production of the employee handbook  
16 of Gladstein & Issac.

17 MS. KLEIN: I would note my  
18 continuing objection that, one,  
19 discovery is closed and, two, that has  
20 already been requested and responded to  
21 and fell within the confines of  
22 particular court orders relating to  
23 discovery.

24 MR. JONES: Do you know which  
25 Court order?

1 Gladstein

2 MS. KLEIN: There were several of  
3 them and one in particular, although it  
4 might have been in addition to this one,  
5 was the November 20, 2009 Court order of  
6 Judge Singh.

7 MR. JONES: I want to take a  
8 break, please.

9 (A recess was taken.)

10 BY MR. JONES:

11 Q. Before your break, your lawyer and  
12 I were discussing something and I just want  
13 to get back to that.

14 Where you indicated you turned  
15 over the handbook to my client, as you know I  
16 was not the attorney at the time in 2009.

17 MS. KLEIN: I am sorry, what did  
18 you just say?

19 MR. JONES: You indicated that the  
20 employee handbook was the subject of  
21 litigation and court orders.

22 MS. KLEIN: Correct.

23 MR. JONES: Are you indicating you  
24 turned it over or you didn't turn it  
25 over?

1 Gladstein

2 MS. KLEIN: I am indicating to you  
3 it was addressed by the Court and I  
4 complied with the Court orders.

5 MR. JONES: Because my client has  
6 indicated she has not received the  
7 handbook.

8 MS. KLEIN: That is right. I  
9 believe that is because the Court  
10 directed they were not discoverable, and  
11 you'd have to go back and read all the  
12 transcripts and the Court orders to see  
13 the scope of her original requests and  
14 the Court's modification of those.

15 As I am sitting here, I am saying  
16 they were fully complied with.

17 MR. JONES: I don't see how the  
18 Court could protect an employee  
19 handbook.

20 MS. KLEIN: Well, you and I can't  
21 get into that, what the Judge Singh did  
22 and didn't do.

23 MR. JONES: I find that nearly  
24 impossible to believe that he did that.  
25 I have to talk to my client.

1 Gladstein

2 MS. KLEIN: I am not sure why you  
3 find it so hard to believe. I am not  
4 going to speculate -- this case isn't  
5 about an employee.

6 Plaintiff was not an employee.  
7 So, that may have something to do with  
8 Judge Singh, but you would have to  
9 depose him to find that out.

10 MR. JONES: I still have to talk  
11 to my client.

12 (Discussion held off the record.)

13 MR. JONES: We are going to call  
14 for the production of that. We'll deal  
15 with the issues that you raised later or  
16 subsequently.

17 Q. Did your employee handbook cover  
18 sexual harassment by employees?

19 A. My employee handbook referred to  
20 actions and activities as between employees.  
21 It did not refer to anything, as I recall,  
22 with regard to clients.

23 Q. No, I said "by employees," just in  
24 general.

25 A. It would have referred to actions

1 Gladstein

2 between employees and internal.

3 Q. All right. I am going to get to  
4 that. Did your employee handbook cover  
5 sexual harassment by employees of clients?

6 A. No. I don't believe so, but I  
7 don't have an independent recollection of it.

8 Q. Did your employee handbook  
9 prohibit sexual conduct with clients?

10 A. I don't remember the contents of  
11 the employee handbook.

12 Q. You have no recollection of any of  
13 the contents in your employee handbook?

14 A. All I know is that -- all I recall  
15 is that it referred to the proper way for  
16 employees to conduct themselves, certainly  
17 internally, but I don't remember whether or  
18 not it refers to their conduct with clients.

19 Q. Did the employee handbook prohibit  
20 sexual relations with clients?

21 A. I don't remember what the employee  
22 handbook --

23 Q. This is specific to the handbook.

24 A. Okay. I don't remember the  
25 contents of the handbook.

1 Gladstein

2 MS. KLEIN: Counsel, so you know,  
3 the Court order specifically in regards  
4 to this question you are asking said  
5 "Gladstein & Issac shall provide any  
6 document relating to its policies and  
7 procedures with respect to female  
8 clients regarding sexual harassment,  
9 sexual assault and breach of fiduciary  
10 duties for the period 2000 through  
11 2005," and it was answered accordingly,  
12 and anything that was responsive to that  
13 was produced.

14 So, again, you can use the time as  
15 you want, because just so you know, it  
16 was addressed.

17 MR. JONES: I didn't know that.

18 MS. KLEIN: I understand that.  
19 That is why I am helping you out. I  
20 wouldn't normally.

21 MR. JONES: I am still going to go  
22 through my questions.

23 MS. KLEIN: Again, I would just  
24 note on the record that this is all  
25 addressed in prior court orders.



1 Gladstein

2 So, if you want to spend the time  
3 having a witness guess about something  
4 that existed 7, 8 years ago, you can do  
5 that, but I can tell you that it's all  
6 addressed, and if any of the policies  
7 existed, you would have them.

8 Q. Did your employee handbook cover  
9 your partners of Gladstein & Isaac, equity  
10 and non equity?

11 MS. KLEIN: Objection --

12 A. Again, I don't recall what the  
13 handbook covered. It was prepared by an  
14 attorney who was expert in this field.

15 We didn't prepare it ourselves,  
16 and I have no recollection of what the  
17 specific provisions were in the handbook.

18 Q. You have just -- initially you  
19 indicated that your successor law firm was  
20 called Harvey Gladstein and Partners and now  
21 called Gladstein, Keane and Partners,  
22 correct?

23 A. Correct.

24 Q. Who are the partners of the new  
25 entity?

1 Gladstein

2 A. The equity partners are myself and  
3 Thomas Keane.

4 Q. Not the former Judge?

5 A. No.

6 Q. Are there non equity partners?

7 A. There are non equity partners.

8 John Bruno, Anthony Spiga, Dennis Karsch.

9 Q. Again as previously, we will leave  
10 a space in there should you remember someone  
11 else, you will put their name in?

12 -----  
13 -----

14 Q. Is Allen Issac a partner in the  
15 current entity?

16 A. No.

17 Q. Does Allen Issac work at  
18 Gladstein, Keane and Partners, previously  
19 known as Harvey Gladstein and Partners?

20 A. No.

21 Q. Does he rent any space in the  
22 offices of --

23 A. No.

24 Q. In the current law entity that you  
25 work at, does Allen Issac rent a desk at

1 Gladstein

2 Gladstein, Keane and Partners?

3 A. No.

4 Q. Does he conduct any business of  
5 any kind at Gladstein, Keane and Partners?

6 A. No.

7 Q. Previous to being called  
8 Gladstein, Keane and Partners, did he conduct  
9 any business at Harvey Gladstein and  
10 Partners?

11 A. No.

12 Q. Did you transfer all of the  
13 clients from Gladstein & Isaac to Harvey  
14 Gladstein and Partners?

15 A. All except there was one client  
16 who indicated that if Allen Issac was not  
17 with the new firm, they had, I think, three  
18 matters with our firm, that they said they  
19 would want transferred elsewhere, which I  
20 did.

21 Q. And Mr. Issac did not get any of  
22 the clients.

23 A. No, he did not.

24 Q. Is this because he was suspended  
25 as a lawyer?

1 Gladstein

2 A. I have no idea why he didn't get  
3 anything, but I retained all of the matters  
4 that Gladstein & Isaac had been handling,  
5 except for three files that I was requested  
6 to transfer to another firm.

7 Q. Did you lose any clients at  
8 Gladstein & Isaac as a result of the Luisa  
9 Esposito case?

10 A. I lost this one client who asked  
11 that three matters be transferred as a result  
12 of Allen Issac no longer being associated  
13 with the office.

14 Q. Did Allen Issac lose clients as a  
15 result of the Luisa Esposito case?

16 A. I have no idea.

17 Q. At Gladstein & Isaac, you brought  
18 in all of the clients?

19 A. The overwhelming majority.

20 Q. To use a phrase in the legal  
21 business, you were the rainmaker in the  
22 office?

23 A. I guess you could call me that.

24 Q. You know what that means?

25 A. Yes, I know what it means.

1 Gladstein

2 Q. And Mr. Issac, did he bring in  
3 business?

4 A. He did bring in some business.

5 Q. When the practice ended, he did  
6 not get any of the business that he brought  
7 in?

8 A. He did not.

9 Q. When you were winding up Gladstein  
10 & Isaac, how were assets split up between Mr.  
11 Issac and yourself?

12 A. Could you repeat the question?

13 Q. How were the assets of Gladstein &  
14 Isaac split up between the equity partners  
15 which is you and Harvey Gladstein and Allen  
16 Issac?

17 A. Allen Issac took his office  
18 furniture, had it picked up.

19 Q. When did this occur?

20 A. I had him leave the office and  
21 told him if he wanted his office furniture,  
22 which he indicated that he wanted, I told him  
23 have his mover contact the building and  
24 arrange to pick it up and get it out of the  
25 office.

1 Gladstein

2 So, it must have been -- once I  
3 told him the partnership was over and that he  
4 would have to physically leave, I guess it  
5 took about a little over a week. He hadn't  
6 moved yet, so I gave him until the end of the  
7 following week to leave, physically.

8 Q. Approximately when was that when  
9 it ended?

10 A. I would say about -- he left in  
11 the middle of February, physically. I told  
12 him he had to leave the office. He couldn't  
13 stay in the office.

14 About a week later he had some  
15 company pick up the furniture from his  
16 office.

17 Q. So this would be about February of  
18 2006, some time?

19 A. Yes. It took place in February  
20 2006. As far as the assets of the firm, the  
21 dissolution was resolved, I believe, in  
22 December of 2006 where I paid Mr. Issac a  
23 very minimal amount of money.

24 Q. How much was that?

25 A. \$50,000.

1 Gladstein

2 Q. That is the only remuneration Mr.  
3 Issac had seen from Gladstein & Isaac?

4 A. The only remuneration he received  
5 from me. Gladstein & Isaac didn't exist any  
6 more. But, as the winding up partner of  
7 Gladstein & Isaac, this is what I was  
8 prepared to give him and he accepted it  
9 rather than going through with litigation.

10 Q. Did you split any outstanding  
11 receivables with Mr. Issac?

12 A. No.

13 Q. Did you split any outstanding  
14 liabilities with Mr. Issac?

15 A. No.

16 Q. Was this based on a partnership  
17 agreement?

18 A. Would you repeat that?

19 Q. How you split up the liabilities  
20 and the receivables, was that based on a  
21 partnership agreement?

22 A. No.

23 Q. When you were splitting up the  
24 firm, you didn't rely on the partnership  
25 agreement?

1 Gladstein

2 A. No, we did not.

3 Q. During the time that Gladstein &  
4 Issac was open, did you and Allen Issac have  
5 good business relations?

6 MS. KLEIN: Objection to the form.

7 Q. Did you get along with Allen Issac  
8 for business reasons?

9 A. For business purposes, yes.

10 Q. Did you get along personally for  
11 your personal relations outside of the  
12 office?

13 A. We had no social relationship.

14 Q. How would you characterize your  
15 relationship with Mr. Allen Issac during your  
16 years of your partnership?

17 MS. KLEIN: Objection to the form.

18 A. It was a very workable partnership  
19 where he had his responsibilities, I had my  
20 responsibilities and any disagreements we had  
21 we would sit down and talk about and work  
22 out.

23 Q. Did you and Allen, would you  
24 characterize it as an acrimonious  
25 relationship?



1 Gladstein

2 A. No, not an acrimonious  
3 relationship at all, otherwise we never would  
4 have been partners for 39 years.

5 Q. Was there any acrimony between you  
6 and Allen Issac during the winding up process  
7 of Gladstein & Isaac?

8 MS. KLEIN: Objection to the form.  
9 You can answer.

10 A. There was certainly a difference  
11 of opinion as to how the dissolution should  
12 be resolved.

13 Q. Did you have a fight with him over  
14 money in winding up Gladstein & Isaac?

15 A. A disagreement, no fight, no  
16 argument. He had his position, I had my  
17 position.

18 Q. Was Mr. Issac represented by an  
19 attorney?

20 A. He was.

21 Q. And you were also represented by  
22 an attorney?

23 A. Absolutely, yes.

24 Q. Can I get the name of your  
25 attorney?

1 Gladstein

2 A. Eve Markewich.

3 Q. Former Judge.

4 A. No, she is not a former Judge.  
5 She should be a Judge, but she is not.

6 Q. Mr. Isaac's attorney?

7 A. I don't recall offhand. I'd have  
8 to check the records to give you the name of  
9 his attorney.

10 Q. All right, we'll fill that in.

11 A. Richard Gadowski, that is who that  
12 is. Richard Gadowski.

13 Q. At some point during the time of  
14 the dissolution of Gladstein & Isaac, did you  
15 have a grandson who was bar mitzvah'd?

16 A. Did I have --

17 Q. During the time of the  
18 dissolution, did you have a grandson who was  
19 bar mitzvah'd? Did I say it right?

20 A. Yes, I did.

21 Q. Did you invite Mr. Allen Issac to  
22 the bar mitzvah?

23 A. My daughter did.

24 MS. KLEIN: As a grandfather, you  
25 don't get to invite --

1 Gladstein

2 MR. JONES: I have been to bar  
3 mitzvahs, so I didn't --

4 A. My daughter invited him because my  
5 daughter, until the time of her death, worked  
6 at the office. She was an employee.

7 Q. She was the bookkeeper?

8 A. No, she was the billing clerk or  
9 ran the billing department, I would say,  
10 under my wife's direction.

11 Q. So, you did not invite him to  
12 spite Mr. Issac?

13 MS. KLEIN: I am sorry?

14 Q. You did not invite Mr. Allen  
15 Isaac --

16 A. It wasn't my affair to invite him.

17 Q. You did not in the negative invite  
18 Mr. Issac to your grandson's bar mitzvah to  
19 spite him?

20 MS. KLEIN: Objection to form.

21 A. I didn't invite anyone to my  
22 grandson's bar mitzvah. It was not my affair  
23 to run.

24 Q. Parenthetically, as an aside, this  
25 is cultural so don't attack me, as a

1 Gladstein

2 grandparent to your grandson, you can't  
3 invite someone to --

4 A. My daughter and son-in-law were  
5 paying for this event. They said to me, "Is  
6 there anyone particularly you would like to  
7 invite?" And my daughter said "I have  
8 already invited Allen Issac and his wife."  
9 So, I said "Fine."

10 I did invite him to my daughter's  
11 wedding, and I was invited to his older son's  
12 wedding.

13 Q. Okay. Do you know who Ileana  
14 Filemeno is?

15 A. Yes. She was Allen Isaac's  
16 secretary until the time he left. I kept her  
17 with the firm, and for awhile she was my  
18 secretary thereafter.

19 Q. Is she currently with you?

20 A. No.

21 Q. So she was an employee of  
22 Gladstein & Isaac then?

23 A. She was and then became an  
24 employee of Harvey Gladstein and Partners for  
25 awhile.

1 Gladstein

2 Q. Do you know approximately when she  
3 stopped working for Harvey Gladstein and  
4 Partners or --

5 A. I would say about three years ago  
6 she called in and said she -- her mother had  
7 some problem with illness in Florida and he  
8 she was going to go to Florida, which we said  
9 we understood, and then we didn't hear from  
10 her and our office manager kept trying to  
11 contact her and left messages on her cell  
12 phone.

13 Turned out we learned -- I don't  
14 know if my office manager otherwise  
15 learned -- that she did not go there at that  
16 time for her mother's illness and  
17 notwithstanding that messages were left for  
18 her with regularity, she did not contact the  
19 office for at least six weeks.

20 We didn't hear from her, so we  
21 assumed she abandoned the job and she was  
22 replaced.

23 Q. Did Ileana Filemeno ever complain  
24 to you about conduct by Mr. Allen Issac to  
25 her?

1 Gladstein

2 MS. KLEIN: Objection to the form  
3 of the question.

4 A. The only complaint she ever made  
5 was the last week he was on the premises, she  
6 came in and said that he was getting very  
7 nasty in his actions because I had instructed  
8 everybody at the office that he had no  
9 authority to ask anybody to do anything, and  
10 she said that her desk was obviously the  
11 first desk outside his office, and she said  
12 he just generally was getting very unpleasant  
13 and nasty, and she would hear him on the  
14 phone yelling or carrying on about things and  
15 just was very nasty, and she felt very  
16 uncomfortable being outside his office.

17 I think I told her that as long as  
18 he was leaving Friday, if the two days or so  
19 remained, if she could take those days and  
20 just not come into the office until he left.

21 Q. Did Ileana Filemeno ever complain  
22 to you about inappropriate sexual conduct  
23 towards her by Allen Issac?

24 A. No.

25 Q. Did you have an office manager at

1 Gladstein

2 Gladstein & Isaac, any at all, in the 39  
3 years, office manager?

4 A. Did I have an office manager.

5 Q. Did you ever have an office  
6 manager?

7 A. We've had several office managers.  
8 Our first office manager was there about 25  
9 years.

10 Q. Who was your last office manager?

11 A. Magdalena Sanchez, the lady who is  
12 presently my office manager.

13 Q. How long was she an office manager  
14 for Gladstein & Isaac?

15 A. I think she was there a total of  
16 eleven years, which would bring it back to  
17 2001. I guess she was the office manager for  
18 Gladstein & Isaac for, I'd say, four years,  
19 maybe four at the most.

20 Q. So, she was the office manager in  
21 2005 then?

22 A. Yes.

23 Q. Are you aware that Luisa Esposito  
24 filed a grievance complaint against Allen  
25 Issac?

1 Gladstein

2 A. I learned about that when I  
3 confronted Mr. Issac after I saw the second  
4 of the Channel 5 news reports.

5 Q. What were the news reports about?

6 A. They reported that an incident  
7 took place which I recognized the table and  
8 Mr. Isaac's reflection in the glass as having  
9 taken place in the library of our office,  
10 where some lady who at that time they didn't  
11 identify complained about inappropriate  
12 comments and behavior by Mr. Issac.

13 In fact, as I recall on the  
14 screen, they put certain words in quotes,  
15 certain statements he apparently made in  
16 quotes, but, I don't recall what they were  
17 exactly.

18 They indicated that the lady was  
19 complaining about inappropriate conduct.

20 Q. Do you know the conduct that she  
21 complained of currently?

22 A. Now I know about what conduct she  
23 complained of, yes, because annexed to the  
24 Federal Court complaint was a transcript of a  
25 tape that she apparently recorded of her last



1 Gladstein

2 visit to see Mr. Issac and it's spelled out  
3 what was on that. Reading that transcript, I  
4 knew what she was complaining about.

5 Q. When did you find out about Luisa  
6 Esposito's complaint?

7 A. Actually, other than the  
8 television broadcast, when I confronted Mr.  
9 Issac about it, all he would tell me, other  
10 than the last name of the lady which I  
11 insisted on learning -- he never even gave me  
12 her first name -- he said to me the lady has  
13 made complaints to the Ethics Committee of  
14 the Bar Association, to the District  
15 Attorney's office, and which he never told me  
16 about when he first called me to tell me that  
17 this reporter was outside his house.

18 The first time he told me about  
19 this was he called me at home on Friday the  
20 13th.

21 Q. Of what year?

22 A. Of 2006.

23 Q. What month?

24 A. He called me at home that Friday,  
25 it was Martin Luther King weekend, to tell me

1 Gladstein

2 that there was a reporter waiting for him who  
3 identified herself as being from Channel 5  
4 news when he came out of his house that  
5 morning and to talk to him about a claim some  
6 lady was making as regards his not handling  
7 her case properly and sexually harassing her.

8 I said "Who is this lady?" He  
9 said, "That's not your affair, I am just  
10 giving you" what he called "a heads up. You  
11 have nothing to do with this. The office has  
12 nothing to do with this.

13 "This is a client of Brian's and  
14 Brian asked me as a favor to get involved and  
15 meet with a lady. She's Brian's client, and  
16 if your son asks you to do him a favor, you  
17 never say no to a son."

18 He said, "That's all you have to  
19 know." That was the end of that telephone  
20 conversation.

21 When I went into the office the  
22 day after Martin Luther King Day, I went in  
23 to him and said, "What is this all about,"  
24 and he repeated, "It's not your affair. It's  
25 got nothing to do with the office. I was

1 Gladstein

2 doing Brian a favor and this whole thing is,"  
3 to use his terminology, "bullshit and I am  
4 taking care of it."

5 That's when he mentioned to me  
6 that "You have nothing to do with it, ignore  
7 it," at which point I asked him for a name  
8 and he gave me a last name only.

9 So, I went out and checked the  
10 computer, checked all of our records, could  
11 find no listing for the name Esposito, except  
12 the name we were defending for one of our  
13 carriers which was a gentleman by the name of  
14 Esposito. I knew this was the only Esposito  
15 name in our records.

16 I then went into the office  
17 manager which she said she never heard of it.  
18 We never had any such name. We then had  
19 disbursements which we had disbursed on a  
20 particular case to see if any disbursement  
21 was ever made on an Esposito case.

22 She checked the entire year 2005  
23 and could not find any entry for any  
24 disbursement made on an Esposito case.

25 We had absolutely no record of any

1 Gladstein

2 such case in the office.

3 Q. Do you have access to those files  
4 now?

5 A. To what files?

6 Q. Your Gladstein & Isaac files, what  
7 you just indicated?

8 A. I have whatever files remain open.  
9 I have some closed files in the office, but  
10 there are absolutely no files of any sort  
11 with the lady's name on it.

12 Q. Okay. I am going to ask you to  
13 read from Plaintiff's 4 which you previously  
14 identified as the complaint, paragraphs 34  
15 and 35.

16 MS. KLEIN: Why don't you just  
17 read them into the record?

18 MR. JONES: I want him to read it.

19 MS. KLEIN: To himself?

20 MR. JONES: No, read it into the  
21 record.

22 A. 34 and 35. I have just read it.  
23 It claims that --

24 Q. No, read it.

25 A. Fine. I have read it.

1 Gladstein

2 Q. No, read it out loud for the  
3 record.

4 A. Paragraph 34, "That on or about  
5 June 2005, Defendant Gladstein & Issac were  
6 retained as trial counsel by Defendant  
7 Pollack, Pollack, Issac and DeCicco, LLP, to  
8 represent Plaintiff Luisa C. Esposito in the  
9 matter of Luisa Esposito versus Pasquale  
10 Amoroso et al venued in District Court  
11 Hempstead in Nassau County bearing index  
12 number 2982/03."

13 Paragraph 35, "That on or about  
14 June 2005, defendant Gladstein & Isaac were  
15 retained as trial counsel by defendant Brian  
16 J. Issac to represent Plaintiff Luisa C.  
17 Esposito in the matter of Luisa Esposito  
18 versus Pasquale R. Amoroso et al venued in  
19 District Court Hempstead in Nassau County  
20 bearing index number 2982/03."

21 Q. Now, in your answer that we  
22 previously identified as Plaintiff's 5 and 6,  
23 do you know how you answered paragraphs 34  
24 and 35 of the complaint?

25 MS. KLEIN: Objection. I am not

1 Gladstein

2 going to allow him to speculate. You  
3 are pointing to a document.

4 Give it to him.

5 MR. JONES: You have the answer.

6 I am just asking if he knew?

7 A. I would assume we denied both  
8 paragraphs since we were never retained as a  
9 firm.

10 MS. KLEIN: Which document do you  
11 want him to read?

12 Q. I am sorry. Which one is your  
13 final answer?

14 A. Well, this is the amended verified  
15 answer.

16 Q. Okay, read that one then.

17 MS. KLEIN: Just indicate the  
18 witness is looking at Exhibit 6.

19 A. "Deny the allegations contained in  
20 paragraph 34 of the complaint. Deny the  
21 allegations also contained in paragraph 35 of  
22 the complaint."

23 Q. Okay, that is that you deny that  
24 Miss Esposito was a client of Gladstein &  
25 Isaac?

1 Gladstein

2 A. Absolutely. If she was, we would  
3 have been required to file with the  
4 appropriate court authorities to indicate  
5 that we were retained as counsel.

6 MR. JONES: Move to strike that  
7 answer. I didn't ask for that.

8 Could you mark this as Exhibit 7?

9 (Allen Isaac's answer to Esposito  
10 lawsuit was marked as Exhibit 7.)

11 MS. KLEIN: I would object to  
12 striking that. Your implication --

13 MR. JONES: There was no  
14 implication. I had no open question.

15 MS. KLEIN: The witness is allowed  
16 to complete his answer. You implied he  
17 lied. There is nothing inappropriate  
18 stating his response to that question.

19 MR. JONES: I still move to strike  
20 it.

21 MS. KLEIN: You can still move to  
22 strike, but it won't be stricken from  
23 the transcript.

24 For the record, to the extent you  
25 are going to show them to the witness,

1 Gladstein

2 they are not on behalf of him, and he  
3 doesn't have any knowledge of them, so I  
4 won't allow him to testify as to them.

5 MR. JONES: We will see.

6 Q. Mr. Gladstein, I have here what  
7 has been marked as Plaintiff's 7, an answer  
8 to the complaint by Allen Isaac.

9 Have you ever seen Allen Isaac's  
10 answer to the complaint for Luisa Esposito?

11 A. No.

12 Q. Do you have any knowledge of any  
13 of the contents of the answer to the  
14 complaint of Luisa Esposito?

15 A. His answer on his behalf, no.

16 Q. You have previously testified to  
17 the allegations in paragraph 34 and 35 which  
18 indicated that, alleged that Miss Esposito  
19 was a client of Gladstein & Isaac.

20 Q. You have denied that in your  
21 answer to the complaint?

22 A. Correct.

23 Q. You have denied that here. Are  
24 you aware that Mr. Issac, in his answer in  
25 paragraphs 34 and 35, has indicated that Miss



1 Gladstein

2 Luisa Esposito is a client of Gladstein &  
3 Isaac?

4 MS. KLEIN: Objection. That is  
5 misrepresenting what the document  
6 states.

7 MR. JONES: Okay. Well, read what  
8 it says exactly.

9 In paragraph 34 of the complaint  
10 Mr. Issac said --

11 MS. KLEIN: Of the answer.

12 MR. JONES: Of the answer, thank  
13 you so much. Paragraph 34 of the answer  
14 of Allen Issac, he admits the allegation  
15 contains in paragraph 34 of the  
16 complaint which we just stated is, I  
17 just want to read it again, "That on or  
18 about June 2005, defendant Gladstein &  
19 Isaac were retained as trial counsel by  
20 defendant Pollack, Pollack, Issac and  
21 DeCicco, LLP to represent Plaintiff  
22 Luisa C. Esposito in a matter of Luisa  
23 Esposito versus Pasquale Amoroso et al.  
24 venued at District Court, Hempstead in  
25 Nassau County being index number

1 Gladstein

2 2982/03."

