

1 IN THE CIRCUIT COURT OF THE FIFTEENTH JUDICIAL CIRCUIT  
2 IN AND FOR PALM BEACH COUNTY, FLORIDA

3 CIVIL DIVISION

4 CASE NO.: 50 2004 CA 006138 XXXX MB AO

5 STEWART TILGHMAN FOX & BIANCHI, P.A., et al.,  
6 Plaintiffs,

7 -vs-

8 KANE & KANE, LAURA M. WATSON, P.A.  
9 d/b/a WATSON & LENTNER, a  
10 professional corporation; et al.,  
Defendants.

11 \_\_\_\_\_/  
12 DEPOSITION OF: MICHELLE JAVED KANE

13 DATE: Thursday, September 7, 2023

14 TIME: 10:00 a.m. - 11:45 a.m.

15 PLACE: HOLIDAY INN (MARINA DEL MAR RESORT)  
16 99701 Overseas Highway  
17 Key Largo, Florida 33037  
18

19 STENOGRAPHICALLY

20 REPORTED BY: VANESSA OBAS, RPR  
21  
22  
23  
24  
25

<div>Page 2</div> <div> <p>1 APPEARANCES:</p> <p>2</p> <p>3</p> <p>CHARLES W. THROCKMORTON, IV, ESQUIRE</p> <p>4 OF: KOZYAK TROPIN &amp; THROCKMORTON</p> <p>2525 Ponce De Leon Boulevard</p> <p>5 Floor 9</p> <p>Miami, Florida 33134</p> <p>6 cwt@kttlaw.com</p> <p>APPEARING ON BEHALF OF THE PLAINTIFF(S)</p> <p>7</p> <p>8</p> <p>JOHN BRADLEY AGNETTI, ESQUIRE</p> <p>9 OF: HOFFMAN, LARIN &amp; AGNETTI, P.A.</p> <p>909 N Miami Beach Boulevard</p> <p>10 Suite 201</p> <p>Miami, Florida 33162</p> <p>11 john@hlalaw.com</p> <p>APPEARING ON BEHALF OF MICHELLE KANE</p> <p>12</p> <p>13 ALSO PRESENT:</p> <p>14</p> <p>HARLEY NATHAN KANE</p> <p>15</p> <p>16 - - -</p> <p>17</p> <p>18</p> <p>19</p> <p>20</p> <p>21</p> <p>22</p> <p>23</p> <p>24</p> <p>25</p> </div>	<div>Page 4</div> <div> <p>1 PROCEEDINGS</p> <p>2 *****</p> <p>3 THE COURT REPORTER: Please raise your right</p> <p>4 hand.</p> <p>5 Do you solemnly swear or affirm that the</p> <p>6 testimony you're about to give in this cause is the</p> <p>7 truth, the whole truth, and nothing but the truth?</p> <p>8 THE WITNESS: Yes.</p> <p>9 THEREUPON</p> <p>10 MICHELLE JAVED KANE</p> <p>11 was called as a witness and, having first been duly</p> <p>12 sworn, testified as follows:</p> <p>13 THE COURT REPORTER: Thank you.</p> <p>14 May I have everyone's appearance, please.</p> <p>15 MR. THROCKMORTON: Charles Throckmorton for the</p> <p>16 plaintiffs/judgment creditors.</p> <p>17 MR. KANE: Harley Kane.</p> <p>18 MR. AGNETTI: John Agnetti on behalf of</p> <p>19 Michelle Kane.</p> <p>20 MS. KANE: Michelle Kane.</p> <p>21 THE COURT REPORTER: You may proceed, Counsel.</p> <p>22 MR. THROCKMORTON: Thank you.</p> <p>23 Before I start my questions, just to follow up</p> <p>24 on what we just talked about, Mr. Agnetti, you are</p> <p>25 here solely as Mrs. Kane's counsel?</p> </div>
<div>Page 3</div> <div> <p>1</p> <p>2 INDEX</p> <p>3</p> <p>PAGE</p> <p>4 TESTIMONY OF MICHELLE JAVED KANE</p> <p>5 DIRECT EXAMINATION BY MR. THROCKMORTON 5</p> <p>6 CERTIFICATE OF OATH 66</p> <p>7 CERTIFICATE OF REPORTER 67</p> <p>8 ERRATA SHEET 68</p> <p>9 Read &amp; Sign Letter to Witness 69</p> <p>10</p> <p>11 EXHIBITS</p> <p>12 DESCRIPTION PAGE</p> <p>13 Plaintiff's Exhibit Number 1 Fact 7</p> <p>14 Information Sheet</p> <p>15</p> <p>16 REPORTER'S NOTE: Exhibits mentioned above were retained</p> <p>17 by Charles W. Throckmorton, IV, Esquire, at the</p> <p>18 conclusion of the deposition</p> <p>19 -----</p> <p>20</p> <p>21 STIPULATIONS</p> <p>22</p> <p>23 It is hereby stipulated and agreed by and between</p> <p>24 the counsel for the respective parties and the deponent</p> <p>25 that the reading and signing of the deposition</p> <p>transcript be reserved.</p> <p>-----</p> </div>	<div>Page 5</div> <div> <p>1 MR. AGNETTI: That's correct. I don't</p> <p>2 represent Harley.</p> <p>3 MR. THROCKMORTON: Okay. Thank you.</p> <p>4 MR. AGNETTI: And I don't plan on attending his</p> <p>5 depo.</p> <p>6 MR. THROCKMORTON: Okay. All right.</p> <p>7 DIRECT EXAMINATION</p> <p>8 BY MR. THROCKMORTON:</p> <p>9 Q. Good morning, Ms. Kane.</p> <p>10 A. Good morning.</p> <p>11 Q. It's been a while since I've taken your</p> <p>12 deposition, and we have the intervening judgment. So</p> <p>13 I'm going to ask you just a couple of questions just to</p> <p>14 make sure that all my information about your contact</p> <p>15 information, etc., is up to date.</p> <p>16 What is your residence address?</p> <p>17 A. 145 1st Road, Key Largo 33037.</p> <p>18 Q. Okay. And by whom are you currently employed?</p> <p>19 A. Vernis &amp; Bowling.</p> <p>20 Q. Okay. We had some back-and-forth a couple of</p> <p>21 weeks ago about your -- the e-mail address that you want</p> <p>22 us to use on whatever occasions we have to contact you.</p> <p>23 And you had given us an e-mail that was something like</p> <p>24 Shelly by the sea, but that -- when we tried to use</p> <p>25 that, it -- there was a broken link.</p> </div>

<p style="text-align: right;">Page 6</p> <p>1 So could you just tell me, is there a better 2 working e-mail that we should use for you? 3 A. Shellybythesea16@gmail.com. S-H-E-L-L-Y; by, 4 B-Y; the sea, S-E-A; 16@gmail.com. 5 Q. So there's only one E in Shelly; is that right? 6 A. Yes. 7 Q. Okay. All right. 8 Are you still married to -- as of today to 9 Harley Kane? 10 A. Yes. 11 Q. Okay. Are you still in the midst of divorce 12 proceedings with him? 13 A. Yes. 14 Q. Okay. What is the current status of the 15 divorce proceedings? 16 MR. AGNETTI: I'm going to object. This is 17 outside the scope of your deposition in aid of 18 execution. I don't want her discussing anything 19 about the divorce. 20 I'll instruct you not to answer. 21 MR. THROCKMORTON: Well, that's -- that's 22 impossible because I have a judgment against the two 23 of them jointly, and matters having to do with the 24 administration of jointly owned assets are, 25 obviously, integral to the divorce.</p>	<p style="text-align: right;">Page 8</p> <p>1 fact information sheet. It is signed on the third page 2 by Michelle and Harley Kane TBE. 3 Whose handwriting is that? 4 A. That's my handwriting. 5 Q. Okay. And who prepared this fact information 6 sheet? 7 A. This is prepared by Michelle and Harley Kane 8 TBE. 9 Q. Did -- 10 A. I prepared it on their behalf. 11 Q. Okay. Did Mr. Kane -- did Harley Kane have any 12 role in the preparation of this document? 13 A. No. 14 Q. Did you -- did you consult with him at all or 15 get any information from him in connection with the 16 preparation of this document? 17 A. No. 18 Q. Okay. All right. 19 Now, the fact information actually is not what 20 was required by the judgment. The judgment required a 21 fact information sheet from Michelle and Harley Kane as 22 joint tenants by the entirety. 23 A. Uh-huh. 24 Q. Is that what you're saying here in -- let me go 25 to the first page where it says "Name of Entity."</p>
<p style="text-align: right;">Page 7</p> <p>1 MR. AGNETTI: Again, I'm going to instruct you 2 not to answer. Don't discuss anything about the 3 pending litigation. 4 BY MR. THROCKMORTON: 5 Q. Is there a trial date for the divorce? 6 MR. AGNETTI: There's a trial date. There's -- 7 I can answer that for you. There's just -- 8 MR. THROCKMORTON: But I'm -- 9 MR. AGNETTI: Okay. But she's not going to 10 talk about the divorce and the pending litigation. 11 There's a status conference on September 28th. 12 There is no trial date. 13 MR. THROCKMORTON: I'm sorry. September 28th? 14 MR. AGNETTI: Uh-huh. 15 MR. THROCKMORTON: Anything else you want to 16 share about the divorce proceeding, Mr. Agnetti? 17 MR. AGNETTI: No. But you asked me when the 18 trial date was. There isn't one. 19 MR. THROCKMORTON: Well, we'll come back to 20 this problem, but I'll keep going. 21 (Plaintiff's Exhibit Number 1, Fact Information 22 Sheet, was marked for Identification.) 23 BY MR. THROCKMORTON: 24 Q. All right. Then, let's start with Exhibit 1. 25 Ms. Kane, I'll show you Exhibit 1, which is a</p>	<p style="text-align: right;">Page 9</p> <p>1 Are you saying that this is the fact 2 information sheet for you and Mr. Kane as joint tenants 3 by the entirety? 4 A. Yes. 5 Q. So this represents -- so every question in this 6 questionnaire is -- relates to jointly owned assets or 7 joint liabilities? 8 A. Yes. 9 Q. Okay. Whose telephone number is there on the 10 third line, the 394-2001? 11 A. That's my phone number. 12 Q. Okay. Looking at the entry for the gross 13 taxable income, are you saying that you and Harley Kane 14 have not filed joint income tax returns for the last 15 three years? 16 A. The Michelle and Harley Kane TBE has not filed 17 joint tax returns. 18 Q. Okay. Just so I'm clear, have you and Mr. Kane 19 filed a joint return -- forget about the word "TBE" for 20 a minute. 21 Have you filed joint returns or individual 22 returns for the last three years? 23 A. Not joint returns. 24 Q. Okay. When was the last time, if you know, 25 that you and Mr. Kane filed jointly?</p>

<p style="text-align: right;">Page 10</p> <p>1 A. I don't know.</p> <p>2 Q. Okay. But from your previous answers, it's</p> <p>3 more than three years ago?</p> <p>4 A. Yes.</p> <p>5 Q. Okay. So that would be prior to tax year 2020?</p> <p>6 A. Yes.</p> <p>7 Q. The taxpayer identification number there is</p> <p>8 yours?</p> <p>9 A. That's the TBE's tax ID number.</p> <p>10 Q. Okay. And so in this context, when you say</p> <p>11 that's the TBE's tax ID number, are you referring to the</p> <p>12 entity that was originally known as Michelle and Harley</p> <p>13 Kane TBE, P.A.?</p> <p>14 A. Yes.</p> <p>15 Q. Okay. Is that -- does that entity exist today?</p> <p>16 A. It wasn't -- it's an inactive corporation, but</p> <p>17 I don't believe it's been formally dissolved.</p> <p>18 Q. Okay. And that entity changed its name at some</p> <p>19 point to Michelle J. Kane, P.A.; correct?</p> <p>20 A. Yes.</p> <p>21 Q. And at that time, you became the sole</p> <p>22 shareholder of that entity; correct?</p> <p>23 A. Yes.</p> <p>24 Q. Okay. And is that still the case today?</p> <p>25 A. Yes. It's still an active corporation.</p>	<p style="text-align: right;">Page 12</p> <p>1 A. Yes.</p> <p>2 Q. Okay. In the last year, what activity, if any,</p> <p>3 has Michelle J. Kane, P.A., had with respect to its</p> <p>4 ownership interest in Kane Lawyers?</p> <p>5 A. None.</p> <p>6 Q. Okay. I know that -- I know that there's</p> <p>7 litigation pending -- or at least last time I heard,</p> <p>8 there was litigation pending against Mr. Flanagan; is</p> <p>9 that correct?</p> <p>10 A. There was litigation. I dismissed the lawsuit.</p> <p>11 Q. Was that -- was that lawsuit brought in your</p> <p>12 name personally, or was it brought in the name of</p> <p>13 Michelle J. Kane, P.A.?</p> <p>14 A. I don't remember.</p> <p>15 Q. Okay. Well, as I recall, is it correct that</p> <p>16 that lawsuit had to do with allegations that</p> <p>17 Mr. Flanagan was -- was misappropriating assets or</p> <p>18 otherwise dealing unfairly with the other shareholder of</p> <p>19 Kane Lawyers?</p> <p>20 A. Yes.</p> <p>21 Q. Okay. All right.</p> <p>22 So the economic loss that you were trying to</p> <p>23 redress in that lawsuit was the loss of the shareholder,</p> <p>24 Michelle J. Kane, P.A.?</p> <p>25 A. Yes.</p>
<p style="text-align: right;">Page 11</p> <p>1 Q. Okay. Still an active?</p> <p>2 A. Yes.</p> <p>3 Q. Okay. And what is the -- what activities is</p> <p>4 Michelle and Harley -- I guess Michelle J. Kane, P.A.,</p> <p>5 engaged in today?</p> <p>6 A. There's no activity. I don't -- there's no</p> <p>7 cases. There's no work in that -- in that law firm</p> <p>8 anymore, so it's just right now an active corporation,</p> <p>9 but not working for or with that company anymore.</p> <p>10 Q. So just to be clear with the -- the wording,</p> <p>11 it's an active corporation in the sense that it is not</p> <p>12 dissolved?</p> <p>13 A. Yes.</p> <p>14 Q. But it is not an operating entity?</p> <p>15 A. Yes.</p> <p>16 Q. Okay. When was the last time that Michelle J.</p> <p>17 Kane, P.A., was an operating entity actually doing some</p> <p>18 type of business or activity?</p> <p>19 A. I don't recall. I couldn't tell you.</p> <p>20 Q. When you changed the name of the company to</p> <p>21 Michelle J. Kane, P.A., was it still active at that</p> <p>22 time?</p> <p>23 A. Yes.</p> <p>24 Q. Okay. Does that entity still own half of Kane</p> <p>25 Lawyers, PLLC?</p>	<p style="text-align: right;">Page 13</p> <p>1 Q. Okay. And when you say you dismissed the</p> <p>2 lawsuit, was that pursuant to a settlement, or did you</p> <p>3 just simply drop it?</p> <p>4 A. I dropped it.</p> <p>5 Q. All right. Was there any consideration</p> <p>6 received by you or by Michelle J. Kane, P.A., for the</p> <p>7 dropping of the lawsuit?</p> <p>8 MR. AGNETTI: Object to the extent that it</p> <p>9 calls for anything that she personally received.</p> <p>10 Other than that, you can answer.</p> <p>11 The question is, Did the P.A. receive any</p> <p>12 money?</p> <p>13 THE WITNESS: No.</p> <p>14 BY MR. THROCKMORTON:</p> <p>15 Q. Okay. Well, since the --</p> <p>16 MR. THROCKMORTON: Since she testified that the</p> <p>17 economic injury had been -- let me finish.</p> <p>18 MR. AGNETTI: I can make it very simple; okay?</p> <p>19 There's no money exchanged to anyone.</p> <p>20 MR. THROCKMORTON: Well, okay. Fine.</p> <p>21 BY MR. THROCKMORTON:</p> <p>22 Q. Is that correct, Ms. Kane?</p> <p>23 MR. AGNETTI: I don't want to dance on the head</p> <p>24 of a pin.</p> <p>25 THE WITNESS: Yes.</p>

<p style="text-align: right;">Page 14</p> <p>1 BY MR. THROCKMORTON:</p> <p>2 Q. Thank you.</p> <p>3 All right. Neither Mr. Flanagan nor any entity</p> <p>4 controlled by him nor Kane Lawyers parted with any</p> <p>5 consideration in exchange for the dismissal of that</p> <p>6 lawsuit?</p> <p>7 A. No.</p> <p>8 Q. Okay. All right.</p> <p>9 Well, let's stay with this entity while we're</p> <p>10 talking about it, again, Michelle J. Kane, P.A. We've</p> <p>11 established that it still owns half of Kane Lawyers,</p> <p>12 PLLC.</p> <p>13 Does it receive any reporting of any kind from</p> <p>14 Kane Lawyers, PLLC?</p> <p>15 A. No, it does not.</p> <p>16 Q. Does it -- when was the last time that</p> <p>17 Michelle J. Kane, P.A., received any distributions or --</p> <p>18 or payments of any kind from Kane Lawyers, PLLC?</p> <p>19 A. I believe it was the end of 2022.</p> <p>20 Q. Okay. How much did it receive, approximately,</p> <p>21 as best as you can recall?</p> <p>22 A. I think between 4- and \$6,000.</p> <p>23 Q. And --</p> <p>24 A. I don't recall the exact number.</p> <p>25 Q. -- what did that payment represent?</p>	<p style="text-align: right;">Page 16</p> <p>1 Q. When was the last time that you did any work</p> <p>2 for that firm?</p> <p>3 A. A few years.</p> <p>4 Q. And when was the last time you received a</p> <p>5 paycheck from that firm?</p> <p>6 A. I have not received a paycheck since</p> <p>7 probably -- I don't want to guess.</p> <p>8 MR. AGNETTI: If you know, tell him. If you</p> <p>9 don't know, he'll understand.</p> <p>10 THE WITNESS: I don't -- I don't know the exact</p> <p>11 date, but it was more than three years ago.</p> <p>12 BY MR. THROCKMORTON:</p> <p>13 Q. Okay. When was the last time that Michelle J.</p> <p>14 Kane, P.A., received any type of an accounting from Kane</p> <p>15 Lawyers, PLLC?</p> <p>16 A. I have not received an accounting in over three</p> <p>17 years.</p> <p>18 Q. But, obviously, you demanded one; correct?</p> <p>19 A. Yes.</p> <p>20 Q. And you sued, in fact, for the failure to get</p> <p>21 an accounting?</p> <p>22 A. Yes.</p> <p>23 Q. Why did you drop the -- why did Michelle -- why</p> <p>24 did you drop the lawsuit?</p> <p>25 MR. AGNETTI: Objection. Calls for</p>
<p style="text-align: right;">Page 15</p> <p>1 A. Just the end-of-the-year distribution to</p> <p>2 Michelle Kane, P.A.</p> <p>3 Q. Was that presented by -- was that presented</p> <p>4 as 50 percent of the distributable profits of the firm?</p> <p>5 A. No. That was what was left in the bank</p> <p>6 account.</p> <p>7 Q. In whose bank account?</p> <p>8 A. In the operating account.</p> <p>9 Q. Of Kane Lawyers?</p> <p>10 A. Yes.</p> <p>11 Q. That was 100 percent of what was left in the</p> <p>12 operating account of Kane Lawyers?</p> <p>13 A. Yes.</p> <p>14 Q. Okay. Why did Michelle J. Kane, P.A., get a</p> <p>15 hundred percent of that money?</p> <p>16 A. I believe Mr. Flanagan already took out</p> <p>17 whatever funds were in the account, so I don't know if</p> <p>18 it was 50 percent or less than 50 percent or what that</p> <p>19 share percentage was. That was -- that was the amount</p> <p>20 that was left that I was able to receive.</p> <p>21 Q. Okay. Is Kane Lawyers, PLLC, still an</p> <p>22 operating law firm, to your knowledge?</p> <p>23 A. Yes.</p> <p>24 Q. Are you still employed by that firm?</p> <p>25 A. No.</p>	<p style="text-align: right;">Page 17</p> <p>1 attorney-client privilege.</p> <p>2 I'll instruct you not to answer.</p> <p>3 BY MR. THROCKMORTON:</p> <p>4 Q. Did you make an independent determination that</p> <p>5 Michelle J. Kane, P.A., was not owed any further money</p> <p>6 from Kane, PLLC?</p> <p>7 MR. AGNETTI: Same objection.</p> <p>8 I'll instruct you not to answer.</p> <p>9 MR. THROCKMORTON: Well, that's not -- what's</p> <p>10 the objection there?</p> <p>11 MR. AGNETTI: It's an attorney-client</p> <p>12 communication. If it's an independent in her</p> <p>13 discussions with me, it doesn't matter.</p> <p>14 I'll instruct you not to answer.</p> <p>15 BY MR. THROCKMORTON:</p> <p>16 Q. Does Kane Lawyers, PLLC, owe any money to</p> <p>17 Michelle J. Kane, P.A., today?</p> <p>18 A. Yes.</p> <p>19 Q. How much?</p> <p>20 A. I don't know.</p> <p>21 Q. Well, what is the basis of your "yes" answer,</p> <p>22 then? In other words, why do they owe you money -- why</p> <p>23 did they owe Michelle J. Kane, P.A., money?</p> <p>24 A. Because I wasn't receiving equal distributions.</p> <p>25 Being the 50 percent shareholder, I wasn't getting paid</p>

