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1 APPEARANCES:

2 (By videoconference)

3 MATTHEW D. WEIDNER, ESQUIRE

4 Weidner Law, P.A.

5 250 Mirror Lake Drive

6 St. Petersburg, Florida 33701

7 (727) 954-8752

8 Attorney for Plaintiff

9

10 (By telephone)

11 JOSEPH STERN, ESQUIRE

12 1911 NW 150th Avenue

13 Suite 203

14 Pembroke Pines, Florida 33028

15 (954) 556-4821

16 Attorney for Defendant Tarantini

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1 NICOLO TARANTINI,

2 the witness herein, being first duly sworn on oath, was

3 examined and deposed as follows:

4 THE WITNESS: Yes.

5 DIRECT EXAMINATION

6 BY MR. WEIDNER:

7 Q. Good morning, sir. Please state your name for the

8 record.

9 A. My full name is Nicolo Tarantini.

10 Q. Okay. And, Mr. Tarantini, you're here pursuant to

11 a deposition subpoena notice that was provided on you. Is

12 that correct?

13 A. Yes.

14 Q. Do you have a copy of that in front of you?

15 A. Not in front of me, but I -- I've seen it.

16 Q. Okay. And you had an opportunity to discuss that

17 document with your attorney. Correct?

18 A. Yes. Briefly.

19 Q. And your attorney is participating via

20 telephone.

21 MR. WEIDNER: Mr. Stern, can you hear us?

22 THE WITNESS: Uh-oh. Did we lose him?

23 (Briefly off the record).

24 MR. WEIDNER: All right. Mr. Stern, can you hear

25 me?

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1 MR. STERN: Now I can, yes.

2 MR. WEIDNER: Perfect. Thank you so much. If you

3 have any questions or want to jump in, feel free to do so,

4 and I'll make sure to stop so that the court reporter can get

5 you.

6 MR. STERN: Thank you.

7 BY MR. WEIDNER:

8 Q. Mr. Tarantini, the subpoena asked you to bring

9 certain documents with you. Do you have those documents in

10 your possession?

11 A. I -- I have some, yes.

12 Q. Okay. When you say some, tell me what that means.

13 A. It was the -- how I understood it -- it was a

14 little bit vague as to what I needed, so I brought stuff

15 pertaining to, you know, communications with the City

16 regarding the -- you know, the water/utility situation, a

17 ledger with all the transactions that I had provided for my

18 management company. The lease agreement with the defendant

19 Mr. Burch. There's another communication I had with a

20 Mr. Jesse Otazo, a notary, and then a water -- hold on.

21 The agreement to discontinue water -- water service or take

22 the utility out of my name with the City of St. Petersburg.

23 MR. WEIDNER: Okay. Madam reporter, let's go

24 ahead and mark all those as Exhibit G Composite.

25 (Discussion off the record regarding copying the

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1 exhibit).

2 BY MR. WEIDNER:

3 Q. So when you got the subpoena what did you do to

4 look for those documents that are requested in the subpoena?

5 A. I looked through, you know, what emails and

6 what -- that I had. I -- unfortunately, I don't have much in

7 the way of a file anymore. I don't keep hard files. And,

8 actually, a little while back an assistant that I had had who

9 was loading the copy documents in my Cloud file, kind of a

10 weird situation happened, but I -- I -- he left the company,

11 and I deleted his email not realizing that everything he

12 uploaded had been deleted when I deleted his email. So I

13 have a bad situation with regard to records right now.

14 But, yeah, I gathered what I had which was

15 relevant to the case.

16 Q. What is that assistant's name?

17 A. The assistant's name is --

18 Q. Yes.

19 A. Is -- I'm not sure that's --

20 THE WITNESS: Joe, is that a -- is that a --

21 MR. STERN: You can answer that, Nico.

22 THE WITNESS: His name is Sam.

23 BY MR. WEIDNER:

24 Q. Sam what?

25 A. Sam Berger.

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1 Q. How do you spell that?  
2 A. B-e-r-g-e-r.  
3 Q. And where does Mr. Berger live?  
4 A. Mr. Berger lives at the -- well, he lives not in  
5 my house, but I live in a two-family house. He actually  
6 lives at the same address but in a different unit.  
7 Q. And what is that address?  
8 A. 911 East 15th Avenue.  
9 Q. 15th Avenue?  
10 A. Yes. 1-5.  
11 Q. And that's in Tampa?  
12 A. Correct.  
13 Q. What is his unit number?  
14 A. It's -- it is not really a unit number. It's  
15 upstairs and downstairs. He's upstairs. I'm downstairs.  
16 Q. Okay. Do you still see him on a regular basis?  
17 A. Yeah.  
18 Q. Okay. So he was working for you at some point in  
19 time?  
20 A. Yes.  
21 Q. And he had some familiarity with your records. Is  
22 that correct?  
23 A. I wouldn't say familiarity. I had him -- he  
24 was -- he was tasked with uploading a bunch of hard files  
25 when I was, you know, basically discontinuing my keeping of

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1 Q. All right. So tell me a little bit about your  
2 business. What do you do for a living?  
3 THE WITNESS: I'm sorry. Just one second. I  
4 couldn't tell -- there was some static on the phone. Joe,  
5 you -- were you trying to say something or is that just some  
6 noise?  
7 MR. STERN: No. No. I didn't say anything.  
8 THE WITNESS: Okay. Okay. Sorry about that. My  
9 business is in -- I guess to describe it as, you know, real  
10 estate acquisition. I deal in distressed properties mostly.  
11 BY MR. WEIDNER:  
12 Q. And is Ann Allison your attorney or has ever she  
13 been your attorney?  
14 A. Ann Allison has represented one of my companies  
15 that I had with -- you know, another partner on a -- on a few  
16 cases, yes, but not --  
17 Q. And --  
18 A. -- not me personally.  
19 Q. Is that William Crescenzo?  
20 A. Yes. Yeah, yeah.  
21 Q. And that's C-r-e-n-s-z-i-o?  
22 A. It's C-r-e-s-s -- I'm sorry.  
23 C-r-e-s-e-n-z-o (sic).  
24 THE WITNESS: Sorry about that.  
25 COURT REPORTER: That's okay.

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1 hard files and just getting everything into an online, you  
2 know, Cloud format.  
3 Q. Okay.  
4 A. So he's --  
5 Q. At some point --  
6 A. Yeah. No. Go ahead.  
7 Q. I'm sorry for interrupting you.  
8 At some point time did you have a hard file  
9 relating to the subject property?  
10 A. I'm sure I must have, you know, because there were  
11 deeds and other documents like that. I mean, it wouldn't  
12 have been a very substantive file other than just, you know,  
13 documents that are recorded now so --  
14 Q. Okay. Throughout the deposition I'll refer to the  
15 subject properties as 1570 48th Avenue North and 777 --  
16 A. Yeah.  
17 Q. -- 12th Avenue North, St. Petersburg. Will  
18 we agree you'll understand what I'm referring to?  
19 A. Correct.  
20 Q. And I may generally refer to, quote, the  
21 transaction as a series of interactions you had regarding  
22 these properties. If I need to define it more specifically,  
23 I'll do that, but we'll understand if I say transaction we're  
24 talking about your interaction with these properties.  
25 A. Sure.