3 I will read it again, index number  
4 2982/03.

5 Mr. Allen admits in his answer  
6 admits the allegation contained in  
7 paragraph 34 of the complaint.

8 In paragraph 35 of the complaint  
9 it states that, "On or about June 2005  
10 defendant Gladstein & Issac were  
11 retained as trial counsel by Defendant  
12 Brian J. Issac to represent Plaintiff  
13 Luisa C. Esposito in the matter of Luisa  
14 Esposito versus Pasquale Amoroso et al.  
15 venued in District Court, Hempstead,  
16 Nassau County bearing index number  
17 2982/03."

18 Mr. Issac represents, admits, says  
19 in his answer to that paragraph 35,  
20 "Denies the allegations contained in  
21 paragraph 35 of the complaint except  
22 admits that Gladstein & Isaac was  
23 retained by Pollack, Pollack, Issac and  
24 DeCicco, LLP to represent plaintiff in  
25 the matter of Luisa C. Esposito versus

1 Gladstein

2 Pasquale Amoroso."

3 Are you disputing the answers put  
4 forth by Mr. Allen Issac?

5 A. Absolutely.

6 MS. KLEIN: Objection. The  
7 document speaks for itself.

8 A. Absolutely that he put that down.  
9 That's not true.

10 Q. You are saying that's not true?

11 A. That's what I am saying. It's not  
12 true.

13 (Answer by Defendants Arthur  
14 Pollack, Pollack, Pollack, Issac &  
15 DeCicco, Conrad Pollack, Pollack,  
16 Pollack, Issac & DeCicco, LLP, Brian J.  
17 Issac, Pollack, Pollack, Issac &  
18 DeCicco, LLP and Pollack, Pollack, Issac  
19 & DeCicco, LLP was marked as Plaintiff's  
20 Exhibit 8.)

21 Q. Also I have marked as Plaintiff's  
22 8 an answer by Defendants Arthur Pollack,  
23 Pollack, Pollack, Issac, DeCicco, Conrad  
24 Pollack, Pollack, Pollack, Issac and DeCicco,  
25 LLP, Brian J. Issac, Pollack, Pollack, Issac

1 Gladstein

2 and DeCicco, LLP and Pollack, Pollack, Issac  
3 and DeCicco, LLP for the same paragraphs 34  
4 and 35.

5 On paragraph 34, these defendants,  
6 I am going to condense them and call them  
7 PPID just for description purposes, but they  
8 are all that I just read, the PPID defendants  
9 in paragraph 34. They deny each and every  
10 allegation contained in paragraph 35 of the  
11 verified complaint except admit that  
12 Gladstein & Isaac were retained as trial  
13 counsel to the firm known as Pollack,  
14 Pollack, Issac and DeCicco.

15 MS. KLEIN: Counsel, you are  
16 asking him that you are reading it  
17 correctly?

18 MR. JONES: No, I am saying, were  
19 you aware that they put in an answer?

20 A. I was aware they put in an answer.  
21 I had no idea what they were alleging in  
22 their answer.

23 Q. Are you aware that they have  
24 indicated that Gladstein & Isaac was retained  
25 as trial counsel?

1 Gladstein

2 A. You are now making me aware of the  
3 fact that they are claiming that.

4 Q. This is the first time you are  
5 aware of that as of today?

6 A. I have no idea what they were  
7 claiming.

8 Q. Is today the first time you  
9 were --

10 A. The first time I am aware of the  
11 fact that they are claiming that.

12 Q. As to paragraph 34 of the  
13 complaint, PPID admits the allegation  
14 contained in paragraph 34 of the verified  
15 complaint, so today is the first time you are  
16 aware that they --

17 MS. KLEIN: Again I object to the  
18 extent you are asking him to accept as  
19 true what you are reading.

20 You are asking him to accept as  
21 true --

22 MR. JONES: You said you didn't  
23 want him to read it, so I am reading --

24 MS. KLEIN: You are asking him a  
25 question whether or not it is accurate,

1 Gladstein

2 whether it says that.

3 If you are asking him does the --  
4 if you are asking him if Exhibit 8 says  
5 what it says, we don't dispute that it  
6 says what it says. It speaks for  
7 itself, the document.

8 MR. JONES: I want it in the  
9 record, and I want the record clean as  
10 to what it says.

11 MS. KLEIN: Go ahead. I am not  
12 going to tell you how to do your  
13 deposition. I am telling you, you can't  
14 ask a witness about a document that he  
15 didn't write, hasn't seen, has nothing  
16 to do with.

17 You haven't laid a foundation that  
18 he knows anything about it.

19 MR. JONES: He just said he does  
20 not know anything about it.

21 MS. KLEIN: So you have no  
22 foundation to ask him any additional  
23 questions about it.

24 MR. JONES: Of course I do because  
25 it is part of the litigation. They are

1 Gladstein

2 defendants in the action. The  
3 allegations are the same.

4 MS. KLEIN: I am not disputing  
5 that you can read something in the  
6 record.

7 MR. JONES: I just did.

8 MS. KLEIN: But your testimony is  
9 no different than his.

10 MR. JONES: I am not testifying.  
11 I am reading from the paragraph.

12 MS. KLEIN: And you are asking  
13 him if what you read is accurate.

14 MR. JONES: And I am saying did he  
15 know if this is what they said, and he  
16 just said no.

17 MS. KLEIN: Right.

18 MR. JONES: And he said this is the  
19 first time he heard about it.

20 MS. KLEIN: Correct. Okay.

21 Q. You previously testified that you  
22 were aware that Miss Esposito filed a  
23 grievance complaint against Allen Issac?

24 MS. KLEIN: Objection just to the  
25 phrase "grievance" so that everybody is

1 Gladstein

2 talking about the same thing.

3 MR. JONES: Whether it's called  
4 grievance --

5 MS. KLEIN: I am not fighting with  
6 you.

7 MR. JONES: You are right, I know  
8 you're not.

9 Q. Are you aware that Allen Issac was  
10 the subject matter of a Departmental  
11 Disciplinary Complaint in the First  
12 Department filed by Luisa Esposito?

13 A. Yes.

14 Q. In fact, you've testified at the  
15 hearing for, I guess --

16 A. I was subpoenaed to testify as a  
17 witness.

18 Q. You did, in fact, testify?

19 A. Yes.

20 Q. You were under oath at the time of  
21 your testimony?

22 A. Yes. I was under oath.

23 Q. Were you represented by counsel at  
24 the grievance, at the disciplinary hearing of  
25 Allen Issac?



1 Gladstein

2 A. No.

3 Q. Were you aware that Ileana  
4 Filemeno testified against Allen Issac at the  
5 Department of Disciplinary Committee?

6 A. I learned about it afterwards. I  
7 wasn't aware that she did at the time.

8 Q. Do you know what she testified to?

9 A. No.

10 Q. Do you know currently what she  
11 testified to?

12 A. No.

13 Q. You have no knowledge of it  
14 whatsoever --

15 A. I do not.

16 Q. You never asked her?

17 A. I never asked her.

18 Q. Was she an employee of Gladstein &  
19 Isaac when she testified?

20 MS. KLEIN: How would he know?

21 A. Gladstein & Issac didn't exist at  
22 the time of these proceedings.

23 Q. Was she an employee at Harvey  
24 Gladstein and Partners at the time she  
25 testified?

1 Gladstein

2 A. Yes, she was.

3 Q. She never made you aware that she  
4 was going to testify when she worked --

5 A. Not until afterwards.

6 Q. Did you know that Allen Issac  
7 sexually assaulted Ileana while working for  
8 Mr. Issac at the law office of Gladstein &  
9 Isaac?

10 MS. KLEIN: Objection.

11 MR. HURWIT: Objection as well.

12 Q. Are you aware that Miss Ileana  
13 Filemeno alleged that Mr. Issac --

14 A. No.

15 Q. She never discussed any matter  
16 with you regarding Mr. Issac and any conduct  
17 he did against her?

18 MS. KLEIN: Other than what he's  
19 already testified --

20 A. Other than what I said about her  
21 being very upset with her acting angry just  
22 before he had to vacate his office and the  
23 premises.

24 Q. When you were winding up Gladstein  
25 & Isaac, did you have a dispute about money

1 Gladstein

2 with Allen Issac?

3 A. Yes.

4 Q. That is the same \$50,000 or that  
5 resulted --

6 A. That is what resolved it. I was  
7 prepared to go to trial and it was resolved  
8 before that became necessary.

9 Q. So, in order to avoid litigation  
10 regarding money and dividing up Gladstein &  
11 Isaac, you settled at \$50,000?

12 A. The only reason I settled it for  
13 anything, notwithstanding his lawyer's demand  
14 of \$450,000 is that unfortunately my daughter  
15 had a recurrence of her cancer and I knew  
16 that I would be devoting a great deal of time  
17 since my wife is no longer around to help  
18 with that situation.

19 That was the only reason I offered  
20 him anything, and when I told him it was  
21 because of sickness in the family, I believe  
22 he then realized what it was about and he  
23 agreed to accept my offer to avoid going to  
24 trial because I knew my time would be  
25 occupied aside from work with regard to my

1 Gladstein

2 daughter's problem.

3 Q. Okay. Again I am sorry about  
4 that. When you were winding up Gladstein &  
5 Isaac, was there a dispute now as to assets,  
6 non monetary assets?

7 A. No.

8 Q. Files?

9 A. No, the only thing he asked me to  
10 do as part of the disposition was to continue  
11 to handle a matter where the firm was  
12 representing a cousin of his without fee and  
13 he asked me to please continue to defend his  
14 cousin in that action. I agreed that we  
15 would continue to handle the file, which we  
16 did.

17 Q. Was there a time that you and him  
18 had a discussion about Gladstein & Isaac in  
19 winding out, paying an American Express card  
20 bill?

21 A. Yes.

22 Q. What happened with that dispute?

23 A. As part of the settlement, I  
24 authorized our office manager to pay the  
25 bill.

1 Gladstein

2 Q. How much was the bill?

3 A. I don't remember exactly. It  
4 probably was about, I think it was \$8,000.  
5 Something in that area.

6 Q. So, in addition to the \$50,000  
7 that you settled on, there was this payment  
8 of \$8,000?

9 A. Of a bill which covered items  
10 prior to the dissolution of the partnership.

11 Q. Such as?

12 A. I don't recall what was on the  
13 bill.

14 Q. You don't recall. What time  
15 period did it cover for the bill?

16 A. It probably would have been the  
17 last bill that came in covering probably  
18 December of 2005.

19 Q. So, there is the \$50,000 that you  
20 settled on, there is \$8,000 for the American  
21 Express card bill, but is there any other  
22 payment that you made for Mr. Issac in  
23 dissolving Gladstein & Isaac?

24 A. No.

25 Q. Was there a dispute in dividing up

1 Gladstein

2 any receivables?

3 A. No.

4 Q. For Allen Issac?

5 A. No.

6 Q. There was no dispute. Was there  
7 any dispute as to outstanding liabilities  
8 that Gladstein & Issac was responsible for in  
9 dissolving --

10 A. Liabilities, by what do you mean,  
11 rent --

12 Q. Rent?

13 A. No, no dispute.

14 Q. Did you use Ileana Filemeno as a  
15 threat to testify against Allen Issac at his  
16 DDC hearing?

17 A. No.

18 Q. Did you use Ileana Filemeno as a  
19 threat to testify against Allen Issac in  
20 order to reduce his monetary that he was  
21 entitled to from Gladstein & Issac?

22 A. No.

23 Q. Did you threaten to have Ileana  
24 Filemeno testify against Allen Issac in this  
25 civil lawsuit?

1 Gladstein

2 A. No.

3 Q. Did you use Ileana Filemeno as a  
4 threat to reduce Allen Isaac's portion of  
5 Gladstein & Isaac outstanding receivables, if  
6 there was any?

7 A. No.

8 Q. Did you use Ileana Filemeno as a  
9 threat to increase Allen Isaac's portion of  
10 Gladstein & Isaac's outstanding liabilities?

11 A. No.

12 Q. Did you use Ileana Filemeno's  
13 testimony against Allen Issac in a form of  
14 extortion against Allen Issac?

15 MS. KLEIN: Objection to the form  
16 of the question.

17 A. No.

18 Q. What were the lines of practice of  
19 Gladstein & Isaac?

20 MS. KLEIN: Objection to the form  
21 of the question.

22 Q. What areas of practice did you,  
23 Gladstein & Isaac, practice in?

24 A. Overwhelmingly we did defense work  
25 for insurance companies and self insured

1 Gladstein

2 organizations, which included representing  
3 insurance companies on insurance coverage  
4 disputes and we, for awhile, did handle an  
5 occasional plaintiff's case as long as there  
6 was no possibility of a conflict of interest  
7 being involved.

8 Q. Can you explain what a conflict of  
9 interest is as a defense attorney?

10 A. Well, we certainly would not  
11 accept any case where any of the insurance  
12 carriers we represented or any of the  
13 insurance carriers who were affiliated with  
14 carriers we represented were involved.

15 Q. What percentage of your business  
16 was defense work?

17 A. Less than 10 percent.

18 Q. Defense work, insurance defense  
19 work?

20 A. Oh, insurance defense work,  
21 including coverage work represented at least  
22 90 percent of the business.

23 Q. What did 10 percent consist of?

24 A. The occasional plaintiff's case.

25 Q. Who did the plaintiffs work at



1 Gladstein

2 Gladstein & Isaac?

3 MS. KLEIN: What time period?

4 Q. -- prior to the dissolution of  
5 Gladstein & Isaac?

6 MS. KLEIN: Immediately prior?

7 MR. JONES: Let's say the last ten  
8 years.

9 MS. KLEIN: Objection.

10 A. Most of the plaintiffs' work we  
11 referred to a lawyer who at one time worked  
12 for us, but who in later years became a  
13 tenant of ours, in our offices, Ronald  
14 Berman, and he, we referred virtually all of  
15 the plaintiffs' work to him, except Allen  
16 Issac would on occasion get a matter where  
17 there was --

18 If there was no conflict, he would  
19 handle it at the time. It would be given to  
20 him when it would come on for trial and he  
21 would go in and try to dispose of the case at  
22 that time.

23 Q. He would be trial counsel with  
24 some plaintiffs work in your office?

25 A. He would be trial counsel actually

1 Gladstein

2 on our own cases that Ron Berman had been  
3 handling and I believe he did at least one  
4 case I know of where we were retained by his  
5 son's office some case against a bus accident  
6 of some sort that I know he took on as trial  
7 counsel.

8 He filed the appropriate papers  
9 and that was the only case that I know of  
10 that he handled for his son's office as trial  
11 counsel.

12 Q. From the plaintiffs' work that you  
13 did, did you get legal fees from that work?  
14 From the partners or employees that referred  
15 them to the office, did Gladstein & Isaac get  
16 legal fees or referral fees?

17 MS. KLEIN: Objection to the form.

18 A. Only if it was a case that either  
19 he brought in or Allen Issac brought in, any  
20 of the other attorneys who brought in  
21 plaintiffs' cases, I told them that they  
22 could refer them to Ronald Berman to handle,  
23 and if they were to get any part of the fee,  
24 it belonged to them.

25 It had nothing to do with the

1 Gladstein

2 firm.

3 Q. So, if you or Allen Issac brought  
4 in a case, the firm took a fee --

5 A. And a referral fee from Ronald  
6 Berman. If it was any of the other  
7 attorneys, they were instructed not to handle  
8 them. They should turn them over to either  
9 Mr. Berman or anyone they wanted to. Any fee  
10 they would get out of it would belong to the  
11 individual attorney.

12 Q. The firm that would receive the  
13 fee from a referral of a plaintiff's case  
14 would be Gladstein & Isaac from the referral  
15 from Harvey Gladstein and/or Allen Issac?

16 MS. KLEIN: If they were a client,  
17 yes.

18 MR. JONES: If they were a client,  
19 yes.

20 Q. Prior to the dissolution of  
21 Gladstein & Isaac, you indicated there were  
22 two equity partners at Gladstein & Isaac, and  
23 there were non equity partners?

24 A. Correct.

25 Q. Can either of those, that is the

1 Gladstein

2 equity partner or non equity partner, bind  
3 Gladstein & Issac to a contract?

4 A. Only the equity partners could.

5 Q. How did the equity partners bind  
6 Gladstein & Isaac to a contract?

7 A. By signing the firm name and their  
8 individual name.

9 Q. So, an individual equity partner  
10 can bind Gladstein & Isaac to a contract?

11 A. Yes, if there was a signed  
12 agreement, they could.

13 Q. Can an equity partner unilaterally  
14 retain a client?

15 A. I am assuming they could as long  
16 as the other equity partner was told about it  
17 or notified and agreed. I don't think I ever  
18 bound the firm to any contract without  
19 letting Mr. Issac know about it prior to my  
20 binding the firm.

21 Q. No, you didn't answer my question.  
22 Can an equity partner unilaterally retain a  
23 client for Gladstein & Isaac?

24 A. I am not that familiar with  
25 partnership law, but I would assume that

1 Gladstein

2 partnership law would indicate that an equity  
3 partner couldn't bind the firm.

4 Q. Is that what occurred at Gladstein  
5 & Issac prior to the dissolution?

6 MS. KLEIN: Objection to the form.

7 A. Neither one of us, to my  
8 knowledge, would ever bind a firm without  
9 discussing it with the other.

10 Q. That happened a hundred percent of  
11 the time?

12 A. To my knowledge it did.

13 Q. Did you ever bind, retain a client  
14 without discussing with Allen Issac?

15 A. No.

16 Q. Do you know if Allen Issac ever  
17 retained a client without discussing it with  
18 you?

19 A. Not to my knowledge.

20 Q. How did Gladstein & Issac retain  
21 its clients?

22 MS. KLEIN: Objection to the form.

23 A. If it were an organization we were  
24 going to be doing defense work with --

25 Q. Withdrawn. Let me be specific to

1 Gladstein

2 defense work. How did Gladstein & Isaac  
3 retain its defense work clients?

4 MS. KLEIN: Objection to the form.

5 A. If we solicited work with a  
6 particular carrier or a self insured and they  
7 decided that they were going to use us, the  
8 organizations that we were going to retain  
9 simply wanted a letter from us indicating  
10 what other few charges would be for attorneys  
11 and paralegals, and they would normally send  
12 us their guidelines as to how they wanted  
13 their matters handled and what they would be  
14 willing to pay for and what they felt should  
15 be billed for.

16 Q. How did Gladstein & Isaac retain  
17 its personal injury clients that you did?

18 MS. KLEIN: Objection to the form.

19 A. If we retained a personal injury  
20 client, we would have a client sign a basic  
21 form retainer.

22 We would then file a notice with  
23 the appropriate court authorities indicating  
24 that we were representing this particular  
25 person.

1 Gladstein

2 Q. How about when Gladstein & Issac  
3 was retained as trial counsel for plaintiff's  
4 case?

5 MS. KLEIN: I believe that's what  
6 he just answered.

7 MR. JONES: No, no, no.

8 A. If we were retained as trial  
9 counsel, we would file a statement as to the  
10 retainer with the appropriate Court  
11 authorities.

12 Q. So, would they sign a retainer?

13 A. Would they what?

14 Q. Sign a retainer, that is the  
15 contract-binding client and --

16 A. If it was just for trial purposes,  
17 the client would not sign a retainer, the  
18 referring law firm would send a letter  
19 indicating that they wanted to retain the  
20 firm as trial counsel which didn't happen  
21 that often, but when it did, based on that  
22 letter, we would file a statement as to a  
23 retainer with the Court authorities.

24 Q. Did you get that letter from PPID  
25 that the -- and PPID being the acronym I

1 Gladstein  
2 created for Pollack, Pollack, regarding Luisa  
3 Esposito?

4 A. Not to my knowledge.

5 (A recess was taken.)

6 Q. When Gladstein & Isaac did  
7 plaintiffs' work, was it Gladstein and  
8 Isaac's practice to file retainer statements  
9 with the Office of Court Administration?

10 A. Yes.

11 Q. Why is that?

12 A. Because we were required to let  
13 the Office of Court Administration know that  
14 we were representing a plaintiff or even if  
15 we were going to refer it, as I said, to  
16 another attorney, we would still have to file  
17 since we were going to be getting part of the  
18 fee.

19 Q. When Gladstein & Isaac did  
20 plaintiffs' work, was it Gladstein and  
21 Isaac's practice to file retainer closing  
22 statements with Office of Court  
23 Administration at the conclusion of the  
24 representation of a client?

25 A. Yes.



1 Gladstein

2 Q. Again, why?

3 A. Because we were required to by the  
4 courts.

5 Q. Was a retainer statement, opening  
6 retainer statement ever filed for Luisa  
7 Esposito?

8 A. No. Not by the firm.

9 Q. Not by Gladstein & Isaac? Was a  
10 closing statement ever filed by Gladstein &  
11 Isaac for Luisa Esposito?

12 A. No.

13 Q. Was Luisa Esposito ever in the  
14 offices of Gladstein & Isaac on July 8, 2005?

15 MS. KLEIN: Objection.

16 A. I have no way of knowing. Could  
17 you tell me what day of the week it was?

18 Q. No. I just have the date July 8,  
19 2005.

20 A. I don't even know if I was in the  
21 office that day.

22 Q. Okay. That's a question you can  
23 answer the best you can.

24 How about September 16, 2005.

25 A. Same answer. I have no way of

1 Gladstein

2 knowing. I never knew of her being in the  
3 office.

4 Q. October 8, 2005.

5 A. Same.

6 Q. Do you know if Luisa Esposito was  
7 ever in the office of Gladstein & Isaac in  
8 any part of 2005?

9 A. Only by the television report on  
10 Channel 5 news where I recognized the library  
11 and saw the reflection of Mr. Issac in the  
12 glass on top of the library table.

13 Q. Is there any reason why no  
14 retainer statement on opening or closing was  
15 not filed for Luisa Esposito?

16 A. Because she was never a client of  
17 the firm.

18 Q. And the firm being Gladstein &  
19 Isaac?

20 A. Correct.

21 Q. So you never received a retainer  
22 statement number for Luisa Esposito for  
23 opening statement?

24 A. We never received.

25 Q. You never received a closing

1 Gladstein  
2 statement retainer number?

3 A. We never did.

4 Q. Was there a file at Gladstein &  
5 Isaac for Luisa Esposito?

6 A. Not to my knowledge.

7 Q. Did Allen Issac keep a file for  
8 Luisa Esposito?

9 A. I have no way of knowing what he  
10 did with regard to that matter.

11 Q. In a plaintiff's case, if the case  
12 is transferred out of your office, do you  
13 keep a copy of the file?

14 MS. KLEIN: Objection just to the  
15 extent you are calling for speculation.

16 MR. JONES: He does plaintiffs'  
17 work as --

18 MS. KLEIN: I am saying as --

19 MR. JONES: He says he does  
20 plaintiffs' work.

21 MS. KLEIN: You haven't  
22 established there was anything ever  
23 transferred out.

24 MR. JONES: I am asking if there  
25 was a case that is transferred out.

1 Gladstein

2 MS. KLEIN: That is assuming that  
3 there is a case transferred out, so you  
4 are going to have to lay the foundation.  
5 You just answered your own question.

6 MR. JONES: I don't agree with  
7 that but -- just to move on.

8 Q. You previously testified that your  
9 office does plaintiffs' work, is that  
10 correct?

11 A. No. I testified to the fact that  
12 we would occasionally be retained in a  
13 plaintiff's matter which we would then refer  
14 out to other counsel.

15 Q. But you also said that you did  
16 work if you or Mr. Issac retained a  
17 plaintiff's case?

18 A. No. I didn't say we did work on  
19 it. I didn't work on it. I would  
20 immediately refer it out after being retained  
21 and interviewing the plaintiff.

22 I would then refer the case out  
23 and didn't, did not do work on it.

24 Q. Other than that scenario, would  
25 you copy a copy of the file?

1 Gladstein

2 A. No.

3 Q. You would not keep a copy of the  
4 file?

5 A. No.

6 Q. If you didn't keep a copy of the  
7 file, would there be any reason you would  
8 just keep the medical records of the file?

9 A. No.

10 Q. You would not?

11 A. No. I would keep a copy of the  
12 retainer and a copy of the document we filed  
13 with the Office of Court Administration and I  
14 might contact the attorney I referred it to.

15 Q. Is there any reason why --

16 A. I would contact the attorney  
17 possibly annually to find out the status of  
18 the case, but otherwise I might not even do  
19 that.

20 It would simply -- I might hear  
21 from the attorney who is handling it, discuss  
22 the case with me, but that's it.

23 Q. Why is it that you would not keep  
24 the medical records of the file that you  
25 referred out?

1 Gladstein

2 A. Because if we were not handling  
3 the file, there would be no reason for us to  
4 maintain a file that we had referred to other  
5 counsel, that I did not necessarily want a  
6 plaintiff's file in the office since we  
7 weren't handling it.

8 Q. Are there copies of Luisa  
9 Esposito's medical records at Gladstein &  
10 Isaac prior to the dissolution?

11 A. No.

12 Q. Did you as the managing attorney  
13 assign clients to attorneys?

14 A. I would assign matters that came  
15 into the office to attorneys.

16 Q. Because you were the managing  
17 attorney?

18 A. That's correct.

19 Q. Mr. Issac, did he assign cases to  
20 attorneys?

21 A. No.

22 Q. You would also do the same for  
23 staff, right, assign cases to your staff?

24 MS. KLEIN: Objection to the  
25 question.

1 Gladstein

2 A. Once I assigned a file to the  
3 attorney, the attorney, each attorney knew  
4 who their secretary would be and then we had  
5 support staff that they used as needed.

6 Q. I am a small practitioner. I  
7 don't get those luxuries.

8 How were clients assigned to the  
9 equity partners at Gladstein & Isaac?

10 MS. KLEIN: Objection just to the  
11 form.

12 A. Files were assigned by me to  
13 whichever attorney I felt should handle it.  
14 None were assigned by me to Mr. Issac since  
15 he did not do any of the preliminary work on  
16 any file.

17 He ran the courts and in addition  
18 he assigned the attorneys to handle  
19 depositions and any other matters, but he did  
20 not handle any of the files until they  
21 reached a stage of this having to go to  
22 court.

23 Q. Did you pay bonuses at Gladstein &  
24 Isaac?

25 A. Yes.

1 Gladstein

2 Q. Bonuses, cash bonuses?

3 MS. KLEIN: Objection to the form.

4 Q. Did you determine the bonuses of  
5 both you and Mr. Issac?

6 MS. KLEIN: Objection, it is  
7 compounded. You don't have a time  
8 period.

9 Q. The last ten years of Gladstein &  
10 Isaac.

11 MS. KLEIN: Objection to form.

12 A. I would normally indicate what I  
13 thought the bonuses should be. I would show  
14 them to Mr. Issac. He, as far as I know,  
15 never disagreed with whatever I indicated the  
16 bonuses should be.