<p style="text-align: right;">Page 18</p> <p>1 and I know Mr. Flanagan was.</p> <p>2 Q. What has Mr. Flanagan ever said to you on that</p> <p>3 subject?</p> <p>4 A. He has not.</p> <p>5 Q. He won't communicate with you?</p> <p>6 A. No.</p> <p>7 Q. So to summarize where we are, you -- it's your</p> <p>8 position that Kane Lawyers does owe some undetermined</p> <p>9 amount of money to Michelle J. Kane, P.A.; yes?</p> <p>10 A. Yes.</p> <p>11 Q. Okay. But you made a decision to drop the</p> <p>12 litigation concerning that debt?</p> <p>13 A. Yes.</p> <p>14 Q. And you're not going to tell me why you made</p> <p>15 that determination; is that where we are?</p> <p>16 MR. AGNETTI: Objection -- yes. Objection.</p> <p>17 Calls for attorney-client communication.</p> <p>18 I'll instruct you not to answer.</p> <p>19 BY MR. THROCKMORTON:</p> <p>20 Q. Well, I'm not asking you for -- I'm not asking</p> <p>21 you for the content of any discussion that you had with</p> <p>22 your attorney. I'm just asking you, as the 100 percent</p> <p>23 owner of Michelle J. Kane, P.A., did you make a</p> <p>24 determination not to pursue the debt owed to that entity</p> <p>25 by Kane Lawyers?</p>	<p style="text-align: right;">Page 20</p> <p>1 MR. AGNETTI: Just answer the question.</p> <p>2 THE WITNESS: Okay.</p> <p>3 BY MR. THROCKMORTON:</p> <p>4 Q. Okay. So did Michelle J. Kane, P.A., file a</p> <p>5 2022 tax return in its own name?</p> <p>6 A. I believe they got an extension for 2022.</p> <p>7 Q. All right. So that's pending?</p> <p>8 A. Yes.</p> <p>9 Q. But to be filed?</p> <p>10 A. Yes.</p> <p>11 Q. Okay. And did Kane Lawyers -- I'm sorry.</p> <p>12 Michelle J. Kane, P.A., did it file a -- its own tax</p> <p>13 return for every year of its existence prior to 2022?</p> <p>14 A. Yes.</p> <p>15 Q. All right. I think I have those.</p> <p>16 You said that you are trying to dissolve Kane</p> <p>17 Lawyers, PLLC; is that right?</p> <p>18 A. Yes.</p> <p>19 Q. All right. What -- what is the status of that</p> <p>20 effort?</p> <p>21 A. I've been trying to dissolve it. My current</p> <p>22 law firm that I work for, it's a conflict of interest</p> <p>23 for me to have that law firm and me working where I'm</p> <p>24 employed right now. So I'm not really -- I'm trying to</p> <p>25 get it dissolved. I just haven't been able to be</p>
<p style="text-align: right;">Page 19</p> <p>1 MR. AGNETTI: Same objection.</p> <p>2 I'll instruct you not to answer.</p> <p>3 BY MR. THROCKMORTON:</p> <p>4 Q. Does Michelle J. Kane, P.A., have any assets</p> <p>5 other than its interest in Kane Lawyers, PLLC?</p> <p>6 A. No.</p> <p>7 Q. Has it ever?</p> <p>8 A. No.</p> <p>9 Q. Does Kane Lawyers -- I'm sorry. Does</p> <p>10 Michelle --</p> <p>11 A. I'm sorry. I need to take -- go back to that.</p> <p>12 I did have a few cases that I worked on here in</p> <p>13 Monroe County under Michelle J. Kane, P.A., so there</p> <p>14 were some monies that were earned for -- under that firm</p> <p>15 for cases that were worked on down here.</p> <p>16 MR. AGNETTI: The question was, Were there any</p> <p>17 assets that -- today?</p> <p>18 THE WITNESS: No, not today.</p> <p>19 BY MR. THROCKMORTON:</p> <p>20 Q. Does Michelle J. Kane, P.A., still file tax</p> <p>21 returns?</p> <p>22 A. I think this is the last year that -- where my</p> <p>23 accountant said they were filing a return. We're trying</p> <p>24 to -- I'm trying to dissolve Kane Lawyers because</p> <p>25 there's no communication with my partner.</p>	<p style="text-align: right;">Page 21</p> <p>1 successful in communicating with Mr. Flanagan about the</p> <p>2 actual logistics of dissolving it.</p> <p>3 Q. All right. If I understand your testimony, in</p> <p>4 the time period between the name change and the</p> <p>5 ownership change of Michelle J. Kane, P.A., and the</p> <p>6 present, you have handled some cases in Monroe County</p> <p>7 under the auspices of Michelle J. Kane, P.A.?</p> <p>8 A. Yes.</p> <p>9 Q. And was it under the auspices of Michelle J.</p> <p>10 Kane, P.A., or Kane Lawyers?</p> <p>11 A. Michelle J. Kane, P.A.</p> <p>12 Q. Okay. And was the handling of those cases</p> <p>13 separate, apart, and independent of anything to do with</p> <p>14 Kane Lawyers?</p> <p>15 A. Yes.</p> <p>16 Q. Okay. And when was the -- first of all, has</p> <p>17 that stopped?</p> <p>18 A. Yes.</p> <p>19 Q. Okay. When was the last time that Michelle J.</p> <p>20 Kane, P.A., had any active cases?</p> <p>21 A. I don't recall, but it's been more than a</p> <p>22 couple years.</p> <p>23 Q. Okay. I could -- I could dig this up, but do</p> <p>24 you recall, off the top of your head, the year that --</p> <p>25 that you acquired a hundred percent of Michelle J. Kane,</p>

<p style="text-align: right;">Page 22</p> <p>1 P.A.?</p> <p>2 A. I think it was --</p> <p>3 MR. AGNETTI: If you know, say it.</p> <p>4 THE WITNESS: -- 2016.</p> <p>5 BY MR. THROCKMORTON:</p> <p>6 Q. Okay. That's the -- that would have been when</p> <p>7 the disbarment took place; right?</p> <p>8 A. I don't know, but 2016.</p> <p>9 Q. Okay. Okay. I think that's right.</p> <p>10 Between 2016 and -- and the present, have you</p> <p>11 been handling cases in Monroe County on behalf of any</p> <p>12 other law firms?</p> <p>13 MR. AGNETTI: Objection.</p> <p>14 Instruct you not to answer anything that has to</p> <p>15 deal with your personal business, and, therefore,</p> <p>16 it's outside the scope of this deposition in aid of</p> <p>17 execution.</p> <p>18 I'll instruct you not to answer.</p> <p>19 BY MR. THROCKMORTON:</p> <p>20 Q. How did you -- how did you determine when --</p> <p>21 when a case that you were handling belonged to</p> <p>22 Michelle J. Kane, P.A., Kane Lawyers, or some other</p> <p>23 entity?</p> <p>24 THE WITNESS: Answer that one?</p> <p>25 MR. AGNETTI: Well, you can answer it --</p>	<p style="text-align: right;">Page 24</p> <p>1 MR. THROCKMORTON: Right.</p> <p>2 BY MR. THROCKMORTON:</p> <p>3 Q. Do you and Harley Kane jointly own any</p> <p>4 vehicles?</p> <p>5 A. No.</p> <p>6 Q. Have you ever?</p> <p>7 MR. AGNETTI: Well, just -- is a Jet Ski a</p> <p>8 vehicle?</p> <p>9 MR. THROCKMORTON: Oh, I'm --</p> <p>10 MR. AGNETTI: Okay. I just don't want to have</p> <p>11 a problem, so --</p> <p>12 MR. THROCKMORTON: Let's save the Jet Ski as</p> <p>13 something else and I'll specifically ask about that.</p> <p>14 MR. AGNETTI: Okay. That's fine.</p> <p>15 BY MR. THROCKMORTON:</p> <p>16 Q. Have you and Harley Kane ever jointly owned a</p> <p>17 motor vehicle?</p> <p>18 A. I don't recall.</p> <p>19 Q. Have you ever owned a boat jointly?</p> <p>20 A. The Jet Ski. If the Jet Ski's considered a</p> <p>21 boat, then yes.</p> <p>22 Q. Okay. Okay. So tell me about the Jet Ski.</p> <p>23 Do you jointly own a Jet Ski today?</p> <p>24 A. There are two Jet Skis.</p> <p>25 Q. Okay.</p>
<p style="text-align: right;">Page 23</p> <p>1 Can you read the question back.</p> <p>2 (Thereupon, the question was read back by the</p> <p>3 reporter as above recorded.)</p> <p>4 MR. AGNETTI: All right. So I'm going to</p> <p>5 object, and that has to do with her personal</p> <p>6 business and not with the entity in question.</p> <p>7 And I'll instruct you not to answer.</p> <p>8 MR. THROCKMORTON: Well, I have a judgment</p> <p>9 against the entity that owns -- I have a judgment</p> <p>10 against the entity that owns Michelle J. Kane, P.A.,</p> <p>11 the entities, and --</p> <p>12 MR. AGNETTI: You have a judgment against</p> <p>13 Michelle and Harley Kane TBE that may or may not</p> <p>14 own -- at one point owned a company known as</p> <p>15 Michelle and Harley Kane, P.A.</p> <p>16 MR. THROCKMORTON: Okay. Okay.</p> <p>17 MR. AGNETTI: I'm allowing a lot of latitude</p> <p>18 because this is a transfer in 2016. So I'm trying</p> <p>19 to not be obstructionist, but I'm giving a lot of</p> <p>20 latitude on this. But I'm not going to have her</p> <p>21 answer any personal questions.</p> <p>22 I mean, I could have objected and said that</p> <p>23 happened in 2016 before the judgment, and I didn't.</p> <p>24 MR. THROCKMORTON: Okay.</p> <p>25 MR. AGNETTI: I'm trying not to do this twice.</p>	<p style="text-align: right;">Page 25</p> <p>1 A. They are owned by Michelle and Harley Kane TBE.</p> <p>2 Q. Okay. Where are they located?</p> <p>3 A. I don't know.</p> <p>4 Q. When was the last time you saw either of the</p> <p>5 Jet Skis?</p> <p>6 A. Over three years ago, four years ago.</p> <p>7 Q. Where were they then?</p> <p>8 A. They were at the Hilson house.</p> <p>9 Q. Where Mr. Kane currently resides?</p> <p>10 A. Yes. With my children.</p> <p>11 Q. Right.</p> <p>12 And that is a property that is owned jointly by</p> <p>13 you and Mr. Kane?</p> <p>14 A. Yes.</p> <p>15 Q. Okay. When was the last time you were inside</p> <p>16 the Hilson house?</p> <p>17 A. I don't recall.</p> <p>18 Q. Have you been in it in calendar year 2023?</p> <p>19 A. No.</p> <p>20 Q. Okay. So when you pick up your children there,</p> <p>21 you just pick them up outside?</p> <p>22 A. I don't pick up my children there.</p> <p>23 Q. Okay. When were the Jet Skis purchased,</p> <p>24 approximately, to the best of your memory?</p> <p>25 A. Probably --</p>

<p style="text-align: right;">Page 26</p> <p>1 MR. AGNETTI: Don't guess. If you know, say.  2 THE WITNESS: Yeah.  3 It was maybe 2014, '13. I couldn't tell. I  4 know it was before 2015.  5 MR. AGNETTI: Okay. Just -- I would ask my  6 client to not guess. If you know, tell him; okay?  7 And if you're going to guess, tell him you're  8 guessing; okay?  9 THE WITNESS: I'm guessing it was before 2015.  10 MR. AGNETTI: But don't guess.  11 BY MR. THROCKMORTON:  12 Q. Okay. The divorce was commenced in 2018?  13 A. We were separated in 2019.  14 Q. Okay. How much did you pay for the Jet Skis,  15 as best as you can remember, approximately?  16 A. I don't know.  17 Q. Did you -- were you the one who actually went  18 and bought them and paid for them, or was that Mr. Kane?  19 A. I didn't buy them.  20 Q. I'm sorry. You did or you did not?  21 A. I -- I didn't go out personally and purchase  22 them.  23 Q. I'm sorry. I'm just -- did you or not?  24 MR. AGNETTI: Did you or did you not? I can't  25 understand you either.</p>	<p style="text-align: right;">Page 28</p> <p>1 Q. You hadn't by then? You already had separate  2 bank accounts?  3 A. We didn't have joint accounts.  4 Q. Never?  5 A. Personal joint accounts -- we did not have  6 personal joint accounts.  7 Q. Okay. Well, wait a minute. My recollection  8 from the litigation is that Kane Lawyers paid the  9 \$2 million to -- to Michelle and Harley Kane TBE, P.A.,  10 and then the money went from there into a tenancy by the  11 entirety's account for Harley and Michelle Kane;  12 correct?  13 A. Right.  14 Q. So you did have a -- at one time you had a --  15 A. At one time, yes.  16 Q. Okay.  17 A. At one time.  18 Q. All right. And where was that account?  19 A. That was SunTrust. I believe now it's Truist.  20 But at the time that we had those accounts, the bank was  21 called SunTrust.  22 Q. When was that account -- has that account been  23 closed?  24 A. Yes.  25 Q. When?</p>
<p style="text-align: right;">Page 27</p> <p>1 MR. THROCKMORTON: Yeah. Yeah. You can't --  2 THE WITNESS: No.  3 BY MR. THROCKMORTON:  4 Q. You did not?  5 A. No, yeah.  6 Q. Okay. All right.  7 MR. AGNETTI: I had the same problem he did. I  8 couldn't tell if you said "I did" or "didn't."  9 BY MR. THROCKMORTON:  10 Q. All right. Let's talk about the -- well, one  11 second.  12 Referring to Exhibit 1, the fact information  13 sheet in its entirety, is that -- you swore to its  14 accuracy on the 3rd of August of this year. Do you  15 still stand by the accuracy and truth of the information  16 presented in this fact information sheet?  17 A. Yes.  18 Q. Okay. Do you and Harley Kane have a joint bank  19 account anywhere?  20 A. No.  21 Q. When was the last time that you did?  22 A. I don't recall.  23 Q. Did you still have one in 2019 when you  24 separated?  25 A. No.</p>	<p style="text-align: right;">Page 29</p> <p>1 A. I don't remember.  2 Q. Do you remember if any -- let me back up and  3 set up the question.  4 We just established a minute ago that the --  5 that the transfer that was the subject of the litigation  6 that we had, the \$2.0375 million went into that SunTrust  7 bank account; correct?  8 A. Yes.  9 Q. Did any other money ever go into that joint  10 personal bank account at SunTrust?  11 A. No.  12 Q. That was the one and only transaction that was  13 ever in that account?  14 A. Yes.  15 Q. Okay. So that distribution -- I'm dredging up  16 this information from the trial. That distribution  17 occurred in 2015 whereby the 2.0375 million ultimately  18 landed in the joint entirety's account; correct?  19 A. Yes.  20 Q. Okay. What happened to the money from there?  21 A. I know we had to pay taxes with that.  22 Q. Okay. When you say "we," who paid the tax on  23 that distribution?  24 A. Both of us, Harley and myself.  25 Q. For tax purposes, did you treat the TBE, P.A.,</p>