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1 BY MR. WEIDNER:  
2 Q. And in her deposition Ann Allison described that  
3 the business that you are engaged in is identifying  
4 distressed properties. Is that correct?  
5 A. I'm not sure identifying would be a way to  
6 describe it. I mean, I -- you know, I guess I do identify  
7 distressed properties, but that's, you know, part of  
8 the -- only part of the -- part of the business.  
9 Q. And what do you do?  
10 A. Generally, just, you know, contact the owner,  
11 whoever I would presume to be the, you know, legal title  
12 holder or equitable title holder and, you know, try to  
13 negotiate a purchase in most cases.  
14 Q. And what does it mean distressed properties?  
15 A. Well, distressed -- I mean, I -- I guess I don't  
16 even know how to specifically define that, but in -- in my  
17 thinking it's properties that are either, you know,  
18 dilapidated, you know, physically or have some -- some major  
19 title issues or -- you know, or just not -- essentially can't  
20 be sold on the open market for one reason --  
21 Q. And you go online to research and identify these  
22 properties. Correct?  
23 A. Sure. That's one way. Florida has a pretty  
24 robust public record system.  
25 Q. And so you look for like lis pendens, for example?

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1 A. Lis pen -- I mean, that's not usually the -- what  
2 I would look for, but, you know, a lot of times there's  
3 properties that might be going up for a tax deed sale. You  
4 know, properties that maybe someone paid off the taxes, but  
5 it, you know, was going through a tax deed sale and maybe  
6 they, you know, still want to sell the property which -- not  
7 so much mortgage foreclosure. That's not really my -- my  
8 specific area, but a lot of times I would find properties  
9 that have, you know, old code violations. Stuff that looks  
10 abandoned. You know, maybe is in an estate that's just kind  
11 of sitting stagnant. So, you know, that -- that type of  
12 stuff.  
13 Q. And do you coordinate with Mr. Crescenzo? Do you  
14 work together?  
15 A. Well, it depends. I have -- we have a couple  
16 companies that we own together and, you know, we also operate  
17 independent of each other.  
18 Q. Okay. What about Mr. Godinez? I may not be  
19 pronouncing that correctly, but Bartholomew Godinez?  
20 A. Godinez. Oh. Oh. BJ. Yeah. I've worked with  
21 him on a couple of transactions, but he lives out in  
22 California. He's not really -- well, actually, that's not  
23 true. He's in Miami half the time, too, so -- but I  
24 don't -- I don't work with him on a whole bunch of stuff.  
25 Q. Where does he work? Where does he live in

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1 A. And I'm giving you a simple answer. I really  
2 don't --  
3 MR. STERN: He's answered your question. Hold it.  
4 Objection. He's answered your question to the  
5 best of his ability.  
6 BY MR. WEIDNER:  
7 Q. Okay. It's your testimony that you --  
8 MR. STERN: All right?  
9 BY MR. WEIDNER:  
10 Q. -- can't tell me how many properties Ann Allison  
11 has been involved with you in?  
12 A. She -- she's not involved in properties. She's  
13 represented my -- a company I have on a -- you know, on a  
14 number of cases. I wouldn't even necessarily tell you that  
15 they were all property related. I mean, I don't -- I don't  
16 really do anything besides properties, but, yeah, I just -- I  
17 couldn't tell you. I mean --  
18 Q. Okay.  
19 A. -- I could certainly look through my -- try and  
20 look through my records and see how many cases she's been on.  
21 Q. Okay. So tell me generally what kind of work  
22 she's done for you.  
23 A. I mean, it would be work similar to, you know, the  
24 cases that, you know, you've been involved in with -- with  
25 me. This and something like the -- you know, the one

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1 California?  
2 A. I don't -- I don't know. He has -- yeah, I think  
3 he has places in California, Vegas and in Miami. He's kind  
4 of all over the place. I don't really have a particularly  
5 close relationship with him.  
6 Q. Okay. We mentioned Ann Allison briefly. What  
7 kind of work has she done for you?  
8 A. I mean, work regarding, typically -- you know,  
9 she -- I'm trying to remember. I mean it's almost always  
10 regarding a property title in one way or another. But, yeah,  
11 it's -- to state specifically, I can't recall exactly what  
12 cases she might have done.  
13 Q. How many cases would she have been involved in  
14 with you?  
15 A. I -- I really can't say specifically. You know, a  
16 handful of -- with -- with my company, but I -- I couldn't  
17 say.  
18 Q. Okay. Was it six?  
19 A. I -- I really -- I couldn't give you a number.  
20 Q. More than six?  
21 A. I -- I really am not comfortable giving a number  
22 because I don't want to mischaracterize anything.  
23 Q. Why are you not comfortable giving me a number?  
24 A. Because I don't know off the top of my head.  
25 Q. I'm asking a simple question, but --

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1 in -- in St. Pete that you had showed up to for that hearing.  
2 Just title -- not necessarily title disputes, but, you know,  
3 quiet titles, partition actions. I mean, you know, stuff of  
4 that nature.  
5 Q. So you just mentioned a hearing. Is my memory  
6 collect -- correct that you came into a hearing in downtown  
7 St. Petersburg maybe a year ago with Ann Allison?  
8 A. A year ago? I think the -- with Ann Allison?  
9 Q. Yes. Remember there was a small courtroom, a  
10 female judge. I was there. I remembered seeing you there  
11 with Ann Allison.  
12 A. It's -- it's possible. I'm not -- I don't recall.  
13 Q. Okay. How many times have you been to the  
14 courthouse in downtown St. Petersburg?  
15 A. For actual cases? I -- not a whole ton. I mean  
16 I've been down there for -- for recording documents. You  
17 know, not -- not -- not a lot. I deal mostly in  
18 Hillsborough County.  
19 Q. So if you had made an appearance in St. Petersburg  
20 that might stick out in your mind. Is that correct?  
21 A. Sure, but I mean it's -- over the course of how  
22 many years I've been doing this is -- I'm -- if you remember  
23 seeing me in a hearing, I would take your word for it. I'm  
24 not saying I wasn't. I just can't recall exactly.  
25 Q. Got it. So I'll urge you to focus your memory.

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1 You remember on the third floor a smallish courtroom -- not a  
2 big courtroom but sort of a small courtroom -- with a female  
3 judge, Judge Newton, sitting up in front. Do you remember  
4 that?  
5 A. Not --  
6 MR. STERN: Objection. Hold it.  
7 Matt, if you're going to ask him if he was there  
8 for a particular hearing why don't you identify the hearing  
9 and the case. Otherwise, we really can't answer that.  
10 MR. WEIDNER: You're not going to interrupt my  
11 deposition and tell the witness what he can or can't remember  
12 or will or will not answer.  
13 MR. STERN: Well, I don't understand the question  
14 so I don't expect him to.  
15 MR. WEIDNER: Counsel --  
16 MR. STERN: You can identify the hearing  
17 and -- and -- and the case that it was pursuant to.  
18 MR. WEIDNER: Counsel, I'm not going to have you  
19 interrupt my deposition, and I'm not going to have you coach  
20 the witness.  
21 MR. STERN: I'm not coaching him. I'm telling you  
22 that the question cannot be -- it's just vague.  
23 MR. WEIDNER: Joe --  
24 MR. STERN: You're asking him to identify the  
25 interior of the courtroom.