17 Q. Did the equity partners get a  
18 bonus at Gladstein & Issac in the last ten  
19 years?

20 MS. KLEIN: Objection to the form.

21 A. No.

22 Q. So, your only compensation at  
23 Gladstein & Issac was the draw?

24 A. No. No. We occasionally would  
25 take out a lump sum if we felt there was



1 Gladstein

2 enough money for the firm to function  
3 properly, and we would take out, in addition  
4 to what our draw was, some additional money  
5 if we felt it was available.

6 Q. Did Gladstein & Isaac partners  
7 divide profits, equity partners?

8 MS. KLEIN: Again, objection just  
9 to the time period.

10 Q. Last ten years.

11 A. We didn't designate anything as  
12 profits. We divided whatever was drawn for  
13 one partner would be drawn for the other.

14 Q. Is your profit to the partners  
15 the same as a bonus?

16 MS. KLEIN: Objection.

17 A. No.

18 Q. Did Gladstein & Isaac have a  
19 pension?

20 A. We did for many years and we  
21 discontinued it at one point. It was too  
22 expensive to continue.

23 Q. Trust me, I know it as a small  
24 business person.

25 Do you have a 401(k)?

1 Gladstein

2 MS. KLEIN: Objection, again, to  
3 the time period.

4 Q. Last ten years. Everything I say  
5 is with regard to the last ten years.

6 A. There was a 401(k). It still  
7 exists but we have not put any money into it  
8 in a long time. Employees who are part of it  
9 are entitled to put money in themselves.

10 Some years ago we stopped putting  
11 money into the 401(k).

12 Q. I think you just added to that,  
13 but I just want to clarify it. Did the  
14 partners participate in the pension in the  
15 last ten years, the equity partners?

16 A. I think the pension plan was  
17 discontinued longer ago than that, so we  
18 would not have participated.

19 Q. You indicated earlier that you  
20 were served with process in this lawsuit, is  
21 that correct?

22 A. Actually it was served on the  
23 receptionist, but I was in the office at the  
24 time and she asked me if she should accept it  
25 and I told her yes.

1 Gladstein

2 Q. The office being Gladstein & Issac  
3 at 110 Wall Street?

4 A. Right. At the time it was served,  
5 we were not Gladstein & Issac. At the time  
6 it was served, it was Harvey Gladstein and  
7 Partners, but I accepted on my own behalf and  
8 on behalf of the partnership.

9 I did not accept service on behalf  
10 of Mr. Issac.

11 Q. That is Mr. Issac personally?

12 A. I accepted the service on me  
13 personally and I accepted for the firm.

14 Q. Right, but that would be also Mr.  
15 Issac as partner --

16 A. In the firm, yes.

17 Q. Did any employee ever in the  
18 history of Gladstein & Isaac sue Gladstein &  
19 Issac for any reason?

20 MS. KLEIN: Objection, just to the  
21 extent that you are going beyond what  
22 the Court has ordered parameters of the  
23 discovery to be.

24 I will let him answer, but again,  
25 I am going to point out you are going

1 Gladstein

2 beyond what the court is allowing, so I  
3 will --

4 MR. JONES: Educate me. Do you  
5 have something you want to read?

6 MS. KLEIN: I have a lot of things  
7 from this case. The Court limited  
8 everything relating to complaints and  
9 things of that sort for particular  
10 periods to -- well, it depends on what  
11 the question is that. You are asking  
12 between 2000 and 2005. The Court  
13 specifically narrowed the request.

14 MR. JONES: Do you mind showing  
15 that to me, please?

16 This is a copy, and this is the  
17 transcript which deals with the general  
18 subject matters.

19 (Hanging.)

20 MS. KLEIN: Let me just see that.  
21 I just want to make sure there are no  
22 notes.

23 (Pause.)

24 MS. KLEIN: There are. I have  
25 notes all over this. I will have to get

1 Gladstein

2 you -- you will have to get your own  
3 copy but -- it is this portion. It is  
4 just the beginning. That is the Judge's  
5 order.

6 MR. JONES: I don't have this on  
7 me. May I get a copy of this page,  
8 please?

9 MS. KLEIN: You can use that right  
10 now.

11 MR. JONES: I thought you didn't  
12 want me to see your notes.

13 MS. KLEIN: Just use that page. I  
14 will make a copy of it when my secretary  
15 gets back.

16 MR. JONES: I will leave it right  
17 here.

18 Q. I am going to limit the time  
19 period pursuant to the Court order to 2000  
20 and 2005. If you don't mind, I am going to  
21 read from the order and ask you to answer  
22 from there.

23 Did any employee in the history of  
24 Gladstein & Issac sue Gladstein & Isaac for  
25 any reason that has to do with complaints of

1 Gladstein

2 sexual harassment, sexual battery, sexual  
3 coercion or sexual assault either of a  
4 criminal or civil nature made by female  
5 complainant (client, employee or intern) for  
6 the period of 2000 through 2005?

7 A. No.

8 Q. From the period of 2000 to 2005,  
9 did any lawsuit accuse any partner of sexual  
10 harassment/assault of Gladstein & Isaac?

11 A. No.

12 Q. Between the period of 2000 and  
13 2005, was there any lawsuit that named you  
14 personally for sexual harassment or assault?

15 A. No.

16 Q. That is other than Luisa Esposito.  
17 Other than Luisa Esposito?

18 A. I didn't know about that until  
19 sometime in 2006.

20 Q. Between 2000 and 2005, were there  
21 any lawsuits by client other than Luisa  
22 Esposito filed against Gladstein & Isaac?

23 A. No.

24 Q. Between 2000 and 2005, did any  
25 lawsuit name Allen Issac as the offending

1 Gladstein

2 partner other than the Luisa Esposito case?

3 A. No. No suits that I knew.

4 Q. Did employees of Gladstein &  
5 Isaac, as a matter of practice, cover work of  
6 another staff member when the assigned staff  
7 member was sick?

8 A. Yes.

9 MS. KLEIN: Objection to the form.

10 Q. On vacation?

11 A. Yes.

12 Q. Jury duty?

13 A. Yes.

14 Q. Absent for reasons other than the  
15 previous ones that I told you, for any reason  
16 other than sick, on vacation or jury duty?

17 A. I might assign one of the  
18 attorneys to cover another attorney's file if  
19 the attorney was out on trial for a  
20 particular length of time or was out for any  
21 of the reasons you've already stated.

22 Q. How were court appearances  
23 assigned to attorneys?

24 MS. KLEIN: Again, objection, just  
25 to a time period.

1 Gladstein

2 MR. JONES: Why don't we stick  
3 to -- I don't think the court limits me  
4 to this, 2000 to 2005.

5 MS. KLEIN: Essentially all the  
6 policies and practices related to  
7 Gladstein & Isaac, Judge Singh allowed  
8 you to go back to 2000.

9 Q. Okay, 2000.

10 A. Court assignments were made by Mr.  
11 Issac and he also made assignments of which  
12 attorney would handle depositions or other  
13 hearings.

14 Q. How were court appearances  
15 assigned to partners in this case, equity  
16 partners?

17 MS. KLEIN: Again for the relevant  
18 time period.

19 MR. JONES: For the relevant time  
20 period, that would be 2000-2005.

21 A. I never went to court.

22 MS. KLEIN: It was assigned that  
23 way, I never go to court.

24 Q. If you could not make an  
25 appearance or a meeting, who covered for you?



1 Gladstein

2 A. Since I had no appearances  
3 assigned for me, nobody.

4 Q. Or a meeting? If you had a  
5 meeting with a client or a non court  
6 appearance --

7 MS. KLEIN: Objection to the form.  
8 It's too vague.

9 A. If I had an appointment, I would  
10 simply arrange to change the time of the  
11 appointment. Nobody covered anything for me.

12 Q. Mr. Issac never covered anything  
13 for you?

14 A. No.

15 Q. That is between 2000 and 2005?

16 A. He never covered anything for me,  
17 period, at any time.

18 Q. Did you ever cover for Allen Issac  
19 between 2000 and 2005?

20 A. No.

21 Q. At 110 Wall Street, again 2000 to  
22 2005, did you have a lock on your door?

23 A. No.

24 Q. Did anyone in your office have a  
25 lock on their door?

1 Gladstein

2 A. Not to my knowledge. They may  
3 have, but I don't recall any of the lawyers  
4 having a lock on their door. I am not sure  
5 about Mr. Isaac's office, whether he had a  
6 lock or not.

7 Q. Did Allen Issac have a lock on his  
8 door?

9 MS. KLEIN: I believe the witness  
10 just testified.

11 A. I don't recall whether he did or  
12 he didn't.

13 MR. JONES: I want to stop here,  
14 okay?

15 MS. KLEIN: Sure.

16 (A luncheon recess was taken, time  
17 noted 2:18 p.m..)

18 (Afternoon session, time noted  
19 2:35 p.m..)

20 BY MR. JONES:

21 Q. You previously testified prior to  
22 our break that you are not aware whether Mr.  
23 Issac has a lock on his door.

24 You have been in his office  
25 before, right?

1 Gladstein

2 A. Many times.

3 Q. You never noticed whether there  
4 was a lock on his door at that time?

5 A. No. If his door was ever closed I  
6 would basically just knock and walk in.

7 Q. Are you aware of whether Mr. Issac  
8 is married or not?

9 A. Yes, I am aware that he is  
10 married.

11 Q. He is married.

12 Do you know his wife's name?

13 A. Marsha.

14 Q. Does he have any children?

15 A. He has three sons.

16 Q. What are their names?

17 A. Brian, Steven and I think -- I  
18 don't think. I am not sure of the third.

19 Q. Brian is Brian Issac of PPID?

20 A. Yes.

21 Q. And Brian is an attorney?

22 A. He is.

23 Q. And currently.

24 MS. KLEIN: To the extent he  
25 knows.

1 Gladstein

2 Q. To the extent he knows.

3 Brian is an attorney?

4 A. Yes.

5 Q. Do you know, does Issac have a  
6 daughter named Liza?

7 A. He has no daughters as far as I  
8 know.

9 Q. The three sons that you listed as  
10 Mr. Allen's children, they are with his wife,  
11 right?

12 A. As far as I know.

13 Q. Did Erica Zorn ever work for  
14 Gladstein & Isaac?

15 A. I don't remember the last name,  
16 but we had an intern, I believe, by the name  
17 of Erica one summer.

18 Q. That intern, you don't recall her  
19 last name?

20 A. No. I don't.

21 Q. Did that intern, Erica, ever  
22 complain to you or the office manager  
23 regarding Mr. Isaac's inappropriate touching?

24 A. No.

25 MR. HURWIT: Objection to form.

1 Gladstein

2 MR. JONES: That is not your  
3 client, so you can't object.

4 MR. HURWIT: I can object, but --

5 Q. Did Mr. Issac ever have an affair  
6 with anyone in your office?

7 A. Not to my knowledge.

8 Q. Did he have an affair with anyone  
9 outside of the office that you are aware of?

10 A. I certainly have no knowledge of  
11 his outside activities.

12 Q. Did Mr. Issac ever have  
13 prostitutes visit his office?

14 A. Not to my knowledge.

15 Q. Did there ever come a time when  
16 you heard of my client Luisa Esposito?

17 A. The first time I heard her name  
18 was when I, I guess it was the Tuesday, as I  
19 said, after Martin Luther King weekend in  
20 January 2006 when I questioned him about the  
21 phone call he made to me the previous Friday  
22 afternoon.

23 I asked him, "Who is this lady?"  
24 I said, "What is her name?" He said to me  
25 "Esposito." He didn't give me a first name.

1 Gladstein

2 He said, "That's all I am telling you. You  
3 have nothing to do with this. It's none of  
4 your business."

5 And that allowed me to check for  
6 the name among the files and records in the  
7 office and I found nothing under that name.

8 Q. Were you aware that Allen Isaac  
9 sexually abused Miss Esposito in the offices  
10 of Gladstein & Isaac in 2005?

11 MS. KLEIN: Objection to the form  
12 of the question on a million different  
13 bases. It calls for speculation. It  
14 calls for --

15 MR. JONES: He knows or he doesn't  
16 know.

17 MR. HURWIT: Same objection.

18 A. Until I viewed the tape of that,  
19 of a Wednesday night Channel 5 news show,  
20 which would have been sometime in late  
21 January, the first I knew about it, the claim  
22 anyway.

23 Q. Did there ever come a time that  
24 you learned about Allen Isaac sexually  
25 abusing Luisa Esposito at the offices of

1 Gladstein

2 Gladstein & Isaac?

3 MS. KLEIN: Objection again as to  
4 the form.

5 MR. HURWIT: Same objection.

6 A. As I indicated, when I saw the  
7 tape of the Wednesday night segment of the  
8 Channel 5 news which I didn't see until  
9 Thursday evening.

10 Q. I am sorry, you didn't give a  
11 date. Thursday of what --

12 A. It would have been probably the  
13 last Thursday in January, whatever that date  
14 was, is when I saw the tape of the previous  
15 night's show and then I saw the Thursday  
16 night segment on -- I watched Channel 5 news  
17 at 10:00 Thursday night and saw the second  
18 segment.

19 Q. Mr. Allen Issac never told you  
20 about the grievance complaint filed by Luisa  
21 Esposito?

22 A. No, he did not, until, I guess,  
23 that Thursday or, actually, it was Thursday  
24 morning before I saw the show. I had heard  
25 about what had happened because I received a

1 Gladstein

2 call for that night, Wednesday night, after  
3 the show.

4 I spoke to our office manager who  
5 had called my daughter to ask her whether it  
6 would be all right to call me at home about  
7 what she had just seen on Channel 5 news.  
8 I said to my daughter I will call Margie,  
9 which I did, must have been near eleven  
10 o'clock at night that Wednesday night.

11 I called Margie Sanchez, the  
12 office manager, and said to her that "My  
13 daughter just called to say you saw something  
14 about Allen Issac on the 10:00 news.

15 "What did you see?"

16 She told me she saw this segment  
17 on the news about Allen being charged with  
18 sexually harassing some woman.

19 Q. Was that woman Luisa Esposito?

20 A. It turned out when you saw the  
21 tape, it was Miss Esposito or Mrs. Esposito.  
22 Mrs. or Miss, but again, I got her name for  
23 the first time when I went into Mr. Issac on  
24 Thursday morning, but he only gave me her  
25 last name at that time.



1 Gladstein

2 Q. Were you ever contacted by the  
3 Manhattan District Attorney's Office  
4 regarding Allen Issac and Luisa Esposito?

5 A. No.

6 Q. Did any investigator from any  
7 office contact you?

8 A. No. I was contacted by a lady  
9 from the Disciplinary Committee who came in  
10 to speak to me and asked if I would be  
11 willing to testify at the proceedings, and I  
12 told her not unless I was subpoenaed.

13 Q. Was that Naomi Goldstein?

14 A. Could have been. I don't remember  
15 her name. Very nice lady came in, spoke to  
16 me about it, and I said, "If you want me  
17 there, you will have to subpoena me. I won't  
18 go voluntarily."

19 Q. Other than dissolving the  
20 partnership, is there anything you did  
21 regarding the Luisa Esposito case when you  
22 heard about it at Gladstein & Isaac?

23 A. Yes. I called my insurance agent  
24 to make sure I reported what I had learned.

25 Q. And you previously testified you

1 Gladstein  
2 contacted your lawyer also?

3 A. Well, I had contacted my lawyer  
4 first.

5 MS. KLEIN: About the dissolution?

6 THE WITNESS: No, about what  
7 occurred and she is the one that said  
8 "Then you've got to immediately dissolve  
9 the firm," and I followed her advice and  
10 that was when she prepared a letter -- I  
11 said it's probable or possible that  
12 Allen won't agree to dissolve the firm,  
13 so she then prepared this letter for me  
14 to hand to him in the event he refused  
15 to dissolve the firm.

16 Q. Now, you previously testified that  
17 Mr. Isaac removed his furniture out of his  
18 office.

19 The only reason it was removed was  
20 at your behest, is that correct?

21 A. I said to him if you want your  
22 furniture, arrange to get it, otherwise leave  
23 it here. But if you want it, arrange for a  
24 mover to contact the building as to when they  
25 can pick it up.

1 Gladstein

2 Q. Was it, in fact, removed?

3 A. Oh yes.

4 Q. Were you aware that this may have  
5 been a crime scene?

6 A. No.

7 Q. Isn't that an issue?

8 A. I have no idea.

9 Q. Did the Police Department ever  
10 contact you?

11 A. I never heard from the Police  
12 Department. I never heard from the D.A.'s  
13 office.

14 Q. Do you know where the furniture is  
15 now?

16 A. I have no idea where he had it  
17 delivered to.

18 Q. Is your testimony that Mr. Issac  
19 has the office furniture from Gladstein &  
20 Isaac?

21 MS. KLEIN: Objection, that's not  
22 what he testified.

23 A. He has the office furniture from  
24 his office, not Gladstein & Isaac.

25 Q. Yes.

1 Gladstein

2 MS. KLEIN: Not then, when he took  
3 it.

4 A. Yes, when he took it. He arranged  
5 for movers to come in and took everything out  
6 of his office.

7 Q. Did you and Mr. Issac ever go to  
8 each other's homes during --

9 A. Yes, I was at his home prior to  
10 our becoming partners to meet with him to  
11 discuss the possibility of partnership that  
12 would have been in 1966.

13 Q. That would be in Long Island?

14 A. In whatever section he lived in,  
15 Woodmere or North Woodmere.

16 Q. Nassau County, sorry.

17 A. Nassau County.

18 Q. You can't call it long, so he was  
19 living in Woodmere in 1966?

20 A. Yes.

21 Q. That was the only time you went to  
22 his home?

23 A. Yes. I don't think I was ever  
24 there other than that.

25 Q. Did he ever come to your home?

1 Gladstein

2 A. He came to my apartment following  
3 my wife's death during what we call the Shiva  
4 period.

5 Q. I know about that.

6 A. He came to my apartment at that  
7 time. Other than that, he never came to my  
8 apartment.

9 Q. I went to Yeshiva, so I know about  
10 that.

11 So that is the only time he went  
12 to your house?

13 A. Yes.

14 Q. That is the house on Sutton Place?

15 A. Sutton Place South, yes.

16 Q. You have lived in that house how  
17 long, that apartment?

18 A. Since 1988.

19 Q. Prior to 1988, where did you live  
20 at?

21 A. I lived in Brooklyn on East 24th  
22 Street.

23 Q. Was that Flatbush?

24 A. Midwood section, part of Flatbush.

25 Q. Did he ever come to your house in

1 Gladstein

2 Midwood?

3 A. No.

4 Q. Did Allen Issac make inappropriate  
5 conduct with women in your office?

6 A. Not to my knowledge.

7 MS. KLEIN: Objection to the form  
8 of the question.

9 Q. Did he make unwanted sexual  
10 advances with women other than his wife that  
11 you are aware of?

12 A. Not that I am aware of.

13 Q. Was Brian Issac on Gladstein &  
14 Isaac letterhead?

15 MS. KLEIN: Objection just as to  
16 the time frame.

17 A. He actually worked for the firm  
18 for about three years when he was -- shortly  
19 after he was admitted and before he became  
20 partner in this other firm. He worked for  
21 our firm for about three years.

22 Q. Between 2000 and 2005, between  
23 2000 and up to the dissolution of Gladstein &  
24 Isaac, was Brian Issac on Gladstein & Isaac's  
25 letterhead?

1 Gladstein

2 A. I don't believe so. He might have  
3 been listed as Appellate counsel for a short  
4 time, but I am not sure of that. I don't  
5 recall that, because he did do some appeals  
6 work for the office.

7 (Stationary with letterhead of  
8 Gladstein & Isaac was marked as  
9 Plaintiff's Exhibit 9.)

10 Q. By the way, Mr. Gladstein, can you  
11 please identify Plaintiff's 9?

12 A. It is a piece of stationary from  
13 Gladstein & Isaac dated September '05 which  
14 does list Brian J. Issac as counsel.

15 Q. Does that look like the letterhead  
16 of Gladstein & Isaac?

17 A. It does.

18 Q. What does it mean for Brian Issac  
19 to be counsel, I assume, to --

20 A. He did handle Appellate work for  
21 the office, but not in the office. The  
22 matter was referred to him and he handled it,  
23 the appeal out of his office.

24 Q. Was he partner at the time at PPID  
25 which we said was Pollack, Pollack --

1 Gladstein

2 A. I believe he was.

3 Q. Is there any reason why the other  
4 PPID attorneys are not listed on the  
5 letterhead?

6 A. Because none of them did any work  
7 for us at all, and Brian did only some  
8 appeals work for our firm.

9 Q. Who was Frank Cerra?

10 A. Who?

11 Q. Do you know a Frank Cerra?

12 A. This was a Frank that worked for  
13 the office possibly as a calendar clerk for  
14 awhile but not very long if it's the Frank I  
15 am thinking of. I don't know his last name.

16 Q. Is he currently working for  
17 Gladstein --

18 A. Gladstein, Keane and Partners, no.  
19 He was let go long before the Gladstein &  
20 Isaac firm was dissolved. He wasn't really  
21 there very long when he was let go.

22 MR. HURWIT: Do you have a  
23 spelling for the last name?

24 MR. JONES: Yes. F R A N K, last  
25 name C E R R A.



1 Gladstein

2 Q. With that spelling, does that  
3 refresh your recollection?

4 A. No, other than the fact I remember  
5 that we had a Frank who was a calendar clerk  
6 that wasn't with us very long because the job  
7 wasn't being done properly.

8 Q. Are you aware that a Frank Cerra  
9 witnessed Mr. Issac grabbing Miss Esposito's  
10 buttocks at the law office of Gladstein &  
11 Isaac?

12 A. No.

13 Q. Who is Juan Valentine?

14 A. Juan.

15 Q. Help me spell it for the record,  
16 please?

17 A. J U A N, Valentine,  
18 V A L E N T I N E. He was a file clerk for  
19 quite a few years at the firm.

20 Q. How long?

21 A. If I had to guess, five years.

22 Q. When was he last there?

23 A. I don't remember the year, but it  
24 would have been before 2005 that he was -- he  
25 left to take a job as a doorman at a luxury

1 Gladstein

2 condominium building.

3 Q. So, Juan is not currently working  
4 for you?

5 A. No, he is not.

6 Q. Was he working at Gladstein &  
7 Issac at the time of the dissolution of  
8 Gladstein & Issac?

9 A. I don't believe so. He may have  
10 been, but I really don't believe so. I don't  
11 know when he left.

12 Q. Did Juan ever tell you about  
13 inappropriate conduct by Allen Issac?

14 A. No.

15 Q. Did Juan Valentine ever do any  
16 work for Allen Issac during the years he  
17 worked there?

18 A. Probably brought in files, which  
19 was his job.

20 Q. You previously testified that you  
21 were subpoenaed for the Departmental  
22 Disciplinary Committee to testify at the case  
23 of Allen Issac?

24 A. That's correct.

25 Q. How long did you testify for?

1 Gladstein

2 Half a day, day, quarter of a day?

3 A. Probably a half hour.

4 (Transcript of Department  
5 Disciplinary Hearing was marked as  
6 Plaintiff's Exhibit 10.)

7 MS. KLEIN: What is this?

8 MR. JONES: The transcript of the  
9 Departmental Disciplinary Hearing.

10 MS. KLEIN: Transcript of what, of  
11 the whole proceeding?

12 MR. JONES: Of Mr. Gladstein's  
13 testimony along with Judge Davis.

14 MS. KLEIN: Where does this come  
15 from?

16 MR. JONES: The DDC.

17 MS. KLEIN: You got this from the  
18 DDC?

19 MR. JONES: Yes. That is public.

20 MR. HURWIT: That is the  
21 transcript of -- give me the date and  
22 the page numbers.

23 MR. JONES: Tuesday March 8, 2008.

24 Q. Mr. Gladstein, when you testified  
25 at the Departmental Disciplinary Hearing in

1 Gladstein

2 the case of Allen Issac, or in the matter of  
3 Allen H. Issac, was there a court reporter  
4 present?

5 A. I believe so.

6 Q. As far as you know, a transcript  
7 was taken of your testimony?

8 A. Yes.

9 Q. I asked you before approximately  
10 how long you had spoken. Do you want to  
11 refresh your recollection?

12 A. It might have been more like an  
13 hour rather than a half hour, but I know that  
14 I got a little emotional with regard to  
15 emotional matters, or I got a little  
16 emotional at one point when I felt Mr.  
17 Isaac's attorney was going beyond where he  
18 should.

19 Q. Just take a look at -- could you  
20 just identify that, please?

21 MS. KLEIN: Did you ever review  
22 the transcript after --

23 THE WITNESS: No.

24 MS. KLEIN: Have you ever been  
25 asked to do an errata sheet?

1 Gladstein

2 THE WITNESS: No, I have never  
3 seen it.

4 MS. KLEIN: Just note on the  
5 record the witness doesn't have any  
6 first hand knowledge of what this is.

7 Q. And you were under oath the day of  
8 the --

9 A. Yes.

10 Q. You have never seen the transcript  
11 before?

12 A. I have never seen the transcript  
13 before, to my recollection.

14 Q. I am sorry, Mr. Gladstein, but  
15 were you represented by counsel at the --

16 A. No.

17 Q. You came pursuant to a subpoena,  
18 right?

19 A. Pursuant to a subpoena, yes.

20 Q. Did Mr. Issac ever use personal  
21 stationary in your office at Gladstein &  
22 Isaac?

23 MS. KLEIN: Just to this witness'  
24 knowledge.

25 Q. Yes, to your knowledge?

1 Gladstein

2 A. Not with my knowledge, no.

3 Q. Isn't there at some point that you  
4 authorized Miss Ileana Filemeno to help Mr.  
5 Issac change his personal letterhead?

6 A. No.

7 Q. Did you ever see a police report  
8 regarding the Allen Issac and Miss Luisa  
9 Esposito case?

10 A. No, unless it was shown to me at  
11 the hearing, but I don't recall it.

12 Q. Did anyone call you from the  
13 Police Department regarding Allen Issac and  
14 Luisa Esposito?

15 A. No.

16 Q. Did a Detective Robert Arbuiso  
17 from the Manhattan Special Victims Squad ever  
18 contact you regarding Allen Issac and Luisa  
19 Esposito?

20 A. No.

21 Q. Did Lisa Frio, an Assistant  
22 District Attorney, ever contact you?

23 A. No.

24 Q. Did anyone from the New York  
25 District Attorney's Office contact anyone at

1 Gladstein

2 your office, that is Gladstein & Issac,  
3 regarding the Luisa Esposito and Allen Issac  
4 matter?