<p style="text-align: right;">Page 30</p> <p>1 entity as a pass-through?</p> <p>2 A. I --</p> <p>3 MR. AGNETTI: Do you understand the question?</p> <p>4 THE WITNESS: Yes, I do.</p> <p>5 I did.</p> <p>6 BY MR. THROCKMORTON:</p> <p>7 Q. Okay. So the tax consequences of that</p> <p>8 \$2.0375 million distribution were realized at the level</p> <p>9 of you and your husband jointly?</p> <p>10 A. Yes.</p> <p>11 Q. Okay. So you personally paid taxes on that</p> <p>12 amount in the appropriate year?</p> <p>13 A. Yes.</p> <p>14 Q. Okay. Do you recall approximately how much of</p> <p>15 that money -- well, sorry. Let me ask one more</p> <p>16 question.</p> <p>17 Were all of the taxes that you paid, paid out</p> <p>18 of that money in that SunTrust account?</p> <p>19 A. Yes.</p> <p>20 Q. Okay. And approximately how much was that?</p> <p>21 A. I think it was 850-. I don't -- I'm</p> <p>22 guessing -- thousand. So --</p> <p>23 Q. Was that a reasonable approximation of what you</p> <p>24 recall the tax payment was?</p> <p>25 A. I think so. I think so.</p>	<p style="text-align: right;">Page 32</p> <p>1 Q. Okay. Who has the documentation of that real</p> <p>2 estate transaction?</p> <p>3 A. I thought you did, or -- I don't know.</p> <p>4 Discovery maybe.</p> <p>5 Q. Well, I don't -- I don't believe that's</p> <p>6 correct, but we can look at that.</p> <p>7 At any rate, all I would have would be copies</p> <p>8 that someone gave to me, but what I'm asking you is who</p> <p>9 has the original -- as between you and Harley Kane, who</p> <p>10 has the original documents relating to the acquisition</p> <p>11 of the Hilson property?</p> <p>12 A. I don't recall. I don't know who has them.</p> <p>13 Q. Do you have them?</p> <p>14 A. I don't know. I'd have to look through my</p> <p>15 documents, but I don't -- I'm not sure.</p> <p>16 Q. Who -- were you represented by counsel on that</p> <p>17 acquisition?</p> <p>18 A. For the closing.</p> <p>19 Q. Okay. Who represented you?</p> <p>20 A. I don't know the -- the name of the law firm.</p> <p>21 Q. Do you know the name of the lawyer?</p> <p>22 A. It's here. Ortega Law Firm, P.A., in Boca</p> <p>23 Raton.</p> <p>24 Q. That refreshes your recollection?</p> <p>25 A. Yes.</p>
<p style="text-align: right;">Page 31</p> <p>1 Q. Okay. All right.</p> <p>2 So that leaves roughly 1.2 million. And I'm</p> <p>3 not holding you to that, but just for purposes of our</p> <p>4 discussion.</p> <p>5 So what happened to the remaining funds?</p> <p>6 A. We bought a house in Tavernier.</p> <p>7 Q. Is that the Hilson house?</p> <p>8 A. Yes.</p> <p>9 Q. Okay. All right.</p> <p>10 We'll talk about that whole transaction, but</p> <p>11 was the -- was all of the remaining money used for that</p> <p>12 purpose, or was it spent -- were there other</p> <p>13 expenditures or uses of the funds?</p> <p>14 A. There were repairs that had to be made when we</p> <p>15 bought the house, and it was used for the purchase and</p> <p>16 the closing costs of the house.</p> <p>17 Q. Repairs to what?</p> <p>18 A. To the house.</p> <p>19 Q. To the house that you were buying?</p> <p>20 A. Yes.</p> <p>21 Q. Okay. So is it your testimony that 100 percent</p> <p>22 of the after-tax funds were used for the purchase,</p> <p>23 repair, and/or closing costs associated with your</p> <p>24 acquisition of the Hilson property?</p> <p>25 A. I believe so.</p>	<p style="text-align: right;">Page 33</p> <p>1 Q. Okay. Was it Andrew -- well, it says Ostrega,</p> <p>2 O-S-T-R-E-G-A?</p> <p>3 A. Yes.</p> <p>4 Q. Okay. Was Andrew Ostrega your lawyer, or was</p> <p>5 it someone else from the firm?</p> <p>6 A. I'm not sure.</p> <p>7 Q. All right. But that's a law firm in Boca Raton</p> <p>8 that was counsel for both you and Harley Kane on this</p> <p>9 purchase?</p> <p>10 A. Yes.</p> <p>11 Q. All right. Were you represented by a broker on</p> <p>12 the deal?</p> <p>13 A. I don't remember.</p> <p>14 Q. Okay. Do you remember how you found the house?</p> <p>15 A. I think on the Internet.</p> <p>16 Q. Where were you living -- where was the marital</p> <p>17 residence prior to Hilson -- is it Hilson Court?</p> <p>18 A. Hilson Court.</p> <p>19 Q. Uh-huh.</p> <p>20 A. We lived in Boynton Beach.</p> <p>21 Q. Did you own a residence there?</p> <p>22 MR. AGNETTI: Objection -- just object to</p> <p>23 anything that she owned personally.</p> <p>24 BY MR. THROCKMORTON:</p> <p>25 Q. Did you and Harley Kane own the Boynton Beach</p>

<p style="text-align: right;">Page 34</p> <p>1 residence?</p> <p>2 MR. AGNETTI: Same -- same objection. That</p> <p>3 predates this transaction.</p> <p>4 I'll instruct her not to answer.</p> <p>5 MR. THROCKMORTON: There's no -- there's no,</p> <p>6 quote, transactional limitation on this --</p> <p>7 MR. AGNETTI: Why don't you -- I stated my</p> <p>8 objection.</p> <p>9 MR. THROCKMORTON: Okay.</p> <p>10 MR. AGNETTI: You can disagree.</p> <p>11 Just move on. She's not answering that</p> <p>12 question.</p> <p>13 BY MR. THROCKMORTON:</p> <p>14 Q. Was the Hilson Court property that is owned</p> <p>15 today by you and Harley Kane acquired with any funds</p> <p>16 other than the remaining after-tax proceeds in the</p> <p>17 SunTrust bank account?</p> <p>18 MR. AGNETTI: Objection. Asked and answered.</p> <p>19 You can answer it again.</p> <p>20 MR. THROCKMORTON: No.</p> <p>21 THE WITNESS: No.</p> <p>22 BY MR. THROCKMORTON:</p> <p>23 Q. Okay. So you had no profits or proceeds from</p> <p>24 the sale of your prior residence that were applied to</p> <p>25 the purchase of Hilson Court?</p>	<p style="text-align: right;">Page 36</p> <p>1 MR. AGNETTI: Same objection.</p> <p>2 I'll instruct you not to answer.</p> <p>3 MR. THROCKMORTON: No, it's --</p> <p>4 MR. AGNETTI: I'm not going to argue with you</p> <p>5 at a deposition.</p> <p>6 MR. THROCKMORTON: Okay. Then, we're going to</p> <p>7 be back.</p> <p>8 MR. AGNETTI: Okay.</p> <p>9 THE WITNESS: I don't --</p> <p>10 MR. AGNETTI: Just --</p> <p>11 THE WITNESS: -- recall the --</p> <p>12 MR. AGNETTI: Just --</p> <p>13 THE WITNESS: -- year that it was sold.</p> <p>14 I'm sorry. I don't recall the year. I think</p> <p>15 it's 2017, but you can look it up.</p> <p>16 MR. AGNETTI: All right. I don't want you</p> <p>17 answering any questions other than what has to do</p> <p>18 with the lawsuit in that transaction and any joint</p> <p>19 assets that you presently own; okay?</p> <p>20 BY MR. THROCKMORTON:</p> <p>21 Q. The warranty deed by which you acquired the</p> <p>22 Hilson Court property, which is attached to Exhibit 1,</p> <p>23 is dated November 11, 2016.</p> <p>24 So my question is, When you closed on Hilson</p> <p>25 Court, did you still own the Boynton Beach property?</p>
<p style="text-align: right;">Page 35</p> <p>1 A. No.</p> <p>2 Q. Is Hilson Court the -- is the Hilson Court</p> <p>3 property the only real estate that you and Harley Kane</p> <p>4 have owned jointly?</p> <p>5 MR. AGNETTI: Objection as to time frame.</p> <p>6 THE WITNESS: That's not the only property</p> <p>7 we've owned together.</p> <p>8 BY MR. THROCKMORTON:</p> <p>9 Q. Did you own the Boynton Beach property</p> <p>10 together?</p> <p>11 A. Yes.</p> <p>12 Q. Okay. And did you sell that property?</p> <p>13 A. Yes.</p> <p>14 Q. All right. When?</p> <p>15 A. I believe it was sold in 2017.</p> <p>16 Q. For how much?</p> <p>17 MR. AGNETTI: Objection. That's her personal</p> <p>18 financial affairs.</p> <p>19 I'll instruct you not to answer.</p> <p>20 MR. THROCKMORTON: Okay. All right. Let's get</p> <p>21 this straight.</p> <p>22 I have a judgment against Harley and Michelle</p> <p>23 jointly based on a lawsuit that was filed in 2017,</p> <p>24 and she's testified that at that time they owned</p> <p>25 real estate together. She just said that --</p>	<p style="text-align: right;">Page 37</p> <p>1 A. Yes.</p> <p>2 Q. Okay. So by definition, you sold the Boynton</p> <p>3 Beach property sometime after November 11, 2016?</p> <p>4 A. Yes.</p> <p>5 Q. All right. How much did you and Harley Kane</p> <p>6 sell it for?</p> <p>7 MR. AGNETTI: Same objection.</p> <p>8 I'll instruct you not to answer.</p> <p>9 MR. THROCKMORTON: How in the world can you</p> <p>10 instruct her --</p> <p>11 MR. AGNETTI: I'm not going to -- I'm</p> <p>12 instructing her not to answer any personal</p> <p>13 transactions that she has unrelated to this</p> <p>14 judgment.</p> <p>15 I'm instructing you not to answer.</p> <p>16 I'm not going to get in an argument with you.</p> <p>17 MR. THROCKMORTON: Well, John, that's just</p> <p>18 simply --</p> <p>19 MR. AGNETTI: We're not getting into an</p> <p>20 argument.</p> <p>21 MR. THROCKMORTON: Well, no, I'm making my --</p> <p>22 I'm going to make my position.</p> <p>23 MR. AGNETTI: Make your record.</p> <p>24 MR. THROCKMORTON: I am going to make my</p> <p>25 record.</p>

<p style="text-align: right;">Page 38</p> <p>1 MR. AGNETTI: Fine.</p> <p>2 MR. THROCKMORTON: I've got a judgment against</p> <p>3 them jointly and I'm entitled to -- this is a</p> <p>4 deposition in aid of execution. She's test- -- I</p> <p>5 filed the lawsuit in 2017. She's testifying, as</p> <p>6 best as I can -- she's testifying that, at least as</p> <p>7 of November 2016, they still jointly owned this</p> <p>8 property. I damn sure have the right to ask</p> <p>9 questions about what they owned at that period of</p> <p>10 time and where it went.</p> <p>11 MR. AGNETTI: I disagree. The judgment has to</p> <p>12 do with the fraudulent transfer involving a specific</p> <p>13 transaction.</p> <p>14 MR. THROCKMORTON: We're beyond the judgment.</p> <p>15 MR. AGNETTI: You're interrupting me and I</p> <p>16 didn't interrupt you.</p> <p>17 MR. THROCKMORTON: All right. Go ahead.</p> <p>18 MR. AGNETTI: I'll ask the same courtesy. And</p> <p>19 I've been very lenient in allowing her to answer</p> <p>20 questions.</p> <p>21 She is not going to answer any personal</p> <p>22 questions about any assets that she would have had</p> <p>23 that have nothing to do with this transaction and</p> <p>24 occurred in 2017, before the judgment was obtained.</p> <p>25 MR. THROCKMORTON: And to make my position</p>	<p style="text-align: right;">Page 40</p> <p>1 MR. THROCKMORTON: And the reason I got a</p> <p>2 little agitated is because I believe that you could</p> <p>3 not be more incorrect and that you're going to force</p> <p>4 us all to go through this exercise again after a</p> <p>5 hearing, and it just makes no sense to me, John.</p> <p>6 MR. AGNETTI: Well, I think I'm correct. I'm</p> <p>7 not always correct; okay?</p> <p>8 MR. THROCKMORTON: All right. Okay. Well,</p> <p>9 we've learned that. Okay.</p> <p>10 MR. AGNETTI: That's not -- that's an</p> <p>11 unprofessional, inappropriate statement. And --</p> <p>12 MR. THROCKMORTON: We'll move on.</p> <p>13 MR. AGNETTI: -- I'm really surprised because</p> <p>14 you're a very professional guy.</p> <p>15 MR. THROCKMORTON: But I'll --</p> <p>16 MR. AGNETTI: So don't take personal shots.</p> <p>17 MR. THROCKMORTON: Okay.</p> <p>18 MR. AGNETTI: I don't take personal shots at</p> <p>19 you.</p> <p>20 MR. THROCKMORTON: All right.</p> <p>21 MR. AGNETTI: Okay?</p> <p>22 BY MR. THROCKMORTON:</p> <p>23 Q. Okay. Let's see where we were.</p> <p>24 This lawsuit was filed -- and by "this lawsuit"</p> <p>25 I mean the supplemental proceeding, which was the first</p>
<p style="text-align: right;">Page 39</p> <p>1 perfectly clear, this deposition is no longer</p> <p>2 limited to this transaction. When I deposed her</p> <p>3 during the litigation, you made these types of</p> <p>4 objections and you said, "Oh, you don't have a</p> <p>5 judgment against her. You don't have a judgment</p> <p>6 against them jointly."</p> <p>7 I do now.</p> <p>8 MR. AGNETTI: I -- don't raise your voice to</p> <p>9 me.</p> <p>10 MR. THROCKMORTON: I do now.</p> <p>11 MR. AGNETTI: Okay. I'm telling you, Chuck,</p> <p>12 you raise your voice again, this is over. I'm</p> <p>13 trying to be respectful and I'm trying to be</p> <p>14 cooperative. So don't raise your voice to me; okay?</p> <p>15 She's not answering the question. You may not</p> <p>16 like the objection. That's up for the judge to</p> <p>17 decide. I think I'm correct; okay?</p> <p>18 And we're here to cooperate.</p> <p>19 MR. THROCKMORTON: I appreciate that. And the</p> <p>20 reason --</p> <p>21 MR. AGNETTI: And I've allowed you to answer</p> <p>22 [sic] questions that have been very liberal as it</p> <p>23 relates to the P.A.; okay? And she's not answering</p> <p>24 personal questions about her personal finances</p> <p>25 unrelated to this transaction.</p>	<p style="text-align: right;">Page 41</p> <p>1 time that the plaintiff sued you and your -- and</p> <p>2 Michelle J. Kane, P.A., was filed in December of 2017.</p> <p>3 In December 2017, did you and Harley Kane, as</p> <p>4 joint tenants by the entirety, own any real estate other</p> <p>5 than Hilson Court?</p> <p>6 A. I don't recall.</p> <p>7 Q. Okay. Did you own any other property jointly</p> <p>8 as of December 2017?</p> <p>9 A. No.</p> <p>10 Q. All right. Well, you owned the Jet Skis.</p> <p>11 Maybe I said "real property," so if I did, that's fine.</p> <p>12 So did you own anything jointly that you can</p> <p>13 recall other than Hilson Court and the two Jet Skis?</p> <p>14 A. Not that I can recall.</p> <p>15 Q. Okay. All right.</p> <p>16 What is the market value of Hilson Court today,</p> <p>17 according to your best understanding?</p> <p>18 MR. AGNETTI: Objection to the extent that --</p> <p>19 could we go off the record a minute.</p> <p>20 MR. THROCKMORTON: Yep.</p> <p>21 (A discussion was held off the record.)</p> <p>22 MR. AGNETTI: Just for the record, I have an</p> <p>23 appraisal. I would be happy to send it to</p> <p>24 Mr. Throckmorton. It's for 2.7 million.</p> <p>25 MR. THROCKMORTON: Okay.</p>

<p style="text-align: right;">Page 42</p> <p>1 MR. AGNETTI: I don't recall if it's 2.7 or</p> <p>2 2.75. I don't remember.</p> <p>3 MR. THROCKMORTON: And can you tell me the</p> <p>4 approximate date of that appraisal?</p> <p>5 MR. AGNETTI: It was done about three months</p> <p>6 ago.</p> <p>7 MR. THROCKMORTON: Okay.</p> <p>8 BY MR. THROCKMORTON:</p> <p>9 Q. And --</p> <p>10 MR. AGNETTI: I mean, it's part of the record</p> <p>11 in the divorce case. I'm not divulging anything</p> <p>12 that's not available to you.</p> <p>13 BY MR. THROCKMORTON:</p> <p>14 Q. Ms. Kane, do you have any -- any reason to</p> <p>15 believe that that appraisal of \$2.7 million is</p> <p>16 materially wrong or inaccurate?</p> <p>17 MR. AGNETTI: I'll just object to the extent it</p> <p>18 calls for attorney-client communications and deals</p> <p>19 with the strategy involved in her divorce.</p> <p>20 I'll instruct her not to answer.</p> <p>21 BY MR. THROCKMORTON:</p> <p>22 Q. Do you do real estate -- do you practice real</p> <p>23 estate law at all?</p> <p>24 A. No.</p> <p>25 Q. Have you ever -- since you acquired an interest</p>	<p style="text-align: right;">Page 44</p> <p>1 BY MR. THROCKMORTON:</p> <p>2 Q. Oh, are real estate taxes fully paid on the</p> <p>3 Hilson Court property?</p> <p>4 A. I do not know.</p> <p>5 Q. Who handles the payment of the real estate</p> <p>6 taxes every year?</p> <p>7 A. Right now Harley is living in Hilson. So I</p> <p>8 would think that he's been the one paying them.</p> <p>9 Q. Do you know that for a fact?</p> <p>10 A. No.</p> <p>11 Q. Okay. He's been living -- he's been the sole</p> <p>12 occupant since 2019?</p> <p>13 A. Yes.</p> <p>14 Q. Okay.</p> <p>15 A. I don't know if they've been getting paid.</p> <p>16 Q. Is there a mortgage on the property?</p> <p>17 A. Yes.</p> <p>18 Q. Okay. Tell me all the -- tell me all the liens</p> <p>19 or encumbrances on the property of which you're aware.</p> <p>20 A. There is a mortgage. I don't know by who</p> <p>21 anymore. And there are several charging liens in the</p> <p>22 family case.</p> <p>23 Q. And you don't know the status of real estate</p> <p>24 taxes, if I understand correct?</p> <p>25 A. I do not know.</p>
<p style="text-align: right;">Page 43</p> <p>1 in it, has the Hilson Court property ever been listed</p> <p>2 for sale with a broker?</p> <p>3 A. No.</p> <p>4 Q. All right.</p> <p>5 A. To my knowledge.</p> <p>6 Q. To your knowledge, it's never been on the</p> <p>7 market; correct?</p> <p>8 A. Correct.</p> <p>9 Q. Notwithstanding that, have you ever received</p> <p>10 any unsolicited offers for it?</p> <p>11 A. No.</p> <p>12 Q. So apart from -- apart from whatever subjective</p> <p>13 opinion you may have about its value, which your lawyer</p> <p>14 is not letting me inquire into, is it correct that the</p> <p>15 best and most current objective indicator of the value</p> <p>16 of Hilson Court is the \$2.7 million appraisal?</p> <p>17 A. Yes.</p> <p>18 Q. All right.</p> <p>19 MR. AGNETTI: And just so you know, that's my</p> <p>20 memory, but I'm pretty sure it's 2.7.</p> <p>21 MR. THROCKMORTON: Okay. Whatever it is. And</p> <p>22 you've agreed to send that to me. Thank you.</p> <p>23 MR. AGNETTI: I'd be happy to.</p> <p>24 MR. THROCKMORTON: All right. I lost my train</p> <p>25 of thought. Bear with me.</p>	<p style="text-align: right;">Page 45</p> <p>1 Q. Okay. Anything else?</p> <p>2 A. I'm not aware of anything else.</p> <p>3 Q. You said there's a mortgage in favor of someone</p> <p>4 who you don't know their name anymore. But that's like</p> <p>5 a lender or a bank mortgage?</p> <p>6 A. Yes.</p> <p>7 Q. Is that a mortgage that you and Harley Kane</p> <p>8 took out when you bought the property?</p> <p>9 A. No.</p> <p>10 Q. Okay. Did you buy the -- did you and Harley</p> <p>11 buy the property for a hundred percent cash?</p> <p>12 A. Yes.</p> <p>13 Q. Okay. What was the -- I don't think I asked</p> <p>14 you this.</p> <p>15 What did you pay for it?</p> <p>16 A. I believe it was 1.075, plus closing costs.</p> <p>17 Q. 1.75 million?</p> <p>18 A. (Witness nodding.)</p> <p>19 Q. Well, if the -- if you had -- and I know that</p> <p>20 you were just using your memory, but if there was 2.03</p> <p>21 million in the account and you paid about 850- in taxes,</p> <p>22 that would leave 1.2 million, plus or minus.</p> <p>23 And if you paid 1.75 million, where did the</p> <p>24 other half a million come from?</p> <p>25 MR. AGNETTI: What half a million?</p>