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1 UNIDENTIFIED SPEAKER: Thank you.  
2 (Call placed on hold).  
3 UNIDENTIFIED: Before I see if the Judge is  
4 available, can I ask what case this is in regard to?  
5 MR. WEIDNER: This is regarding McDaniel versus  
6 Burch.  
7 UNIDENTIFIED SPEAKER: Okay. Thank you very  
8 much. Hold on.  
9 (Call placed on hold).  
10 MR. WEIDNER: Madam court reporter, are you able  
11 to hear that speaker phone?  
12 COURT REPORTER: Yes, I am.  
13 MR. WEIDNER: Thank you.  
14 (Court reporter requested both counsel to make  
15 sure the court reporter could hear the Judge and counsel).  
16 UNIDENTIFIED SPEAKER: I'm sorry. Did you say  
17 that you were in the middle of a deposition?  
18 MR. WEIDNER: Yes, ma'am. I have the court  
19 reporter here. I have the other attorney that can hear us.  
20 And we're just having a --  
21 UNIDENTIFIED SPEAKER: Okay. Okay. Great. Hold  
22 on.  
23 MR. WEIDNER: Thank you.  
24 (Call placed on hold).  
25 UNIDENTIFIED SPEAKER: Okay. Thanks for holding.

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1 MR. WEIDNER: Joe --  
2 MR. STERN: That has nothing to do with this case  
3 at all.  
4 MR. WEIDNER: Joe, if you interrupt the deposition  
5 I'm going to call the Judge.  
6 MR. STERN: Go right ahead and call him.  
7 Just identi -- all you have to do is identify the hearing and  
8 the case that you're referring to and he can answer your  
9 question.  
10 MR. WEIDNER: I'm going to get the Judge on the  
11 phone and we're going to address this head-on right now.  
12 MR. STERN: Be my guest. Go right ahead.  
13 MR. WEIDNER: Madam court reporter?  
14 COURT REPORTER: Yes, sir.  
15 MR. WEIDNER: I'm going to ask you to get this on  
16 the phone if you can hear it. Let me know if you can hear me  
17 talking to the Judge.  
18 (Call placed).  
19 UNIDENTIFIED SPEAKER: Judge Jagger's office.  
20 MR. WEIDNER: Good morning. This is Matt Weidner  
21 here with a deposition conflict. I'd like to see if  
22 Judge Jagger is available.  
23 UNIDENTIFIED SPEAKER: Can you hold on just a  
24 moment, please?  
25 MR. WEIDNER: Yes, ma'am.

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1 I'm going to go ahead and put you through to Judge Jagger.  
2 MR. WEIDNER: Thank you.  
3 (Call placed on hold).  
4 JUDGE JAGGER: Hello. This is Judge Jagger.  
5 MR. WEIDNER: Good morning, Judge Jagger. This is  
6 Matt Weidner.  
7 Madam court reporter, can you hear the Judge?  
8 COURT REPORTER: Yes, I can, sir.  
9 MR. WEIDNER: Mr. Stern, counsel for the witness,  
10 are you able to hear the Judge?  
11 MR. STERN: Yes.  
12 MR. WEIDNER: Okay. Your Honor, thank you for  
13 taking my call. I am Matt Weidner. We are taking a  
14 deposition. The court reporter's there, Mr. Stern is on the  
15 telephone and the witness Nicolo Tarantini is in the room and  
16 we're in a video conference.  
17 Why I'm calling His Honor is this is very similar  
18 to the interference in the deposition that you witnessed a  
19 week ago with Ms. Drapp. What prompted the telephone call  
20 is -- we're very early into the deposition; just a couple  
21 minutes into it -- I'm asking the witness do you remember  
22 coming to the St. Petersburg Courthouse and walking into a  
23 hearing where Judge Newton was in a courtroom. I'm  
24 describing the courtroom. Mr. Stern began interfering with  
25 my questioning and telling the witness I can't ask that kind

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1 of a question. So I would just ask for some direction from  
2 the Court regarding proper deposition conduct and proper  
3 objections that an attorney can make to questions that are  
4 being asked of a witness.  
5 JUDGE JAGGER: Okay. I want to understand your  
6 intention of the call. Is this a party deposition, a witness  
7 deposition, and who does Mr. Stern represent in this  
8 deposition?  
9 MR. WEIDNER: Yes, sir.  
10 JUDGE JAGGER: I need a little more information.  
11 MR. WEIDNER: Yes, sir. So this is a party  
12 deposition. The corporate representative of South Florida  
13 Lending who is in the Edward McDaniel versus Breech -- Burch  
14 case. You recall last week was Ms. Drapp, the witness who  
15 wouldn't answer questions and the attorney was interfering.  
16 But this is an actual party. And I'm taking the position  
17 that his attorney Joseph Stern who we -- you know how we've  
18 had telephone conferences on hearings. I'm taking the  
19 position that he's interfering with my questioning of the  
20 witness by coaching him and telling him not to answer  
21 questions.  
22 JUDGE JAGGER: Okay. Mr. Stern --  
23 MR. STERN: Your Honor --  
24 JUDGE JAGGER: -- do you want to be heard on your  
25 objection?

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1 going into this question --  
2 MR. WEIDNER: So, Judge --  
3 JUDGE JAGGER: -- is my question.  
4 MR. WEIDNER: You'll recall the substance of the  
5 claims against this witness and this corporation are that  
6 they engaged in unfair and deceptive practices and preyed on  
7 an elderly man. Relative to that, directly relevant, is this  
8 witness's knowledge of the substance of that case. So when  
9 he walked into that courtroom and they're fully participating  
10 in that case and they knew that we had claims of lack of  
11 capacity and unfair deceptive practices, for them to  
12 subsequently continue knowing what we were litigating there  
13 shows that they had knowledge and intent.  
14 And all I'm getting -- all I'm asking this witness  
15 to do is confront they knew about that case and they knew  
16 about the substance of that case.  
17 JUDGE JAGGER: All right. And --  
18 MR. STERN: And -- and my point -- Your Honor, my  
19 point is how can he make any inferences about his knowledge  
20 of the case when he won't identify what case it is?  
21 MR. WEIDNER: Mr. Stern's objection is I didn't  
22 specifically identify the case. I'm happy to, Judge.  
23 But the point is this witness can generally remember being  
24 there. I'll get into the specifics of the case, but what I  
25 don't want in this deposition is like what happened last week