5 MS. KLEIN: Objection to the form.

6 A. Not to my knowledge.

7 Q. Did Robert Arbuiso contact anyone  
8 at Gladstein & Isaac other than yourself?

9 MS. KLEIN: Objection.

10 A. He never contacted me and I never  
11 heard of him before, and I don't know of his  
12 ever contacting anybody.

13 Q. Did you ever report Allen Issac to  
14 the police regarding Luisa Esposito?

15 A. Did I?

16 Q. Yes.

17 A. No, I did not.

18 Q. That is upon hearing about --

19 A. No, I did not.

20 MR. JONES: I want to take a break  
21 for a few minutes. I want to talk to  
22 Luisa.

23 (A recess was taken.)

24 Q. Regarding Mr. Allen Isaac's  
25 disciplinary hearing, do you know what

1 Gladstein

2 happened as a result of Mr. Isaac coming  
3 before the Departmental Disciplinary  
4 Committee?

5 MS. KLEIN: Whether he has first  
6 hand knowledge of anything?

7 MR. JONES: Whatever, I --

8 A. I read about it in the Law  
9 Journal.

10 Q. What exactly happened to Mr.  
11 Issac, if you know?

12 A. From what I read in the Law  
13 Journal, my recollection is that his license  
14 was suspended for 6 months.

15 MS. KLEIN: Counsel, do you have  
16 the rest of plaintiffs 9? This is  
17 actually an incomplete document, I  
18 realize.

19 MR. JONES: That is all I have.

20 MS. KLEIN: Just to note on the  
21 record, where we have Plaintiff's 9, I  
22 just realized this is an incomplete  
23 document and we object to it, just to  
24 the extent it is not complete.

25 MR. JONES: That is fine. We just



1 Gladstein

2 wanted to identify the letterhead.

3 MS. KLEIN: That is a fax cover  
4 sheet.

5 MR. JONES: He said it was his fax  
6 letterhead. That is how his letterhead  
7 looked.

8 MS. ESPOSITO: Yes, this may have  
9 been when Issac was asking me for the  
10 graphic sex list. That may be part of  
11 that.

12 Q. While your attorney is going  
13 through that document, a quick question, are  
14 you aware that Mr. Isaac called Miss Esposito  
15 from the office phone?

16 A. No.

17 MS. KLEIN: Counsel, this appears  
18 to be two documents.

19 MR. JONES: That's actually how  
20 they gave it to me. It is the Official  
21 Suspension Order from the Grievance  
22 Committee. That's how they gave it to  
23 me.

24 MS. KLEIN: There is nothing here  
25 to indicate that these are continuous or

1 Gladstein

2 part of one document.

3 The numbers stop and start, so I  
4 would suggest that they be marked as two  
5 separate documents.

6 MR. JONES: Not that you are  
7 wrong, this is how they gave it to me.

8 MS. KLEIN: I don't know how they  
9 gave it to you. This witness can't  
10 testify as to how they gave it to you.

11 MR. JONES: I just want to know --  
12 I wanted the official one versus the  
13 ones just put in from the computer.

14 MS. KLEIN: You can just ask him  
15 right now whether he's read the  
16 opinions. Then that is the end of it,  
17 if he has or hasn't.

18 MR. JONES: All right, I will do  
19 what you said and make two separate  
20 exhibits. I would rather call it 11 and  
21 11-A, if that's fine.

22 MS. KLEIN: That's fine. I just  
23 want to establish that this witness has  
24 no knowledge about them.

25 MR. HURWIT: May I see them?

1 Gladstein

2 MR. JONES: You didn't see them?

3 MR. HURWIT: No, but she made a  
4 good point that they appear to be two  
5 separate documents.

6 (Official Suspension Order from  
7 the Grievance Committee were marked as  
8 Plaintiffs 11 and 11-A.)

9 Q. Mr. Gladstein, have you ever seen  
10 a copy of the Disciplinary Decision for Allen  
11 Issac?

12 A. No.

13 Q. I present this to you for  
14 identification, can you --

15 MS. KLEIN: Objection. He can't  
16 identify it if he doesn't know it. Are  
17 you asking if he's ever seen that  
18 document before?

19 Q. Have you ever seen that document  
20 before?

21 MR. HURWIT: What are you handing  
22 him?

23 MR. JONES: 11 and 11-A, I am  
24 sorry.

25 MS. KLEIN: Have you ever seen

1 Gladstein

2 11-A?

3 A. This is 11-A. I have never seen  
4 that. I never saw the Appellate Division  
5 decision. As I said, I read about it in the  
6 Law Journal what the decision was, but I  
7 never read the entire decision.

8 Q. You never read the entire decision  
9 of Allen Issac, your partner of 39 and a half  
10 years?

11 MS. KLEIN: He wasn't his partner  
12 at the time.

13 MR. JONES: They were partners 39  
14 and a half years.

15 Q. It didn't interest you what the  
16 result that caused the breakup of your  
17 partnership?

18 A. I read the short article in the  
19 Law Journal that told me what they eventually  
20 decided to do, and I had my own thoughts  
21 about what they did, but I never read the  
22 full decision.

23 Q. What were your thoughts about when  
24 you read about Mr. Issac's Departmental  
25 Disciplinary Committee?

1 Gladstein

2 A. I thought it was very limited with  
3 regard to what they did about suspension for  
4 six months if, in fact, he did everything  
5 that he was -- what is claimed that he did.

6 Q. What did you say that you saw in  
7 the Grievance Committee Decision?

8 A. I never saw the Grievance  
9 Committee's Decision.

10 Q. When you dissolved Gladstein &  
11 Isaac, how is the defendant, Gladstein &  
12 Isaac, can they be held liable to Miss  
13 Esposito if they don't exist?

14 MS. KLEIN: Objection. You can't  
15 ask him a legal question.

16 MR. JONES: Of course I can. He  
17 is a fifty year lawyer.

18 MS. KLEIN: You cannot. He is not  
19 testifying in a legal capacity here.

20 MR. JONES: Of course I can, this  
21 is what he does for a living.

22 MS. KLEIN: Absolutely not. I  
23 won't allow him to testify. How can  
24 Gladstein & Issac be held liable?

25 MR. JONES: That is not my

1 Gladstein

2 question.

3 MS. KLEIN: What is your question?

4 Q. You dissolved Gladstein & Isaac,  
5 right?

6 A. Correct.

7 Q. In 2006.

8 There is a potential liability  
9 that is on the horizon regarding Miss  
10 Esposito?

11 A. Right.

12 Q. There is no entity now called  
13 Gladstein & Issac?

14 A. Correct.

15 Q. So, what does the plaintiff have  
16 to go after regarding Gladstein & Issac?

17 MS. KLEIN: Objection. I am not  
18 going to let him answer that.

19 MR. JONES: Of course --

20 MS. KLEIN: You are calling for a  
21 legal opinion.

22 MR. JONES: No, that is not a  
23 legal opinion. First of all, he is a 50  
24 year lawyer.

25 MS. KLEIN: It doesn't matter.

1 Gladstein

2 MR. JONES: Oh, yeah? If you  
3 can't ask a lawyer who is practicing law  
4 for 50 years.

5 MS. KLEIN: You can ask him  
6 anything you want about the factual  
7 allegations that are in the complaint.

8 MR. JONES: The issue is we have a  
9 defendant that doesn't exist any more.

10 MS. KLEIN: And you will have to  
11 do some legal research on what, if  
12 anything, you can do with that.

13 MR. JONES: We are obligated to  
14 know what we can get from this entity  
15 right now.

16 MS. KLEIN: Right, you will have  
17 to read the statute.

18 MR. JONES: All right. I want to  
19 stop for the day and come back tomorrow.

20 MS. KLEIN: 10:00?

21 THE COURT: Yes.

22 (Time noted 4:03 p.m.)

23 (Transcript was continued on  
24 the next page for the signature of the  
25 witness, Mr. Harvey Gladstein.)

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

-----  
Harvey Gladstein

Subscribed and sworn to  
before me this \_\_\_\_ day  
of \_\_\_\_\_, 2012.

-----  
Notary Public



1		
2	I N D E X	
3	EXHIBITS	
4	PLAINTIFF'S	PAGE
5	1 - Action against Philadelphia	16
6	Indemnity Company.	
7	2 - 9 page letter dated April	23
8	15, 2011 to Mr. Harvey Gladstein	
9	from Traveler's Insurance Company.	
10	3 - 8 page letter dated October	23
11	26, 2011 to Mr. Harvey Gladstein	
12	from Traveler's Insurance Company	
13	(Missing the signature page.)	
14	4 - Summons and Verified Complaint	38
15	for index number 109446/2006.	
16	5 - Verified answer and cross	41
17	claim for Index number 109446/2006.	
18	6 - Amended verified answer	41
19	and cross claim for Index number	
20	109446/2006.	
21	7 - Allen Isaac's answer to	88
22	Esposito lawsuit.	
23	8 - Answer by Defendants Arthur	92
24	Pollack, Pollack, Pollack, Issac	
25	& DeCicco, Conrad Pollack, Pollack,	
	Pollack, Issac & DeCicco, LLP,	
	Brian J. Issac, Pollack, Pollack,	
	Issac & DeCicco, LLP and Pollack,	
	Pollack, Issac & DeCicco, LLP.	
	9 - Stationary with letterhead	144
	of Gladstein & Isaac.	
	10- Transcript of Department	147
	Disciplinary Hearing.	
	11-11A- Official Suspension Order	155
	from the Grievance Committee.	

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

REQUESTS	PAGE
1. Partnership agreement of Gladstein & Isaac.	35
2. Termination letter given to Allen Isaac.	49
3. Employee handbook of Gladstein & Issac.	60

CERTIFICATION

I, Elizabeth W. Cruz, Certified  
Shorthand Reporter and Notary Public for and  
within the State of New York, do hereby  
certify:

That the witness whose testimony as  
herein set forth, was duly sworn by me; and  
that the within transcript is a true record  
of the testimony given by said witness.

I further certify that I am not related  
to any of the parties to this action by blood  
or marriage, and that I am in no way  
interested in the outcome of this matter.

IN WITNESS WHEREOF, I have hereunto set  
my hand this 25th day of November, 2012.

-----  
Elizabeth W. Cruz

## ERRATA SHEET

VERITEXT/NEW YORK REPORTING, LLC

CASE NAME: Luisa Esposito v Allen Isaac et al

DATE OF DEPOSITION: November 19, 2012

WITNESS' NAME: Harvey Gladstein

PAGE/LINE(S) /	CHANGE	REASON
6		
7		
8		
9		
10		
11		
12		
13		
14		
15		
16		
17		
18		
19		
20		

6		
7		
8		
9		
10		
11		
12		
13		
14		
15		
16		
17		
18		
19		
20		

\_\_\_\_\_  
Harvey Gladstein

SUBSCRIBED AND SWORN TO  
BEFORE ME THIS \_\_\_\_\_ DAY  
OF \_\_\_\_\_, 2012.

\_\_\_\_\_  
NOTARY PUBLIC

MY COMMISSION EXPIRES \_\_\_\_\_

&	142:23,24 143:8,13 143:16 144:19 145:10 146:6,8 149:21 151:2,8 157:10,11,24 158:4 158:13,16 161:18 161:18,19,20,21 162:3,7	127 29:8,10 13th 81:20 144 161:21 147 161:22 15 21:25 24:22 25:9 161:6 155 161:24 16 6:10 39:8 42:24 113:24 161:4 19 1:16 30:10 44:19 46:23 54:3,21 164:4 1927 6:10 1949 6:16 1953 6:22 1957 6:22 7:4 1965 10:2,4,7 1966 11:9 27:15 28:2,20 30:12,13 31:10 45:19,20 46:9 140:12,19 1971 28:25 29:2,13 29:14 1979 29:18 1988 141:18,19 1n660-1444c049 26:10 1n660-4026b218 25:20	42:24,25 64:11 79:21 83:22 85:5,14 89:18 90:9 101:18 113:14,19,24 114:4 114:8 124:12 125:20 126:6,8,13 126:20,24 128:4 129:15,19,22 134:10 142:22 145:24 2006 23:21 29:24,25 31:4,10 41:23 44:19 47:12 48:9 70:18,20 70:22 81:22 126:19 133:20 158:7 2006-2007 23:12 26:19 2007 7:21 23:21 2008 147:23 2009 60:5,16 2011 22:2,6 24:22 24:24 25:7,9 54:4 161:6,8 2012 1:16 54:21 160:5 163:17 164:4 164:23 221 3:7 23 161:6,8 23rd 2:12 24th 141:21 25 52:24 79:8 250 1:22 2:18 25th 163:17 26 22:5 24:24 25:4,7 52:24 161:8 2982/03 85:12,20 90:2,4,17 2:18 130:17 2:35 130:19
& 1:7,8,9,10,11,12 1:13,13,21 2:10,16 11:14,24 18:18 24:25 26:5,5,19 27:15 28:21 31:4,6 31:17 32:4,16,19 33:5 34:4,12,24 35:8,11,18 36:19 37:8,13,23 38:5 39:12 41:9,12 43:5 47:4 48:18,23 49:5 49:17 53:11,18 54:6 54:14,22 55:2,5,8 55:16 56:8,11,17 57:8,15,19 58:6,7 58:12 59:7,16 64:5 65:9 67:13 68:4,8 68:17 69:10,13 71:3 71:5,7 72:3 73:7,14 74:14 76:22 79:2,14 79:18 84:6 85:5,14 86:24 88:19 89:2,18 90:10,22 91:14,16 91:17,19 92:12,24 97:18,21 98:8,25 99:10 100:4,18 101:23 102:8,21 103:5,10,19,23 105:2,5 106:15 107:14,21,22 108:3 108:6,10,23 109:5 109:20 110:2,16 111:2 112:6,19 113:9,10,14 114:7 114:18 115:4 118:9 119:9,23 120:9,18 120:23 121:6,18 123:2,5,18,18 125:24,24 126:10 126:22 127:4 128:7 132:14 134:10 135:2 137:22 139:19,24 142:13	0 04 26:2 05 42:24 143:13 06 38:12 1 1 14:7 15:4,7 18:6 18:16 25:21 29:25 161:4 162:3 1-31-06 26:16 1-31-07 26:16 1-31-2006 26:10 1-31-2007 26:11 10 12:13 21:24 25:12 26:3,17,24 27:7 104:17,23 147:6 161:22 10004 2:13 10022 5:4 10177 1:22 2:19 1040 37:19 109446/06 1:6 109446/2006 40:18 40:21 161:11,12,14 10:00 135:17 136:14 159:20 10:10 1:17 11 27:8 154:20,21 155:8,8,23,23 156:2 156:3 11-11a 161:24 110 29:17,21 57:20 123:3 129:21 11412 2:7 12-31-2004 26:2 12-31-2005 26:3	2 2 22:4,10 24:19 25:9 41:23 161:6 162:5 20 60:5 200-15 2:6 2000 64:10 124:12 125:19 126:6,8,12 126:20,24 128:4,8,9 129:15,19,21 142:22,23 2000-2005 128:20 2001 79:17 2004 23:20 25:20 2004-2005 23:11 2005 7:15 23:20 25:21 39:7,8,8	3 3 22:8 25:6 161:8 162:7 31 25:20,21

<b>3116</b> 3:23 <b>33</b> 39:4,15 42:12,17 42:18,23 43:22 44:21,24 <b>34</b> 84:14,22 85:4,23 86:20 88:17,25 89:9 89:13,15 90:7 92:3 92:5,9 93:12,14 <b>3441y432</b> 26:16 <b>35</b> 84:15,22 85:13 85:24 86:21 88:17 88:25 90:8,19,21 92:4,10 162:3 <b>38</b> 161:10 <b>39</b> 32:15,19 33:5 37:8 73:4 79:2 156:9,13	<b>6</b> <b>6</b> 40:22,25 43:23,24 85:22 86:18 152:14 161:13 <b>60</b> 162:7	<b>accounts</b> 57:15 <b>accurate</b> 19:16 93:25 95:13 <b>accuse</b> 126:9 <b>acrimonious</b> 72:24 73:2 <b>acrimony</b> 73:5 <b>acronym</b> 111:25 <b>acting</b> 98:21 <b>action</b> 3:16 13:21 15:5,17 17:14 18:20 19:6 20:24 23:10 37:22 38:4 95:2 100:14 161:4 163:13 <b>actions</b> 62:20,25 78:7 <b>activities</b> 62:20 133:11 <b>acts</b> 16:8,11,14,15 <b>add</b> 31:23 <b>added</b> 122:12 <b>addition</b> 3:11 45:3 50:17 60:4 101:6 119:17 121:3 <b>additional</b> 94:22 121:4 <b>address</b> 18:15 24:18 28:24 29:9 <b>addressed</b> 14:12 18:18 23:2 24:19,20 24:24 61:3 64:16,25 65:6 <b>administration</b> 112:9,13,23 117:13 <b>administrative</b> 9:13 35:14 <b>admissibility</b> 14:19 <b>admit</b> 40:10 92:11 <b>admits</b> 89:14 90:5,6 90:18,22 93:13 <b>admitted</b> 7:3,5,7,9 142:19 <b>advance</b> 37:2	<b>advances</b> 142:10 <b>advice</b> 138:9 <b>advised</b> 50:23 <b>affair</b> 75:16,22 82:9 82:24 133:5,8 <b>affairs</b> 35:11 <b>affiliated</b> 104:13 <b>affirmed</b> 16:25 <b>afternoon</b> 47:14 130:18 133:22 <b>agent</b> 137:23 <b>ages</b> 8:6 <b>ago</b> 46:25 65:4 77:5 122:10,17 <b>agree</b> 19:23,24 116:6 138:12 <b>agreed</b> 36:25 50:14 99:23 100:14 108:17 <b>agreement</b> 33:7,9,10 33:15 34:4,13,18 56:12,14 57:7 71:17 71:21,25 108:12 162:3 <b>agrees</b> 19:19 <b>ahead</b> 94:11 <b>al</b> 37:23 85:10,18 89:23 90:14 164:3 <b>albans</b> 2:7 <b>allegation</b> 89:14 90:6 92:10 93:13 <b>allegations</b> 42:16 44:23 86:19,21 88:17 90:20 95:3 159:7 <b>alleged</b> 88:18 98:13 <b>alleging</b> 92:21 <b>allen</b> 1:7 2:11 10:25 23:16 26:6 30:15 31:7,13 32:14 36:4 37:12,22 38:5 39:11 43:3 45:8,19 46:19 48:5,9,22 49:4,16 52:4 56:7 66:14,17 66:25 67:16 68:12
<b>4</b> <b>4</b> 37:24 39:5,6 42:22 84:13 161:10 <b>401</b> 28:22 29:4 121:25 122:6,11 <b>41</b> 161:12,13 <b>45</b> 5:3 <b>450,000</b> 99:14 <b>49</b> 162:5 <b>4:03</b> 159:22	<b>7</b> <b>7</b> 65:4 87:8,10 88:7 161:15 <b>71</b> 29:2 <b>72</b> 29:2	<b>8</b> <b>8</b> 22:5 39:7,8 42:24 42:24 65:4 91:20,22 94:4 113:14,18 114:4 147:23 161:8 161:17 <b>8,000</b> 101:4,8,20 <b>88</b> 161:15	<b>advances</b> 142:10 <b>advice</b> 138:9 <b>advised</b> 50:23 <b>affair</b> 75:16,22 82:9 82:24 133:5,8 <b>affairs</b> 35:11 <b>affiliated</b> 104:13 <b>affirmed</b> 16:25 <b>afternoon</b> 47:14 130:18 133:22 <b>agent</b> 137:23 <b>ages</b> 8:6 <b>ago</b> 46:25 65:4 77:5 122:10,17 <b>agree</b> 19:23,24 116:6 138:12 <b>agreed</b> 36:25 50:14 99:23 100:14 108:17 <b>agreement</b> 33:7,9,10 33:15 34:4,13,18 56:12,14 57:7 71:17 71:21,25 108:12 162:3 <b>agrees</b> 19:19 <b>ahead</b> 94:11 <b>al</b> 37:23 85:10,18 89:23 90:14 164:3 <b>albans</b> 2:7 <b>allegation</b> 89:14 90:6 92:10 93:13 <b>allegations</b> 42:16 44:23 86:19,21 88:17 90:20 95:3 159:7 <b>alleged</b> 88:18 98:13 <b>alleging</b> 92:21 <b>allen</b> 1:7 2:11 10:25 23:16 26:6 30:15 31:7,13 32:14 36:4 37:12,22 38:5 39:11 43:3 45:8,19 46:19 48:5,9,22 49:4,16 52:4 56:7 66:14,17 66:25 67:16 68:12
<b>4</b> <b>4</b> 37:24 39:5,6 42:22 84:13 161:10 <b>401</b> 28:22 29:4 121:25 122:6,11 <b>41</b> 161:12,13 <b>45</b> 5:3 <b>450,000</b> 99:14 <b>49</b> 162:5 <b>4:03</b> 159:22	<b>9</b> <b>9</b> 21:25 143:9,11 152:16,21 161:6,21 <b>90</b> 2:12 12:13 104:22 <b>92</b> 161:17	<b>9</b> <b>9</b> 21:25 143:9,11 152:16,21 161:6,21 <b>90</b> 2:12 12:13 104:22 <b>92</b> 161:17	<b>advances</b> 142:10 <b>advice</b> 138:9 <b>advised</b> 50:23 <b>affair</b> 75:16,22 82:9 82:24 133:5,8 <b>affairs</b> 35:11 <b>affiliated</b> 104:13 <b>affirmed</b> 16:25 <b>afternoon</b> 47:14 130:18 133:22 <b>agent</b> 137:23 <b>ages</b> 8:6 <b>ago</b> 46:25 65:4 77:5 122:10,17 <b>agree</b> 19:23,24 116:6 138:12 <b>agreed</b> 36:25 50:14 99:23 100:14 108:17 <b>agreement</b> 33:7,9,10 33:15 34:4,13,18 56:12,14 57:7 71:17 71:21,25 108:12 162:3 <b>agrees</b> 19:19 <b>ahead</b> 94:11 <b>al</b> 37:23 85:10,18 89:23 90:14 164:3 <b>albans</b> 2:7 <b>allegation</b> 89:14 90:6 92:10 93:13 <b>allegations</b> 42:16 44:23 86:19,21 88:17 90:20 95:3 159:7 <b>alleged</b> 88:18 98:13 <b>alleging</b> 92:21 <b>allen</b> 1:7 2:11 10:25 23:16 26:6 30:15 31:7,13 32:14 36:4 37:12,22 38:5 39:11 43:3 45:8,19 46:19 48:5,9,22 49:4,16 52:4 56:7 66:14,17 66:25 67:16 68:12
<b>4</b> <b>4</b> 37:24 39:5,6 42:22 84:13 161:10 <b>401</b> 28:22 29:4 121:25 122:6,11 <b>41</b> 161:12,13 <b>45</b> 5:3 <b>450,000</b> 99:14 <b>49</b> 162:5 <b>4:03</b> 159:22	<b>a</b> <b>a.m.</b> 1:17 <b>abandoned</b> 77:21 <b>able</b> 33:17 <b>aborted</b> 46:24 <b>absent</b> 127:14 <b>absolutely</b> 47:9 73:23 83:25 84:10 87:2 91:5,8 157:22 <b>abused</b> 134:9 <b>abusing</b> 134:25 <b>accept</b> 93:18,20 99:23 104:11 122:24 123:9 <b>accepted</b> 71:8 123:7 123:12,13 <b>access</b> 84:3 <b>accident</b> 106:5	<b>a</b> <b>a.m.</b> 1:17 <b>abandoned</b> 77:21 <b>able</b> 33:17 <b>aborted</b> 46:24 <b>absent</b> 127:14 <b>absolutely</b> 47:9 73:23 83:25 84:10 87:2 91:5,8 157:22 <b>abused</b> 134:9 <b>abusing</b> 134:25 <b>accept</b> 93:18,20 99:23 104:11 122:24 123:9 <b>accepted</b> 71:8 123:7 123:12,13 <b>access</b> 84:3 <b>accident</b> 106:5	<b>advances</b> 142:10 <b>advice</b> 138:9 <b>advised</b> 50:23 <b>affair</b> 75:16,22 82:9 82:24 133:5,8 <b>affairs</b> 35:11 <b>affiliated</b> 104:13 <b>affirmed</b> 16:25 <b>afternoon</b> 47:14 130:18 133:22 <b>agent</b> 137:23 <b>ages</b> 8:6 <b>ago</b> 46:25 65:4 77:5 122:10,17 <b>agree</b> 19:23,24 116:6 138:12 <b>agreed</b> 36:25 50:14 99:23 100:14 108:17 <b>agreement</b> 33:7,9,10 33:15 34:4,13,18 56:12,14 57:7 71:17 71:21,25 108:12 162:3 <b>agrees</b> 19:19 <b>ahead</b> 94:11 <b>al</b> 37:23 85:10,18 89:23 90:14 164:3 <b>albans</b> 2:7 <b>allegation</b> 89:14 90:6 92:10 93:13 <b>allegations</b> 42:16 44:23 86:19,21 88:17 90:20 95:3 159:7 <b>alleged</b> 88:18 98:13 <b>alleging</b> 92:21 <b>allen</b> 1:7 2:11 10:25 23:16 26:6 30:15 31:7,13 32:14 36:4 37:12,22 38:5 39:11 43:3 45:8,19 46:19 48:5,9,22 49:4,16 52:4 56:7 66:14,17 66:25 67:16 68:12
<b>4</b> <b>4</b> 37:24 39:5,6 42:22 84:13 161:10 <b>401</b> 28:22 29:4 121:25 122:6,11 <b>41</b> 161:12,13 <b>45</b> 5:3 <b>450,000</b> 99:14 <b>49</b> 162:5 <b>4:03</b> 159:22	<b>5</b> <b>5</b> 17:25 18:3,5,16 40:16,19,25 41:2,3 49:18 51:21,23 52:9 52:19,22,25 80:4 82:3 85:22 114:10 134:19 135:8,16 136:7 161:12 <b>50</b> 35:3 158:23 159:4 <b>50,000</b> 70:25 99:4 99:11 101:6,19 <b>50/50</b> 36:3 <b>56</b> 8:7 <b>58</b> 8:7	<b>5</b> <b>5</b> 17:25 18:3,5,16 40:16,19,25 41:2,3 49:18 51:21,23 52:9 52:19,22,25 80:4 82:3 85:22 114:10 134:19 135:8,16 136:7 161:12 <b>50</b> 35:3 158:23 159:4 <b>50,000</b> 70:25 99:4 99:11 101:6,19 <b>50/50</b> 36:3 <b>56</b> 8:7 <b>58</b> 8:7	<b>advances</b> 142:10 <b>advice</b> 138:9 <b>advised</b> 50:23 <b>affair</b> 75:16,22 82:9 82:24 133:5,8 <b>affairs</b> 35:11 <b>affiliated</b> 104:13 <b>affirmed</b> 16:25 <b>afternoon</b> 47:14 130:18 133:22 <b>agent</b> 137:23 <b>ages</b> 8:6 <b>ago</b> 46:25 65:4 77:5 122:10,17 <b>agree</b> 19:23,24 116:6 138:12 <b>agreed</b> 36:25 50:14 99:23 100:14 108:17 <b>agreement</b> 33:7,9,10 33:15 34:4,13,18 56:12,14 57:7 71:17 71:21,25 108:12 162:3 <b>agrees</b> 19:19 <b>ahead</b> 94:11 <b>al</b> 37:23 85:10,18 89:23 90:14 164:3 <b>albans</b> 2:7 <b>allegation</b> 89:14 90:6 92:10 93:13 <b>allegations</b> 42:16 44:23 86:19,21 88:17 90:20 95:3 159:7 <b>alleged</b> 88:18 98:13 <b>alleging</b> 92:21 <b>allen</b> 1:7 2:11 10:25 23:16 26:6 30:15 31:7,13 32:14 36:4 37:12,22 38:5 39:11 43:3 45:8,19 46:19 48:5,9,22 49:4,16 52:4 56:7 66:14,17 66:25 67:16 68:12