<p style="text-align: right;">Page 46</p> <p>1 BY MR. THROCKMORTON:</p> <p>2 Q. You said 1.75 million is what you paid for the</p> <p>3 house?</p> <p>4 MR. AGNETTI: I'm sorry. I didn't understand.</p> <p>5 BY MR. THROCKMORTON:</p> <p>6 Q. All right. Let me walk through it again.</p> <p>7 You paid \$1,750,000?</p> <p>8 MR. AGNETTI: No, 1 million 75-.</p> <p>9 THE WITNESS: 75-. I'm sorry.</p> <p>10 MR. THROCKMORTON: Oh, 1.075.</p> <p>11 THE WITNESS: Yeah.</p> <p>12 MR. THROCKMORTON: Okay. All right. That's --</p> <p>13 MR. AGNETTI: I was confused.</p> <p>14 MR. THROCKMORTON: Okay. All right. That</p> <p>15 solves it.</p> <p>16 THE WITNESS: I'm sorry.</p> <p>17 BY MR. THROCKMORTON:</p> <p>18 Q. All right. So why did you mortgage the</p> <p>19 property?</p> <p>20 MR. AGNETTI: That's her -- I'm going to object</p> <p>21 and instruct her not to answer.</p> <p>22 BY MR. THROCKMORTON:</p> <p>23 Q. Why did you and Harley Kane, who were the joint</p> <p>24 owners of the property, mortgage the property?</p> <p>25 MR. AGNETTI: Well, I'm going to object again</p>	<p style="text-align: right;">Page 48</p> <p>1 Q. When was the last time a payment -- well, first</p> <p>2 of all, does the mortgage call for monthly payments?</p> <p>3 A. Yes.</p> <p>4 Q. When was the last time that a required monthly</p> <p>5 payment was made?</p> <p>6 A. I believe it was November of 2020.</p> <p>7 Q. Who made that payment?</p> <p>8 A. We did.</p> <p>9 Q. Did you pay it out of a joint account?</p> <p>10 A. Yes.</p> <p>11 Q. Okay. So that must have been a different</p> <p>12 account other than the SunTrust one that we've been</p> <p>13 talking about before?</p> <p>14 A. Yes.</p> <p>15 Q. Where was -- where was this other account?</p> <p>16 A. That account was at First State Bank. It was,</p> <p>17 like, the only other joint account we held for the</p> <p>18 purposes of paying this mortgage.</p> <p>19 Q. Was First State the original lender?</p> <p>20 A. No.</p> <p>21 Q. Okay. All right.</p> <p>22 So that answer requires me to go back just to</p> <p>23 make sure. I'm trying to make sure I know of all bank</p> <p>24 accounts that were owned by you and Harley Kane as joint</p> <p>25 tenants by the entirety.</p>
<p style="text-align: right;">Page 47</p> <p>1 because that's not a correct statement.</p> <p>2 MR. THROCKMORTON: All right.</p> <p>3 MR. AGNETTI: So that's involving her personal</p> <p>4 finances. Instruct her --</p> <p>5 BY MR. THROCKMORTON:</p> <p>6 Q. Okay. Who is obligated on the mortgage that</p> <p>7 you've described?</p> <p>8 A. Me.</p> <p>9 Q. Just you?</p> <p>10 A. Just me.</p> <p>11 Q. Did Harley sign the mortgage?</p> <p>12 A. He did.</p> <p>13 Q. Okay. So you signed the note -- you only</p> <p>14 signed the note, but the two of you signed the mortgage?</p> <p>15 A. Yes.</p> <p>16 Q. Okay. And what was the purpose of the loan</p> <p>17 secured by the mortgage that Harley and Michelle Kane</p> <p>18 signed?</p> <p>19 MR. AGNETTI: Objection. I'll raise her</p> <p>20 constitutional right to privacy. It's her personal</p> <p>21 financial affairs unrelated to the TBE judgment.</p> <p>22 I'll instruct her not to answer.</p> <p>23 BY MR. THROCKMORTON:</p> <p>24 Q. Who is making payments on this mortgage?</p> <p>25 A. No one is.</p>	<p style="text-align: right;">Page 49</p> <p>1 We had the SunTrust --</p> <p>2 A. Uh-huh.</p> <p>3 Q. -- and now Truist account, where the 2.0- --</p> <p>4 A. Right.</p> <p>5 Q. -- -3 million went; yes?</p> <p>6 A. Yes.</p> <p>7 Q. And now we have the First State account, which,</p> <p>8 according to your testimony, was created to -- to pay</p> <p>9 the mortgage -- the first mortgage on Hilson?</p> <p>10 A. Yes.</p> <p>11 Q. Okay. Any other that --</p> <p>12 A. No.</p> <p>13 Q. Okay. So those are the only --</p> <p>14 A. No, there are no other joint accounts.</p> <p>15 Q. Okay.</p> <p>16 A. That account is -- has been -- since been</p> <p>17 closed.</p> <p>18 Q. All right. When was it closed?</p> <p>19 A. I believe -- I don't know. Like --</p> <p>20 MR. AGNETTI: If you know.</p> <p>21 THE WITNESS: I'm going to guess, but --</p> <p>22 MR. AGNETTI: Don't guess.</p> <p>23 THE WITNESS: Okay. So probably in 2021, when</p> <p>24 there were no funds left in that account.</p> <p>25</p>

<p style="text-align: right;">Page 50</p> <p>1 BY MR. THROCKMORTON:</p> <p>2 Q. If the last payment was made in approximately</p> <p>3 2020, I take it that -- well, has the mortgagee declared</p> <p>4 a default?</p> <p>5 A. Yes.</p> <p>6 Q. When, approximately, was there a default</p> <p>7 declared?</p> <p>8 A. I don't recall.</p> <p>9 Q. Has the mortgagee sued to foreclose?</p> <p>10 A. Not to my -- to not -- not to my knowledge yet.</p> <p>11 I haven't looked online to see if there's been something</p> <p>12 filed. I have not been served with a foreclosure.</p> <p>13 Q. Have you -- do you recall when the default was</p> <p>14 declared?</p> <p>15 A. No.</p> <p>16 Q. Have you personally participated in any</p> <p>17 discussions or communications with the lender relative</p> <p>18 to the default?</p> <p>19 A. No.</p> <p>20 Q. Okay. To your knowledge, has Harley Kane had</p> <p>21 such conversations or communications?</p> <p>22 A. I do not know.</p> <p>23 Q. What is the current balance of the mortgage to</p> <p>24 your current principal balance, to your knowledge?</p> <p>25 A. I think it's roughly 417- or -18,000.</p>	<p style="text-align: right;">Page 52</p> <p>1 MR. AGNETTI: Again, I instruct you again not</p> <p>2 to guess. If you know, tell him. If you don't</p> <p>3 know, say you don't know. Because what I don't want</p> <p>4 is that you paid a payment in '22 and you made an</p> <p>5 inaccurate statement.</p> <p>6 So if you know, tell him. If you don't know,</p> <p>7 you don't know; okay?</p> <p>8 THE WITNESS: (Witness nodding.)</p> <p>9 MR. THROCKMORTON: Can you read the last answer</p> <p>10 back.</p> <p>11 Not Mr. Agnetti's comment but the last answer</p> <p>12 that she gave, please.</p> <p>13 (Thereupon, the requested testimony was read</p> <p>14 back by the reporter as above recorded.)</p> <p>15 BY MR. THROCKMORTON:</p> <p>16 Q. Okay. Did you pay -- did you make any</p> <p>17 payments -- strike that.</p> <p>18 After moving out, did you make any payments</p> <p>19 relative to Hilson Court other than insurance payments?</p> <p>20 A. I don't believe so. I paid for -- I'm sorry.</p> <p>21 I paid for some appraisal reports. That was probably</p> <p>22 it.</p> <p>23 Q. Do you and Harley Kane have any agreements</p> <p>24 relative to the allocation of the sale proceeds of</p> <p>25 Hilson Court at such time as it might be sold?</p>
<p style="text-align: right;">Page 51</p> <p>1 Q. Okay. And what do you base that on?</p> <p>2 A. Statement. Bank statement.</p> <p>3 Q. Do you get monthly statements from the</p> <p>4 mortgagee?</p> <p>5 A. Not anymore.</p> <p>6 Q. But you did at one time?</p> <p>7 A. I did at one time.</p> <p>8 Q. Why did you stop getting them?</p> <p>9 A. I don't know.</p> <p>10 Q. Does Harley Kane get them?</p> <p>11 A. I'm not sure. I don't even know who the new</p> <p>12 lender is or the servicer of that loan is.</p> <p>13 Q. Do you -- since moving out in 2019, have you</p> <p>14 participated in paying for any upkeep, maintenance, or</p> <p>15 expenses related to Hilson Court?</p> <p>16 A. Yes.</p> <p>17 Q. Okay. Tell me about that.</p> <p>18 A. I was paying for all the insurances on the</p> <p>19 house.</p> <p>20 Q. Okay. Anything else?</p> <p>21 A. I don't recall.</p> <p>22 Q. Okay. When was the last time that you have</p> <p>23 made any payments relative to the Hilson Court property?</p> <p>24 A. 2021, I think, is the last -- I'm guessing was</p> <p>25 the last time --</p>	<p style="text-align: right;">Page 53</p> <p>1 MR. AGNETTI: Just --</p> <p>2 MR. THROCKMORTON: Let me reask that question.</p> <p>3 MR. AGNETTI: Sure.</p> <p>4 BY MR. THROCKMORTON:</p> <p>5 Q. In the event of a future sale of the Hilson</p> <p>6 Court property, is there an agreement between you and</p> <p>7 Harley Kane as to the allocation of the net sale</p> <p>8 proceeds?</p> <p>9 A. No.</p> <p>10 Q. Has there ever been an agreement on that</p> <p>11 subject?</p> <p>12 A. No.</p> <p>13 Q. Okay. All right.</p> <p>14 Is that the -- is this -- the mortgage that has</p> <p>15 a balance of roughly 417,000 the only mortgage on the</p> <p>16 property that you know of?</p> <p>17 A. Yes.</p> <p>18 Q. All right. We talked about real estate taxes.</p> <p>19 Now, tell me about any charging liens that</p> <p>20 you're aware of, please.</p> <p>21 A. Yes. I have my lawyer's charging lien on file.</p> <p>22 Q. Mr. --</p> <p>23 A. I don't know if it's been filed or not, but --</p> <p>24 MR. AGNETTI: It has.</p> <p>25</p>

<p style="text-align: right;">Page 54</p> <p>1 BY MR. THROCKMORTON:</p> <p>2 Q. Mr. Agnetti or his firm?</p> <p>3 A. Yes.</p> <p>4 Q. Okay. How much is that?</p> <p>5 A. I don't know.</p> <p>6 Q. Okay. What else?</p> <p>7 A. Mr. Phil Shechter, my forensic accountant.</p> <p>8 Q. Does he have a filed charging lien?</p> <p>9 A. I believe so.</p> <p>10 Q. How much is that, approximately?</p> <p>11 A. I don't know.</p> <p>12 Q. Not even -- you don't even know the --</p> <p>13 A. I know his bill is up -- is more than the</p> <p>14 charging lien that's been filed, and I'm sure</p> <p>15 Mr. Agnetti's is more than what's been filed.</p> <p>16 Q. Can you give me any estimates of either of</p> <p>17 those charging liens?</p> <p>18 A. Guesstimates.</p> <p>19 Q. Okay.</p> <p>20 A. For Mr. Shechter, probably 30- -- between 30-,</p> <p>21 35,000; Mr. Agnetti, 100,000.</p> <p>22 Q. Okay. Any others besides Mr. Agnetti and</p> <p>23 Mr. Shechter?</p> <p>24 A. No.</p> <p>25 Q. Okay. All right.</p>	<p style="text-align: right;">Page 56</p> <p>1 understood your testimony correctly, there is no pending</p> <p>2 litigation against the Flanagan firm today; correct?</p> <p>3 A. Correct.</p> <p>4 Q. All right. Is there any type of a tolling</p> <p>5 agreement as to the statute of limitations or any such</p> <p>6 deadline in effect between Michelle J. Kane, P.A., and</p> <p>7 Mr. Flanagan or Kane Lawyers?</p> <p>8 A. No.</p> <p>9 Q. Okay. Oh, does Mr. Schurr, S-C-H-U-R-R, have</p> <p>10 any type of a charging lien that he's asserted on that</p> <p>11 property?</p> <p>12 A. No.</p> <p>13 Q. Okay. Did he at one point assert a charging</p> <p>14 lien against it?</p> <p>15 A. No.</p> <p>16 Q. Okay. Were any -- were any of the proceeds of</p> <p>17 the mortgage loan encumbering Hilson Court used to buy</p> <p>18 the house that you're living in on 145th Street?</p> <p>19 MR. AGNETTI: Objection. That's her personal</p> <p>20 finances. I'll instruct her not to answer.</p> <p>21 MR. THROCKMORTON: John, I'm not going to raise</p> <p>22 my voice, but --</p> <p>23 MR. AGNETTI: Let me think about it.</p> <p>24 MR. THROCKMORTON: Okay. Thanks.</p> <p>25 MR. AGNETTI: You can answer that question.</p>
<p style="text-align: right;">Page 55</p> <p>1 So any other encumbrances on the Hilson Court</p> <p>2 property other than the mortgage, the two charging</p> <p>3 liens, and real estate taxes?</p> <p>4 A. I know at one time there was a construction</p> <p>5 lien on the property. I don't know if it's been lifted</p> <p>6 since it was paid, satisfied. I don't know if they</p> <p>7 wiped clean the --</p> <p>8 Q. But it has been paid?</p> <p>9 A. Yes.</p> <p>10 Q. Okay. And who is the lienor?</p> <p>11 A. It was a construction company in the Keys. I'm</p> <p>12 trying to --</p> <p>13 Q. Okay. I think I may have that.</p> <p>14 Are you familiar with the law firm of Reynolds</p> <p>15 &amp; Reynolds in West Palm Beach, which has been</p> <p>16 representing Charles Kane and is now Harley Kane's</p> <p>17 appellate counsel?</p> <p>18 A. I don't know them personally.</p> <p>19 Q. But you know who I'm talking about?</p> <p>20 A. Yeah.</p> <p>21 Q. To your knowledge, does the Reynolds firm have</p> <p>22 any type of a claim against the Hilson Court property?</p> <p>23 A. I do not know that.</p> <p>24 Q. Going back to Mr. Flanagan for a minute and his</p> <p>25 law firm, I know you testified that -- well, if I</p>	<p style="text-align: right;">Page 57</p> <p>1 THE WITNESS: Okay.</p> <p>2 No.</p> <p>3 MR. THROCKMORTON: This would be a lot easier</p> <p>4 and quicker if you would let me ask what the</p> <p>5 proceeds of that loan were used for so I don't have</p> <p>6 to come back.</p> <p>7 Are you still instructing her not to answer?</p> <p>8 MR. AGNETTI: Yes.</p> <p>9 BY MR. THROCKMORTON:</p> <p>10 Q. But to be clear, and this is a slightly broader</p> <p>11 question than the one I just asked you, have any --</p> <p>12 MR. AGNETTI: Let me think about your question</p> <p>13 and let me ask the client. Let me talk to her about</p> <p>14 it.</p> <p>15 MR. THROCKMORTON: Okay. Let's go --</p> <p>16 MR. AGNETTI: Let's take five minutes.</p> <p>17 MR. THROCKMORTON: I want to take a five-minute</p> <p>18 break anyway.</p> <p>19 MR. AGNETTI: I want to not avoid crap.</p> <p>20 MR. THROCKMORTON: Okay. All right. And I</p> <p>21 will be -- I don't think we have a heck of a lot</p> <p>22 more once we get back and you figure that out.</p> <p>23 (Thereupon, a recess was taken in the</p> <p>24 deposition, after which the deposition continued as</p> <p>25 follows:)</p>