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1 MR. STERN: Your Honor, my objection is he's  
2 asking the witness to -- to remember a hearing by describing  
3 the courtroom and -- and I guess the Judge, and I said can't  
4 you simply identify the case and the hearing that -- the  
5 motion that was being heard so the witness could be very  
6 clear about what -- what he was answering. And I still  
7 haven't gotten Mr. Weidner to do that.  
8 JUDGE JAGGER: Okay. I -- I wasn't,  
9 unfortunately, able to hear any of that.  
10 Mr. Weidner, maybe you can --  
11 MR. WEIDNER: Yes, sir. Let me give you --  
12 JUDGE JAGGER: -- (unintelligible).  
13 MR. WEIDNER: Let me give you a flavor for it,  
14 Judge, and I'll just ask the question. And let me give you  
15 the background.  
16 There was a hearing held in the downtown  
17 courthouse that the witness attended. He said he's only been  
18 to the courthouse a couple of times. And I'm asking him do  
19 you remember walking into the courtroom? Small courtroom.  
20 Judge Newton, a female judge, sitting up in the front.  
21 Ann Allison was in the room. Do you remember walking into  
22 this room? And rather than answering the question  
23 Mr. Stern is coaching him and encouraging him not to answer  
24 the question.  
25 JUDGE JAGGER: Okay. What is the relevancy of

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1 where the attorney is instead of making a proper form  
2 objection and stopping there, he is continuing to make  
3 speaking objections and interfering with my questioning of my  
4 witness.  
5 JUDGE JAGGER: Okay. Well, only thing I can say  
6 at this point I cannot hear Mr. Stern. Speaking objections  
7 are generally not proper for a deposition, obviously. Only  
8 as to form. If he instructs the witness not to answer based  
9 on some issue of privilege or what he appears to be some form  
10 of harassment, then he does do it -- he does so at his own  
11 risk. Then you're going to have to certify the question and  
12 come -- come to the Court and let me rule accordingly. But at  
13 this point if the objection is that he wants you to identify  
14 the case number I would have you identify the case number  
15 and otherwise overrule the objection as to that question, and  
16 I think we can move forward with -- with the deposition.  
17 MR. WEIDNER: Yes, sir. I will not try to bother  
18 you again for the rest of the day. We'll just do the best we  
19 can in the deposition, but I appreciate the Court's time.  
20 JUDGE JAGGER: Okay. All right. Not a problem.  
21 Thank you very much.  
22 MR. WEIDNER: Thank you, sir.  
23 MR. STERN: Thank you, Your Honor.  
24 (Call finished).  
25 (Briefly off the record).

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1 BY MR. WEIDNER:  
 2 Q. All right. Mr. Tarantini, at some point in time  
 3 you became aware of the case McDaniel versus Drapp that was  
 4 filed and progressing in Pinellas County. Correct?  
 5 A. Yes.  
 6 Q. You looked online at the docket. Correct?  
 7 A. I'm not -- I'm not sure that that's how I became  
 8 aware of it. It's really hard to say. This was -- this was  
 9 a few years ago so --  
 10 Q. So tell me how you became aware of it.  
 11 A. I -- honestly, I -- I am not entirely sure I  
 12 remember becoming aware -- how I became aware of it.  
 13 Q. At some point in time you were aware there was a  
 14 case pending in Pinellas County --  
 15 A. Absolutely.  
 16 Q. -- called McDaniel versus Drapp.  
 17 A. Absolutely. Yeah.  
 18 Q. Okay. And you're very familiar with the Court's  
 19 online docket. Correct?  
 20 A. Yeah. I mean, I can fairly -- I can certainly  
 21 navigate it.  
 22 Q. And you're very active in going on the Court  
 23 docket. Correct?  
 24 A. Active? I'm not sure what -- you know, I --  
 25 Q. You know how to go on the Pinellas County Court

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1 properties. Right?  
 2 A. Can you be a little bit more specific with the  
 3 question?  
 4 MR. STERN: Objection to form.  
 5 But you can answer.  
 6 THE WITNESS: Yeah. Just if you can be a little  
 7 bit more specific.  
 8 BY MR. WEIDNER:  
 9 Q. Okay. At some point in time you tried to get an  
 10 interest in the two properties that we've described as the  
 11 subject properties. Correct?  
 12 A. Yeah. I mean, I -- yes -- yeah.  
 13 Q. And before doing that you did a search of official  
 14 records. Correct?  
 15 A. I would imagine so. Yeah.  
 16 Q. Okay. And your search of the public records would  
 17 have pointed you to the Court case that was pending.  
 18 Correct?  
 19 A. At that time I don't believe so. I -- I want to  
 20 say I took an interest in the properties before the -- this  
 21 -- the case you're referring to was filed.  
 22 Q. Okay. How did you take an interest in the  
 23 properties?  
 24 A. Via quitclaim deeds.  
 25 Q. What first got your interest?

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1 docket and look at the case. Right?  
 2 A. Sure. Yeah.  
 3 Q. And you know how to go on the official records and  
 4 look at official records. Correct?  
 5 A. Yes.  
 6 Q. In fact, you do this as a regular part of your  
 7 business, don't you?  
 8 A. Yes.  
 9 Q. In fact, that's how you identify distressed  
 10 properties or one of the ways. Correct?  
 11 A. One of the ways. Yes. Correct.  
 12 Q. So at some point in time you became aware of a  
 13 case McDaniel versus Drapp. Correct?  
 14 A. Yes.  
 15 Q. Okay. And you began looking at the docket.  
 16 Correct?  
 17 A. I'm -- I imagine I probably looked at the docket.  
 18 Sure.  
 19 Q. And you looked at case entries. Correct?  
 20 A. I'm not -- honestly, it's a bit hard to say, but I  
 21 can say that it's certainly a possibility. I mean I  
 22 certainly, you know, look in public record -- I mean official  
 23 records.  
 24 Q. But you would not have taken an interest in these  
 25 two properties unless you knew what was going on with the

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1 A. I think -- because I look at a lot of -- a lot of  
 2 the distressed properties, tax deeds and everything, and  
 3 I -- sometimes I'll put properties on lists and, you know,  
 4 I'll contact some of the people. I'll circle back, you know,  
 5 after properties have been redeemed from tax sale. So I  
 6 imagine --  
 7 Q. This property wasn't part of a tax deed, so what  
 8 brought your interest initially in this property?  
 9 A. What do you mean?  
 10 Q. How did you first identify this property? How did  
 11 this first come on your radar screen?  
 12 A. Again, I can't be certain. I know -- I mean, I  
 13 know there were code enforcements. I might have identified  
 14 it that way. Maybe -- honestly, I can't tell you exactly. I  
 15 really don't recall.  
 16 Q. When did you first talk to Ann Allison about this  
 17 property?  
 18 A. When did I first talk to Ann?  
 19 Q. Yes.  
 20 A. I couldn't say.  
 21 Q. At some point in time you talked with Ann Allison  
 22 about this property. Correct?  
 23 A. I mean, not really about the property. We've been  
 24 involved in a case for going on a few years now. I mean,  
 25 I -- she's -- she's representing Ms. Drapp. So, I mean, I

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1 had some communication with her prior to the trial, you know,  
2 when we had discussed the trial. I mean, I really couldn't  
3 give you specifics.  
4 Q. Okay. Did she first contact you about this  
5 property or did you first contact her about this property?  
6 A. I didn't contact her about the property, nor she  
7 contact me.  
8 Q. But you had communication with her about the case.  
9 A. I -- it's -- it's kind of hard to answer that. I  
10 mean it's very vague. What do you mean? Can you -- can you  
11 describe the nature of the communication you mean?  
12 Q. I'm asking you.  
13 A. I don't know how to answer that. I -- maybe  
14 over -- over the years there were communications regarding  
15 the trial, the ongoing -- but I -- I didn't talk to her about  
16 the properties, quote, unquote.  
17 Q. Okay. All right. The trial. The case. You  
18 talked to her about the case. Right?  
19 A. I mean, just through -- through counsel.  
20 There -- there were communications through counsel, I guess.  
21 I -- I really can't say.  
22 Q. You didn't speak with her directly?  
23 A. Have I spoken to her directly? On occasion.  
24 Q. About the case.  
25 A. No. I don't think so.