68:14 69:15,17 72:4 72:7,15,23 73:6 74:21 75:14 76:8,15 77:24 78:23 79:24 87:9 88:8,9 89:14 90:5 91:4 95:23 96:9,25 97:4 98:6 99:2 102:4,15,19,24 103:4,9,13,14 105:15 106:19 107:3,15 109:14,16 115:7 126:25 129:18 130:7 134:8 134:24 135:19 136:14,17 137:4 138:12 142:4 146:13,16,23 148:2 148:3 150:8,13,18 151:3,13,24 155:10 156:9 161:15 162:5 164:3 <b>allen's</b> 132:10 <b>allow</b> 17:3 23:25 86:2 88:4 157:23 <b>allowed</b> 48:16 87:15 128:7 134:5 <b>allowing</b> 124:2 <b>amended</b> 40:20 43:25 44:5,10,22 45:6,12,16 86:14 161:13 <b>american</b> 100:19 101:20 <b>amoroso</b> 85:10,18 89:23 90:14 91:2 <b>amount</b> 25:21 26:3 26:11,17 36:24 37:3 37:7 70:23 <b>andrew</b> 2:8 5:11 <b>angry</b> 98:21 <b>annexed</b> 80:23 <b>announcement</b> 53:21 <b>annually</b> 117:17	<b>answer</b> 5:23 16:23 38:25 39:14,25 40:4 40:8,13,17,20 41:5 41:7 42:11 43:7,13 43:25 44:5,7,10,17 44:20,22,25 45:16 46:12 48:14 52:15 73:9 85:21 86:5,13 86:15 87:7,9,16 88:7,10,13,15,21,24 89:11,12,13 90:5,19 91:13,22 92:19,20 92:22 108:21 113:23,25 123:24 125:21 158:18 161:12,13,15,17 <b>answered</b> 64:11 85:23 111:6 116:5 <b>answers</b> 5:18 91:3 <b>anthony</b> 66:8 <b>anticipating</b> 47:23 52:20 <b>anybody</b> 78:9 151:12 <b>anyway</b> 14:16 134:22 <b>apartment</b> 141:2,6,8 141:17 <b>apparently</b> 20:19 23:19 80:15,25 <b>appeal</b> 143:23 <b>appeals</b> 17:4 143:5 144:8 <b>appear</b> 155:4 <b>appearance</b> 128:25 129:6 <b>appearances</b> 2:2 127:22 128:14 129:2 <b>appears</b> 14:17 153:17 <b>appellate</b> 17:2,2 143:3,20 156:4 <b>applicable</b> 17:8 20:22 23:7 27:9	<b>appointment</b> 129:9 129:11 <b>approached</b> 10:25 <b>appropriate</b> 37:3,4 87:4 106:8 110:23 111:10 <b>approximate</b> 12:11 <b>approximately</b> 29:13 70:8 77:2 148:9 <b>april</b> 21:25 24:22 25:9 161:6 <b>arbuiso</b> 150:16 151:7 <b>area</b> 101:5 <b>areas</b> 10:6,15 11:25 103:22 <b>argument</b> 73:16 <b>arrange</b> 69:24 129:10 138:22,23 <b>arranged</b> 56:25 140:4 <b>arranging</b> 55:9 <b>arrow</b> 25:15 <b>arthur</b> 1:9 45:9 91:13,22 161:17 <b>article</b> 156:18 <b>aside</b> 75:24 99:25 <b>asked</b> 11:5 39:2 47:20 50:9 68:10 82:14 83:7 97:16,17 100:9,13 122:24 133:23 137:10 148:9,25 <b>asking</b> 5:13 23:4 40:3,12 42:15 44:15 64:4 86:6 92:16 93:18,20,24 94:3,4 95:12 115:24 124:11 153:9 155:17 <b>asks</b> 82:16 <b>assault</b> 64:9 126:3 126:10,14	<b>assaulted</b> 98:7 <b>assets</b> 57:14 69:10 69:13 70:20 100:5,6 <b>assign</b> 118:13,14,19 118:23 127:17 <b>assigned</b> 34:20 39:22 57:19,25 119:2,8,12,14,18 127:6,23 128:15,22 129:3 <b>assignment</b> 30:2 <b>assignments</b> 128:10 128:11 <b>assistant</b> 150:21 <b>associated</b> 68:12 <b>association</b> 81:14 <b>assume</b> 5:25 33:11 54:23 86:7 108:25 143:19 <b>assumed</b> 77:21 <b>assuming</b> 56:5 108:15 116:2 <b>attack</b> 75:25 <b>attended</b> 46:14,14 <b>attorney</b> 4:5 5:11 6:12 11:17,19 15:12 35:7,14 44:11 47:23 50:6,18,22 52:16 60:16 65:14 73:19 73:22,25 74:6,9 104:9 107:11 112:16 117:14,16 117:21 118:12,17 119:3,3,3,13 127:19 128:12 131:21 132:3 148:17 150:22 153:12 <b>attorney's</b> 81:15 127:18 137:3 150:25 <b>attorneys</b> 2:5,11,17 3:4 11:16 40:2 106:20 107:7 110:10 118:13,15 118:20 119:18
--	---	---	--

127:18,23 144:4 <b>authorities</b> 87:4 110:23 111:11,23 <b>authority</b> 35:21 78:9 <b>authorized</b> 100:24 150:4 <b>available</b> 33:19 121:5 <b>avenue</b> 1:22 2:18 <b>avoid</b> 99:9,23 <b>aware</b> 44:9 79:23 88:24 92:19,20,23 93:2,5,10,16 95:22 96:9 97:3,7 98:3,12 130:22 131:7,9 133:9 134:8 139:4 142:11,12 145:8 153:14 <b>awhile</b> 76:17,25 104:4 144:14	<b>becoming</b> 140:10 <b>beginning</b> 125:4 <b>begun</b> 3:20 <b>behalf</b> 17:15,15,16 20:25 38:21 41:9,10 88:2,15 123:7,8,9 <b>behavior</b> 80:12 <b>behest</b> 138:20 <b>belief</b> 54:11 <b>believe</b> 11:17 28:25 29:2,14 34:7 39:21 39:25 58:15 61:9,24 62:3 63:6 70:21 99:21 106:3 111:5 130:9 132:16 143:2 144:2 146:9,10 148:5 <b>belong</b> 107:10 <b>belonged</b> 106:24 <b>berman</b> 105:14 106:2,22 107:6,9 <b>best</b> 113:23 <b>beyond</b> 123:21 124:2 148:17 <b>bill</b> 100:20,25 101:2 101:9,13,15,17,21 <b>billed</b> 110:15 <b>billing</b> 75:8,9 <b>bind</b> 108:2,5,10 109:3,8,13 <b>binding</b> 108:20 111:15 <b>birth</b> 6:9 <b>blood</b> 163:13 <b>blue</b> 25:15 <b>bonus</b> 37:6 120:18 121:15 <b>bonuses</b> 119:23 120:2,2,4,13,16 <b>bookkeeper</b> 75:7 <b>boulevard</b> 2:6 <b>bound</b> 108:18 <b>breach</b> 64:9 <b>break</b> 60:8,11 130:22 151:20	<b>breakup</b> 156:16 <b>brian</b> 1:11 45:10 82:14 83:2 85:15 90:12 91:16,25 131:17,19,19,21 132:3 142:13,24 143:14,18 144:7 161:19 <b>brian's</b> 82:13,15 <b>briefly</b> 15:8 <b>bring</b> 69:2,4 79:16 <b>broad</b> 2:12 <b>broadcast</b> 81:8 <b>broadway</b> 28:22 29:4 <b>broken</b> 36:6 <b>brooklyn</b> 6:24 8:12 8:24 141:21 <b>brought</b> 12:25 15:17 17:14,15 20:24 49:8 49:10 51:16 52:4 68:17 69:6 106:19 106:19,20 107:3 146:18 <b>bruce</b> 8:2,7 <b>bruno</b> 31:19 66:8 <b>building</b> 69:23 138:24 146:2 <b>bullshit</b> 83:3 <b>bus</b> 106:5 <b>business</b> 6:18 12:2 32:16 45:21,25 50:3 67:4,9 68:21 69:3,4 69:6 72:5,8,9 104:15,22 121:24 134:4 <b>buttocks</b> 145:10	<b>call</b> 36:24 37:5 48:3 51:7 62:13 68:23 92:6 133:21 136:2,6 136:8 140:18 141:3 150:12 154:20 <b>called</b> 13:2,18 47:13 50:6 51:5 52:15 57:23 58:5 65:20,21 67:7 77:6 81:16,19 81:24 82:10 96:3 136:5,11,13 137:23 153:14 158:12 <b>calling</b> 54:9 115:15 158:20 <b>calls</b> 34:2 36:8 59:14 134:13,14 <b>cancer</b> 99:15 <b>capable</b> 11:4 <b>capacity</b> 35:10 56:19 157:19 <b>card</b> 100:19 101:21 <b>care</b> 56:25 83:4 <b>carrier</b> 13:21 16:7,8 16:10,12 21:8,17 110:6 <b>carriers</b> 12:23 83:13 104:12,13,14 <b>carry</b> 52:21 <b>carrying</b> 78:14 <b>case</b> 5:12,14 10:13 34:7,24 50:16 54:13 55:11 62:4 68:9,15 82:7 83:20,21,24 84:2 104:5,11,24 105:21 106:4,5,9,18 107:4,13 111:4 115:11,11,25 116:3 116:17,22 117:18 117:22 124:7 127:2 128:15 137:21 146:22 148:2 150:9 164:3 <b>cases</b> 56:4 106:2,21 118:19,23
<b>b</b>	<b>back</b> 25:6,8 42:21 50:25 60:13 61:11 79:16 125:15 128:8 159:19 <b>bank</b> 57:15 <b>bar</b> 3:14 6:25 74:15 74:19,22 75:2,18,22 81:14 <b>based</b> 28:11 32:12 34:12,18 43:16 44:21 45:2 56:12 71:16,20 111:21 <b>bases</b> 134:13 <b>basic</b> 110:20 <b>basically</b> 25:3,4 131:6 <b>battery</b> 126:2 <b>bearing</b> 85:11,20 90:16 <b>becker</b> 1:21 2:16 41:12	<b>c</b>	
	<b>becoming</b> 140:10 <b>beginning</b> 125:4 <b>begun</b> 3:20 <b>behalf</b> 17:15,15,16 20:25 38:21 41:9,10 88:2,15 123:7,8,9 <b>behavior</b> 80:12 <b>behest</b> 138:20 <b>belief</b> 54:11 <b>believe</b> 11:17 28:25 29:2,14 34:7 39:21 39:25 58:15 61:9,24 62:3 63:6 70:21 99:21 106:3 111:5 130:9 132:16 143:2 144:2 146:9,10 148:5 <b>belong</b> 107:10 <b>belonged</b> 106:24 <b>berman</b> 105:14 106:2,22 107:6,9 <b>best</b> 113:23 <b>beyond</b> 123:21 124:2 148:17 <b>bill</b> 100:20,25 101:2 101:9,13,15,17,21 <b>billed</b> 110:15 <b>billing</b> 75:8,9 <b>bind</b> 108:2,5,10 109:3,8,13 <b>binding</b> 108:20 111:15 <b>birth</b> 6:9 <b>blood</b> 163:13 <b>blue</b> 25:15 <b>bonus</b> 37:6 120:18 121:15 <b>bonuses</b> 119:23 120:2,2,4,13,16 <b>bookkeeper</b> 75:7 <b>boulevard</b> 2:6 <b>bound</b> 108:18 <b>breach</b> 64:9 <b>break</b> 60:8,11 130:22 151:20	<b>breakup</b> 156:16 <b>brian</b> 1:11 45:10 82:14 83:2 85:15 90:12 91:16,25 131:17,19,19,21 132:3 142:13,24 143:14,18 144:7 161:19 <b>brian's</b> 82:13,15 <b>briefly</b> 15:8 <b>bring</b> 69:2,4 79:16 <b>broad</b> 2:12 <b>broadcast</b> 81:8 <b>broadway</b> 28:22 29:4 <b>broken</b> 36:6 <b>brooklyn</b> 6:24 8:12 8:24 141:21 <b>brought</b> 12:25 15:17 17:14,15 20:24 49:8 49:10 51:16 52:4 68:17 69:6 106:19 106:19,20 107:3 146:18 <b>bruce</b> 8:2,7 <b>bruno</b> 31:19 66:8 <b>building</b> 69:23 138:24 146:2 <b>bullshit</b> 83:3 <b>bus</b> 106:5 <b>business</b> 6:18 12:2 32:16 45:21,25 50:3 67:4,9 68:21 69:3,4 69:6 72:5,8,9 104:15,22 121:24 134:4 <b>buttocks</b> 145:10	<b>call</b> 36:24 37:5 48:3 51:7 62:13 68:23 92:6 133:21 136:2,6 136:8 140:18 141:3 150:12 154:20 <b>called</b> 13:2,18 47:13 50:6 51:5 52:15 57:23 58:5 65:20,21 67:7 77:6 81:16,19 81:24 82:10 96:3 136:5,11,13 137:23 153:14 158:12 <b>calling</b> 54:9 115:15 158:20 <b>calls</b> 34:2 36:8 59:14 134:13,14 <b>cancer</b> 99:15 <b>capable</b> 11:4 <b>capacity</b> 35:10 56:19 157:19 <b>card</b> 100:19 101:21 <b>care</b> 56:25 83:4 <b>carrier</b> 13:21 16:7,8 16:10,12 21:8,17 110:6 <b>carriers</b> 12:23 83:13 104:12,13,14 <b>carry</b> 52:21 <b>carrying</b> 78:14 <b>case</b> 5:12,14 10:13 34:7,24 50:16 54:13 55:11 62:4 68:9,15 82:7 83:20,21,24 84:2 104:5,11,24 105:21 106:4,5,9,18 107:4,13 111:4 115:11,11,25 116:3 116:17,22 117:18 117:22 124:7 127:2 128:15 137:21 146:22 148:2 150:9 164:3 <b>cases</b> 56:4 106:2,21 118:19,23



<b>cash</b> 120:2 <b>caused</b> 156:16 <b>causes</b> 23:10 <b>cell</b> 77:11 <b>cerra</b> 144:9,11 145:8 <b>certain</b> 35:22 49:8 80:14,15 <b>certainly</b> 35:20 63:16 73:10 104:10 133:10 <b>certification</b> 163:2 <b>certified</b> 5:5 163:4 <b>certify</b> 163:7,12 <b>change</b> 11:11 129:10 150:5 164:5 <b>changed</b> 33:12 37:10 45:16 <b>channel</b> 49:18 51:21 51:23 52:9,19,22,25 80:4 82:3 114:10 134:19 135:8,16 136:7 <b>characterize</b> 72:14 72:24 <b>charge</b> 4:6 <b>charged</b> 20:7 136:17 <b>charges</b> 49:8,10,13 49:15 50:13 51:15 52:4 110:10 <b>check</b> 74:8 134:5 <b>checked</b> 83:9,10,22 <b>children</b> 7:17,25 131:14 132:10 <b>choosing</b> 32:25 <b>chubb</b> 15:24 16:6,11 18:21,22 19:7,8,10 19:22 20:4,5,9,16 20:18 39:22 <b>cicco</b> 1:10,11,12,13 1:13 <b>city</b> 6:14 <b>civil</b> 102:25 126:4 <b>claim</b> 40:17,21 41:6 41:8 44:2,6 45:4,5,7	45:12 82:5 134:21 161:12,14 <b>claimed</b> 157:5 <b>claiming</b> 93:3,7,11 <b>claims</b> 9:2,12 45:6 84:23 <b>clarify</b> 122:13 <b>clean</b> 94:9 <b>clear</b> 18:5 27:11 <b>clerk</b> 75:8 144:13 145:5,18 <b>client</b> 49:11 51:16 60:15 61:5,25 62:11 67:15 68:10 82:13 82:15 86:24 88:19 89:2 107:16,18 108:14,23 109:13 109:17 110:20,20 111:15,17 112:24 114:16 126:5,21 129:5 133:3,16 <b>clients</b> 51:8 53:24 62:22 63:5,9,18,20 64:8 67:13,22 68:7 68:14,18 109:21 110:3,17 118:13 119:8 <b>closed</b> 34:6 59:19 84:9 131:5 <b>closing</b> 112:21 113:10 114:14,25 <b>codefendants</b> 45:14 <b>coercion</b> 126:3 <b>collectively</b> 21:4 <b>college</b> 6:13,14 <b>come</b> 47:2 50:9 78:20 105:20 133:15 134:23 140:5,25 141:25 147:14 159:19 <b>coming</b> 28:10 152:2 <b>comments</b> 80:12 <b>commercial</b> 25:18 25:24 26:8,14	<b>commission</b> 164:25 <b>committee</b> 81:13 97:5 137:9 146:22 152:4 153:22 155:7 156:25 157:7 161:24 <b>committee's</b> 157:9 <b>communication</b> 14:18 <b>companies</b> 10:9,11 12:7,20 16:6 18:21 19:8 103:25 104:3 <b>company</b> 8:12,24 9:7 11:2,5,6 12:5 15:6,18,20,22 21:7 22:3,7 25:10,17,23 26:7,13 70:15 161:5 161:7,9 <b>company's</b> 20:21 <b>compensation</b> 120:22 <b>complain</b> 77:23 78:21 132:22 <b>complainant</b> 126:5 <b>complained</b> 80:11 80:21,23 <b>complaining</b> 80:19 81:4 <b>complaint</b> 37:21 38:4 42:17,19 44:6 44:8,16,21,24 78:4 79:24 80:24 81:6 84:14 85:24 86:20 86:22 88:8,10,14,21 89:9,16 90:7,8,21 92:11 93:13,15 95:23 96:11 135:20 159:7 161:10 <b>complaints</b> 81:13 124:8 125:25 <b>complete</b> 87:16 152:24 <b>complied</b> 61:4,16 <b>compounded</b> 120:7	<b>computer</b> 83:10 154:13 <b>concerning</b> 12:14 <b>conclusion</b> 28:10 112:23 <b>condense</b> 92:6 <b>condominium</b> 146:2 <b>conduct</b> 3:7 63:9,16 63:18 67:4,8 77:24 78:22 80:19,20,22 98:16 142:5 146:13 <b>confines</b> 59:21 <b>conflict</b> 104:6,8 105:18 <b>confronted</b> 52:8 80:3 81:8 <b>connecticut</b> 25:18 26:8 <b>connecting</b> 19:12 <b>conrad</b> 1:10 45:9 91:15,23 161:18 <b>consecutive</b> 24:13 <b>consideration</b> 34:8 <b>consist</b> 55:8 104:23 <b>consists</b> 55:9 <b>consolidated</b> 8:11 8:23 9:7,15 32:23 <b>consult</b> 35:21 <b>contact</b> 69:23 77:11 77:18 117:14,16 137:7 138:24 139:10 150:18,22 150:25 151:7 <b>contacted</b> 137:2,8 138:2,3 151:10 <b>contacting</b> 151:12 <b>contained</b> 42:16 44:23 86:19,21 90:6 90:20 92:10 93:14 <b>contains</b> 89:15 <b>content</b> 42:6 <b>contents</b> 41:19 63:10,13,25 88:13 <b>continue</b> 12:8 50:12 100:10,13,15
--	--	--	---

121:22 <b>continued</b> 159:23 <b>continuing</b> 39:9 43:2 59:18 <b>continuous</b> 153:25 <b>contract</b> 108:3,6,10 108:18 111:15 <b>controlled</b> 3:24 <b>conversation</b> 82:20 <b>copies</b> 118:8 <b>copy</b> 4:3 33:14,19 38:7,10,11 58:16,17 58:19 59:7,11 115:13 116:25,25 117:3,6,11,12 124:16 125:3,7,14 155:10 <b>copying</b> 24:10 <b>corporation</b> 50:20 <b>correct</b> 8:20 13:6 27:8,9 31:12,15 32:13,24 33:4 35:2 35:6 40:8 43:8,21 48:10,11 49:12 56:21 57:21 58:11 59:5 60:22 65:22,23 88:22 95:20 107:24 114:20 116:10 118:18 122:21 138:20 146:24 158:6,14 <b>corrected</b> 16:17 <b>correctly</b> 92:17 <b>counsel</b> 3:22 28:4 56:3 64:2 85:6,15 87:5 89:19 90:11 92:13,15,25 96:23 105:23,25 106:7,11 111:3,9,20 116:14 118:5 143:3,14,19 149:15 152:15 153:17 <b>counselor</b> 20:2 <b>county</b> 1:2 85:11,19 89:25 90:16 140:16	140:17 <b>couple</b> 11:8 46:25 <b>course</b> 94:24 157:16 157:20 158:19 <b>court</b> 1:2 5:16,21,25 7:10 10:24 16:25 17:4 18:3 34:20 59:22,25 60:5,21 61:3,4,9,12,18 64:3 64:25 80:24 85:10 85:19 87:4 89:24 90:15 110:23 111:10,23 112:9,13 112:22 117:13 119:22 123:22 124:2,7,12 125:19 127:22 128:3,10,14 128:21,23 129:5 148:3 159:21 <b>court's</b> 61:14 <b>courts</b> 10:22 56:2 113:4 119:17 <b>cousin</b> 100:12,14 <b>cover</b> 57:7 62:17 63:4 65:8 101:15 127:5,18 129:18 153:3 <b>coverage</b> 12:15,21 12:24 15:19,24 17:8 17:9 20:11,21 21:9 21:18,20,21,23,24 23:9,11 25:5,13,19 25:25 26:9,15,21,24 26:25 27:13 104:3 104:21 <b>covered</b> 23:16,18,19 23:21 65:13 101:9 128:25 129:11,12 129:16 <b>covering</b> 101:17 <b>created</b> 112:2 <b>crime</b> 139:5 <b>criminal</b> 126:4 <b>cross</b> 40:17,20 41:6 41:7 43:25 44:5	45:4,5,6,7,12 161:12,14 <b>cruz</b> 1:23 163:4,20 <b>cultural</b> 75:25 <b>cup</b> 26:16 <b>current</b> 66:15,24 <b>currently</b> 30:7 59:3 76:19 80:21 97:10 131:23 144:16 146:3 <b>d</b> <b>d</b> 5:2 58:25 161:2 <b>d.a.'s</b> 139:12 <b>date</b> 6:8 24:21 47:10 48:10 113:18 135:11,13 147:21 164:4 <b>dated</b> 21:25 22:5 24:24 41:22 143:13 161:6,8 <b>dates</b> 39:9 42:25 <b>daughter</b> 7:19 74:23 75:4,5 76:4,7 99:14 132:6 136:5,8,13 <b>daughter's</b> 46:15 76:10 100:2 <b>daughters</b> 132:7 <b>davis</b> 147:13 <b>day</b> 35:11,11 49:22 82:22,22 113:17,21 147:2,2,2 149:7 159:19 160:5 163:17 164:23 <b>days</b> 14:4 78:18,19 <b>ddc</b> 102:16 147:16 147:18 <b>de</b> 1:10,11,12,13,13 <b>deal</b> 62:14 99:16 <b>dealing</b> 14:15 <b>deals</b> 124:17 <b>death</b> 75:5 141:3 <b>december</b> 6:10 25:20,21 44:18 70:22 101:18	<b>decicco</b> 45:11 85:7 89:21 90:24 91:15 91:16,18,19,23,24 92:2,3,14 161:18,18 161:19,20 <b>decided</b> 10:21 47:3 47:5,7 110:7 156:20 <b>decision</b> 18:9 155:10 156:5,6,7,8,22 157:7,9 <b>declaratory</b> 13:2,19 13:20 <b>deduct</b> 20:10 <b>deemed</b> 3:22 <b>defend</b> 21:13,15 100:13 <b>defendant</b> 1:20 2:11 2:17 5:2 39:11 43:3 85:5,6,14,15 89:18 89:20 90:10,11 157:11 159:9 <b>defendants</b> 1:14 91:13,22 92:5,8 95:2 161:17 <b>defending</b> 83:12 <b>defense</b> 10:8,10,14 12:5,6,13,14 17:18 18:19 19:5 20:7,10 20:19,20,20 21:14 103:24 104:9,16,18 104:18,20 109:24 110:2,3 <b>delivered</b> 139:17 <b>demand</b> 48:17,22 49:4,16 99:13 <b>demanded</b> 47:21 <b>denied</b> 43:7,14,15 86:7 88:20,23 <b>denies</b> 90:20 <b>dennis</b> 31:19 66:8 <b>deny</b> 40:10 42:16 44:23 86:19,20,23 92:9 <b>department</b> 9:14 75:9 96:12 97:5
---	--	--	---