<p style="text-align: right;">Page 58</p> <p>1 MR. THROCKMORTON: All right. We're back.</p> <p>2 MR. AGNETTI: Okay. She's -- go ahead. She'll</p> <p>3 answer that question.</p> <p>4 BY MR. THROCKMORTON:</p> <p>5 Q. All right. Do you want to hear the question</p> <p>6 again, or are you --</p> <p>7 A. Yes.</p> <p>8 MR. THROCKMORTON: Okay. Can you read back the</p> <p>9 last --</p> <p>10 BY MR. THROCKMORTON:</p> <p>11 Q. Well, let me just ask the question again.</p> <p>12 It'll be easier.</p> <p>13 The subject of the question is the mortgage</p> <p>14 loan on Hilson Court where the mortgage is signed by you</p> <p>15 and Harley but the note is only signed by you.</p> <p>16 A. Yes.</p> <p>17 Q. What -- where did the proceeds of that loan go?</p> <p>18 A. So the proceeds of that loan were divided in</p> <p>19 half, and when we separated, Harley -- I think it -- to</p> <p>20 the best of my knowledge, it was 115- or 117- after</p> <p>21 certain expenses, cars were paid off and all of that,</p> <p>22 closing costs and everything. He received that portion</p> <p>23 and I received 115- or 117,000, and that was used when I</p> <p>24 separated for living expenses.</p> <p>25 Q. Okay.</p>	<p style="text-align: right;">Page 60</p> <p>1 objected to, I think you had the right of it and I</p> <p>2 apologize.</p> <p>3 MR. AGNETTI: That's quite all right.</p> <p>4 BY MR. THROCKMORTON:</p> <p>5 Q. All right. You mentioned that Mr. Agnetti may</p> <p>6 have a -- or has a charging lien on the property. Has</p> <p>7 Mr. -- to your knowledge, has Mr. Agnetti ever</p> <p>8 represented Harley Kane?</p> <p>9 A. No.</p> <p>10 Q. Okay. Did Harley Kane consent -- to your</p> <p>11 knowledge, again, did Harley Kane ever consent to a</p> <p>12 charging lien or an encumbrance of any kind in favor of</p> <p>13 Mr. Agnetti or his firm?</p> <p>14 A. No.</p> <p>15 Q. Okay. Did you have a meeting this morning with</p> <p>16 Mr. Harley Kane and Mr. Agnetti?</p> <p>17 A. I had a meeting with my lawyer. And</p> <p>18 Mr. Kane -- I invited Mr. Kane to sit and have coffee</p> <p>19 with me.</p> <p>20 Q. Okay. Was there a time when the three of you</p> <p>21 were conversing?</p> <p>22 A. About my kids and their report cards.</p> <p>23 Q. Okay. My question is, While the three of you</p> <p>24 were together this morning, did you talk about this</p> <p>25 case?</p>
<p style="text-align: right;">Page 59</p> <p>1 A. I moved out, so I needed a place to rent. I</p> <p>2 needed to support my family, my children, and day care</p> <p>3 and tuition, aftercare, extracurricular activities, all</p> <p>4 that stuff.</p> <p>5 Q. Okay. Got it.</p> <p>6 So you and -- the executive summary is that you</p> <p>7 and Harley Kane split the net proceeds of the loan and</p> <p>8 each used it for your own -- whatever your personal</p> <p>9 expenses were --</p> <p>10 A. Yes.</p> <p>11 Q. -- a discretionary basis?</p> <p>12 A. Yes.</p> <p>13 Q. Okay.</p> <p>14 A. After -- we -- there was some money that was</p> <p>15 put aside also for the mortgage, to pay the mortgage.</p> <p>16 So that was in that joint account.</p> <p>17 Q. Okay. Okay.</p> <p>18 So some but not all of the proceeds of that</p> <p>19 loan were ultimately used by you, and some were used by</p> <p>20 Harley Kane?</p> <p>21 A. Yes.</p> <p>22 Q. Okay. Thank you for that.</p> <p>23 MR. THROCKMORTON: Before I go on, I wanted to</p> <p>24 do this on the record. I do try to be professional,</p> <p>25 Mr. Agnetti, and that comment of mine that you</p>	<p style="text-align: right;">Page 61</p> <p>1 MR. AGNETTI: Objection. Attorney-client</p> <p>2 communication.</p> <p>3 MR. THROCKMORTON: Okay. And, again, I'll just</p> <p>4 make my position clear for the record.</p> <p>5 Both you and Ms. Kane now have said that you</p> <p>6 have never represented Harley Kane.</p> <p>7 MR. AGNETTI: It's been Harley Kane represents</p> <p>8 himself.</p> <p>9 MR. THROCKMORTON: Right. Correct.</p> <p>10 MR. AGNETTI: If we had a meeting together,</p> <p>11 it's attorney-client communication.</p> <p>12 MR. THROCKMORTON: Well, it's not if there's a</p> <p>13 third party that's not part of the attorney-client</p> <p>14 relationship.</p> <p>15 MR. AGNETTI: Yes, but he's representing</p> <p>16 himself. He's representing himself. He doesn't</p> <p>17 have a lawyer.</p> <p>18 So I'm going to instruct you not to answer what</p> <p>19 was discussed this morning. It's not like he has</p> <p>20 his own lawyer.</p> <p>21 MR. THROCKMORTON: Not agreeing, but I</p> <p>22 understand your position. And I know resistance is</p> <p>23 futile, so bear with me.</p> <p>24 MR. KANE: I was getting assimilated.</p> <p>25 MR. THROCKMORTON: What's that?</p>



<p style="text-align: right;">Page 62</p> <p>1 MR. KANE: I was getting assimilated.</p> <p>2 MR. THROCKMORTON: Assimilated?</p> <p>3 MR. KANE: If resistance is futile.</p> <p>4 MR. THROCKMORTON: Oh, okay.</p> <p>5 MR. AGNETTI: Is that a "Star Trek" reference?</p> <p>6 MR. KANE: That's a "Star Trek" line.</p> <p>7 BY MR. THROCKMORTON:</p> <p>8 Q. Okay. As I look through these documents just</p> <p>9 to see if I'm missing anything, I'll just tell you I</p> <p>10 think we're almost done.</p> <p>11 A. Okay.</p> <p>12 Q. So you won't despair.</p> <p>13 I'm going to -- well, did Harley Kane at any</p> <p>14 time have an interest in Florida Keys Law Group LLC?</p> <p>15 A. No.</p> <p>16 Q. Did Harley Kane at any time ever have an</p> <p>17 interest in Upper Keys Mediation LLC?</p> <p>18 A. No.</p> <p>19 Q. Have you ever -- since you moved out in 2019,</p> <p>20 have you ever made any of the mortgage payments on the</p> <p>21 Hilson Court property?</p> <p>22 A. Yes.</p> <p>23 Q. Okay. Are you still -- and I'm sorry. I</p> <p>24 thought we talked about this before, but I'm a little</p> <p>25 confused.</p>	<p style="text-align: right;">Page 64</p> <p>1 is different. Has the Court imposed any final or</p> <p>2 provisional allocations of that -- of the Hilson</p> <p>3 property?</p> <p>4 A. No.</p> <p>5 Q. All right. So there has been no -- to date,</p> <p>6 there has been no either agreement or adjudication as to</p> <p>7 the -- the marital property?</p> <p>8 A. Correct.</p> <p>9 Q. I need to look at one more thing, and then I'll</p> <p>10 let you go.</p> <p>11 MR. THROCKMORTON: Let's go off the record one</p> <p>12 more time.</p> <p>13 (Thereupon, a recess was taken in the</p> <p>14 deposition, after which the deposition continued as</p> <p>15 follows:)</p> <p>16 MR. THROCKMORTON: All right. Back on the</p> <p>17 record.</p> <p>18 We may have to sort out a few of the</p> <p>19 instructions not to answer, but subject to that, I</p> <p>20 have no further questions today.</p> <p>21 Thank you.</p> <p>22 THE WITNESS: Okay. Thanks.</p> <p>23 MR. THROCKMORTON: Appreciate it.</p> <p>24 MR. AGNETTI: I have no questions. We'll read.</p> <p>25 Mr. Kane?</p>
<p style="text-align: right;">Page 63</p> <p>1 Are you still doing that today?</p> <p>2 A. No.</p> <p>3 Q. Okay. So you haven't done it since 2020, when</p> <p>4 the last payment was made?</p> <p>5 A. I believe so.</p> <p>6 Q. Were you the one -- were you making -- were you</p> <p>7 personally making all the payments up until that time?</p> <p>8 A. It was coming out of the joint account</p> <p>9 automatically. Autopay.</p> <p>10 Q. Ah. The --</p> <p>11 A. First State.</p> <p>12 Q. -- First State account. Okay.</p> <p>13 Which was -- remind me how that account was</p> <p>14 funded.</p> <p>15 A. With the line of credit. We had a home equity</p> <p>16 line on Hilson.</p> <p>17 Q. Ah, the first mortgage?</p> <p>18 A. Yeah.</p> <p>19 Q. Got you.</p> <p>20 Okay. So you used some of the proceeds of the</p> <p>21 loan to repay the loan?</p> <p>22 A. Correct.</p> <p>23 Q. Okay. I know you testified that there are no</p> <p>24 agreements between you and Harley Kane about allocation</p> <p>25 of any future proceeds of Hilson Court. This question</p>	<p style="text-align: right;">Page 65</p> <p>1 MR. KANE: I don't have any questions.</p> <p>2 MR. THROCKMORTON: Okay. All right. We're</p> <p>3 off -- the deposition of Mrs. Kane is adjourned.</p> <p>4 Let's go off the record for a second.</p> <p>5 THE WITNESS: Thank you for the charger.</p> <p>6 MR. THROCKMORTON: Thanks.</p> <p>7 (Thereupon, the deposition was adjourned at</p> <p>8 11:45 p.m.)</p> <p>9</p> <p>10</p> <p>11</p> <p>12</p> <p>13</p> <p>14</p> <p>15</p> <p>16</p> <p>17</p> <p>18</p> <p>19</p> <p>20</p> <p>21</p> <p>22</p> <p>23</p> <p>24</p> <p>25</p>

Page 66

1 CERTIFICATE OF OATH

2

3 STATE OF FLORIDA:

4 COUNTY OF MIAMI-DADE:

5

6 I, VANESSA OBAS, RPR, Notary Public, State of

7 Florida, do hereby certify that MICHELLE JAVED KANE

8 personally appeared before me on September 7, 2023 and


9 was duly sworn and produced her driver's license as

10 identification.

11

12 Signed this 21st day of September, 2023.

13

14 

15

16

17 \_\_\_\_\_

18 VANESSA OBAS, RPR

19 Notary Public, State of Florida

20 My Commission No.: HH 428338

21 Expires: September 13, 2027

22

23

24

25

Page 67

1 CERTIFICATE OF REPORTER

2

3 STATE OF FLORIDA:

4 COUNTY OF MIAMI-DADE:

5

6 I, VANESSA OBAS, RPR, Notary Public, State of

7 Florida, certify that I was authorized to and did

8 stenographically report the deposition of MICHELLE JAVED

9 KANE; that a review of the transcript was requested; and

10 that the foregoing transcript, pages 5 through 65, is a

11 true and accurate record of my stenographic notes.

12

13 I further certify that I am not a relative,

14 employee, or attorney, or counsel of any of the parties,


15 nor am I a relative or employee of any of the parties'

16 attorneys or counsel connected with the action, nor am I

17 financially interested in the action.

18

19 DATED this 21st day of September, 2023.

20 

21

22 VANESSA OBAS, RPR

23

24

25

Page 68

1 ERRATA SHEET

2 DO NOT WRITE ON TRANSCRIPT-ENTER CHANGES HERE

3 IN RE: TILGHMAN, STEWART v. KANE & KANE, et al.

4 CASE NO: 50 2004 CA 006138 XXXX MB AO

5 DATE: September 7, 2023

6 DEPONENT: MICHELLE JAVED KANE

7

8 PAGE NO. LINE NO. CORRECTION & REASON

9 \_\_\_\_\_

10 \_\_\_\_\_

11 \_\_\_\_\_

12 \_\_\_\_\_

13 \_\_\_\_\_

14 \_\_\_\_\_

15 \_\_\_\_\_

16 \_\_\_\_\_

17 \_\_\_\_\_

18 \_\_\_\_\_

19 \_\_\_\_\_

20 \_\_\_\_\_

21 \_\_\_\_\_

22 Under penalties of perjury, I declare that I have read

23 the foregoing document and that the facts stated in it

24 are true."

25 DATE MICHELLE JAVED KANE

Page 69

1 September 21, 2023

2 MICHELLE JAVED KANE

3 c/o HOFFMAN, LARIN & AGNETTI, P.A.

4 909 N Miami Beach Boulevard

5 Suite 201

6 Miami, Florida 33162

7 john@hlalaw.com

8

9 In Re: September 7, 2023, Deposition of MICHELLE JAVED

10 KANE

11 Dear MICHELLE JAVED KANE:

12 The above-referenced transcript is available for review.

13 You should read the testimony to verify its accuracy.

14 If there are any changes, you should note those with the

15 reason on the attached Errata Sheet.

16 You should, please, date and sign the Errata Sheet and

17 e-mail to the deposing attorney as well as to Veritext

18 at transcripts-fl@veritext.com and copies will be

19 emailed to all ordering parties.

20

21 It is suggested that the completed errata be returned 30

22 days from receipt of testimony, as considered reasonable

23 under Federal rules\*, however, there is no Florida

24 statute to this regard.

25 If the witness fails to do so, the transcript may be

used as if signed.

Yours,

Veritext Legal Solutions

cc: CHARLES W. THROCKMORTON, IV, Esquire

JOHN BRADLEY AGNETTI, Esquire

Waiver:

I, \_\_\_\_\_, hereby waive the reading and signing

of my deposition transcript.

Deponent Signature Date

\*Federal Civil Procedure Rule 30(e)/Florida Civil

Procedure Rule 1.310(e)

<b>&amp;</b>	<b>2</b>	<b>2027</b> 66:19	<b>68</b> 3:6
<b>&amp;</b> 1:5,8,8 2:4,9 3:7 5:19 55:15 68:3,6 69:2	<b>2</b> 28:9	<b>21</b> 69:1	<b>69</b> 3:7
<b>0</b>	<b>2.0</b> 49:3	<b>21st</b> 66:12 67:19	<b>7</b>
<b>006138</b> 1:3 68:3	<b>2.03</b> 45:20	<b>22</b> 52:4	<b>7</b> 1:13 3:11 66:8 68:4 69:5
<b>1</b>	<b>2.0375</b> 29:6,17 30:8	<b>22726</b> 66:16 67:22	<b>75</b> 46:8,9
<b>1</b> 3:11 7:21,24 7:25 27:12 36:22 46:8	<b>2.7</b> 41:24 42:1 42:15 43:16	<b>2525</b> 2:4	<b>8</b>
<b>1,750,000</b> 46:7	<b>2.7.</b> 43:20	<b>28th</b> 7:11,13	<b>850</b> 30:21 45:21
<b>1.075</b> 45:16	<b>2.75.</b> 42:2	<b>3</b>	<b>9</b>
<b>1.075.</b> 46:10	<b>2004</b> 1:3 68:3	<b>3</b> 49:5	<b>9</b> 2:5
<b>1.2</b> 31:2 45:22	<b>201</b> 2:10 69:3	<b>30</b> 54:20,20 69:13,25	<b>909</b> 2:9 69:3
<b>1.310</b> 69:25	<b>2014</b> 26:3	<b>33037</b> 1:16 5:17	<b>99701</b> 1:16
<b>1.75</b> 45:17,23 46:2	<b>2015</b> 26:4,9 29:17	<b>33134</b> 2:5	<b>a</b>
<b>100</b> 15:11 18:22 31:21	<b>2016</b> 22:4,8,10 23:18,23 36:23 37:3 38:7	<b>33162</b> 2:10 69:4	<b>a.m.</b> 1:14,14
<b>100,000</b> 54:21	<b>2017</b> 35:15,23 36:15 38:5,24 41:2,3,8	<b>35,000</b> 54:21	<b>able</b> 15:20 20:25
<b>10:00</b> 1:14	<b>2018</b> 26:12	<b>394-2001</b> 9:10	<b>above</b> 3:14 23:3 52:14 69:8
<b>11</b> 36:23 37:3	<b>2019</b> 26:13 27:23 44:12	<b>3rd</b> 27:14	<b>account</b> 15:6,7 15:8,12,17
<b>115</b> 58:20,23	<b>2020</b> 10:5 48:6 50:3 63:3	<b>4</b>	27:19 28:11,18
<b>117</b> 58:20	<b>2021</b> 49:23 51:24	<b>4</b> 14:22	28:22,22 29:7
<b>117,000</b> 58:23	<b>2022</b> 14:19 20:5 20:6,13	<b>417</b> 50:25	29:10,13,18
<b>11:45</b> 1:14 65:8	<b>2023</b> 1:13 25:18 66:8,12 67:19 68:4 69:1,5	<b>417,000</b> 53:15	30:18 34:17
<b>13</b> 26:3 66:19		<b>428338</b> 66:18	45:21 48:9,12
<b>145</b> 5:17		<b>5</b>	48:15,16,17
<b>145th</b> 56:18		<b>5</b> 3:4 67:10	49:3,7,16,24
<b>16</b> 6:4		<b>50</b> 1:3 15:4,18 15:18 17:25 68:3	59:16 63:8,12 63:13
<b>18,000</b> 50:25		<b>6</b>	<b>accountant</b> 19:23 54:7
<b>1st</b> 5:17		<b>6,000</b> 14:22	<b>accounting</b> 16:14,16,21
		<b>65</b> 67:10	<b>accounts</b> 28:2,3 28:5,6,20 48:24
		<b>66</b> 3:5	
		<b>67</b> 3:6	

49:14 <b>accuracy</b> 27:14 27:15 69:9 <b>accurate</b> 67:11 <b>acquired</b> 21:25 34:15 36:21 42:25 <b>acquisition</b> 31:24 32:10,17 <b>action</b> 67:16,17 <b>active</b> 10:25 11:1,8,11,21 21:20 <b>activities</b> 11:3 59:3 <b>activity</b> 11:6,18 12:2 <b>actual</b> 21:2 <b>actually</b> 8:19 11:17 26:17 <b>address</b> 5:16,21 <b>adjourned</b> 65:3 65:7 <b>adjudication</b> 64:6 <b>administration</b> 6:24 <b>affairs</b> 35:18 47:21 <b>affirm</b> 4:5 <b>aftercare</b> 59:3 <b>agitated</b> 40:2 <b>agnetti</b> 2:8,9 4:18,18,24 5:1,4 6:16 7:1,6,9,14	7:16,17 13:8,18 13:23 16:8,25 17:7,11 18:16 19:1,16 20:1 22:3,13,25 23:4 23:12,17,25 24:7,10,14 26:1 26:5,10,24 27:7 30:3 33:22 34:2 34:7,10,18 35:5 35:17 36:1,4,8 36:10,12,16 37:7,11,19,23 38:1,11,15,18 39:8,11,21 40:6 40:10,13,16,18 40:21 41:18,22 42:1,5,10,17 43:19,23 45:25 46:4,8,13,20,25 47:3,19 49:20 49:22 52:1 53:1 53:3,24 54:2,21 54:22 56:19,23 56:25 57:8,12 57:16,19 58:2 59:25 60:3,5,7 60:13,16 61:1,7 61:10,15 62:5 64:24 69:2,20 <b>agnetti's</b> 52:11 54:15 <b>ago</b> 5:21 10:3 16:11 25:6,6 29:4 42:6	<b>agreed</b> 3:19 43:22 <b>agreeing</b> 61:21 <b>agreement</b> 53:6 53:10 56:5 64:6 <b>agreements</b> 52:23 63:24 <b>ah</b> 63:10,17 <b>ahead</b> 38:17 58:2 <b>aid</b> 6:17 22:16 38:4 <b>al</b> 1:5,9 68:3 <b>allegations</b> 12:16 <b>allocation</b> 52:24 53:7 63:24 <b>allocations</b> 64:2 <b>allowed</b> 39:21 <b>allowing</b> 23:17 38:19 <b>amount</b> 15:19 18:9 30:12 <b>andrew</b> 33:1,4 <b>answer</b> 6:20 7:2 7:7 13:10 17:2,8 17:14,21 18:18 19:2 20:1 22:14 22:18,24,25 23:7,21 34:4,19 35:19 36:2 37:8 37:12,15 38:19 38:21 39:21 42:20 46:21 47:22 48:22	52:9,11 56:20 56:25 57:7 58:3 61:18 64:19 <b>answered</b> 34:18 <b>answering</b> 34:11 36:17 39:15,23 <b>answers</b> 10:2 <b>anymore</b> 11:8,9 44:21 45:4 51:5 <b>anyway</b> 57:18 <b>ao</b> 1:3 68:3 <b>apart</b> 21:13 43:12,12 <b>apologize</b> 60:2 <b>appearance</b> 4:14 <b>appeared</b> 66:8 <b>appearing</b> 2:6 2:11 <b>appellate</b> 55:17 <b>applied</b> 34:24 <b>appraisal</b> 41:23 42:4,15 43:16 52:21 <b>appreciate</b> 39:19 64:23 <b>appropriate</b> 30:12 <b>approximate</b> 42:4 <b>approximately</b> 14:20 25:24 26:15 30:14,20 50:2,6 54:10
---	--	--	---