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1 Q. Any text communication?  
2 A. No.  
3 Q. Any telephonic communication?  
4 A. I -- I don't think so.  
5 Q. Okay. Back to the question about the hearing that  
6 you came into. Do you recall being in the St. Petersburg  
7 Courthouse at any point in time?  
8 A. Sure. I --  
9 Q. Okay.  
10 A. I'm sure I've been in there a number of times.  
11 Q. How many times in the last two years have you been  
12 in the St. Petersburg Courthouse?  
13 A. In the St. Pete -- probably a couple dozen, I  
14 guess, maybe.  
15 Q. Okay.  
16 A. A few dozen.  
17 Q. And how many times have you been in courtrooms in  
18 the St. Petersburg Courthouse?  
19 A. I -- I -- that's really -- it's hard to say. I'd  
20 have to go look through records. I don't know. I'm not  
21 sure.  
22 Q. Okay. A dozen times?  
23 A. Probably more.  
24 Q. Okay. And what's the nature of you're going to  
25 these hearings and being in the courthouse?

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1 Q. But, sir, you just testified that you talked to  
2 her about the trial.  
3 A. We had a -- the day before the trial we had a  
4 conference and I think, you know, Joe and Ann had -- had, you  
5 know, discussed handling it, but I was --  
6 Q. So you had an in-person meeting about this case?  
7 A. Sorry?  
8 Q. You had an in-person meeting about --  
9 A. No. It was a phone conference.  
10 Q. Okay.  
11 A. I mean, I was just listening in the background.  
12 Q. You were listening in the background?  
13 A. Just out of curiosity, yeah.  
14 Q. Just out of curiosity. Where were you at that  
15 point in time?  
16 A. I'm -- honestly, I'm not sure.  
17 Q. Okay. Prior to this communication about the trial  
18 did you have any prior communication with Ann about this  
19 case?  
20 A. I -- I don't know. I don't think so.  
21 Q. You don't think so?  
22 A. I'm pretty sure not, no.  
23 Q. Did you have any email communication with her  
24 about this case?  
25 A. No.

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1 A. What's the nature of attending a hearing?  
2 Q. Yes.  
3 A. I think it's fairly self-explanatory. It's to  
4 attend the hearing.  
5 Q. Okay. For what purpose?  
6 A. For the purpose of attending. I don't --  
7 Q. Why?  
8 A. Why?  
9 Q. Yes.  
10 A. I mean, I don't --  
11 Q. Mr. Tarantini, if you want to sit here all day  
12 long, I got you for at least eight hours before I go back to  
13 the Judge and we have more hours because you're not answering  
14 questions.  
15 MR. STERN: Hey, hold it. Hold it.  
16 THE WITNESS: I'm not --  
17 MR. STERN: Matt --  
18 THE WITNESS: Hold it.  
19 MR. STERN: -- don't try to intimidate him. Okay?  
20 You asked him a question and he -- he gave his response that  
21 he didn't understand and you interrupted that response. Now,  
22 he said he didn't understand the question. Can you rephrase  
23 it?  
24 MR. WEIDNER: Let's certify this portion of the  
25 transcript.

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1 BY MR. WEIDNER:  
2 Q. Mr. Tarantini?  
3 A. Yes.  
4 Q. I asked you what was the purpose of you attending  
5 hearings in the Pinellas County Courthouse in downtown  
6 St. Petersburg. Do you understand that question?  
7 A. What -- you said what was the purpose and then  
8 didn't refer to a specific hearing, so I don't understand the  
9 nature of the question.  
10 Q. Okay. As to the McDaniel versus Burch case why  
11 did you attend hearings?  
12 A. I didn't -- I -- I don't think I recall ever  
13 actually attending a hearing in this case.  
14 Q. So it's your testimony that you didn't come into a  
15 courthouse --  
16 A. It's -- it's -- it's not my testimony that I  
17 didn't. I just don't recall coming -- ever coming to a  
18 hearing in this case or in that case.  
19 Q. Okay. You don't remember coming into the court  
20 with Judge Newton on the stand?  
21 A. Judge Newton? Is she -- honestly, I  
22 don't -- I'm not -- I don't recall who Judge Newton is.  
23 Q. Okay. Do you ever remember going into the  
24 courthouse in Pinellas County regarding this case?  
25 A. I -- I really -- I don't -- I'm -- I'm wracking my

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1 A. I suppose, yeah.  
2 Q. Okay. And you're here to bind the corporation  
3 South Florida Lending?  
4 A. I'm sorry? To what?  
5 Q. To bind the corporation South Florida Lending with  
6 your testimony.  
7 A. I don't know -- I don't know what that means.  
8 Q. You're here as an agent for South Florida Lending?  
9 A. Yes.  
10 Q. You're here as the corporate representative of  
11 South Florida Lending?  
12 A. Yes.  
13 Q. Back to the question. Who was it that first made  
14 contact with either Tania Drapp or Michael Streiff regarding  
15 the subject properties?  
16 A. I -- I don't know if you'd call him an agent, but  
17 he's a business associate of mine.  
18 Q. What's his name?  
19 A. Mr. Crescenzo I believe was the one who had  
20 initially reached out to her on my behalf.  
21 Q. And would you have identified the property first  
22 or do you think Mr. Crescenzo first identified these subject  
23 properties?  
24 A. I -- I'd imagine I did because I -- because I'm  
25 the one, you know, who did the transaction, as you call it,

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1 brain, honestly. I'm trying to remember ever being at one of  
2 these hearings. I can't remember ever being there. I'm  
3 trying to recall. I really -- because I've been to -- you  
4 know, I've been to the St. Pete Courthouse a number of times.  
5 Q. Okay. So tell me how it was that you first  
6 identified these subject properties. How did they end up on  
7 your radar screen?  
8 A. I -- you know, you asked that a few minutes ago.  
9 I don't specifically.  
10 MR. STERN: Yes. You have asked that question  
11 three times now.  
12 THE WITNESS: I -- Joe, it's -- it's okay.  
13 I -- yeah, so I really don't remember the specific way I  
14 identified the property.  
15 BY MR. WEIDNER:  
16 Q. Okay. At some point in time do you remember  
17 making contact with Michael Streiff?  
18 A. I personally did not make contact with -- with him  
19 but someone acting, you know, essentially on my behalf. An  
20 agent. Didn't -- I don't think they contacted  
21 Michael Streiff. I think they contacted Nichole Drapp.  
22 Q. And this brings up an important point.  
23 A. Yeah.  
24 Q. You're here in your capacity representing South  
25 Florida Lending. Is that correct?