139:9,12 147:4 150:13 161:22 <b>departmental</b> 96:10 146:21 147:9,25 152:3 156:24 <b>depends</b> 124:10 <b>depose</b> 62:9 <b>deposition</b> 1:19 3:17 3:22 4:2 34:10 46:24 48:16 94:13 164:4 <b>depositions</b> 3:8 34:21 119:19 128:12 <b>description</b> 92:7 <b>designate</b> 121:11 <b>designated</b> 31:2 <b>designation</b> 30:24 <b>desk</b> 66:25 78:10,11 <b>detective</b> 150:16 <b>determine</b> 120:4 <b>devoting</b> 99:16 <b>died</b> 7:15 <b>difference</b> 30:20 73:10 <b>different</b> 29:9 53:13 95:9 134:12 <b>difficulty</b> 28:16 <b>directed</b> 61:10 <b>direction</b> 75:10 <b>disability</b> 42:2 <b>disabled</b> 7:22 <b>disagreed</b> 120:15 <b>disagreement</b> 73:15 <b>disagreements</b> 72:20 <b>disbursed</b> 83:19 <b>disbursement</b> 83:20 83:24 <b>disbursements</b> 83:19 <b>disciplinary</b> 52:4 96:11,24 97:5 137:9 146:22 147:5,9,25 151:25 152:3	155:10 156:25 161:23 <b>discontinued</b> 121:21 122:17 <b>discoverable</b> 61:10 <b>discovery</b> 34:6 59:19,23 123:23 <b>discuss</b> 36:15 49:23 117:21 140:11 <b>discussed</b> 11:7 50:10 98:15 <b>discussing</b> 60:12 109:9,14,17 <b>discussion</b> 62:12 100:18 <b>dispose</b> 105:21 <b>disposition</b> 100:10 <b>dispute</b> 15:19 36:5 94:5 98:25 100:5,22 101:25 102:6,7,13 <b>disputes</b> 12:15,19 12:22 104:4 <b>disputing</b> 91:3 95:4 <b>dissolution</b> 31:5,16 70:21 73:11 74:14 74:18 101:10 105:4 107:20 109:5 118:10 138:5 142:23 146:7 <b>dissolve</b> 51:13 54:5 138:8,12,15 <b>dissolved</b> 29:23 31:4 47:15 53:19 144:20 157:10 158:4 <b>dissolving</b> 58:12 101:23 102:9 137:19 <b>distribution</b> 37:6 <b>district</b> 7:12 81:14 85:10,19 89:24 90:15 137:3 150:22 150:25 <b>districts</b> 7:13 <b>divide</b> 121:7	<b>divided</b> 121:12 <b>dividing</b> 99:10 101:25 <b>division</b> 17:3 156:4 <b>divisions</b> 9:8,9 <b>document</b> 14:8,9 15:12 19:4 22:20 24:6,14,16 34:6 38:2,17 41:11,19,21 42:6 43:8 44:4 52:2 64:6 86:3,10 89:5 91:7 94:7,14 117:12 152:17,23 153:13 154:2 155:18,19 <b>documents</b> 14:6 40:24 45:2 48:15 153:18 154:5 155:5 <b>doing</b> 28:13 83:2 109:24 <b>dollar</b> 20:6,11 25:13 <b>dollars</b> 17:25 21:19 26:12,23 <b>door</b> 129:22,25 130:4,8,23 131:4,5 <b>doorman</b> 145:25 <b>draw</b> 36:23 37:7,15 50:18 120:23 121:4 <b>drawn</b> 121:12,13 <b>draws</b> 43:19 <b>drew</b> 50:21 54:17 <b>drinks</b> 46:2 <b>due</b> 14:2 <b>duly</b> 5:5 163:9 <b>duties</b> 64:10 <b>duty</b> 127:12,16	<b>earned</b> 30:25 <b>east</b> 141:21 <b>eastern</b> 7:12 <b>educate</b> 124:4 <b>effect</b> 25:20 26:2,10 26:16 53:15 <b>either</b> 38:12 106:18 107:8,25 126:3 <b>eleven</b> 79:16 136:9 <b>elizabeth</b> 1:23 163:4 163:20 <b>ellen</b> 2:20 <b>emotional</b> 148:14,15 148:16 <b>employed</b> 39:11 43:4 <b>employee</b> 16:14 36:18,22 37:12 43:18 46:16 58:13 59:7,15 60:20 61:18 62:5,6,17,19 63:4,8 63:11,13,19,21 65:8 75:6 76:21,24 97:18 97:23 123:17 125:23 126:5 162:7 <b>employees</b> 16:7 47:17 62:18,20,23 63:2,5,16 106:14 122:8 127:4 <b>ended</b> 54:13,20 69:5 70:9 <b>ends</b> 54:12 <b>entire</b> 9:6 33:12 37:8 83:22 156:7,8 <b>entitled</b> 34:9 102:21 122:9 <b>entity</b> 54:13,25 55:10 57:22 58:5,8 65:25 66:15,24 158:12 159:14 <b>entry</b> 83:23 <b>epstein</b> 1:21 2:16 41:12 <b>equally</b> 36:10
---	--	---	---

<b>equity</b> 30:16,18,21 30:21,22 31:8,10,17 34:25 35:4 65:9,10 66:2,6,7 69:14 107:22,23 108:2,2,4 108:5,9,13,16,22 109:2 119:9 120:17 121:7 122:15 128:15 <b>erica</b> 132:13,17,21 <b>errata</b> 148:25 164:2 <b>esposito</b> 1:4 2:23 5:12 37:22 38:4 49:11 51:16 68:9,15 79:23 83:11,14,14 83:21,24 85:8,9,17 85:17 86:24 87:9 88:10,14,18 89:2,22 89:23 90:13,14,25 95:22 96:12 112:3 113:7,11,13 114:6 114:15,22 115:5,8 126:16,17,22 127:2 133:16,25 134:9,25 135:21 136:19,21 136:21 137:4,21 150:9,14,19 151:3 151:14 153:8,14 157:13 158:10 161:16 164:3 <b>esposito's</b> 81:6 118:9 145:9 <b>esq</b> 2:8,14,20 <b>esquire</b> 45:8,9,10,10 <b>essentially</b> 128:5 <b>establish</b> 15:15 154:23 <b>established</b> 115:22 <b>et</b> 37:23 85:10,18 89:23 90:14 164:3 <b>ethics</b> 81:13 <b>eve</b> 74:2 <b>evening</b> 135:9 <b>event</b> 76:5 138:14	<b>eventually</b> 156:19 <b>everybody</b> 78:8 95:25 <b>exactly</b> 12:17 20:16 80:17 89:8 101:3 152:10 <b>examination</b> 3:11 3:13,20 4:4 5:8 <b>examined</b> 3:18 4:5 5:6 <b>excess</b> 21:8,17,21 25:13,24 26:14,24 <b>exhibit</b> 14:7,20 15:2 15:4,7 18:6,16 22:4 22:8,10 37:24 39:5 39:6 40:19,22 86:18 87:8,10 91:20 94:4 143:9 147:6 <b>exhibits</b> 14:15 154:20 161:3 <b>exist</b> 71:5 97:21 157:13 159:9 <b>existed</b> 24:8 65:4,7 <b>existence</b> 54:12,13 <b>existing</b> 54:24 <b>exists</b> 12:21,24 122:7 <b>expensive</b> 121:22 <b>expert</b> 12:16 13:23 22:22,24 65:14 <b>expires</b> 164:25 <b>explain</b> 12:17 104:8 <b>express</b> 100:19 101:21 <b>extent</b> 12:21 22:20 35:21 54:9 87:24 93:18 115:15 123:21 131:24 132:2 152:24 <b>extortion</b> 103:14	<b>fact</b> 20:12 26:23 38:16 41:13,15 44:7 46:13 80:13 93:3,11 96:14,18 116:11 139:2 145:4 157:4 <b>factual</b> 159:6 <b>failure</b> 3:12,20 <b>fair</b> 36:17 <b>familiar</b> 108:24 <b>family</b> 99:21 <b>far</b> 45:15 70:20 120:14 132:7,12 148:6 <b>favor</b> 50:2 82:14,16 83:2 <b>fax</b> 153:3,5 <b>february</b> 29:25 70:11,17,19 <b>federal</b> 7:11 80:24 <b>fee</b> 100:12 106:23 107:4,5,9,13 112:18 <b>feel</b> 7:23 <b>fees</b> 20:6,7 106:13 106:16,16 <b>fell</b> 59:21 <b>felt</b> 37:2,4 78:15 110:14 119:13 120:25 121:5 148:16 <b>female</b> 64:7 126:4 <b>fiduciary</b> 64:9 <b>field</b> 65:14 <b>fifty</b> 157:17 <b>fight</b> 73:13,15 <b>fighting</b> 96:5 <b>file</b> 13:12,15 55:25 87:3 100:15 110:22 111:9,22 112:8,16 112:21 115:4,7,13 116:25 117:4,7,8,24 118:3,4,6 119:2,16 127:18 145:18 <b>filed</b> 13:11 44:14 79:24 95:22 96:12 106:8 113:6,10	114:15 117:12 126:22 135:20 <b>filemeno</b> 76:14 77:23 78:21 97:4 98:13 102:14,18,24 103:3,8 150:4 <b>filemeno's</b> 103:12 <b>files</b> 55:10,12 56:6,8 57:3 68:5 84:3,5,6,8 84:9,10 100:8 119:12,20 134:6 146:18 <b>filing</b> 3:25 <b>fill</b> 74:10 <b>final</b> 44:7,10 86:13 <b>financial</b> 30:23 <b>find</b> 33:17 61:23 62:3,9 81:5 83:11 83:23 117:17 <b>fine</b> 28:3,6 53:9 76:9 84:25 152:25 154:21,22 <b>finish</b> 8:13 14:3 <b>firm</b> 11:10,13 12:6 17:13,15 20:20,22 21:3,16 23:9,12 29:23,24 30:5,17,23 30:25 37:11 39:21 41:10 47:15,16,17 47:22 48:2,2 49:25 53:22,25 54:6 55:5 55:7 56:4 57:4,5 58:10 65:19 67:17 67:18 68:6 70:20 71:24 76:17 86:9 92:13 100:11 107:2 107:4,12 108:7,18 108:20 109:3,8 111:18,20 113:8 114:17,18 121:2 123:13,16 138:9,12 138:15 142:17,20 142:21 144:8,20 145:19
--	--	---	--

<b>firm's</b> 17:19 21:8 <b>firms</b> 38:6 <b>first</b> 5:4 38:11 44:3 49:20 52:12 78:11 79:8 81:12,16,18 93:4,8,10,15 95:19 96:11 133:17,25 134:21 136:23 138:4 149:6 152:5 158:23 <b>five</b> 16:25 145:21 <b>flatbush</b> 141:23,24 <b>flooded</b> 33:24 <b>flooding</b> 14:2 <b>floor</b> 2:12 <b>florida</b> 77:7,8 <b>followed</b> 138:9 <b>following</b> 51:11 70:7 141:2 <b>follows</b> 5:7 <b>form</b> 3:9 13:13 16:22,23 19:11 27:3 32:5,8,10 35:15,19 45:22 46:12 53:5 57:17 72:6,17 73:8 75:20 78:2 103:13 103:15,20 106:17 109:6,22 110:4,18 110:21 119:11 120:3,11,20 127:9 129:7 132:25 134:11 135:4 142:7 151:5 <b>formal</b> 54:15 <b>formed</b> 30:13 56:5 <b>former</b> 66:4 74:3,4 <b>forming</b> 47:16 <b>forth</b> 91:4 163:9 <b>forty</b> 32:14 <b>found</b> 134:7 <b>foundation</b> 13:4 14:11 15:15 94:17 94:22 116:4 <b>four</b> 9:4 79:18,19	<b>frame</b> 142:16 <b>frank</b> 144:9,11,12 144:14 145:5,8 <b>friday</b> 47:14 51:2 78:18 81:19,24 133:21 <b>frio</b> 150:21 <b>full</b> 11:19 156:22 <b>fully</b> 61:16 <b>function</b> 121:2 <b>furnished</b> 4:4 <b>furniture</b> 57:15 69:18,21 70:15 138:17,22 139:14 139:19,23 <b>further</b> 4:3 44:11 56:6 163:12	22:2,6,9 23:1 24:1 24:25 25:1 26:1,5,5 26:19 27:1,15,24 28:1,21 29:1 30:1,6 30:7,10,12 31:1,4,6 31:13,17 32:1,4,16 32:19 33:1,5 34:1,4 34:12,24 35:1,8,11 35:18 36:1,3,18 37:1,8,13,23,25 38:1,5 39:1,12 40:1 41:1,9 42:1 43:1,5 44:1,17 45:1 46:1 47:1,4 48:1,18,23 49:1,5,17 50:1 51:1 52:1,18 53:1,6,10 53:18 54:1,2,4,6,14 54:22 55:1,2,5,8,15 55:16,19,20 56:1,8 56:11,17 57:1,8,14 57:19,23,24 58:1,2 58:6,7,12 59:1,3,7 59:16 60:1 61:1 62:1 63:1 64:1,5 65:1,9,20,21 66:1 66:18,19 67:1,2,5,8 67:9,13,14 68:1,4,8 68:17 69:1,9,13,15 70:1 71:1,3,5,7 72:1 72:3 73:1,7,14 74:1 74:14 75:1 76:1,22 76:24 77:1,3 78:1 79:1,2,14,18 80:1 81:1 82:1 83:1 84:1 84:6 85:1,5,14 86:1 86:24 87:1 88:1,6 88:19 89:1,2,18 90:1,10,22 91:1 92:1,12,24 93:1 94:1 95:1 96:1 97:1 97:18,21,24 98:1,8 98:24 99:1,10 100:1 100:4,18 101:1,23 102:1,8,21 103:1,5 103:10,19,23 104:1	105:1,2,5 106:1,15 107:1,14,15,21,22 108:1,3,6,10,23 109:1,4,20 110:1,2 110:16 111:1,2 112:1,6,7,19,20 113:1,9,10,14 114:1 114:7,18 115:1,4 116:1 117:1 118:1,9 119:1,9,23 120:1,9 120:18,23 121:1,6 121:18 122:1 123:1 123:2,5,6,18,18 124:1 125:1,24,24 126:1,10,22 127:1,4 128:1,7 129:1 130:1 131:1 132:1,14 133:1 134:1,10 135:1,2 136:1 137:1 137:22 138:1 139:1 139:19,24 140:1 141:1 142:1,13,23 142:24 143:1,8,10 143:13,16 144:1,17 144:18,19 145:1,10 146:1,6,8 147:1,24 148:1 149:1,14,21 150:1 151:1,2,8 152:1 153:1 154:1 155:1,9 156:1 157:1 157:10,11,24 158:1 158:4,13,16 159:1 159:25 160:3 161:6 161:8,21 162:3,7 164:4,21 <b>gladstein's</b> 147:12 <b>glass</b> 80:8 114:12 <b>go</b> 6:13,19,23 17:3 34:20 45:25 61:11 64:21 77:8,15 94:11 99:7 105:21 119:21 128:8,23 137:18 140:7 144:19,21 158:16
--	--	---	---



<b>going</b> 5:13 14:3 18:7 19:20 20:2 23:21 25:8 31:9,21 39:3 42:21 47:15,18 48:3 62:4,13 63:3 64:21 71:9 77:8 84:12 86:2 87:25 92:6 94:12 98:4 99:23 109:24 110:7,8 112:15,17 116:4 123:21,25,25 125:18,20 148:17 153:12 158:18 <b>goldstein</b> 137:13 <b>good</b> 5:10 11:2 72:5 155:4 <b>gordon</b> 2:10 <b>grabbing</b> 145:9 <b>graduate</b> 6:15 <b>graduating</b> 6:22 8:8 8:9 <b>grandfather</b> 74:24 <b>grandparent</b> 76:2 <b>grandson</b> 74:15,18 76:2 <b>grandson's</b> 75:18,22 <b>graphic</b> 153:10 <b>gratefully</b> 54:24 <b>great</b> 99:16 <b>green</b> 1:22 2:16 25:15 41:12 <b>grew</b> 37:11 <b>grievance</b> 79:24 95:23,25 96:4,24 135:20 153:21 155:7 157:7,8 161:24 <b>group</b> 2:4 18:21 19:7 <b>guarantee</b> 14:4 <b>guess</b> 36:23 37:5 38:13 49:19 52:7 56:22 65:3 68:23 70:4 79:17 96:15 133:18 135:22	145:21 <b>guidelines</b> 110:12 <b>h</b> <b>h</b> 1:7 5:2 39:11 43:3 45:8 59:2 148:3 <b>half</b> 147:2,3 148:13 156:9,14 <b>hand</b> 51:2 52:12 138:14 149:6 152:6 163:17 <b>handbook</b> 58:13 59:7,15 60:15,20 61:7,19 62:17,19 63:4,8,11,13,19,22 63:23,25 65:8,13,17 162:7 <b>handed</b> 48:6,8 54:18 <b>handing</b> 124:19 155:21 <b>handle</b> 10:12 100:11 100:15 104:4 105:19 106:22 107:7 119:13,18,20 128:12 143:20 <b>handled</b> 34:21 106:10 110:13 143:22 <b>handling</b> 49:25 56:6 68:4 82:6 106:3 117:21 118:2,7 <b>happen</b> 111:20 <b>happened</b> 10:19,20 16:20 17:6 52:10 100:22 109:10 135:25 152:2,10 <b>happy</b> 10:24 18:12 <b>harassing</b> 82:7 136:18 <b>harassment</b> 62:18 63:5 64:8 126:2,10 126:14 <b>hard</b> 28:5 62:3 <b>harvey</b> 1:8,19 2:17 6:5 9:20,21,23 22:2	22:6 24:25 26:5,19 30:6,7 31:13 36:3 53:6 54:2 55:15,16 57:22,25 65:20 66:19 67:9,13 69:15 76:24 77:3 97:23 107:15 123:6 159:25 160:3 161:6 161:8 164:4,21 <b>heads</b> 82:10 <b>hear</b> 7:16,20 77:9,20 78:13 117:20 <b>heard</b> 83:17 95:19 133:16,17 135:24 137:22 139:11,12 151:11 <b>hearing</b> 96:15,24 102:16 147:5,9,25 150:11 151:18,25 161:23 <b>hearings</b> 128:13 <b>held</b> 9:3 62:12 157:12,24 <b>help</b> 19:25 99:17 145:15 150:4 <b>helping</b> 64:19 <b>hempstead</b> 85:11,19 89:24 90:15 <b>hereto</b> 3:5 <b>hereunto</b> 163:16 <b>highlighted</b> 18:2 23:6 25:15 <b>history</b> 33:6 123:18 125:23 <b>home</b> 81:19,24 136:6 140:9,22,25 <b>homes</b> 140:8 <b>horizon</b> 158:9 <b>hour</b> 147:3 148:13 148:13 <b>house</b> 81:17 82:4 141:12,14,16,25 <b>hundred</b> 109:10 <b>hurwit</b> 2:14 14:17 15:8 16:3 18:4 46:7	98:11 132:25 133:4 134:17 135:5 144:22 147:20 154:25 155:3,21 <b>i</b> <b>idea</b> 68:2,16 92:21 93:6 139:8,16 <b>identification</b> 40:24 155:14 <b>identified</b> 82:3 84:14 85:22 <b>identify</b> 22:11 24:2 25:2 41:3 43:24 80:11 143:11 148:20 153:2 155:16 <b>ignore</b> 83:6 <b>ileana</b> 76:13 77:23 78:21 97:3 98:7,12 102:14,18,23 103:3 103:8,12 150:4 <b>illness</b> 77:7,16 <b>immediately</b> 105:6 116:20 138:8 <b>implication</b> 87:12 87:14 <b>implied</b> 87:16 <b>impossible</b> 61:24 <b>inappropriate</b> 78:22 80:11,19 87:17 132:23 142:4 146:13 <b>incident</b> 80:6 <b>incidents</b> 49:9 <b>included</b> 20:6 104:2 <b>including</b> 3:8 12:14 104:21 <b>incomplete</b> 24:6 152:17,22 <b>incorporated</b> 32:4 <b>increase</b> 103:9 <b>ind</b> 26:2 <b>indemnification</b> 45:13
---	---	---	---

<b>indemnity</b> 15:6,18 16:5,9 17:22,23 20:13,15 25:17,23 26:7,13 161:5 <b>independent</b> 63:7 <b>index</b> 40:18,21 85:11,20 89:25 90:3 90:16 161:11,12,14 <b>indicate</b> 86:17 87:4 109:2 120:12 153:25 <b>indicated</b> 21:15 23:8 25:11 27:6 59:6 60:14,19 61:6 65:19 67:16 69:22 80:18 84:7 88:18,25 92:24 107:21 120:15 122:19 135:6 <b>indicating</b> 47:25 56:4 60:23 61:2 110:9,23 111:19 <b>individual</b> 21:4 107:11 108:8,9 <b>individually</b> 1:7,8,9 1:10,12 17:12 41:11 <b>individuals</b> 38:6 54:23 <b>initial</b> 6:6,7 <b>initially</b> 21:13 65:18 <b>injury</b> 10:15 110:17 110:19 <b>insisted</b> 81:11 <b>insistence</b> 47:19 <b>instructed</b> 78:7 107:7 <b>insurance</b> 8:11,23 9:7 10:9,10 11:2 12:5,6,15,22 13:21 15:20,22,24 17:11 18:21,21 19:6,7,8 20:21 21:7 22:3,7 25:10 32:23 103:25 104:3,3,11,13,18,20 137:23 161:7,9	<b>insurances</b> 21:2 <b>insured</b> 18:20 19:9 19:22 23:22 26:4,18 103:25 110:6 <b>insured's</b> 18:20 <b>insureds</b> 12:7,23 <b>insures</b> 20:16 <b>insuring</b> 21:3 <b>intending</b> 51:2 <b>interest</b> 30:23 104:6 104:9 156:15 <b>interested</b> 11:6 163:15 <b>intern</b> 126:5 132:16 132:18,21 <b>internal</b> 63:2 <b>internally</b> 63:17 <b>interviewing</b> 116:21 <b>investigator</b> 9:3 137:6 <b>invite</b> 74:21,25 75:11,14,16,17,21 76:3,7,10 <b>invited</b> 75:4 76:8,11 <b>involved</b> 50:3 82:14 104:7,14 <b>isaac</b> 1:7,7,8,9,10,11 1:11,12,13,13 2:11 10:25 27:24 31:14 32:16,19 33:5 34:4 34:12,24 35:18 36:19 37:9,13,23,23 38:5,5 39:13 41:10 43:5 47:4,18 48:18 48:23 49:6,17 53:11 53:18 54:6,22 55:2 55:5,8 56:8,11,17 57:9,15 58:6,7,13 59:8 65:9 67:13 68:4,8,17 69:10,14 71:3,5,7 73:7,14 74:14 75:15 76:22 79:2,14,18 84:6 85:14 86:25 88:8,19 89:3,19 90:22 92:12	92:24 97:19 98:9,25 99:11 100:5,18 101:23 103:5,19,23 105:2,5 106:15 107:14,21,22 108:6 108:10,23 110:2,16 112:6,19 113:9,11 113:14 114:7,19 115:5 118:10 119:9 119:24 120:10 121:6,18 123:18 125:24 126:10,22 127:5 128:7 132:14 134:8,10,24 135:2 137:22 138:17 139:20,24 142:14 142:24 143:8,13,16 144:20 145:11 149:22 151:8 152:2 153:14 157:11,12 158:4 161:21 162:3 162:5 164:3 <b>isaac's</b> 20:19 57:19 74:6 76:15 80:8 87:9 88:9 103:4,9 103:10 112:8,21 130:5 132:23 142:24 148:17 151:24 161:15 <b>isfcupo199y130</b> 26:2 <b>island</b> 140:13 <b>issac</b> 11:14,16,25 12:4 17:13,20 18:19 20:23,25 21:3,16 23:9,16 25:5 26:5,6 27:10,15,16 28:21 30:12,15 31:4,6,7 31:11,18 32:4,14,23 34:17 35:8,11,17 36:4,11 37:14 39:11 43:3 45:8,10,11,19 45:20,24 46:19,23 47:3 48:5,9,17,22 49:5,6,17 50:16,24	51:10 52:5,8 53:7 54:14 56:7 58:3,4 59:16 64:5 66:14,17 66:25 67:16,21 68:12,14 69:2,11,16 69:17 70:22 71:3,11 71:14 72:4,4,7,15 73:6,18 74:21 75:12 75:18 76:8 77:24 78:23 79:25 80:3,12 81:2,9 85:5,7,16 88:24 89:10,14,20 90:10,12,18,23 91:4 91:14,16,17,17,18 91:23,24,25,25 92:2 92:14 95:23 96:9,25 97:4,21 98:6,8,13 98:16 99:2 101:22 102:4,8,15,19,21,24 103:13,14 105:16 106:19 107:3,15 108:3,19 109:5,14 109:16,20 111:2 114:11 115:7 116:16 118:19 119:14 120:5,14,18 120:23 123:2,5,10 123:11,15,19 125:24 126:25 128:11 129:12,18 130:7,23 131:7,19 132:5 133:5,12 135:19 136:14,23 137:4 139:18 140:7 142:4,13,24 143:14 143:18 145:9 146:7 146:8,13,16,23 148:2,3 149:20 150:5,8,13,18 151:2 151:3,13 152:11 153:9 155:11 156:9 157:24 158:13,16 161:17,18,19,19,20 162:7
--	--	---	--