<b>approximation</b> 30:23 <b>argue</b> 36:4 <b>argument</b> 37:16 37:20 <b>aside</b> 59:15 <b>asked</b> 7:17 34:18 45:13 57:11 <b>asking</b> 18:20,20 18:22 32:8 <b>assert</b> 56:13 <b>asserted</b> 56:10 <b>assets</b> 6:24 9:6 12:17 19:4,17 36:19 38:22 <b>assimilated</b> 61:24 62:1,2 <b>associated</b> 31:23 <b>attached</b> 36:22 69:10 <b>attending</b> 5:4 <b>attorney</b> 17:1 17:11 18:17,22 42:18 61:1,11 61:13 67:14 69:11 <b>attorneys</b> 67:16 <b>august</b> 27:14 <b>auspices</b> 21:7,9 <b>authorized</b> 67:7 <b>automatically</b> 63:9	<b>autopay</b> 63:9 <b>available</b> 42:12 69:8 <b>avoid</b> 57:19 <b>aware</b> 44:19 45:2 53:20 <b>b</b> <b>b</b> 1:8 3:9 6:4 <b>back</b> 5:20 7:19 19:11 23:1,2 29:2 36:7 48:22 52:10,14 55:24 57:6,22 58:1,8 64:16 <b>balance</b> 50:23 50:24 53:15 <b>bank</b> 15:5,7 27:18 28:2,20 29:7,10 34:17 45:5 48:16,23 51:2 <b>base</b> 51:1 <b>based</b> 35:23 <b>basis</b> 17:21 59:11 <b>beach</b> 1:1 2:9 33:20,25 35:9 36:25 37:3 55:15 69:3 <b>bear</b> 43:25 61:23 <b>behalf</b> 2:6,11 4:18 8:10 22:11 <b>believe</b> 10:17 14:19 15:16	20:6 28:19 31:25 32:5 35:15 40:2 42:15 45:16 48:6 49:19 52:20 54:9 63:5 <b>belonged</b> 22:21 <b>best</b> 14:21 25:24 26:15 38:6 41:17 43:15 58:20 <b>better</b> 6:1 <b>beyond</b> 38:14 <b>bianchi</b> 1:5 <b>bill</b> 54:13 <b>boat</b> 24:19,21 <b>boca</b> 32:22 33:7 <b>bought</b> 26:18 31:6,15 45:8 <b>boulevard</b> 2:4,9 69:3 <b>bowling</b> 5:19 <b>boynton</b> 33:20 33:25 35:9 36:25 37:2 <b>bradley</b> 2:8 69:20 <b>break</b> 57:18 <b>broader</b> 57:10 <b>broken</b> 5:25 <b>broker</b> 33:11 43:2 <b>brought</b> 12:11 12:12	<b>business</b> 11:18 22:15 23:6 <b>buy</b> 26:19 45:10 45:11 56:17 <b>buying</b> 31:19 <b>c</b> <b>c</b> 2:1 4:1 56:9 69:2 <b>ca</b> 1:3 68:3 <b>calendar</b> 25:18 <b>call</b> 48:2 <b>called</b> 4:11 28:21 <b>calls</b> 13:9 16:25 18:17 42:18 <b>cards</b> 60:22 <b>care</b> 59:2 <b>cars</b> 58:21 <b>case</b> 1:3 10:24 22:21 42:11 44:22 60:25 68:3 <b>cases</b> 11:7 19:12 19:15 21:6,12 21:20 22:11 <b>cash</b> 45:11 <b>cause</b> 4:6 <b>cc</b> 69:19 <b>certain</b> 58:21 <b>certificate</b> 3:5,6 66:1 67:1 <b>certify</b> 66:7 67:7 67:13 <b>change</b> 21:4,5
--	---	---	---

<b>changed</b> 10:18 11:20 <b>changes</b> 68:2 69:9 <b>charger</b> 65:5 <b>charging</b> 44:21 53:19,21 54:8 54:14,17 55:2 56:10,13 60:6 60:12 <b>charles</b> 2:3 3:14 4:15 55:16 69:19 <b>children</b> 25:10 25:20,22 59:2 <b>chuck</b> 39:11 <b>circuit</b> 1:1,1 <b>civil</b> 1:2 69:25 69:25 <b>claim</b> 55:22 <b>clean</b> 55:7 <b>clear</b> 9:18 11:10 39:1 57:10 61:4 <b>client</b> 17:1,11 18:17 26:6 42:18 57:13 61:1,11,13 <b>closed</b> 28:23 36:24 49:17,18 <b>closing</b> 31:16,23 32:18 45:16 58:22 <b>coffee</b> 60:18 <b>come</b> 7:19 45:24 57:6	<b>coming</b> 63:8 <b>commenced</b> 26:12 <b>comment</b> 52:11 59:25 <b>commission</b> 66:18 <b>communicate</b> 18:5 <b>communicating</b> 21:1 <b>communication</b> 17:12 18:17 19:25 61:2,11 <b>communicatio...</b> 42:18 50:17,21 <b>company</b> 11:9 11:20 23:14 55:11 <b>completed</b> 69:13 <b>concerning</b> 18:12 <b>conclusion</b> 3:15 <b>conference</b> 7:11 <b>conflict</b> 20:22 <b>confused</b> 46:13 62:25 <b>connected</b> 67:16 <b>connection</b> 8:15 <b>consent</b> 60:10 60:11 <b>consequences</b> 30:7	<b>consideration</b> 13:5 14:5 <b>considered</b> 24:20 69:14 <b>constitutional</b> 47:20 <b>construction</b> 55:4,11 <b>consult</b> 8:14 <b>contact</b> 5:14,22 <b>content</b> 18:21 <b>context</b> 10:10 <b>continued</b> 57:24 64:14 <b>controlled</b> 14:4 <b>conversations</b> 50:21 <b>conversing</b> 60:21 <b>cooperate</b> 39:18 <b>cooperative</b> 39:14 <b>copies</b> 32:7 69:12 <b>corporation</b> 1:9 10:16,25 11:8 11:11 <b>correct</b> 5:1 10:19,22 12:9 12:15 13:22 16:18 28:12 29:7,18 32:6 39:17 40:6,7 43:7,8,14 44:24 47:1 56:2,3 61:9	63:22 64:8 <b>correction</b> 68:6 <b>correctly</b> 56:1 <b>costs</b> 31:16,23 45:16 58:22 <b>counsel</b> 3:20 4:21,25 32:16 33:8 55:17 67:14,16 <b>county</b> 1:1 19:13 21:6 22:11 66:4 67:4 <b>couple</b> 5:13,20 21:22 <b>court</b> 1:1 4:3,13 4:21 33:17,18 34:14,25 35:2,2 36:22,25 41:5 41:13,16 43:1 43:16 44:3 51:15,23 52:19 52:25 53:6 55:1 55:22 56:17 58:14 62:21 63:25 64:1 <b>courtesy</b> 38:18 <b>crap</b> 57:19 <b>created</b> 49:8 <b>credit</b> 63:15 <b>creditors</b> 4:16 <b>current</b> 6:14 20:21 43:15 50:23,24 <b>currently</b> 5:18 25:9
---	---	--	---

<b>cwt</b> 2:6	<b>definition</b> 37:2	<b>discussed</b> 61:19	<b>doing</b> 11:17
<b>d</b>	<b>del</b> 1:15	<b>discussing</b> 6:18	63:1
<b>d</b> 1:8 3:1 4:1	<b>demanded</b> 16:18	<b>discussion</b> 18:21 31:4	<b>dredging</b> 29:15
<b>dade</b> 66:4 67:4	<b>depo</b> 5:5	41:21	<b>driver's</b> 66:9
<b>damn</b> 38:8	<b>deponent</b> 3:20	<b>discussions</b> 17:13 50:17	<b>drop</b> 13:3 16:23
<b>dance</b> 13:23	68:4 69:24	<b>dismissal</b> 14:5	16:24 18:11
<b>date</b> 1:13 5:15	<b>deposed</b> 39:2	<b>dismissed</b> 12:10	<b>dropped</b> 13:4
7:5,6,12,18	<b>deposing</b> 69:11	13:1	<b>dropping</b> 13:7
16:11 42:4 64:5	<b>deposition</b> 1:12	<b>dissolve</b> 19:24	<b>duly</b> 4:11 66:9
68:4,25 69:11	3:15,21 5:12	20:16,21	<b>e</b>
69:24	6:17 22:16 36:5	<b>dissolved</b> 10:17	<b>e</b> 2:1,1 3:1,9 4:1
<b>dated</b> 36:23	38:4 39:1 57:24	11:12 20:25	4:1 5:21,23 6:2
67:19	57:24 64:14,14	<b>dissolving</b> 21:2	6:3,4,5 33:2
<b>day</b> 59:2 66:12	65:3,7 67:8 69:5	<b>distributable</b> 15:4	69:11,25,25
67:19	69:22	<b>distribution</b> 15:1 29:15,16	<b>earned</b> 19:14
<b>days</b> 69:14	<b>described</b> 47:7	29:23 30:8	<b>easier</b> 57:3
<b>de</b> 2:4	<b>description</b> 3:10	<b>distributions</b> 14:17 17:24	58:12
<b>deadline</b> 56:6	<b>despair</b> 62:12	<b>divided</b> 58:18	<b>economic</b> 12:22
<b>deal</b> 22:15 33:12	<b>determination</b> 17:4 18:15,24	<b>division</b> 1:2	13:17
<b>dealing</b> 12:18	<b>determine</b> 22:20	<b>divorce</b> 6:11,15	<b>effect</b> 56:6
<b>deals</b> 42:18	<b>different</b> 48:11	6:19,25 7:5,10	<b>effort</b> 20:20
<b>dear</b> 69:7	64:1	7:16 26:12	<b>either</b> 25:4
<b>debt</b> 18:12,24	<b>dig</b> 21:23	42:11,19	26:25 54:16
<b>december</b> 41:2	<b>direct</b> 3:4 5:7	<b>divulging</b> 42:11	64:6
41:3,8	<b>disagree</b> 34:10	<b>document</b> 8:12	<b>emailed</b> 69:12
<b>decide</b> 39:17	38:11	8:16 68:22	<b>employed</b> 5:18
<b>decision</b> 18:11	<b>disbarment</b> 22:7	<b>documentation</b> 32:1	15:24 20:24
<b>declare</b> 68:22	<b>discovery</b> 32:4	<b>documents</b> 32:10,15 62:8	<b>employee</b> 67:14
<b>declared</b> 50:3,7	<b>discretionary</b> 59:11		67:15
50:14	<b>discuss</b> 7:2		<b>encumbering</b> 56:17
<b>deed</b> 36:21			<b>encumbrance</b> 60:12
<b>default</b> 50:4,6			<b>encumbrances</b> 44:19 55:1
50:13,18			
<b>defendants</b> 1:10			

<b>engaged</b> 11:5 <b>enter</b> 68:2 <b>entirety</b> 8:22 9:3 27:13 41:4 48:25 <b>entirety's</b> 28:11 29:18 <b>entities</b> 23:11 <b>entitled</b> 38:3 <b>entity</b> 8:25 10:12,15,18,22 11:14,17,24 14:3,9 18:24 22:23 23:6,9,10 30:1 <b>entry</b> 9:12 <b>equal</b> 17:24 <b>equity</b> 63:15 <b>errata</b> 3:6 68:1 69:10,11,13 <b>esquire</b> 2:3,8 3:14 69:19,20 <b>established</b> 14:11 29:4 <b>estate</b> 32:2 35:3 35:25 41:4 42:22,23 44:2,5 44:23 53:18 55:3 <b>estimates</b> 54:16 <b>et</b> 1:5,9 68:3 <b>event</b> 53:5 <b>everyone's</b> 4:14 <b>exact</b> 14:24 16:10	<b>examination</b> 3:4 5:7 <b>exchange</b> 14:5 <b>exchanged</b> 13:19 <b>execution</b> 6:18 22:17 38:4 <b>executive</b> 59:6 <b>exercise</b> 40:4 <b>exhibit</b> 3:11 7:21,24,25 27:12 36:22 <b>exhibits</b> 3:14 <b>exist</b> 10:15 <b>existence</b> 20:13 <b>expenditures</b> 31:13 <b>expenses</b> 51:15 58:21,24 59:9 <b>expires</b> 66:19 <b>extension</b> 20:6 <b>extent</b> 13:8 41:18 42:17 <b>extracurricular</b> 59:3	<b>family</b> 44:22 59:2 <b>favor</b> 45:3 60:12 <b>federal</b> 69:14,25 <b>fifteenth</b> 1:1 <b>figure</b> 57:22 <b>file</b> 19:20 20:4 20:12 53:21 <b>filed</b> 9:14,16,19 9:21,25 20:9 35:23 38:5 40:24 41:2 50:12 53:23 54:8,14,15 <b>filing</b> 19:23 <b>final</b> 64:1 <b>finances</b> 39:24 47:4 56:20 <b>financial</b> 35:18 47:21 <b>financially</b> 67:17 <b>fine</b> 13:20 24:14 38:1 41:11 <b>finish</b> 13:17 <b>firm</b> 11:7 15:4 15:22,24 16:2,5 19:14 20:22,23 32:20,22 33:5,7 54:2 55:14,21 55:25 56:2 60:13 <b>firms</b> 22:12 <b>first</b> 4:11 8:25 21:16 40:25	48:1,16,19 49:7 49:9 63:11,12 63:17 <b>five</b> 57:16,17 <b>fl</b> 69:12 <b>flanagan</b> 12:8 12:17 14:3 15:16 18:1,2 21:1 55:24 56:2 56:7 <b>floor</b> 2:5 <b>florida</b> 1:1,16 2:5,10 62:14 66:3,7,18 67:3,7 69:4,14,25 <b>follow</b> 4:23 <b>follows</b> 4:12 57:25 64:15 <b>force</b> 40:3 <b>foreclose</b> 50:9 <b>foreclosure</b> 50:12 <b>foregoing</b> 67:10 68:22 <b>forensic</b> 54:7 <b>forget</b> 9:19 <b>formally</b> 10:17 <b>forth</b> 5:20 <b>found</b> 33:14 <b>four</b> 25:6 <b>fox</b> 1:5 <b>frame</b> 35:5 <b>fraudulent</b> 38:12
	<b>f</b>		
	<b>fact</b> 3:11 7:21 8:1,5,19,21 9:1 16:20 27:12,16 44:9 <b>facts</b> 68:22 <b>fails</b> 69:16 <b>failure</b> 16:20 <b>familiar</b> 55:14		



<b>fully</b> 44:2 <b>funded</b> 63:14 <b>funds</b> 15:17 31:5,13,22 34:15 49:24 <b>further</b> 17:5 64:20 67:13 <b>futile</b> 61:23 62:3 <b>future</b> 53:5 63:25	62:13 <b>good</b> 5:9,10 <b>gross</b> 9:12 <b>group</b> 62:14 <b>guess</b> 11:4 16:7 26:1,6,7,10 49:21,22 52:2 <b>guessing</b> 26:8,9 30:22 51:24 <b>guesstimates</b> 54:18 <b>guy</b> 40:14	33:25 34:15 35:3,22 37:5 41:3 44:7 45:7 45:10 46:23 47:11,17 48:24 50:20 51:10 52:23 53:7 55:16 58:15,19 59:7,20 60:8,10 60:11,16 61:6,7 62:13,16 63:24 <b>he'll</b> 16:9 <b>head</b> 13:23 21:24 <b>hear</b> 58:5 <b>heard</b> 12:7 <b>hearing</b> 40:5 <b>heck</b> 57:21 <b>held</b> 41:21 48:17 <b>hh</b> 66:18 <b>highway</b> 1:16 <b>hilson</b> 25:8,16 31:7,24 32:11 33:17,17,18 34:14,25 35:2,2 36:22,24 41:5 41:13,16 43:1 43:16 44:3,7 49:9 51:15,23 52:19,25 53:5 55:1,22 56:17 58:14 62:21 63:16,25 64:2	<b>hlalaw.com</b> 2:11 69:4 <b>hoffman</b> 2:9 69:2 <b>holding</b> 31:3 <b>holiday</b> 1:15 <b>home</b> 63:15 <b>house</b> 25:8,16 31:6,7,15,16,18 31:19 33:14 46:3 51:19 56:18 <b>huh</b> 7:14 8:23 33:19 49:2 <b>hundred</b> 15:15 21:25 45:11 <b>husband</b> 30:9
<b>g</b>			<b>i</b>
<b>g</b> 4:1 33:2 <b>getting</b> 17:25 37:19 44:15 51:8 61:24 62:1 <b>give</b> 4:6 54:16 <b>given</b> 5:23 <b>giving</b> 23:19 <b>gmail.com.</b> 6:3 6:4 <b>go</b> 8:24 19:11 26:21 29:9 38:17 40:4 41:19 48:22 57:15 58:2,17 59:23 64:10,11 65:4 <b>going</b> 5:13 6:16 7:1,9,20 18:14 23:4,20 26:7 36:4,6 37:11,16 37:22,24 38:21 40:3 46:20,25 49:21 55:24 56:21 61:18	<b>h</b> <b>h</b> 3:9 6:3 56:9 <b>half</b> 11:24 14:11 45:24,25 58:19 <b>hand</b> 4:4 <b>handled</b> 21:6 <b>handles</b> 44:5 <b>handling</b> 21:12 22:11,21 <b>handwriting</b> 8:3 8:4 <b>happened</b> 23:23 29:20 31:5 <b>happy</b> 41:23 43:23 <b>harley</b> 2:14 4:17 5:2 6:9 8:2,7,11 8:21 9:13,16 10:12 11:4 23:13,15 24:3 24:16 25:1 27:18 28:9,11 29:24 32:9 33:8		<b>identification</b> 7:22 10:7 66:10 <b>imposed</b> 64:1 <b>impossible</b> 6:22 <b>inaccurate</b> 42:16 52:5 <b>inactive</b> 10:16 <b>inappropriate</b> 40:11 <b>income</b> 9:13,14 <b>incorrect</b> 40:3 <b>independent</b> 17:4,12 21:13 <b>indicator</b> 43:15 <b>individual</b> 9:21 <b>information</b> 3:11 5:14,15