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1 but I couldn't -- I couldn't say, you know, definitively.  
2 Q. Does anybody else have any interest in South  
3 Florida Lending other than you?  
4 A. No.  
5 Q. Okay. Why was Mr. Crescenzo involved?  
6 A. He and I will tend to do things like this for each  
7 other. I mean, he acts -- he acted as a notary as well. I  
8 mean, I will contact people on his behalf and we have a, you  
9 know, pretty close relationship. You know, we're good  
10 friends as well as business associates.  
11 Q. And you work together identifying properties?  
12 A. Sometimes, yes.  
13 Q. Do you recall when you first communicated with  
14 Mr. Crescenzo about this -- these subject properties?  
15 A. No. I mean, we work -- we work in an office  
16 together, so I don't -- you know, a lot of times we're  
17 sitting right next to each other. It's -- I can't imagine --  
18 Q. You talk to him on a regular basis?  
19 A. I -- I told you I work in an office with him  
20 often, so yes.  
21 Q. Are there any written communications between you  
22 and Mr. Crescenzo about this -- these subject properties or  
23 this transaction?  
24 A. Possibly. I'm not sure.  
25 Q. Did you produce those written communications?

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1 A. No, I did not. I don't -- I'm not sure that I  
2 have them. I mean this is going back pretty far.  
3 Q. Okay. I'm going to ask you to preserve whatever  
4 records you have that are available. I'll be making a  
5 subsequent request for those documents.  
6 So your testimony is that your recollection is  
7 Mr. Crescenzo first made contact with Tania Drapp. Is that  
8 correct?  
9 A. I believe so.  
10 Q. Okay. Was that the result of a phone call she  
11 made to you or did you --  
12 A. No. I believe he -- the phone -- it was a -- I  
13 believe he reached out to her. I -- I presume. I don't know  
14 why she would ever call. I mean there were no -- yeah. He  
15 would have had to reach out to her.  
16 Q. And what's the substance of that initial  
17 communication?  
18 A. I -- I can't recall, to be honest. I don't know  
19 if that was even on the -- I don't know if I was even witness  
20 to it. I can't recall.  
21 Q. At some point in time did Mr. Crescenzo alert you  
22 that he had made contact with Ms. Drapp?  
23 A. I would have to presume so. Yeah.  
24 Q. Do you know what he said to you about it?  
25 A. I really don't. Don't recall.

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1 A. I -- I don't recall if I prepared it.  
2 Q. Okay. Do you recognize the font on this document?  
3 A. How -- how do you mean?  
4 Q. Is -- do you typically use one kind of font on a  
5 computer?  
6 A. Not -- not necessarily. There's a few different  
7 fonts that I use.  
8 Q. Okay. People that prepare documents get used to  
9 what their documents look like and can identify documents  
10 they prepared.  
11 A. Based -- I mean, by looking at this it looks like  
12 Times New Roman, which is I think, honestly, the most common  
13 font that is -- it's a very common font. I couldn't say that  
14 it's me because of, you know, identifying the font. I  
15 wouldn't be comfortable saying that.  
16 Q. You're playing games, Mr. Tarantini.  
17 A. I'm really not playing games. I -- I don't  
18 remember if I personally prepared this. I doubt -- I doubt  
19 that because I am not an attorney and am not competent to  
20 necessarily prepare a confidentiality agreement. But, I  
21 mean, you're asking me to identify if I had prepared it based  
22 on the font. I'm not sure that's -- I can't --  
23 Q. I'm just asking you whether you prepared this  
24 document.  
25 A. And I'm -- I'm telling you I -- I don't know. I

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1 MR. WEIDNER: Okay. Madam court reporter, could  
2 you hand the witness document Exhibit A, please.  
3 COURT REPORTER: Sure.  
4 MR. WEIDNER: Mr. Stern, I emailed you the  
5 documents. Do you have them?  
6 MR. STERN: Hang on one moment. When did you  
7 email them to me?  
8 MR. WEIDNER: This morning.  
9 MR. STERN: No, I don't see it. Oh, wait, wait,  
10 wait. Hold on a second. Okay. Yes. Yes. I'm sorry.  
11 MR. WEIDNER: Okay.  
12 MR. STERN: Okay. You're on Exhibit A. Is that  
13 correct?  
14 MR. WEIDNER: Yes, sir.  
15 MR. STERN: Confidentiality Contract?  
16 MR. WEIDNER: Yes, sir.  
17 MR. STERN: Okay. I -- I'm -- I'm reading it.  
18 MR. WEIDNER: Thank you, sir.  
19 BY MR. WEIDNER:  
20 Q. Mr. Tarantini --  
21 A. Yes.  
22 Q. -- you have a document in front of you marked as  
23 Plaintiff's Exhibit A. Do you recognize that document?  
24 A. Yes.  
25 Q. Okay. Did you prepare this document?

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1 really don't remember.  
2 Q. Did an attorney prepare this document for you?  
3 A. I -- I mean, typically it would be say prepared by  
4 if it were an attorney. I -- I don't know.  
5 MR. WEIDNER: I'm going to certify this part of  
6 the questioning.  
7 BY MR. TARANTINI:  
8 Q. Mr. Tarantini, I urge you to look carefully at  
9 this document that's in front of you.  
10 A. I see it.  
11 Q. Does your signature appear on this page?  
12 A. Yes, sir.  
13 Q. Did you sign this document?  
14 A. Yes.  
15 Q. What were the circumstances surrounding your  
16 signature being placed on this document?  
17 A. I -- can you -- can you be more specific about  
18 circumstances?  
19 Q. Yes, sir. When did you sign this document?  
20 A. It's dated February 25th of 2017.  
21 Q. Who caused this document to be prepared?  
22 A. I am not certain of that.  
23 Q. Okay. There are three signatures that appear on  
24 this page.  
25 A. Yes, sir.

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1 Q. Okay. Is that true?  
2 A. Yes, sir.  
3 Q. Of the three people whose signatures appear on  
4 this page do you know who had this document prepared?  
5 A. I -- I -- I do not. It -- I'm not sure.  
6 Q. Do you have any idea how this document came into  
7 existence?  
8 A. Yeah. It's possible that one of my attorneys had  
9 drafted it. I mean --  
10 Q. And who --  
11 A. -- I don't think --  
12 Q. -- would that have been?  
13 A. What's that?  
14 Q. Who? Which attorney?  
15 A. I have the two attorneys that were involved in  
16 this matter. The gentleman on the phone Joe Stern, but I  
17 don't think he was involved back then. Jessica Yero is the  
18 other attorney that was familiar with this matter.  
19 Q. Okay. Did Jessica Yero produce this document?  
20 A. I -- I don't know. I couldn't say.  
21 Q. What recollection, if any, do you have regarding  
22 this document?  
23 A. Can you be more specific?  
24 Q. When prior to today do you remember seeing this  
25 document?