<b>issac's</b> 156:24	133:2 134:15	19:18 22:19,23 24:4	86:6 99:15,24 114:2
<b>issue</b> 53:23 139:7	144:24 147:8,12,16	24:11 27:3,17,22	119:3 127:3 134:21
159:8	147:19,23 151:20	28:4,7,15 32:8 34:5	<b>knock</b> 131:6
<b>issued</b> 19:7	152:7,19,25 153:5	35:15,19 36:8 39:5	<b>know</b> 5:23 6:17
<b>issues</b> 14:2 15:24	153:19 154:6,11,18	40:9,12 42:15 43:8	19:15 24:7,15 27:11
62:15	155:2,23 156:13	43:12 44:12 45:22	39:18 40:14 41:13
<b>items</b> 101:9	157:16,20,25	46:11 48:12 51:17	41:15 42:18 44:13
<b>j</b>	158:19,22 159:2,8	51:20,25 54:8 57:17	45:4,15 47:10 49:9
<b>j</b> 1:11 45:10 85:16	159:13,18	59:17 60:2,17,22	52:3,6 53:22 58:16
90:12 91:16,25	<b>joshua</b> 2:14	61:2,8,20 62:2 64:2	59:24 60:15 63:14
143:14 145:17	<b>journal</b> 53:20,23	64:18,23 65:11 72:6	64:2,15,17 68:24,25
161:19	152:9,13 156:6,19	72:17 73:8 74:24	76:13 77:2,14 80:20
<b>jane</b> 8:2,4,5,7	<b>juan</b> 145:13,14	75:13,20 78:2 84:16	80:22 82:19 85:23
<b>january</b> 29:24 31:4	146:3,12,15	84:19 85:25 86:10	94:20 95:15 96:7
47:12 48:9 51:2,11	<b>judge</b> 60:6 61:21	86:17 87:11,15,21	97:8,10,20 98:6
52:24 133:20	62:8 66:4 74:3,4,5	89:4,11 91:6 92:15	106:4,6,9 108:19
134:21 135:13	128:7 147:13	93:17,24 94:11,21	109:16 112:13
<b>job</b> 28:14 77:21	<b>judge's</b> 125:4	95:4,8,12,17,20,24	113:20 114:6
145:6,25 146:19	<b>judgment</b> 13:2,19	96:5 97:20 98:10,18	120:14 121:23
<b>john</b> 29:8,10 31:19	13:20	103:15,20 105:3,6,9	126:18 131:12
66:8	<b>july</b> 39:7 42:23	106:17 107:16	132:5,8,12 134:16
<b>joining</b> 11:7	113:14,18	109:6,22 110:4,18	139:14 141:5,9
<b>jones</b> 2:4,8 5:9,11	<b>june</b> 85:5,14 89:18	111:5 113:15	144:11,15 146:11
14:9,14,20,24 15:3	90:9	115:14,18,21 116:2	148:6,13 151:11,25
15:16 16:16 18:14	<b>jurisdictions</b> 7:11	118:24 119:10	152:11 154:8,11
19:2,14,17,20,25	<b>jury</b> 127:12,16	120:3,6,11,20 121:8	155:16 159:14
22:22 23:2 24:9,17	<b>k</b>	121:16 122:2	<b>knowing</b> 10:22
27:20 28:6,13,19	<b>k</b> 121:25 122:6,11	123:20 124:6,20,24	113:16 114:2 115:9
32:10 34:2,9 40:15	144:24	125:9,13 127:9,24	<b>knowledge</b> 57:10
42:13 43:10 44:15	<b>karsch</b> 31:19 66:8	128:5,17,22 129:7	88:3,12 97:13 109:8
46:9 48:3,14 51:19	<b>keane</b> 30:10 54:4	130:9,15 131:24	109:12,19 112:4
51:23 59:14,24 60:7	55:19,20 57:24 59:4	134:11 135:3 138:5	115:6 130:2 133:7
60:10,19,23 61:5,17	65:21 66:3,18 67:2	139:21 140:2 142:7	133:10,14 142:6
61:23 62:10,13	67:5,8 144:18	142:15 147:7,10,14	149:6,24,25 150:2
64:17,21 75:2 84:18	<b>keep</b> 55:22 115:7,13	147:17 148:21,24	151:6 152:6 154:24
84:20 86:5 87:6,13	117:3,6,8,11,23	149:4,23 151:5,9	<b>known</b> 29:8 39:12
87:19 88:5 89:7,12	<b>kept</b> 76:16 77:10	152:5,15,20 153:3	43:4 56:20 66:19
92:18 93:22 94:8,19	<b>kind</b> 50:13 67:5	153:17,24 154:8,14	92:13
94:24 95:7,10,14,18	<b>king</b> 81:25 82:22	154:22 155:15,25	<b>knows</b> 15:14,16
96:3,7 105:7 107:18	133:19	156:11 157:14,18	24:12 94:18 131:25
111:7 115:16,19,24	<b>klein</b> 2:20 5:22 13:3	157:22 158:3,17,20	132:2 134:15
116:6 124:4,14	13:13 14:8,10,22,25	158:25 159:5,10,16	<b>l</b>
125:6,11,16 128:2	15:14 16:13,18,22	159:20	<b>l</b> 5:2 11:20,23 58:25
128:19 130:13,20	18:7,23 19:3,11,15	<b>knew</b> 10:25 11:3	145:18
		49:20 81:4 83:14	



<b>lady</b> 50:7 79:11 80:10,18 81:10,12 82:6,8,15 133:23 137:8,15 <b>lady's</b> 84:11 <b>laid</b> 94:17 <b>lasted</b> 33:11 <b>late</b> 28:25 29:2,14 38:12 134:20 <b>law</b> 2:4 6:19,21,23 6:24 7:7,10 8:9,15 8:19,21 9:17,18,21 9:23 11:10,13 21:3 39:12 43:4 53:20,23 54:6 57:12 65:19 66:24 76:4 98:8 108:25 109:2 111:18 145:10 152:8,12 156:6,19 159:3 <b>lawsuit</b> 12:25 13:3,5 13:9,11,12,15,16,18 16:21 17:5,18 20:17 20:18 38:22 39:19 87:10 102:25 122:20 126:9,13,25 161:16 <b>lawsuits</b> 57:8 126:21 <b>lawyer</b> 11:4 23:25 33:3 54:16 60:11 67:25 105:11 138:2 138:3 157:17 158:24 159:3 <b>lawyer's</b> 53:2 99:13 <b>lawyers</b> 34:20 130:3 <b>lay</b> 14:10 116:4 <b>learned</b> 49:7 50:13 77:13,15 80:2 97:6 134:24 137:24 <b>learning</b> 81:11 <b>lease</b> 30:3 57:19 <b>leave</b> 13:25 14:5 31:21 47:20,22,22 48:18,23,24 49:2,6 49:17 51:3,10 66:9	69:20 70:4,7,12 125:16 138:22 <b>leaving</b> 47:18 78:18 <b>led</b> 28:9 <b>left</b> 9:15 54:22,25 58:6 70:10 76:16 77:11,17 78:20 145:25 146:11 <b>legal</b> 9:12 16:9,12 20:6,9 21:14 54:9 68:20 106:13,16 157:15,19 158:21 158:23 159:11 <b>length</b> 127:20 <b>letter</b> 21:25 22:5,9 22:12,15,18,25 23:7 23:15 24:18,21,23 25:3,7,9 47:24 48:5 50:15,21,22 51:3,13 53:3 54:16 110:9 111:18,22,24 138:10,13 161:6,8 162:5 <b>letterhead</b> 142:14 142:25 143:7,15 144:5 150:5 153:2,6 153:6 161:21 <b>letters</b> 50:19 <b>letting</b> 108:19 <b>level</b> 16:25 17:2 45:21 <b>liabilities</b> 71:14,19 102:7,10 103:10 <b>liability</b> 16:7 25:19 25:24 26:9,14 32:5 53:5 158:8 <b>liable</b> 157:12,24 <b>library</b> 50:6 80:9 114:10,12 <b>license</b> 152:13 <b>lied</b> 87:17 <b>limit</b> 17:21 20:3,6 125:18 <b>limited</b> 32:5 53:5 124:7 157:2	<b>limits</b> 128:3 <b>linden</b> 2:6 <b>line</b> 164:5 <b>lines</b> 103:18 <b>lisa</b> 150:21 <b>list</b> 143:14 153:10 <b>listed</b> 132:9 143:3 144:4 <b>listing</b> 83:11 <b>litigation</b> 60:21 71:9 94:25 99:9 <b>little</b> 10:18 70:5 148:14,15 <b>live</b> 141:19 <b>lived</b> 140:14 141:16 141:21 <b>living</b> 6:11 140:19 157:21 <b>liza</b> 132:6 <b>llc</b> 2:4 164:2 <b>llp</b> 1:10,11,12,13,14 2:10 45:11 85:7 89:21 90:24 91:16 91:18,19,25 92:2,3 161:18,19,20 <b>located</b> 28:21 <b>lock</b> 129:22,25 130:4,6,7,23 131:4 <b>long</b> 10:17 28:23 29:21 33:10 78:17 79:13 104:5 108:15 122:8 140:13,18 141:17 144:14,19 144:21 145:6,20 146:25 148:10 <b>longer</b> 68:12 99:17 122:17 <b>look</b> 33:22 42:14 143:15 148:19 <b>looked</b> 153:7 <b>looking</b> 86:18 <b>lose</b> 68:7,14 <b>lost</b> 7:18 68:10 <b>lot</b> 10:24 124:6	<b>loud</b> 85:2 <b>luisa</b> 1:4 2:23 5:12 37:22 38:4 49:11 51:16 68:8,15 79:23 81:5 85:8,9,16,17 88:10,14 89:2,22,22 90:13,13,25 96:12 112:2 113:6,11,13 114:6,15,22 115:5,8 118:8 126:16,17,21 127:2 133:16 134:25 135:20 136:19 137:4,21 150:8,14,18 151:3 151:14,22 164:3 <b>lump</b> 120:25 <b>lunch</b> 45:25 <b>luncheon</b> 130:16 <b>luther</b> 81:25 82:22 133:19 <b>luxuries</b> 119:7 <b>luxury</b> 145:25
<b>m</b>			
<b>m</b> 11:20,22 58:25 <b>magdalena</b> 58:23 79:11 <b>mailed</b> 53:23 <b>maintain</b> 118:4 <b>major</b> 6:17 <b>majority</b> 68:19 <b>making</b> 82:6 93:2 <b>malpractice</b> 16:10 <b>manage</b> 34:11,17 35:10 <b>manager</b> 58:17,18 58:22 77:10,14 78:25 79:3,4,6,8,10 79:12,13,17,20 83:17 100:24 132:22 136:4,12 <b>managerial</b> 35:17 35:20 <b>managers</b> 79:7			

<b>managing</b> 35:7,16 118:12,16 <b>manhattan</b> 137:3 150:17 <b>manual</b> 58:14 <b>march</b> 147:23 <b>margie</b> 136:8,11 <b>mark</b> 15:3 40:16 87:8 <b>marked</b> 14:6 15:6 22:3,8,10 37:23 40:18,22 87:10 88:7 91:19,21 143:8 147:5 154:4 155:7 <b>markewich</b> 74:2 <b>marriage</b> 163:14 <b>married</b> 7:14 131:8 131:10,11 <b>marsha</b> 131:13 <b>martin</b> 81:25 82:22 133:19 <b>matter</b> 17:8 49:25 85:9,17 89:22 90:13 90:25 96:10 98:15 100:11 105:16 115:10 116:13 127:5 143:22 148:2 151:4 158:25 163:15 <b>matters</b> 56:2 67:18 68:3,11 110:13 118:14 119:19 124:18 148:15 <b>mean</b> 27:7 41:17 54:5 102:10 143:18 <b>means</b> 41:18 54:7 68:24,25 <b>medical</b> 117:8,24 118:9 <b>meet</b> 82:15 140:10 <b>meeting</b> 128:25 129:4,5 <b>melvin</b> 11:20 <b>member</b> 127:6,7	<b>mentioned</b> 39:10 43:3 46:21 83:5 <b>messages</b> 77:11,17 <b>met</b> 32:22 <b>middle</b> 6:6,7 70:11 <b>midwood</b> 141:24 142:2 <b>million</b> 17:25 20:5,8 20:11 21:19,20,24 25:12,22 26:3,11,17 26:23,24 27:7,8 134:12 <b>mind</b> 124:14 125:20 <b>mine</b> 17:19 <b>minimal</b> 70:23 <b>minutes</b> 151:21 <b>misrepresenting</b> 89:5 <b>missed</b> 39:23 <b>missing</b> 22:7 23:23 161:9 <b>mistake</b> 24:10 <b>mitzler</b> 11:20 <b>mitzvah</b> 74:22 75:18 75:22 <b>mitzvah'd</b> 74:15,19 <b>mitzvahs</b> 75:3 <b>mix</b> 11:25 <b>modification</b> 61:14 <b>monday</b> 47:12 48:9 51:11,11 <b>monetary</b> 100:6 102:20 <b>money</b> 37:3 70:23 73:14 98:25 99:10 121:2,4 122:7,9,11 <b>month</b> 81:23 <b>months</b> 11:8 46:25 152:14 157:4 <b>morning</b> 5:10 50:10 52:13 53:2 82:5 135:24 136:24 <b>mother</b> 77:6 <b>mother's</b> 77:16	<b>motion</b> 3:15 <b>move</b> 3:10,12 29:7 29:16 87:6,19,21 116:7 <b>moved</b> 28:25 70:6 <b>mover</b> 69:23 138:24 <b>movers</b> 140:5 <b>mutual</b> 8:11,23 9:7 9:16 32:23	<b>needed</b> 119:5 <b>negative</b> 75:17 <b>negligent</b> 23:10 <b>neither</b> 109:7 <b>never</b> 33:12 73:3 81:11,15 82:17 83:17,18 86:8 97:16 97:17 98:3,15 114:2 114:16,21,24,25 115:3 120:15 128:21,23 129:12 129:16 131:3 135:19 139:11,12 141:7 149:2,10,12 151:10,10 156:3,4,7 156:8,21 157:8 <b>new</b> 1:2,2,22,25 2:13,19 5:4,4 6:14 7:6,13 29:5,5,6,6,11 29:11,12,12,19,19 29:20,20,24 30:5 47:16,17 50:19 53:5 53:19,22,25 55:12 55:14 56:4 57:4,5 57:12,22 65:24 67:17 150:24 163:6 164:2 <b>news</b> 52:19,23 80:4 80:5 82:4 114:10 134:19 135:8,16 136:7,14,17 <b>nice</b> 137:15 <b>night</b> 6:22 8:15 52:20,23 134:19 135:7,16,17 136:2,2 136:10,10 <b>night's</b> 52:11 135:15 <b>nods</b> 5:18 <b>non</b> 10:10 30:21,22 31:17 35:4 65:10 66:6,7 100:6 107:23 108:2 129:5 <b>nonverbal</b> 5:19 <b>normally</b> 64:20 110:11 120:12
--	--	---	--

<b>north</b> 140:15 <b>notary</b> 1:24 3:18,19 5:6 160:7 163:5 164:24 <b>note</b> 34:5 48:12 59:17 64:24 149:4 152:20 <b>noted</b> 130:17,18 159:22 <b>notes</b> 27:12,20 124:22,25 125:12 <b>notice</b> 1:21 5:24 53:24 110:22 <b>noticed</b> 131:3 <b>notices</b> 55:25 <b>notified</b> 108:17 <b>notifying</b> 55:17 <b>notwithstanding</b> 77:17 99:13 <b>november</b> 1:16 11:9 28:2,20 29:17 30:13 41:23 45:19 46:23 54:21 60:5 163:17 164:4 <b>number</b> 25:19,25 26:9,15 40:18,21 41:2 85:12,20 89:25 90:3,16 114:22 115:2 161:11,12,14 <b>numbers</b> 147:22 154:3 <b>ny</b> 1:22 2:7,13,19	36:8 40:9 45:22 48:13 51:17 54:8 57:17 59:18 65:11 72:6,17 73:8 75:20 78:2 85:25 89:4 91:6 95:24 98:10,11 103:15,20 105:9 106:17 109:6,22 110:4,18 113:15 115:14 118:24 119:10 120:3,6,11 120:20 121:8,16 122:2 123:20 127:9 127:24 129:7 132:25 134:11,17 135:3,5 139:21 142:7,15 151:5,9 155:15 157:14 158:17 <b>objections</b> 42:5 <b>obligated</b> 21:14 159:13 <b>obviously</b> 41:11 78:10 <b>occasion</b> 105:16 <b>occasional</b> 104:5,24 <b>occasionally</b> 10:12 12:10 116:12 120:24 <b>occasions</b> 46:20 <b>occupied</b> 99:25 <b>occur</b> 69:19 <b>occurred</b> 51:8 109:4 138:7 <b>october</b> 22:5 24:24 25:4,7 39:8 42:24 114:4 161:8 <b>offending</b> 126:25 <b>offer</b> 99:23 <b>offered</b> 99:19 <b>offhand</b> 74:7 <b>office</b> 9:17 10:3,23 14:3 33:21,23 34:22 35:23,24 38:14 49:22 50:9,18,25	51:4,10,12 53:2 57:20 58:17,18,19 58:21 59:10 68:13 68:22 69:17,20,21 69:25 70:12,13,16 72:12 75:6 77:10,14 77:19 78:8,11,16,20 78:25 79:3,4,5,7,8 79:10,12,13,17,20 80:9 81:15 82:11,21 82:25 83:16 84:2,9 98:8,22 100:24 105:24 106:5,10,15 112:9,13,22 113:21 114:3,7 115:12 116:9 117:13 118:6 118:15 122:23 123:2 129:24 130:5 130:24 132:22 133:6,9,13 134:7 136:4,12 137:3,7 138:18 139:13,19 139:23,24 140:6 142:5 143:6,21,21 143:23 144:13 145:10 149:21 150:25 151:2 153:15 <b>offices</b> 1:21 9:21,23 49:2 66:22 105:13 113:14 134:9,25 <b>official</b> 153:20 154:12 155:6 161:24 <b>oh</b> 42:24 104:20 139:3 159:2 <b>okay</b> 6:3 14:5 16:2 18:14 24:17 28:19 30:19 31:25 40:15 42:21 43:6,22 53:9 63:24 76:13 84:12 86:16,23 89:7 95:20 100:3 113:22 128:9 130:14	<b>older</b> 46:14 76:11 <b>once</b> 70:2 119:2 <b>ones</b> 49:10 127:15 154:13 <b>open</b> 72:4 84:8 87:14 <b>opened</b> 9:17 10:3 11:15 <b>opening</b> 113:5 114:14,23 <b>opinion</b> 54:10 73:11 158:21,23 <b>opinions</b> 154:16 <b>opposing</b> 56:3 <b>order</b> 5:21,25 18:3,9 59:25 60:5 64:3 99:9 102:20 125:5 125:19,21 153:21 155:6 161:24 <b>ordered</b> 123:22 <b>orders</b> 59:22 60:21 61:4,12 64:25 <b>organization</b> 109:23 <b>organizations</b> 104:2 110:8 <b>original</b> 3:21,25 61:13 <b>outcome</b> 163:15 <b>outside</b> 46:18 72:11 78:11,16 81:17 133:9,11 <b>outstanding</b> 71:10 71:13 102:7 103:5 103:10 <b>overwhelming</b> 68:19 <b>overwhelmingly</b> 103:24 <b>ownership</b> 34:23 35:5 36:6
<b>o</b>			
<b>o'clock</b> 136:10 <b>oath</b> 96:20,22 149:7 <b>object</b> 3:8,12 14:19 46:11 58:3,4 87:11 93:17 133:3,4 152:23 <b>objected</b> 36:11 <b>objection</b> 5:22 13:13 16:22,23 19:11 22:19 24:3,4 27:3 27:17 32:8 35:15,19			
			<b>p</b>
			<b>p</b> 2:8 <b>p.m.</b> 159:22

<p><b>p.m..</b> 130:17,19</p> <p><b>package</b> 21:12</p> <p><b>page</b> 18:3,5,16 21:25 22:5,8 23:24 41:20,22 125:7,13 147:22 159:24 161:3,6,8,9 162:2 164:5</p> <p><b>pages</b> 24:14</p> <p><b>paid</b> 70:22</p> <p><b>papers</b> 39:21 44:13 50:19 53:4 106:8</p> <p><b>paragraph</b> 18:17 25:14 39:4,15 42:12 42:17,18,23 43:22 44:20,24 85:4,13 86:20,21 88:17 89:9 89:13,15 90:7,8,19 90:21 92:5,9,10 93:12,14 95:11</p> <p><b>paragraphs</b> 84:14 85:23 86:8 88:25 92:3</p> <p><b>paralegals</b> 110:11</p> <p><b>parameters</b> 123:22</p> <p><b>paraphrasing</b> 28:16</p> <p><b>pardon</b> 41:14</p> <p><b>parenthetically</b> 75:24</p> <p><b>park</b> 1:22 2:18</p> <p><b>part</b> 3:7 11:3,18 17:18 47:3 94:25 100:10,23 106:23 112:17 114:8 122:8 141:24 153:10 154:2</p> <p><b>participate</b> 122:14</p> <p><b>participated</b> 122:18</p> <p><b>participation</b> 53:8</p> <p><b>particular</b> 13:5 15:21 59:22 60:3 83:20 110:6,24 124:9 127:20</p> <p><b>particularly</b> 76:6</p>	<p><b>parties</b> 3:4 163:13</p> <p><b>partner</b> 1:7,8,9,11 1:12 30:21,21,22,24 31:2 33:2 35:16 36:3,20,24 37:14 43:17,18,19 53:12 53:17 56:20,24 66:14 71:6 108:2,2 108:9,13,16,22 109:3 121:13 123:15 126:9 127:2 142:20 143:24 156:9,11</p> <p><b>partners</b> 11:9 24:25 26:20 30:6,8,11,14 30:16,16,18 31:5,8 31:11,17 32:11,14 32:17 34:25 35:5 53:4,7 54:3,4 55:15 55:16,17,19,20 57:23,24 58:2 65:9 65:20,21,24 66:2,6 66:7,18,19 67:2,5,8 67:10,14 69:14 73:4 76:24 77:4 97:24 106:14 107:22,23 108:4,5 119:9 120:17 121:6,7,14 122:14,15 123:7 128:15,16 140:10 144:18 156:13</p> <p><b>partnership</b> 33:6,8 33:12 34:3,12,18 35:5 36:13 37:6 47:4,6,8 48:25 50:12,17,19 51:7,9 51:14 53:5,16 54:14 54:20,20 55:13,14 56:12,13,15 57:7,12 70:3 71:16,21,24 72:16,18 101:10 108:25 109:2 123:8 137:20 140:11 156:17 162:3</p>	<p><b>pasquale</b> 85:9,18 89:23 90:14 91:2</p> <p><b>pause</b> 15:10 124:23</p> <p><b>pay</b> 17:17 100:24 110:14 119:23</p> <p><b>paying</b> 20:19 76:5 100:19</p> <p><b>payment</b> 101:7,22</p> <p><b>pays</b> 20:9</p> <p><b>pending</b> 56:2</p> <p><b>pension</b> 121:19 122:14,16</p> <p><b>percent</b> 12:13,14 35:3 104:17,22,23 109:10</p> <p><b>percentage</b> 12:12 104:15</p> <p><b>period</b> 11:7 46:7 64:10 101:15 105:3 120:8 121:9 122:3 125:19 126:6,8,12 127:25 128:18,20 129:17 141:4</p> <p><b>periods</b> 124:10</p> <p><b>person</b> 31:23 110:25 121:24</p> <p><b>personal</b> 10:15 54:11 72:11 110:17 110:19 149:20 150:5</p> <p><b>personally</b> 38:16,18 59:11 72:10 123:11 123:13 126:14</p> <p><b>personnel</b> 35:25</p> <p><b>philadelphia</b> 15:5 15:18 16:4,9,12 17:3,7,23 20:13,14 20:21 161:4</p> <p><b>philadelphia's</b> 17:7</p> <p><b>phone</b> 77:12 78:14 133:21 153:15</p> <p><b>phrase</b> 35:13 68:20 95:25</p> <p><b>physically</b> 49:2 70:4 70:7,11</p>	<p><b>pi</b> 12:8</p> <p><b>pick</b> 69:24 70:15 138:25</p> <p><b>picked</b> 69:18</p> <p><b>piece</b> 143:12</p> <p><b>place</b> 5:3 70:19 80:7 80:9 141:14,15</p> <p><b>plaintiff</b> 1:5,20 2:5 5:12 18:18 19:5 34:2 59:14 62:6 85:8,16 89:21 90:12 90:24 112:14 116:21 158:15</p> <p><b>plaintiff's</b> 10:13 14:7 15:7 18:17 22:3,8 24:19 25:6,8 37:24 40:16,19,22 40:25 41:3 42:22 43:23,24 44:6 84:13 85:22 88:7 91:19,21 104:5,24 107:13 111:3 115:11 116:13,17 118:6 143:9,11 147:6 152:21 161:3</p> <p><b>plaintiffs</b> 104:25 105:10,15,24 106:12,21 112:7,20 115:16,20 116:9 152:16 155:8</p> <p><b>plan</b> 122:16</p> <p><b>please</b> 6:3 7:25 8:6 8:14 9:10 11:21,22 15:13 22:11 25:2,16 37:25 41:4 43:24 58:24 60:8 100:13 124:15 125:8 143:11 145:16 148:20</p> <p><b>plus</b> 11:2 20:20 26:24 32:15,20 33:6 37:8</p> <p><b>point</b> 11:11 13:8 74:13 83:7 121:21 123:25 148:16</p>
--	--	---	--

150:3 155:4 <b>pointing</b> 86:3 <b>police</b> 139:9,11 150:7,13 151:14 <b>policies</b> 23:20,22 26:19 64:6 65:6 128:6 <b>policy</b> 17:12,21 18:20 19:7 20:3,5 21:12 23:11,13 25:19,25 26:4,9,15 <b>pollack</b> 1:9,10,10,10 1:11,11,12,12,13,13 1:13,13 45:9,9,10 45:11 85:7,7 89:20 89:20 90:23,23 91:14,14,14,15,15 91:16,17,17,18,18 91:22,23,23,24,24 91:24,25,25 92:2,2 92:13,14 112:2,2 143:25,25 161:17 161:17,17,18,18,18 161:19,19,19,20 <b>portion</b> 18:2 23:13 34:19 103:4,9 125:3 <b>portions</b> 23:6 <b>position</b> 73:16,17 <b>positions</b> 9:3 <b>possibility</b> 104:6 140:11 <b>possible</b> 138:11 <b>possibly</b> 117:17 144:13 <b>potential</b> 158:8 <b>ppid</b> 92:7,8 93:13 111:24,25 131:19 143:24 144:4 <b>practice</b> 7:7,9 9:19 10:6 11:25 13:23 34:11,17 39:12 43:4 45:19 46:4 69:5 103:18,22,23 112:8 112:21 127:5	<b>practices</b> 128:6 <b>practicing</b> 159:3 <b>practitioner</b> 10:4 119:6 <b>precipitated</b> 49:16 <b>preliminary</b> 119:15 <b>premises</b> 78:5 98:23 <b>prepare</b> 65:15 <b>prepared</b> 39:21,25 41:12 47:24 50:15 53:3 65:13 71:8 99:7 138:10,13 <b>preparing</b> 53:4 <b>present</b> 2:22 58:18 148:4 155:13 <b>presently</b> 79:12 <b>president</b> 9:5,6,14 <b>presidents</b> 9:12 <b>previous</b> 23:14 47:14 67:7 127:15 133:21 135:14 <b>previously</b> 49:20 50:23 57:18 66:9,18 84:13 85:22 88:16 95:21 116:8 130:21 137:25 138:16 146:20 <b>primarily</b> 10:8 12:5 <b>primary</b> 21:9,10,11 21:18,20 26:24 <b>prior</b> 8:8 31:5 32:12 43:16 58:12 64:25 101:10 105:4,6 107:20 108:19 109:5 118:10 130:21 140:9 141:19 <b>probable</b> 138:11 <b>probably</b> 24:9 42:9 52:23 101:4,16,17 135:12 146:18 147:3 <b>problem</b> 14:16 77:7 100:2	<b>procedure</b> 35:24 <b>procedures</b> 64:7 <b>proceeded</b> 51:7 <b>proceeding</b> 13:2 147:11 <b>proceedings</b> 97:22 137:11 <b>proceeds</b> 17:11 <b>process</b> 57:8 73:6 122:20 <b>produced</b> 64:13 <b>production</b> 34:3 48:4 59:15 62:14 <b>professional</b> 1:24 <b>profit</b> 121:14 <b>profits</b> 121:7,12 <b>prohibit</b> 63:9,19 <b>prompted</b> 51:18,22 <b>proper</b> 63:15 <b>properly</b> 82:7 121:3 145:7 <b>prostitutes</b> 133:13 <b>protect</b> 17:12 61:18 <b>provide</b> 21:14 23:8 23:11 64:5 <b>provided</b> 3:6,23 56:14 <b>provides</b> 25:18,24 26:8,14 <b>provisions</b> 65:17 <b>public</b> 1:24 3:18,19 5:6 147:19 160:7 163:5 164:24 <b>published</b> 53:19,22 <b>purposes</b> 26:21 72:9 92:7 111:16 <b>pursuant</b> 1:20 5:20 125:19 149:17,19 <b>put</b> 38:22 39:19 40:3 66:11 80:14 91:3,8 92:19,20 122:7,9 154:13 <b>putting</b> 122:10	<b>q</b> <b>quarter</b> 147:2 <b>question</b> 3:9,12 8:13 13:14 19:12 27:4 28:18 32:9 38:15 45:23 46:12 64:4 69:12 78:3 87:14,18 93:25 103:16,21 108:21 113:22 116:5 118:25 124:11 134:12 142:8 153:13 157:15 158:2,3 <b>questioned</b> 133:20 <b>questions</b> 5:14,16 5:17 28:8 64:22 94:23 <b>quick</b> 153:13 <b>quite</b> 12:15 145:19 <b>quotes</b> 80:14,16
<b>r</b>			
<b>r</b> 5:2 11:20,23 85:18 144:24,25,25 <b>rainmaker</b> 68:21 <b>raised</b> 62:15 <b>ran</b> 34:19,22 75:9 119:17 <b>rationale</b> 32:25 <b>rationality</b> 28:11 <b>reached</b> 119:21 <b>read</b> 18:11,25 23:17 25:14 26:22 38:19 39:3,4 42:11 61:11 84:13,17,18,20,22 84:24,25 85:2 86:11 86:16 89:7,17 90:3 92:8 93:23 95:5,13 124:5 125:21 152:8 152:12 154:15 156:5,7,8,18,21,24 159:17 <b>reading</b> 81:3 92:16 93:19,23 95:11			