7:21 8:1,5,15,19 8:21 9:2 27:12 27:15,16 29:16 <b>injury</b> 13:17 <b>inn</b> 1:15 <b>inquire</b> 43:14 <b>inside</b> 25:15 <b>instruct</b> 6:20 7:1 17:2,8,14 18:18 19:2 22:14,18 23:7 34:4 35:19 36:2 37:8,10 42:20 46:21 47:4,22 52:1 56:20 61:18 <b>instructing</b> 37:12,15 57:7 <b>instructions</b> 64:19 <b>insurance</b> 52:19 <b>insurances</b> 51:18 <b>integral</b> 6:25 <b>interest</b> 12:4 19:5 20:22 42:25 62:14,17 <b>interested</b> 67:17 <b>internet</b> 33:15 <b>interrupt</b> 38:16 <b>interrupting</b> 38:15 <b>intervening</b> 5:12	<b>invited</b> 60:18 <b>involved</b> 42:19 <b>involving</b> 38:12 47:3 <b>it'll</b> 58:12 <b>iv</b> 2:3 3:14 69:19  <b>j</b> <b>j</b> 10:19 11:4,16 11:21 12:3,13 12:24 13:6 14:10,17 15:14 16:13 17:5,17 17:23 18:9,23 19:4,13,20 20:4 20:12 21:5,7,9 21:11,19,25 22:22 23:10 41:2 56:6 <b>javed</b> 1:12 3:3 4:10 66:7 67:8 68:4,25 69:2,5,7 <b>jet</b> 24:7,12,20 24:20,22,23,24 25:5,23 26:14 41:10,13 <b>john</b> 2:8,11 4:18 37:17 40:5 56:21 69:4,20 <b>joint</b> 8:22 9:2,7 9:14,17,19,21 9:23 27:18 28:3 28:5,6 29:9,18 36:18 41:4 46:23 48:9,17	48:24 49:14 59:16 63:8 <b>jointly</b> 6:23,24 9:6,25 24:3,16 24:19,23 25:12 30:9 35:4,23 38:3,7 39:6 41:7 41:12 <b>judge</b> 39:16 <b>judgment</b> 4:16 5:12 6:22 8:20 8:20 23:8,9,12 23:23 35:22 37:14 38:2,11 38:14,24 39:5,5 47:21 <b>judicial</b> 1:1  <b>k</b> <b>kane</b> 1:8,8,12 2:11,14 3:3 4:10 4:17,17,19,20 4:20 5:9 6:9 7:25 8:2,7,11,11 8:21 9:2,13,16 9:18,25 10:13 10:19 11:4,17 11:21,24 12:3,4 12:13,19,24 13:6,22 14:4,10 14:11,14,17,18 15:2,9,12,14,21 16:14,14 17:5,6 17:16,17,23 18:8,9,23,25 19:4,5,9,13,20	19:24 20:4,11 20:12,16 21:5,7 21:10,10,11,14 21:20,25 22:22 22:22 23:10,13 23:15 24:3,16 25:1,9,13 26:18 27:18 28:8,9,11 32:9 33:8,25 34:15 35:3 37:5 41:2,3 42:14 45:7 46:23 47:17 48:24 50:20 51:10 52:23 53:7 55:16 56:6,7 59:7,20 60:8,10 60:11,16,18,18 61:5,6,7,24 62:1 62:3,6,13,16 63:24 64:25 65:1,3 66:7 67:9 68:3,3,4,25 69:2 69:6,7 <b>kane's</b> 4:25 55:16 <b>keep</b> 7:20 <b>key</b> 1:16 5:17 <b>keys</b> 55:11 62:14,17 <b>kids</b> 60:22 <b>kind</b> 14:13,18 60:12 <b>know</b> 9:24 10:1 12:6,6 15:17
--	--	--	---

16:8,9,10 17:20 18:1 22:3,8 25:3 26:1,4,6,16 29:21 32:3,12 32:14,20,21 43:19 44:4,9,15 44:20,23,25 45:4,19 48:23 49:19,20 50:22 51:9,11 52:2,3,3 52:6,6,7 53:16 53:23 54:5,11 54:12,13 55:4,5 55:6,18,19,23 55:25 61:22 63:23 <b>knowledge</b> 15:22 43:5,6 50:10,20,24 55:21 58:20 60:7,11 <b>known</b> 10:12 23:14 <b>kozyak</b> 2:4 <b>kttlaw.com</b> 2:6	32:20,22 33:7 42:23 55:14,25 62:14 <b>lawsuit</b> 12:10 12:11,16,23 13:2,7 14:6 16:24 35:23 36:18 38:5 40:24,24 <b>lawyer</b> 32:21 33:4 43:13 60:17 61:17,20 <b>lawyer's</b> 53:21 <b>lawyers</b> 11:25 12:4,19 14:4,11 14:14,18 15:9 15:12,21 16:15 17:16 18:8,25 19:5,9,24 20:11 20:17 21:10,14 22:22 28:8 56:7 <b>learned</b> 40:9 <b>leave</b> 45:22 <b>leaves</b> 31:2 <b>left</b> 15:5,11,20 49:24 <b>legal</b> 69:18 <b>lender</b> 45:5 48:19 50:17 51:12 <b>lenient</b> 38:19 <b>lentner</b> 1:8 <b>leon</b> 2:4 <b>letter</b> 3:7	<b>letting</b> 43:14 <b>level</b> 30:8 <b>liabilities</b> 9:7 <b>liberal</b> 39:22 <b>license</b> 66:9 <b>lien</b> 53:21 54:8 54:14 55:5 56:10,14 60:6 60:12 <b>lienor</b> 55:10 <b>liens</b> 44:18,21 53:19 54:17 55:3 <b>lifted</b> 55:5 <b>limitation</b> 34:6 <b>limitations</b> 56:5 <b>limited</b> 39:2 <b>line</b> 9:10 62:6 63:15,16 68:6 <b>link</b> 5:25 <b>listed</b> 43:1 <b>litigation</b> 7:3,10 12:7,8,10 18:12 28:8 29:5 39:3 56:2 <b>little</b> 40:2 62:24 <b>lived</b> 33:20 <b>living</b> 33:16 44:7,11 56:18 58:24 <b>llc</b> 62:14,17 <b>loan</b> 47:16 51:12 56:17 57:5 58:14,17 58:18 59:7,19	63:21,21 <b>located</b> 25:2 <b>logistics</b> 21:2 <b>longer</b> 39:1 <b>look</b> 32:6,14 36:15 62:8 64:9 <b>looked</b> 50:11 <b>looking</b> 9:12 <b>loss</b> 12:22,23 <b>lost</b> 43:24 <b>lot</b> 23:17,19 57:3,21 <b>m</b> <b>m</b> 1:8 <b>made</b> 18:11,14 31:14 39:3 48:5 48:7 50:2 51:23 52:4 62:20 63:4 <b>mail</b> 5:21,23 6:2 69:11 <b>maintenance</b> 51:14 <b>make</b> 5:14 13:18 17:4 18:23 37:22,23 37:24 38:25 48:23,23 52:16 52:18 61:4 <b>makes</b> 40:5 <b>making</b> 37:21 47:24 63:6,7 <b>mar</b> 1:15 <b>marina</b> 1:15 <b>marital</b> 33:16 64:7
--	--	--	---

<b>marked</b> 7:22 <b>market</b> 41:16 43:7 <b>married</b> 6:8 <b>materially</b> 42:16 <b>matter</b> 17:13 <b>matters</b> 6:23 <b>mb</b> 1:3 68:3 <b>mean</b> 23:22 40:25 42:10 <b>mediation</b> 62:17 <b>meeting</b> 60:15 60:17 61:10 <b>memory</b> 25:24 43:20 45:20 <b>mentioned</b> 3:14 60:5 <b>miami</b> 2:5,9,10 66:4 67:4 69:3,4 <b>michelle</b> 1:12 2:11 3:3 4:10,19 4:20 8:2,7,21 9:16 10:12,19 11:4,4,16,21 12:3,13,24 13:6 14:10,17 15:2 15:14 16:13,23 17:5,17,23 18:9 18:23 19:4,10 19:13,20 20:4 20:12 21:5,7,9 21:11,19,25 22:22 23:10,13 23:15 25:1 28:9	28:11 35:22 41:2 47:17 56:6 66:7 67:8 68:4 68:25 69:2,5,7 <b>midst</b> 6:11 <b>million</b> 28:9 29:6,17 30:8 31:2 41:24 42:15 43:16 45:17,21,22,23 45:24,25 46:2,8 49:5 <b>mine</b> 59:25 <b>minus</b> 45:22 <b>minute</b> 9:20 28:7 29:4 41:19 55:24 57:17 <b>minutes</b> 57:16 <b>misappropriat...</b> 12:17 <b>missing</b> 62:9 <b>money</b> 13:12,19 15:15 17:5,16 17:22,23 18:9 28:10 29:9,20 30:15,18 31:11 59:14 <b>monies</b> 19:14 <b>monroe</b> 19:13 21:6 22:11 <b>monthly</b> 48:2,4 51:3 <b>months</b> 42:5 <b>morning</b> 5:9,10 60:15,24 61:19	<b>mortgage</b> 44:16 44:20 45:3,5,7 46:18,24 47:6 47:11,14,17,24 48:2,18 49:9,9 50:23 53:14,15 55:2 56:17 58:13,14 59:15 59:15 62:20 63:17 <b>mortgagee</b> 50:3 50:9 51:4 <b>motor</b> 24:17 <b>move</b> 34:11 40:12 <b>moved</b> 59:1 62:19 <b>moving</b> 51:13 52:18	<b>new</b> 51:11 <b>nodding</b> 45:18 52:8 <b>notary</b> 66:6,18 67:6 <b>note</b> 3:14 47:13 47:14 58:15 69:9 <b>notes</b> 67:11 <b>notwithstanding</b> 43:9 <b>november</b> 36:23 37:3 38:7 48:6 <b>number</b> 3:11 7:21 9:9,11 10:7 10:9,11 14:24
			<b>o</b>
			<b>o</b> 3:17 4:1 33:2 69:2 <b>oath</b> 3:5 66:1 <b>obas</b> 1:19 66:6 66:17 67:6,22 <b>object</b> 6:16 13:8 23:5 33:22 42:17 46:20,25 <b>objected</b> 23:22 60:1 <b>objection</b> 16:25 17:7,10 18:16 18:16 19:1 22:13 33:22 34:2,8,18 35:5 35:17 36:1 37:7 39:16 41:18 47:19 56:19
		<b>n</b>	
		<b>n</b> 2:1,9 3:1,17 4:1 69:3 <b>name</b> 8:25 10:18 11:20 12:12,12 20:5 21:4 32:20,21 45:4 <b>nathan</b> 2:14 <b>need</b> 19:11 64:9 <b>needed</b> 59:1,2 <b>neither</b> 14:3 <b>net</b> 53:7 59:7 <b>never</b> 28:4 43:6 61:6	

61:1 <b>objections</b> 39:4 <b>objective</b> 43:15 <b>obligated</b> 47:6 <b>obstructionist</b> 23:19 <b>obtained</b> 38:24 <b>obviously</b> 6:25 16:18 <b>occasions</b> 5:22 <b>occupant</b> 44:12 <b>occurred</b> 29:17 38:24 <b>offers</b> 43:10 <b>oh</b> 24:9 39:4 44:2 46:10 56:9 62:4 <b>okay</b> 5:3,6,18,20 6:7,11,14 7:9 8:5,11,18 9:9,12 9:18,24 10:2,5 10:10,15,18,24 11:1,3,16,24 12:2,6,15,21 13:1,15,18,20 14:8,20 15:14 15:21 16:13 18:11 20:2,4,11 21:12,16,19,23 22:6,9,9 23:16 23:16,24 24:10 24:14,22,22,25 25:2,15,20,23 26:5,6,8,12,14 27:6,18 28:7,16	29:15,20,22 30:7,11,14,20 31:1,9,21 32:1 32:19 33:1,4,14 34:9,23 35:12 35:20 36:6,8,19 37:2 39:11,14 39:17,23 40:7,8 40:9,17,21,23 41:7,15,25 42:7 43:21 44:11,14 44:18 45:1,10 45:13 46:12,14 47:6,13,16 48:11,21 49:11 49:13,15,23 50:20 51:1,17 51:20,22 52:7 52:16 53:13 54:4,6,19,22,25 55:10,13 56:9 56:13,16,24 57:1,15,20 58:2 58:8,25 59:5,13 59:17,17,22 60:10,15,20,23 61:3 62:4,8,11 62:23 63:3,12 63:20,23 64:22 65:2 <b>once</b> 57:22 <b>online</b> 50:11 <b>operating</b> 11:14 11:17 15:8,12 15:22	<b>opinion</b> 43:13 <b>ordering</b> 69:12 <b>original</b> 32:9,10 48:19 <b>originally</b> 10:12 <b>ortega</b> 32:22 <b>ostrega</b> 33:1,4 <b>outside</b> 6:17 22:16 25:21 <b>overseas</b> 1:16 <b>owe</b> 17:16,22,23 18:8 <b>owed</b> 17:5 18:24 <b>own</b> 11:24 20:5 20:12 23:14 24:3,23 33:21 33:25 35:9 36:19,25 41:4,7 41:12 59:8 61:20 <b>owned</b> 6:24 9:6 23:14 24:16,19 25:1,12 33:23 34:14 35:4,7,24 38:7,9 41:10 48:24 <b>owner</b> 18:23 <b>owners</b> 46:24 <b>ownership</b> 12:4 21:5 <b>owns</b> 14:11 23:9 23:10	<p><b>p</b></p> <p><b>p</b> 2:1,1 3:17 4:1  <b>p.a.</b> 1:5,8 2:9  10:13,19 11:4  11:17,21 12:3  12:13,24 13:6  13:11 14:10,17  15:2,14 16:14  17:5,17,23 18:9  18:23 19:4,13  19:20 20:4,12  21:5,7,10,11,20  22:1,22 23:10  23:15 28:9  29:25 32:22  39:23 41:2 56:6  69:2  <b>p.m.</b> 65:8  <b>page</b> 3:2,10 8:1  8:25 68:6  <b>pages</b> 67:10  <b>paid</b> 17:25  26:18 28:8  29:22 30:11,17  30:17 44:2,15  45:21,23 46:2,7  52:4,20,21 55:6  55:8 58:21  <b>palm</b> 1:1 55:15  <b>part</b> 42:10  61:13  <b>parted</b> 14:4  <b>participated</b>  50:16 51:14</p>
---	---	--	--

<b>parties</b> 3:20 67:14,15 69:12 <b>partner</b> 19:25 <b>party</b> 61:13 <b>pass</b> 30:1 <b>pay</b> 26:14 29:21 45:15 48:9 49:8 52:16 59:15 <b>paycheck</b> 16:5,6 <b>paying</b> 44:8 48:18 51:14,18 <b>payment</b> 14:25 30:24 44:5 48:1 48:5,7 50:2 52:4 63:4 <b>payments</b> 14:18 47:24 48:2 51:23 52:17,18 52:19 62:20 63:7 <b>penalties</b> 68:22 <b>pending</b> 7:3,10 12:7,8 20:7 56:1 <b>percent</b> 15:4,11 15:15,18,18 17:25 18:22 21:25 31:21 45:11 <b>percentage</b> 15:19 <b>perfectly</b> 39:1 <b>period</b> 21:4 38:9 <b>perjury</b> 68:22 <b>personal</b> 22:15 23:5,21 28:5,6	29:10 35:17 37:12 38:21 39:24,24 40:16 40:18 47:3,20 56:19 59:8 <b>personally</b> 12:12 13:9 26:21 30:11 33:23 50:16 55:18 63:7 66:8 <b>phil</b> 54:7 <b>phone</b> 9:11 <b>pick</b> 25:20,21,22 <b>pin</b> 13:24 <b>place</b> 1:15 22:7 59:1 <b>plaintiff</b> 2:6 41:1 <b>plaintiff's</b> 3:11 7:21 <b>plaintiffs</b> 1:6 4:16 <b>plan</b> 5:4 <b>please</b> 4:3,14 52:12 53:20 69:11 <b>pllc</b> 11:25 14:12 14:14,18 15:21 16:15 17:6,16 19:5 20:17 <b>plus</b> 45:16,22 <b>point</b> 10:19 23:14 56:13 <b>ponce</b> 2:4	<b>portion</b> 58:22 <b>position</b> 18:8 37:22 38:25 61:4,22 <b>practice</b> 42:22 <b>predates</b> 34:3 <b>preparation</b> 8:12,16 <b>prepared</b> 8:5,7 8:10 <b>present</b> 2:13 21:6 22:10 <b>presented</b> 15:3 15:3 27:16 <b>presently</b> 36:19 <b>pretty</b> 43:20 <b>previous</b> 10:2 <b>principal</b> 50:24 <b>prior</b> 10:5 20:13 33:17 34:24 <b>privacy</b> 47:20 <b>privilege</b> 17:1 <b>probably</b> 16:7 25:25 49:23 52:21 54:20 <b>problem</b> 7:20 24:11 27:7 <b>procedure</b> 69:25,25 <b>proceed</b> 4:21 <b>proceeding</b> 7:16 40:25 <b>proceedings</b> 6:12,15	<b>proceeds</b> 34:16 34:23 52:24 53:8 56:16 57:5 58:17,18 59:7 59:18 63:20,25 <b>produced</b> 66:9 <b>professional</b> 1:9 40:14 59:24 <b>profits</b> 15:4 34:23 <b>property</b> 25:12 31:24 32:11 34:14 35:3,6,9 35:12 36:22,25 37:3 38:8 41:7 41:11 43:1 44:3 44:16,19 45:8 45:11 46:19,24 46:24 51:23 53:6,16 55:2,5 55:22 56:11 60:6 62:21 64:3 64:7 <b>provisional</b> 64:2 <b>public</b> 66:6,18 67:6 <b>purchase</b> 26:21 31:15,22 33:9 34:25 <b>purchased</b> 25:23 <b>purpose</b> 31:12 47:16 <b>purposes</b> 29:25 31:3 48:18
--	---	---	---