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1 maybe a -- it was attached in some -- in a Court filing  
2 maybe.  
3 Q. When was that?  
4 A. I -- I really don't know.  
5 Q. Was it a month ago?  
6 A. I -- no. I'm sure it was much longer than that.  
7 Q. Okay. Do you recall signing this on  
8 February 25, 2017?  
9 A. I mean, I -- my signature's on it, so I'm certain  
10 I had signed it.  
11 Q. And to the best of your recollection an attorney  
12 might have drafted this for you and you think it's  
13 Jessica Yero?  
14 A. No, I -- that's certainly not what I said. I said  
15 it's a -- it's a possibility. I mean when it -- you know,  
16 typically there are -- I have documents that are sort of  
17 templates maybe that were initially drafted by an attorney  
18 and, you know, you kind of just tweak them and fill it in,  
19 change the names as needed. But I -- again, with respect to  
20 this specific document, I couldn't tell you for sure.  
21 Q. Have you used a document similar to this in other  
22 transactions?  
23 A. It's certainly possible. I can't recall, but it's  
24 not outside the realm of possibilities. I may have.  
25 Q. Approximately how many transactions have you been

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1 A. Do I remember seeing the document?  
2 Q. Yes.  
3 A. I -- I mean, I don't -- I don't really recall  
4 seeing it since it was -- I mean, I'm not sure how you mean  
5 how -- how I recall -- if I recall seeing it. You mean like  
6 in a Court filing or --  
7 Q. What's your highest level of education,  
8 Mr. Tarantini?  
9 A. I have not been educated past high school.  
10 Q. Okay. Are you comfortable with the English  
11 language?  
12 A. I would say that I'm comfortable. Sure.  
13 Q. Okay. Is English your primary language?  
14 A. Yes.  
15 Q. You read and write it well?  
16 A. I mean, well, I guess that's -- I'm not -- people  
17 would have different opinions, but I think well enough to  
18 communicate.  
19 Q. Okay. Are you having trouble understanding my  
20 questions about this document?  
21 A. Well, I -- I -- yes, because -- not because of the  
22 language. It's because of the vague nature of the question.  
23 Q. Okay. The question I asked you was when do you  
24 recall seeing this document prior to today?  
25 A. The last time I think I remember seeing it was

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1 involved in since February 25, 2017?  
2 A. That's -- that's a difficult question. I'd have  
3 trouble answering that off the top of my head, but, you know,  
4 several dozen I would assume.  
5 Q. Okay. Do you recollect utilizing confidentiality  
6 contracts in any of those transactions?  
7 A. I -- I don't specifically recall, but there -- I  
8 may have, depending on the circumstance. I don't -- I don't  
9 know.  
10 Q. Sitting here today can you think of any other  
11 transaction in which you signed a confidentiality contract?  
12 A. If I had, I'm not sure I'd be comfortable  
13 disclosing that.  
14 Q. I'm asking you to disclose that.  
15 A. I -- I -- I don't know. If it's confidential then  
16 I'm not sure something that's on a completely unrelated  
17 matter would be something I can disclose.  
18 MR. WEIDNER: I'm going to certify this part of  
19 the questioning. To be very clear about the questioning,  
20 Mr. Tarantini -- and every time I say I'm certifying that  
21 means I'm going to take it the Judge --  
22 THE WITNESS: I understand.  
23 MR. WEIDNER: -- and have him review it as part of  
24 the transcript.  
25 THE WITNESS: Yes, sir.

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1 BY MR. WEIDNER:  
2 Q. I asked you a very simple question.  
3 A. And I -- I answered it. I understand the  
4 question. I just --  
5 MR. STERN: Matt, he's answered your question.  
6 MR. WEIDNER: Joe --  
7 MR. STERN: All right? You asked him does he  
8 recall using it in other transactions.  
9 MR. WEIDNER: Joe --  
10 MR. STERN: He answered probably, but he couldn't  
11 say specifically which ones.  
12 MR. WEIDNER: Joe, I'm not going to step over your  
13 interrupting my deposition, but the Judge was very clear you  
14 can make a form objection, period. You do not coach the  
15 witness.  
16 BY MR. WEIDNER:  
17 Q. Mr. Tarantini --  
18 A. Yes.  
19 Q. -- you've indicated that you didn't want -- or you  
20 didn't feel comfortable testifying about confidentiality  
21 contracts. Is that correct?  
22 A. Well, on a -- on a number of points. Because, A,  
23 I don't remember specifically which -- you know, in any  
24 particular case or -- or property where I might have used  
25 one. And, B, I mean a confidentiality contract is

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1 A. Probably two or three, but certainly -- I mean not  
2 the same ones necessarily because I've gotten new computers  
3 since.  
4 Q. Okay. Where would you have first seen this  
5 document? What computer? Where would that computer have  
6 been located?  
7 A. Which document and what --  
8 Q. Exhibit A. Plaintiff's Exhibit A. At that point  
9 in time February 25, 2017, where would the physical office or  
10 location that you would have first seen this document been?  
11 A. The physical location?  
12 Q. Yeah.  
13 A. It's -- again, that's hard to say. I work out of  
14 a number of locations. It could have been either here in  
15 Tampa in -- sometimes I stay with my family in the West Palm  
16 Beach area. Sometimes I'm in Miami. It would be very  
17 difficult to -- to say.  
18 Q. Okay. And how many computers might have -- might  
19 you have used to access this document? Two or three, five or  
20 six or ten?  
21 A. Two or three, I'm sure.  
22 Q. Okay. So do you still have those computers in  
23 your possession?  
24 A. No. No. I've gotten new computers since then.  
25 Q. Okay. What computer operating system would you

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1 confidential for -- it's signed by multiple parties, so I  
2 think --  
3 Q. What other transactions have you used  
4 confidentiality contracts in?  
5 A. I -- again, I don't -- I can't tell you off the  
6 top of my head.  
7 Q. Have you used confidentiality contracts before?  
8 A. I would imagine so. I think so.  
9 Q. About how many times?  
10 A. I don't know.  
11 Q. Who prepares these confidentiality contracts?  
12 A. Like I said, with -- as is the case with -- sorry.  
13 As is the case with most of our instruments that we use,  
14 deeds and, you know, other -- other instruments, they're  
15 essentially a template created at one point by an attorney,  
16 you know, maybe going -- possibly going back, I mean, over a  
17 decade. It's -- you know, it's stuff that -- templates that  
18 have been used for a very long time.  
19 Q. Okay. Do you use one computer primarily to  
20 conduct your business?  
21 A. No.  
22 Q. How many do you use?  
23 A. Three, I think.  
24 Q. Okay. In 2017, February 25, 2017, how many  
25 computers would you have used?