<b>reads</b> 18:17 <b>realize</b> 152:18 <b>realized</b> 50:5 99:22 152:22 <b>really</b> 144:20 146:10 <b>reason</b> 43:15 99:12 99:19 114:13 117:7 117:15 118:3 123:19 125:25 127:15 138:19 144:3 164:5 <b>reasons</b> 45:25 72:8 127:14,21 <b>recall</b> 22:12,15 39:15 40:5 53:21 56:14 62:21 63:14 65:12 74:7 80:13,16 101:12,14 130:3,11 132:18 143:5 150:11 <b>receivables</b> 71:11,20 102:2 103:5 <b>receive</b> 38:7,10,11 56:7,10 107:12 <b>received</b> 23:3 61:6 71:4 114:21,24,25 135:25 <b>receiving</b> 22:12,15 <b>receptionist</b> 122:23 <b>recess</b> 60:9 112:5 130:16 151:23 <b>recognized</b> 50:5 80:7 114:10 <b>recollection</b> 39:20 40:11 45:17 63:7,12 65:16 145:3 148:11 149:13 152:13 <b>recommended</b> 35:23 <b>record</b> 6:4 16:19 18:4,25 27:18 28:5 28:17 62:12 64:24 83:25 84:17,21 85:3 87:24 94:9,9 95:6 145:15 149:5	152:21 163:10 <b>recorded</b> 80:25 <b>records</b> 74:8 83:10 83:15 117:8,24 118:9 134:6 <b>recurrence</b> 99:15 <b>reduce</b> 102:20 103:4 <b>rees</b> 2:10 <b>refer</b> 56:22 62:21 106:22 112:15 116:13,20,22 <b>referral</b> 106:16 107:5,13,14 <b>referred</b> 62:19,25 63:15 105:11,14 106:14 117:14,25 118:4 143:22 <b>referring</b> 111:18 <b>refers</b> 63:18 <b>reflection</b> 80:8 114:11 <b>refresh</b> 145:3 148:11 <b>refused</b> 17:3 21:13 47:22 49:23 50:16 51:13 138:14 <b>regard</b> 56:15 62:22 99:25 115:10 122:5 148:14 157:3 <b>regarding</b> 5:14 13:16 64:8 98:16 99:10 112:2 132:23 137:4,21 150:8,13 150:18 151:3,14,24 158:9,16 <b>regards</b> 64:3 82:6 <b>registered</b> 1:23 <b>regularity</b> 77:18 <b>related</b> 128:6 163:12 <b>relating</b> 59:22 64:6 124:8 <b>relations</b> 63:20 72:5 72:11	<b>relationship</b> 72:13 72:15,25 73:3 <b>relevant</b> 128:17,19 <b>relied</b> 57:11 <b>rely</b> 71:24 <b>remain</b> 84:8 <b>remained</b> 44:25 78:19 <b>remaining</b> 7:18,25 <b>remember</b> 31:24 63:10,17,21,24 66:10 101:3 132:15 137:14 145:4,23 <b>removed</b> 138:17,19 139:2 <b>remuneration</b> 71:2 71:4 <b>rent</b> 66:21,25 102:11,12 <b>repeat</b> 69:12 71:18 <b>repeated</b> 82:24 <b>repeating</b> 55:22 <b>rephrase</b> 33:18 35:4 <b>replaced</b> 77:22 <b>report</b> 49:18 114:9 150:7 151:13 <b>reported</b> 80:6 137:24 <b>reporter</b> 1:24 5:6,17 81:17 82:2 148:3 163:5 <b>reporting</b> 164:2 <b>reports</b> 80:4,5 <b>represent</b> 85:8,16 89:21 90:12,24 <b>representation</b> 112:24 <b>represented</b> 73:18 73:21 96:23 104:12 104:14,21 149:15 <b>representing</b> 100:12 104:2 110:24 112:14 <b>represents</b> 90:18	<b>request</b> 124:13 <b>requested</b> 59:20 68:5 <b>requests</b> 61:13 162:2 <b>required</b> 87:3 112:12 113:3 <b>requires</b> 55:24 <b>research</b> 159:11 <b>reserved</b> 3:11,15 <b>residing</b> 5:3 <b>resign</b> 53:10,17 <b>resigning</b> 53:14 <b>resolve</b> 36:10,16 <b>resolved</b> 36:12 70:21 73:12 99:6,7 <b>respect</b> 30:25 64:7 <b>respective</b> 3:4 <b>respectively</b> 8:6 <b>responded</b> 39:16 59:20 <b>response</b> 38:22 39:14 87:18 <b>responses</b> 5:16,19 39:18 <b>responsibilities</b> 72:19,20 <b>responsibility</b> 35:18 56:5 <b>responsible</b> 56:16 102:8 <b>responsive</b> 64:12 <b>rest</b> 152:16 <b>result</b> 16:21 17:5,9 17:17 33:24 34:10 48:15 58:9 68:8,11 68:15 152:2 156:16 <b>resulted</b> 99:5 <b>retain</b> 47:16 108:14 108:22 109:13,20 110:3,8,16 111:19 <b>retained</b> 68:3 85:6 85:15 86:8 87:5 89:19 90:11,23 92:12,24 106:4
--	---	--	---

109:17 110:19 111:3,8 116:12,16 116:20 <b>retainer</b> 110:21 111:10,12,14,17,23 112:8,21 113:5,6 114:14,21 115:2 117:12 <b>return</b> 3:21 <b>review</b> 148:21 <b>richard</b> 74:11,12 <b>right</b> 3:8 8:17 13:10 14:24 15:23 28:3 29:5 33:25 35:3 40:15 41:16 55:21 55:24 59:9 61:8 63:3 74:10,19 95:17 96:7 118:23 123:4 123:14 125:9,16 130:25 132:11 136:6 149:18 154:15,18 158:5,11 159:15,16,18 <b>rights</b> 3:6,23 <b>robert</b> 150:16 151:7 <b>ron</b> 106:2 <b>ronald</b> 105:13 106:22 107:5 <b>rule</b> 3:23 <b>rules</b> 3:7 <b>run</b> 75:23	157:6,8 <b>saying</b> 5:25 61:15 91:10,11 92:18 95:14 115:18 <b>says</b> 18:24 28:17,17 41:16 42:19 89:8 90:18 94:2,4,5,6,6 94:10 115:19 <b>scan</b> 15:9 <b>scenario</b> 116:24 <b>scene</b> 139:5 <b>scheduled</b> 46:25 <b>school</b> 6:19,21,23,24 8:9,15,19,22 <b>scope</b> 61:13 <b>screen</b> 80:14 <b>second</b> 11:21 30:20 52:25 80:3 135:17 <b>secretary</b> 76:16,18 119:4 125:14 <b>section</b> 140:14 141:24 <b>secured</b> 18:19 19:5 <b>see</b> 6:2 52:12 61:12 61:17 81:2 83:20 88:5 124:20 125:12 135:8 136:15 150:7 154:25 155:2 <b>seen</b> 50:10 71:3 88:9 94:15 136:7 149:3 149:10,12 155:9,17 155:19,25 156:3 <b>segment</b> 52:25 135:7,16,18 136:16 <b>self</b> 12:7 103:25 110:6 <b>send</b> 48:6 110:11 111:18 <b>sent</b> 48:5 <b>sentence</b> 18:11 <b>separate</b> 13:12,15 154:5,19 155:5 <b>september</b> 30:9,10 39:7 42:24 54:3 113:24 143:13	<b>series</b> 5:13 28:8 <b>served</b> 38:14,14,16 57:6 122:20,22 123:4,6 <b>service</b> 57:7 123:9 123:12 <b>session</b> 130:18 <b>set</b> 36:24 163:9,16 <b>sets</b> 40:24 <b>settled</b> 99:11,12 101:7,20 <b>settlement</b> 14:18 100:23 <b>sex</b> 153:10 <b>sexual</b> 62:18 63:5,9 63:20 64:8,9 78:22 126:2,2,2,3,9,14 142:9 <b>sexually</b> 82:7 98:7 134:9,24 136:18 <b>sheet</b> 148:25 153:4 164:2 <b>shell</b> 58:5 <b>shiva</b> 141:3 <b>short</b> 143:3 156:18 <b>shorthand</b> 5:5 163:5 <b>shortly</b> 142:18 <b>show</b> 50:5 52:9,11 87:25 120:13 134:19 135:15,24 136:3 <b>showed</b> 52:25 <b>showing</b> 124:14 <b>shown</b> 15:11 150:10 <b>sick</b> 127:7,16 <b>sickness</b> 99:21 <b>sign</b> 110:20 111:12 111:14,17 <b>signature</b> 22:7 23:24 159:24 161:9 <b>signed</b> 41:24 42:3,9 108:11 <b>signing</b> 108:7 <b>simple</b> 18:15	<b>simply</b> 110:9 117:20 129:10 <b>singh</b> 60:6 61:21 62:8 128:7 <b>sir</b> 7:14,17 <b>sit</b> 72:21 <b>sitting</b> 61:15 <b>situation</b> 49:21 99:18 <b>six</b> 77:19 157:4 <b>sixteen</b> 9:4 <b>skill</b> 33:2 <b>small</b> 119:6 121:23 <b>social</b> 72:13 <b>socialize</b> 45:20,24 46:5,17,18 <b>solicited</b> 110:5 <b>solo</b> 10:4,17 <b>son</b> 7:22 50:2 76:4 82:16,17 <b>son's</b> 46:14 76:11 106:5,10 <b>sons</b> 131:15 132:9 <b>soon</b> 54:18 <b>sorry</b> 7:16,20,22 13:6 16:3,16 17:24 21:12 39:23 44:17 48:8,20 55:22 60:17 75:13 86:12 100:3 135:10 140:16 149:14 155:24 <b>sort</b> 14:18 84:10 106:6 124:9 <b>sought</b> 13:20 <b>south</b> 5:3 141:15 <b>southern</b> 7:12 <b>space</b> 29:25 31:21 66:10,21 <b>speak</b> 52:2 137:10 <b>speaks</b> 22:20 27:19 43:9 91:7 94:6 <b>special</b> 150:17 <b>specific</b> 63:23 65:17 109:25
<b>s</b>			
<b>s</b> 5:2 59:2 164:5 <b>salary</b> 36:22 37:19 37:20 43:20 <b>sanchez</b> 58:23 59:2 79:11 136:11 <b>sandy</b> 14:2 33:24 <b>saw</b> 46:23 49:18 50:4,8 51:21 52:8 52:10,24 80:3 114:11 135:6,14,15 135:17,24 136:13 136:16,20 156:4			

<b>specifically</b> 54:6 64:3 124:13 <b>speculate</b> 62:4 86:2 <b>speculation</b> 36:9 115:15 134:13 <b>spell</b> 58:24 145:15 <b>spelled</b> 81:2 <b>spelling</b> 144:23 145:2 <b>spend</b> 65:2 <b>spending</b> 10:21 <b>spiga</b> 66:8 <b>spite</b> 75:12,19 <b>split</b> 69:10,14 71:10 71:13,19 <b>splitting</b> 71:23 <b>spoke</b> 136:4 137:15 <b>spoken</b> 148:10 <b>squad</b> 150:17 <b>st</b> 2:7 <b>staff</b> 47:13 51:5 118:23,23 119:5 127:6,6 <b>stage</b> 119:21 <b>stand</b> 16:16 <b>start</b> 27:25 41:2 53:4 154:3 <b>started</b> 9:2 11:18,24 27:15 45:18 <b>starting</b> 6:21 <b>state</b> 1:2,25 6:3 7:5 7:8 57:12 163:6 <b>stated</b> 89:16 127:21 <b>statement</b> 19:23 111:9,22 113:5,6,10 114:14,22,23 115:2 <b>statements</b> 80:15 112:8,22 <b>states</b> 7:10 42:23 89:6 90:9 <b>stating</b> 87:18 <b>stationary</b> 143:7,12 149:21 161:21 <b>stations</b> 52:21	<b>status</b> 117:17 <b>statute</b> 159:17 <b>stay</b> 12:2 28:23 29:21 70:13 <b>stayed</b> 12:3 <b>steven</b> 131:17 <b>stick</b> 128:2 <b>stipulated</b> 3:3 4:3 <b>stipulations</b> 3:2 <b>stop</b> 130:13 154:3 159:19 <b>stopped</b> 77:3 122:10 <b>story</b> 52:22 <b>street</b> 2:12 29:8,10 29:17,22 57:20 123:3 129:21 141:22 <b>stricken</b> 87:22 <b>strike</b> 3:10,13 87:6 87:19,22 <b>striking</b> 87:12 <b>structure</b> 34:23 36:7 <b>subject</b> 60:20 96:10 124:18 <b>submission</b> 54:16 <b>submitting</b> 40:23 <b>subpoena</b> 5:21 137:17 149:17,19 <b>subpoenaed</b> 96:16 137:12 146:21 <b>subscribed</b> 160:4 164:22 <b>subsequent</b> 8:8,10 <b>subsequently</b> 62:16 <b>substance</b> 22:18 23:5 <b>substitution</b> 55:25 <b>substitutions</b> 57:2 <b>successful</b> 16:24 <b>successor</b> 65:19 <b>sue</b> 123:18 125:24 <b>suggest</b> 154:4 <b>suits</b> 127:3 <b>sum</b> 22:17 23:4 120:25	<b>summer</b> 38:12 132:17 <b>summons</b> 37:21 38:3 161:10 <b>support</b> 119:5 <b>supreme</b> 1:2 7:10 16:24 <b>sure</b> 18:12 37:10 62:2 124:21 130:4 130:15 131:18 137:24 143:4 <b>surmise</b> 28:7 <b>suspended</b> 67:24 152:14 <b>suspension</b> 153:21 155:6 157:3 161:24 <b>sutton</b> 5:3 141:14,15 <b>swearing</b> 41:18 <b>sworn</b> 3:17 5:5 160:4 163:9 164:22	<b>tell</b> 9:9 12:11 15:12 16:20 21:6 22:17 38:2 43:23 47:14 51:8 65:5 81:9,16 81:25 94:12 113:17 146:12 <b>telling</b> 94:13 134:2 <b>ten</b> 105:7 120:9,18 121:10 122:4,5,15 <b>tenant</b> 105:13 <b>terminate</b> 49:5 <b>terminated</b> 48:2,25 59:8 <b>terminating</b> 51:6,9 <b>termination</b> 48:4 58:10 162:5 <b>terminology</b> 83:3 <b>testified</b> 5:7 8:16 25:8 27:14,23 28:12 31:3 32:22 36:2 40:13 44:12 51:18 57:18 88:16 95:21 96:14 97:4,8,11,19 97:25 98:19 116:8 116:11 130:10,21 137:25 138:16 139:22 146:20 147:24 <b>testify</b> 18:8,13 88:4 96:16,18 98:4 102:15,19,24 137:11 146:22,25 154:10 157:23 <b>testifying</b> 22:14,24 95:10 157:19 <b>testimony</b> 3:10,13 16:13 23:15 25:12 27:18 32:12 43:16 95:8 96:21 103:13 139:18 147:13 148:7 163:8,11 <b>thank</b> 23:14 89:12 <b>thanks</b> 19:25 <b>thing</b> 18:15 44:3 83:2 96:2 100:9
		<b>t</b>	
		<b>t</b> 5:2 11:20,22 145:18 <b>table</b> 80:7 114:12 <b>take</b> 5:17,18 6:25 14:22 34:7 36:22,25 37:5,18,20 42:13 60:7 78:19 120:25 121:3 145:25 148:19 151:20 <b>taken</b> 1:20 37:3 60:9 80:9 112:5 130:16 148:7 151:23 <b>talk</b> 61:25 62:10 72:21 82:5 151:21 <b>talking</b> 18:5 46:8,9 52:17 96:2 <b>tape</b> 52:8,10,19 80:25 134:18 135:7 135:14 136:21 <b>telephone</b> 82:19 <b>television</b> 49:19 50:5,8,11 52:11,21 81:8 114:9	



<b>things</b> 28:8 35:22 50:7 78:14 124:6,9 <b>think</b> 31:20 48:20 56:13 67:17 78:17 79:15 101:4 108:17 122:12,16 128:3 131:17,18 140:23 <b>thinking</b> 144:15 <b>third</b> 131:18 <b>thomas</b> 66:3 <b>thought</b> 120:13 125:11 157:2 <b>thoughts</b> 156:20,23 <b>threat</b> 102:15,19 103:4,9 <b>threaten</b> 102:23 <b>three</b> 67:17 68:5,11 77:5 131:15 132:9 142:18,21 <b>thursday</b> 52:9,23 135:9,11,13,15,17 135:23,23 136:24 <b>tie</b> 36:6 <b>time</b> 8:18 9:11 10:21 10:24 11:3,18,19 28:5 29:9 31:16 32:17 37:4,4,18,20 40:25 42:3 45:18 46:16,23 47:2,5 54:3 60:16 64:14 65:2 70:18 72:3 74:13,17 75:5 76:16 77:16 80:10 81:18 93:4,8,10,15 95:19 96:20 97:7,22,24 99:16,24 100:17 101:14 105:3,11,19 105:22 109:11 120:7 121:9 122:3,8 122:24 123:4,5 125:18 127:20,25 128:18,19 129:10 129:17 130:16,18 131:4 133:15,17 134:23 136:23,25	140:21 141:7,11 142:16 143:4,24 146:7 156:12 159:22 <b>times</b> 39:8,10 42:25 43:2 131:2 <b>today</b> 5:20 46:22,23 54:21 58:6 93:5,8 93:15 <b>told</b> 40:7 47:11 48:25 50:8,11 51:6 52:15 54:19 69:21 69:22 70:3,11 78:17 81:15,18 99:20 106:21 108:16 122:25 127:15 135:19 136:16 137:12 156:19 <b>tomorrow</b> 159:19 <b>top</b> 114:12 <b>total</b> 21:23,23 27:7,8 79:15 <b>touching</b> 132:23 <b>trainee</b> 9:2 <b>transcript</b> 31:22 80:24 81:3 87:23 124:17 147:4,8,10 147:21 148:6,22 149:10,12 159:23 161:22 163:10 <b>transcripts</b> 61:12 <b>transfer</b> 55:10 57:2 67:12 68:6 <b>transferred</b> 55:11 55:12 67:19 68:11 115:12,23,25 116:3 <b>traveler's</b> 21:7,16 21:23 22:2,6 23:8 23:17 24:24 25:9,12 25:17,23 26:7,13 161:7,9 <b>traycee</b> 2:20 <b>trial</b> 3:15 11:4 33:3 34:19 85:6,15 89:19 90:11 92:12,25 99:7	99:24 105:20,23,25 106:6,10 111:3,8,16 111:20 127:19 <b>trick</b> 43:11 <b>tried</b> 27:12 <b>true</b> 20:12,14 91:9 91:10,12 93:19,21 163:10 <b>trust</b> 121:23 <b>truth</b> 41:19 <b>try</b> 14:3 105:21 <b>trying</b> 43:10 77:10 <b>tuesday</b> 133:18 147:23 <b>turn</b> 60:24 107:8 <b>turned</b> 60:14,24 77:13 136:20 <b>two</b> 7:18,24 9:13 14:4,6 40:24 54:23 59:19 78:18 107:22 153:18 154:4,19 155:4 <b>type</b> 52:17	<b>unpleasant</b> 78:12 <b>unwanted</b> 142:9 <b>upset</b> 98:21 <b>use</b> 14:11 64:14 68:20 83:3 102:14 102:18 103:3,8,12 110:7 125:9,13 149:20
			<b>v</b>
			<b>v</b> 1:6 5:2 145:18 164:3 <b>vacate</b> 98:22 <b>vacation</b> 127:10,16 <b>vague</b> 129:8 <b>valentine</b> 145:13,17 146:15 <b>variety</b> 9:3 <b>venued</b> 85:10,18 89:24 90:15 <b>verbal</b> 5:15 <b>verification</b> 41:20 41:22,24 42:3,10 <b>verified</b> 37:21 38:3 38:25 40:17,20 41:5 41:7,17 42:7 43:25 44:16,18,21 86:14 92:11 93:14 161:10 161:12,13 <b>verify</b> 38:24 <b>veritext</b> 164:2 <b>versus</b> 85:9,18 89:23 90:14,25 154:12 <b>vice</b> 9:5,6,11,13 <b>victims</b> 150:17 <b>viewed</b> 134:18 <b>virtually</b> 105:14 <b>visit</b> 81:2 133:13 <b>voluntarily</b> 137:18
			<b>w</b>
			<b>w</b> 1:23 163:4,20 <b>waiting</b> 10:23 82:2 <b>waived</b> 4:2 <b>waiver</b> 3:14,23

<b>walk</b> 131:6 <b>wall</b> 29:17,21 57:20 123:3 129:21 <b>want</b> 14:23,25 16:18 18:11,15,23,24 19:15 31:23 42:13 60:7,12 64:15 65:2 67:19 84:18 86:11 89:17 93:23 94:8,9 118:5 122:13 124:5 124:21 125:12 130:13 137:16 138:21,23 148:10 151:20,21 154:11 154:23 159:6,18 <b>wanted</b> 35:22,24 36:11 69:21,22 107:9 110:9,12 111:19 153:2 154:12 <b>wasting</b> 10:24 <b>watched</b> 52:22 135:16 <b>way</b> 50:12 56:23 63:15 113:16,25 115:9 128:23 143:10 163:14 <b>ways</b> 47:3 <b>we've</b> 79:7 <b>wedding</b> 46:14,15 46:16 76:11,12 <b>wednesday</b> 52:10,20 134:19 135:7 136:2 136:10 <b>week</b> 36:25 49:19 70:5,7,14 78:5 113:17 <b>weekend</b> 81:25 133:19 <b>weeks</b> 77:19 <b>went</b> 6:21 8:15,19 36:14 49:21 50:25 52:7,13 82:21,22 83:9,16 128:21 136:23 140:21	141:9,11 <b>whatsoever</b> 97:14 <b>whereof</b> 163:16 <b>whichever</b> 119:13 <b>wife</b> 7:15 76:8 99:17 132:10 142:10 <b>wife's</b> 75:10 131:12 141:3 <b>willing</b> 110:14 137:11 <b>winding</b> 55:4,7 56:11,15,16,20,24 69:9 71:6 73:6,14 98:24 100:4,19 <b>wise</b> 35:24,25 <b>withdraw</b> 53:16 <b>withdrawing</b> 25:4 47:25 53:13 54:19 <b>withdrawn</b> 13:7 48:20 49:3 109:25 <b>withdrew</b> 53:12 <b>witness</b> 3:18 4:5 14:11 18:8,10 19:4 19:19 24:5,12 28:12 44:12 54:10 65:3 86:18 87:15,25 94:14 96:17 130:9 138:6 148:23 149:2 149:5,23 154:9,23 159:25 163:8,11,16 164:4 <b>witnessed</b> 145:9 <b>woman</b> 136:18,19 <b>women</b> 142:5,10 <b>woodmere</b> 140:15 140:15,19 <b>words</b> 80:14 <b>work</b> 8:9,21 10:8,10 10:14 11:18 12:9,13 12:14 46:18 66:17 66:25 72:21 99:25 103:24 104:16,18 104:19,20,21,25 105:10,15,24 106:12,13 109:24	110:2,3,5 112:7,20 115:17,20 116:9,16 116:18,19,23 119:15 127:5 132:13 143:6,20 144:6,8 146:16 <b>workable</b> 72:18 <b>worked</b> 8:18 11:2 75:5 98:4 105:11 142:17,20 144:12 146:17 <b>working</b> 77:3 98:7 144:16 146:3,6 <b>works</b> 59:3 <b>write</b> 22:25 24:6 27:12 94:15 <b>written</b> 18:10 <b>wrong</b> 48:21 154:7 <b>wrongful</b> 16:8,11,14 16:14	7:6,13 29:5,5,6,6,11 29:11,12,12,19,19 29:20,20 53:19 57:12 150:24 163:6 164:2 <b>younger</b> 7:18 46:15
			<b>z</b>
			<b>z</b> 11:20,22 59:2 <b>zorn</b> 132:13
		<b>x</b>	
		<b>x</b> 1:3,15 161:2	
		<b>y</b>	
		<b>y</b> 5:2 <b>yeah</b> 159:2 <b>year</b> 6:15 7:3 9:25 10:18,18,19,20 30:9 33:6 37:19 81:21 83:22 145:23 157:17 158:24 <b>years</b> 8:22 9:4,5,13 32:14,15,20 33:9 37:8 65:4 72:16 73:4 77:5 79:3,9,16 79:18 105:8,12 120:9,19 121:10,20 122:4,5,10,15 142:18,21 145:19 145:21 146:16 156:10,14 159:4 <b>yelling</b> 78:14 <b>yeshiva</b> 141:9 <b>york</b> 1:2,2,22,25 2:13,19 5:4,4 6:14	