<b>pursuant</b> 13:2	64:24 68:22	<b>recess</b> 57:23	<b>rent</b> 59:1
<b>pursue</b> 18:24	69:9	64:13	<b>repair</b> 31:23
<b>put</b> 59:15	<b>reading</b> 3:21	<b>recollection</b>	<b>repairs</b> 31:14,17
<b>q</b>	69:22	28:7 32:24	<b>repay</b> 63:21
<b>question</b> 9:5	<b>real</b> 32:1 35:3	<b>record</b> 37:23,25	<b>report</b> 60:22
13:11 19:16	35:25 41:4,11	41:19,21,22	67:8
20:1 23:1,2,6	42:22,22 44:2,5	42:10 59:24	<b>reported</b> 1:19
29:3 30:3,16	44:23 53:18	61:4 64:11,17	<b>reporter</b> 3:6 4:3
34:12 36:24	55:3	65:4 67:11	4:13,21 23:3
39:15 53:2	<b>realized</b> 30:8	<b>recorded</b> 23:3	52:14 67:1
56:25 57:11,12	<b>really</b> 20:24	52:14	<b>reporter's</b> 3:14
58:3,5,11,13	40:13	<b>redress</b> 12:23	<b>reporting</b> 14:13
60:23 63:25	<b>reask</b> 53:2	<b>reference</b> 62:5	<b>reports</b> 52:21
<b>questionnaire</b>	<b>reason</b> 39:20	<b>referenced</b> 69:8	<b>represent</b> 5:2
9:6	40:1 42:14 68:6	<b>referring</b> 10:11	14:25
<b>questions</b> 4:23	69:10	27:12	<b>represented</b>
5:13 23:21	<b>reasonable</b>	<b>refreshes</b> 32:24	32:16,19 33:11
36:17 38:9,20	30:23 69:14	<b>regard</b> 69:15	60:8 61:6
38:22 39:22,24	<b>recall</b> 11:19	<b>related</b> 51:15	<b>representing</b>
64:20,24 65:1	12:15 14:21,24	<b>relates</b> 9:6	55:16 61:15,16
<b>quicker</b> 57:4	21:21,24 24:18	39:23	<b>represents</b> 9:5
<b>quite</b> 60:3	25:17 27:22	<b>relating</b> 32:10	61:7
<b>quote</b> 34:6	30:14,24 32:12	<b>relationship</b>	<b>requested</b> 52:13
<b>r</b>	36:11,14 41:6	61:14	67:9
<b>r</b> 2:1 4:1 33:2	41:13,14 42:1	<b>relative</b> 50:17	<b>required</b> 8:20
56:9,9	50:8,13 51:21	51:23 52:19,24	8:20 48:4
<b>raise</b> 4:3 39:8	<b>receipt</b> 69:14	67:13,15	<b>requires</b> 48:22
39:12,14 47:19	<b>receive</b> 13:11	<b>remaining</b> 31:5	<b>reserved</b> 3:22
56:21	14:13,20 15:20	31:11 34:16	<b>residence</b> 5:16
<b>rate</b> 32:7	<b>received</b> 13:6,9	<b>remember</b>	33:17,21 34:1
<b>raton</b> 32:23	14:17 16:4,6,14	12:14 26:15	34:24
33:7	16:16 43:9	29:1,2 33:13,14	<b>resides</b> 25:9
<b>read</b> 3:7 23:1,2	58:22,23	42:2	<b>resistance</b> 61:22
52:9,13 58:8	<b>receiving</b> 17:24	<b>remind</b> 63:13	62:3

<b>resort</b> 1:15 <b>respect</b> 12:3 <b>respectful</b> 39:13 <b>respective</b> 3:20 <b>retained</b> 3:14 <b>return</b> 9:19 19:23 20:5,13 <b>returned</b> 69:13 <b>returns</b> 9:14,17 9:21,22,23 19:21 <b>review</b> 67:9 69:8 <b>reynolds</b> 55:14 55:15,21 <b>right</b> 4:3 5:6 6:5 6:7 7:24 8:18 11:8 12:21 13:5 14:3,8 20:7,15 20:17,19,24 21:3 22:7,9 23:4 24:1 25:11 27:6 27:10 28:13,18 31:1,9 33:7,11 35:14,20 36:16 37:5 38:8,17 40:8,20 41:10 41:15 43:4,18 43:24 44:7 46:6 46:12,14,18 47:2,20 48:21 49:4,18 53:13 53:18 54:25 56:4 57:20 58:1 58:5 60:1,3,5	61:9 64:5,16 65:2 <b>road</b> 5:17 <b>role</b> 8:12 <b>roughly</b> 31:2 50:25 53:15 <b>rpr</b> 1:19 66:6,17 67:6,22 <b>rule</b> 69:25,25 <b>rules</b> 69:14  <b>s</b>  <b>s</b> 2:1,6 3:9,17,17 4:1 6:3,4 33:2 56:9 <b>sale</b> 34:24 43:2 52:24 53:5,7 <b>satisfied</b> 55:6 <b>save</b> 24:12 <b>saw</b> 25:4 <b>saying</b> 8:24 9:1 9:13 <b>says</b> 8:25 33:1 <b>schurr</b> 56:9 <b>scope</b> 6:17 22:16 <b>sea</b> 5:24 6:4 <b>second</b> 27:11 65:4 <b>secured</b> 47:17 <b>see</b> 40:23 50:11 62:9 <b>sell</b> 35:12 37:6 <b>send</b> 41:23 43:22	<b>sense</b> 11:11 40:5 <b>separate</b> 21:13 28:1 <b>separated</b> 26:13 27:24 58:19,24 <b>september</b> 1:13 7:11,13 66:8,12 66:19 67:19 68:4 69:1,5 <b>served</b> 50:12 <b>servicer</b> 51:12 <b>set</b> 29:3 <b>settlement</b> 13:2 <b>several</b> 44:21 <b>share</b> 7:16 15:19 <b>shareholder</b> 10:22 12:18,23 17:25 <b>she'll</b> 58:2 <b>shechter</b> 54:7 54:20,23 <b>sheet</b> 3:6,12 7:22 8:1,6,21 9:2 27:13,16 68:1 69:10,11 <b>shelly</b> 5:24 6:5 <b>shellybythese...</b> 6:3 <b>shots</b> 40:16,18 <b>show</b> 7:25 <b>sic</b> 39:22 <b>sign</b> 3:7 47:11 69:11	<b>signature</b> 66:16 67:22 69:24 <b>signed</b> 8:1 47:13 47:14,14,18 58:14,15 66:12 69:16 <b>signing</b> 3:21 69:22 <b>simple</b> 13:18 <b>simply</b> 13:3 37:18 <b>sit</b> 60:18 <b>ski</b> 24:7,12,20 24:22,23 <b>ski's</b> 24:20 <b>skis</b> 24:24 25:5 25:23 26:14 41:10,13 <b>slightly</b> 57:10 <b>sold</b> 35:15 36:13 37:2 52:25 <b>sole</b> 10:21 44:11 <b>solely</b> 4:25 <b>solemnly</b> 4:5 <b>solutions</b> 69:18 <b>solves</b> 46:15 <b>sorry</b> 7:13 19:9 19:11 20:11 26:20,23 30:15 36:14 46:4,9,16 52:20 62:23 <b>sort</b> 64:18 <b>specific</b> 38:12 <b>specifically</b> 24:13
---	--	--	--



<b>spent</b> 31:12 <b>split</b> 59:7 <b>stand</b> 27:15 <b>star</b> 62:5,6 <b>start</b> 4:23 7:24 <b>state</b> 48:16,19 49:7 63:11,12 66:3,6,18 67:3,6 <b>stated</b> 34:7 68:22 <b>statement</b> 40:11 47:1 51:2,2 52:5 <b>statements</b> 51:3 <b>status</b> 6:14 7:11 20:19 44:23 <b>statute</b> 56:5 69:15 <b>stay</b> 14:9 <b>stenographic</b> 67:11 <b>stenographica...</b> 1:18 67:8 <b>stewart</b> 1:5 68:3 <b>stipulated</b> 3:19 <b>stop</b> 51:8 <b>stopped</b> 21:17 <b>straight</b> 35:21 <b>strategy</b> 42:19 <b>street</b> 56:18 <b>strike</b> 52:17 <b>stuff</b> 59:4 <b>subject</b> 18:3 29:5 53:11 58:13 64:19	<b>subjective</b> 43:12 <b>successful</b> 21:1 <b>sued</b> 16:20 41:1 50:9 <b>suggested</b> 69:13 <b>suite</b> 2:10 69:3 <b>summarize</b> 18:7 <b>summary</b> 59:6 <b>suntrust</b> 28:19 28:21 29:6,10 30:18 34:17 48:12 49:1 <b>supplemental</b> 40:25 <b>support</b> 59:2 <b>sure</b> 5:14 32:15 33:6 38:8 43:20 48:23,23 51:11 53:3 54:14 <b>surprised</b> 40:13 <b>swear</b> 4:5 <b>swore</b> 27:13 <b>sworn</b> 4:12 66:9	<b>talking</b> 14:10 48:13 55:19 <b>tavernier</b> 31:6 <b>tax</b> 9:14,17 10:5 10:9,11 19:20 20:5,12 29:22 29:25 30:7,24 31:22 34:16 <b>taxable</b> 9:13 <b>taxes</b> 29:21 30:11,17 44:2,6 44:24 45:21 53:18 55:3 <b>taxpayer</b> 10:7 <b>tbe</b> 8:2,8 9:16 9:19 10:13 23:13 25:1 28:9 29:25 47:21 <b>tbe's</b> 10:9,11 <b>telephone</b> 9:9 <b>tell</b> 6:1 11:19 16:8 18:14 24:22 26:3,6,7 27:8 42:3 44:18 44:18 51:17 52:2,6 53:19 62:9 <b>telling</b> 39:11 <b>tenancy</b> 28:10 <b>tenants</b> 8:22 9:2 41:4 48:25 <b>test</b> 38:4 <b>testified</b> 4:12 13:16 35:24 55:25 63:23	<b>testifying</b> 38:5,6 <b>testimony</b> 3:3 4:6 21:3 31:21 49:8 52:13 56:1 69:9,14 <b>thank</b> 4:13,22 5:3 14:2 43:22 59:22 64:21 65:5 <b>thanks</b> 56:24 64:22 65:6 <b>thing</b> 64:9 <b>think</b> 14:22 19:22 20:15 22:2,9 30:21,25 30:25 33:15 36:14 39:17 40:6 44:8 45:13 50:25 51:24 55:13 56:23 57:12,21 58:19 60:1 62:10 <b>third</b> 8:1 9:10 61:13 <b>thought</b> 32:3 43:25 62:24 <b>thousand</b> 30:22 <b>three</b> 9:15,22 10:3 16:11,16 25:6 42:5 60:20 60:23 <b>throckmorton</b> 2:3,4 3:4,14 4:15,15,22 5:3,6 5:8 6:21 7:4,8
	<b>t</b> <b>t</b> 3:9,17,17 33:2 <b>take</b> 19:11 40:16,18 50:3 57:16,17 <b>taken</b> 5:11 57:23 64:13 <b>talk</b> 7:10 27:10 31:10 57:13 60:24 <b>talked</b> 4:24 53:18 62:24		

7:13,15,19,23 13:14,16,20,21 14:1 16:12 17:3 17:9,15 18:19 19:3,19 20:3 22:5,19 23:8,16 23:24 24:1,2,9 24:12,15 26:11 27:1,3,9 30:6 33:24 34:5,9,13 34:20,22 35:8 35:20 36:3,6,20 37:9,17,21,24 38:2,14,17,25 39:10,19 40:1,8 40:12,15,17,20 40:22 41:20,24 41:25 42:3,7,8 42:13,21 43:21 43:24 44:1 46:1 46:5,10,12,14 46:17,22 47:2,5 47:23 50:1 52:9 52:15 53:2,4 54:1 56:21,24 57:3,9,15,17,20 58:1,4,8,10 59:23 60:4 61:3 61:9,12,21,25 62:2,4,7 64:11 64:16,23 65:2,6 69:19 <b>thursday</b> 1:13 <b>tilghman</b> 1:5 68:3	<b>time</b> 1:14 9:24 10:21 11:16,22 12:7 14:16 16:1 16:4,13 21:4,19 25:4,15 27:21 28:14,15,17,20 35:5,24 38:10 41:1 48:1,4 51:6 51:7,22,25 52:25 55:4 60:20 62:14,16 63:7 64:12 <b>today</b> 6:8 10:15 10:24 11:5 17:17 19:17,18 24:23 34:15 41:16 56:2 63:1 64:20 <b>together</b> 35:7,10 35:25 60:24 61:10 <b>tolling</b> 56:4 <b>took</b> 15:16 22:7 45:8 <b>top</b> 21:24 <b>train</b> 43:24 <b>transaction</b> 29:12 31:10 32:2 34:3 36:18 38:13,23 39:2 39:25 <b>transactional</b> 34:6 <b>transactions</b> 37:13	<b>transcript</b> 3:22 67:9,10 68:2 69:8,16,22 <b>transcripts</b> 69:12 <b>transfer</b> 23:18 29:5 38:12 <b>treat</b> 29:25 <b>trek</b> 62:5,6 <b>trial</b> 7:5,6,12,18 29:16 <b>tried</b> 5:24 <b>tropin</b> 2:4 <b>true</b> 67:11 68:23 <b>truist</b> 28:19 49:3 <b>truth</b> 4:7,7,7 27:15 <b>try</b> 59:24 <b>trying</b> 12:22 19:23,24 20:16 20:21,24 23:18 23:25 39:13,13 48:23 55:12 <b>tuition</b> 59:3 <b>twice</b> 23:25 <b>two</b> 6:22 24:24 41:13 47:14 55:2 <b>type</b> 11:18 16:14 55:22 56:4,10 <b>types</b> 39:3	<b>u</b> <b>u</b> 3:17 56:9 <b>uh</b> 7:14 8:23 33:19 49:2 <b>ultimately</b> 29:17 59:19 <b>under</b> 19:13,14 21:7,9 68:22 69:14 <b>understand</b> 16:9 21:3 26:25 30:3 44:24 46:4 61:22 <b>understanding</b> 41:17 <b>understood</b> 56:1 <b>undetermined</b> 18:8 <b>unfairly</b> 12:18 <b>unprofessional</b> 40:11 <b>unrelated</b> 37:13 39:25 47:21 <b>unsolicited</b> 43:10 <b>upkeep</b> 51:14 <b>upper</b> 62:17 <b>use</b> 5:22,24 6:2 <b>used</b> 31:11,15 31:22 56:17 57:5 58:23 59:8 59:19,19 63:20 69:16
---	--	---	---

<b>uses</b> 31:13	<b>we've</b> 14:10	<b>y</b>
<b>using</b> 45:20	35:7 40:9 48:12	
<b>v</b>	<b>weeks</b> 5:21	
<b>v</b> 68:3	<b>went</b> 26:17	
<b>value</b> 41:16	28:10 29:6	
43:13,15	38:10 49:5	
<b>vanessa</b> 1:19	<b>west</b> 55:15	
66:6,17 67:6,22	<b>wiped</b> 55:7	
<b>vehicle</b> 24:8,17	<b>witness</b> 3:7 4:8	
<b>vehicles</b> 24:4	4:11 13:13,25	
<b>verify</b> 69:9	16:10 19:18	<b>y</b> 6:3,4 <b>yeah</b> 26:2 27:1,1 27:5 46:11 55:20 63:18 <b>year</b> 10:5 12:2 15:1 19:22 20:13 21:24 25:18 27:14 30:12 36:13,14 44:6 <b>years</b> 9:15,22 10:3 16:3,11,17 21:22 25:6,6 <b>yep</b> 41:20
<b>veritext</b> 69:11	20:2 22:4,24	
69:18	26:2,9 27:2 30:4	
<b>veritext.com</b>	34:21 35:6 36:9	
69:12	36:11,13 45:18	
<b>verniz</b> 5:19	46:9,11,16	
<b>voice</b> 39:8,12,14	49:21,23 52:8,8	
56:22	57:1 64:22 65:5	
<b>vs</b> 1:7	69:16	
<b>w</b>	<b>word</b> 9:19	
<b>w</b> 2:3 3:14 69:19	<b>wording</b> 11:10	<b>x</b>
<b>wait</b> 28:7	<b>words</b> 17:22	
<b>waive</b> 69:22	<b>work</b> 11:7 16:1	
<b>waiver</b> 69:21	20:22	
<b>walk</b> 46:6	<b>worked</b> 19:12	
<b>want</b> 5:21 6:18	19:15	
7:15 13:23 16:7	<b>working</b> 6:2	
24:10 36:16	11:9 20:23	
52:3 57:17,19	<b>world</b> 37:9	
58:5	<b>write</b> 68:2	
<b>wanted</b> 59:23	<b>wrong</b> 42:16	<b>x</b>
<b>warranty</b> 36:21	<b>x</b>	
<b>watson</b> 1:8,8	<b>x</b> 3:1,9	
	<b>xxxx</b> 1:3 68:3	

FLORIDA RULES OF CIVIL PROCEDURE

Rule 1.310

(e) Witness Review. If the testimony is transcribed, the transcript shall be furnished to the witness for examination and shall be read to or by the witness unless the examination and reading are waived by the witness and by the parties. Any changes in form or substance that the witness wants to make shall be listed in writing by the officer with a statement of the reasons given by the witness for making the changes. The changes shall be attached to the transcript. It shall then be signed by the witness unless the parties waived the signing or the witness is ill, cannot be found, or refuses to sign. If the transcript is not signed by the witness within a reasonable time after it is furnished to the witness, the officer shall sign the transcript and state on the transcript the waiver, illness, absence of the witness, or refusal to sign with any reasons given therefor. The deposition may then be used as fully as though signed unless the court holds that the reasons given for the refusal to sign require rejection of

the deposition wholly or partly, on motion under  
rule 1.330(d)(4).

DISCLAIMER: THE FOREGOING CIVIL PROCEDURE RULES  
ARE PROVIDED FOR INFORMATIONAL PURPOSES ONLY.  
THE ABOVE RULES ARE CURRENT AS OF APRIL 1,  
2019. PLEASE REFER TO THE APPLICABLE STATE RULES  
OF CIVIL PROCEDURE FOR UP-TO-DATE INFORMATION.

## VERITEXT LEGAL SOLUTIONS

### COMPANY CERTIFICATE AND DISCLOSURE STATEMENT

Veritext Legal Solutions represents that the foregoing transcript is a true, correct and complete transcript of the colloquies, questions and answers as submitted by the court reporter. Veritext Legal Solutions further represents that the attached exhibits, if any, are true, correct and complete documents as submitted by the court reporter and/or attorneys in relation to this deposition and that the documents were processed in accordance with our litigation support and production standards.

Veritext Legal Solutions is committed to maintaining the confidentiality of client and witness information, in accordance with the regulations promulgated under the Health Insurance Portability and Accountability Act (HIPAA), as amended with respect to protected health information and the Gramm-Leach-Bliley Act, as amended, with respect to Personally Identifiable Information (PII). Physical transcripts and exhibits are managed under strict facility and personnel access controls. Electronic files of documents are stored in encrypted form and are transmitted in an encrypted

fashion to authenticated parties who are permitted to access the material. Our data is hosted in a Tier 4 SSAE 16 certified facility.

Veritext Legal Solutions complies with all federal and State regulations with respect to the provision of court reporting services, and maintains its neutrality and independence regardless of relationship or the financial outcome of any litigation. Veritext requires adherence to the foregoing professional and ethical standards from all of its subcontractors in their independent contractor agreements.

Inquiries about Veritext Legal Solutions' confidentiality and security policies and practices should be directed to Veritext's Client Services Associates indicated on the cover of this document or at [www.veritext.com](http://www.veritext.com).