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1 have used to edit this document?  
2 A. Operating system. You mean as in --  
3 Q. Word.  
4 A. -- Windows? Oh. Yeah. Sure. Microsoft Word I  
5 would imagine.  
6 Q. Okay. Do you recollect adding any of the terms  
7 into this confidentiality contract?  
8 A. I really don't -- I don't recall if -- whether or  
9 not I prepared it.  
10 Q. Okay. Who would have been authorized to prepare  
11 such a document for South Florida Lending?  
12 A. Like I said, there -- there's a few attorneys  
13 that -- that have worked for me. There's -- over the years  
14 there's been employees -- yeah. Myself, obviously.  
15 Mr. Crescenzo.  
16 Q. Okay. I'll draw your attention to paragraph  
17 number one. This indicates that South Florida Lending was  
18 paying \$12,000 for the subject properties. Is that correct?  
19 A. That is what it says. Correct.  
20 Q. How was that figure arrived at?  
21 A. I -- I don't recall exactly.  
22 Q. Who would have authorized that number?  
23 A. What do you -- how do you mean? Who --  
24 Q. What agent for South Florida Lending would have  
25 been authorized to arrive at the number asserted in paragraph

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1 one?  
 2 A. I -- Mr. Crescenzo would be, you know, authorized.  
 3 Q. Did Mr. Crescenzo authorize that number?  
 4 A. I couldn't -- I couldn't -- I couldn't tell you.  
 5 I don't recall really.  
 6 Q. You testified previously that you were the only  
 7 one that had an interest in South Florida Lending. Is that  
 8 correct?  
 9 A. Yes.  
 10 Q. If you're the only one that has an interest in  
 11 South Florida Lending why would anyone else be authorized to  
 12 come up with a number in paragraph one?  
 13 A. Why would someone else be authorized to act as an  
 14 agent on my behalf?  
 15 Q. Yes.  
 16 A. I -- I don't -- I'm not sure that I understand the  
 17 nature of the question. I mean, people work as agents for  
 18 other people all the time. I'm --  
 19 Q. Does Mr. Crescenzo have any interest in this  
 20 property -- these properties?  
 21 A. No.  
 22 Q. So only Nicolo Tarantini and South Florida  
 23 Lending have an interest in these subject properties.  
 24 Correct?  
 25 A. Yeah.

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1 Q. Did you transfer or cause to be delivered \$5,000  
 2 to Michael Streiff or Tania Drapp?  
 3 A. I would -- I would think so.  
 4 Q. Okay. How was that transfer made?  
 5 A. It says cash, so I imagine -- I would imagine  
 6 cash.  
 7 Q. Okay. Did you personally deliver cash to either  
 8 Michael Streiff or Tania Drapp?  
 9 A. I -- I -- I believe I was present when it  
 10 was -- when it was given, yes.  
 11 Q. Was this at the restaurant that you met at?  
 12 A. Restaurant. I'm not sure.  
 13 Q. The witnesses have previously testified that you  
 14 guys met at a restaurant. Do you remember that?  
 15 A. No.  
 16 Q. Okay. Where were you when you transferred that  
 17 cash then?  
 18 A. I -- I -- I don't remember specifically. I  
 19 wasn't -- I don't think it was a restaurant. I'm not -- it  
 20 may have been. I don't think.  
 21 Q. Was it at an office?  
 22 A. I honestly don't remember.  
 23 Q. Where did you come up with the \$5,000 cash? Where  
 24 did it come from?  
 25 A. How do you mean?

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1 Q. So you're the only party that could have  
 2 authorized --  
 3 A. Well, no. Sorry. I'm sorry. Let me -- let  
 4 me -- let me correct you. Nicolo Tarantini, me personally, I  
 5 do not personally have an interest in the properties. Only  
 6 South Florida Lending does.  
 7 Q. Okay. And you're the only party that has any  
 8 interest in South Florida Lending. Correct?  
 9 A. Correct.  
 10 Q. Okay. So you would have had then authorized all  
 11 of the operations taken by South Florida Lending. Correct?  
 12 A. Correct.  
 13 Q. And you authorized the numbers that are identified  
 14 in paragraph four. Correct?  
 15 A. I would imagine so. Yes.  
 16 Q. Okay. So did you authorize the payment of \$5,000  
 17 cash?  
 18 A. Did I authorize it?  
 19 Q. Yes, sir.  
 20 A. I would imagine so.  
 21 Q. Okay. Paragraph one asserts that there's a  
 22 deposit of \$5,000 cash. Do you see that there?  
 23 A. I do.  
 24 Q. Did you make that transfer?  
 25 A. What do you mean?

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1 Q. Where did you obtain the \$5,000 that you  
 2 transferred to either Michael Streiff or Tania Drapp?  
 3 A. Where did I obtain -- you mean as in --  
 4 Q. Where did you physically obtain the \$5,000?  
 5 A. I don't -- I don't know specifically where I  
 6 physically obtained it. I'm not sure.  
 7 Q. Did you withdraw that money from a bank?  
 8 A. I would certainly assume so. Yes.  
 9 Q. Okay. Where does South Florida Lending maintain  
 10 bank accounts?  
 11 A. That's --  
 12 THE WITNESS: Joe, getting into bank account  
 13 priv -- is that a privacy issue?  
 14 MR. STERN: You can answer the question, Nico.  
 15 THE WITNESS: Okay. South -- South Florida  
 16 Lending, it doesn't have a -- have a bank account attached to  
 17 it, but it essentially takes loans from -- from other  
 18 companies.  
 19 BY MR. WEIDNER:  
 20 Q. Did South Florida Lending have a bank account on  
 21 February 25, 2017?  
 22 A. I couldn't say for certain.  
 23 Q. Did you physically obtain \$5,000 in cash?  
 24 A. I would -- I would certainly assume so, but,  
 25 again, the specific circumstances I -- you know, I can't

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1 recall.  
2 Q. And you don't recall where that \$5,000 in cash  
3 came from?  
4 A. I would assume it came from a -- from a bank  
5 but --  
6 Q. Okay. But you don't remember from what bank?  
7 A. I am not sure. There's a couple different banking  
8 institutions that have been used by my companies. I'm not  
9 sure specifically.  
10 Q. And what are those banking institutions?  
11 A. BB&T. Bank of America.  
12 Q. Anyone else?  
13 A. That -- there wouldn't have been any other -- any  
14 other accounts it would have come from.  
15 Q. And you don't have any banking institutions in the  
16 South Florida Lending name, do you?  
17 A. Not currently, no.  
18 Q. Did you at that point in time?  
19 A. I -- I -- again, I'm not certain. This  
20 was -- this was an existing company that I became a director  
21 of at some point. And I'm -- so it would be difficult for me  
22 to speculate about a bank account that may have been  
23 existing.  
24 Q. But you never accessed any bank account in the  
25 name of South Florida Lending. Is that correct?

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1 Q. I'm not asking you to assume. I'm asking if you  
2 remember.  
3 A. Don't remember specifically, but I would think  
4 that it was, yeah.  
5 Q. Was it paid in cash or check or cashier's check?  
6 A. I'm not -- I'm not certain.  
7 Q. Okay. Did you get receipts for any of these  
8 transactions?  
9 A. I have -- there's a -- a general ledger provided  
10 by the management company. If you want receipts for all of  
11 that, I mean, you'd have to be -- subpoenaed from them, but  
12 there's a ledger that accounts for essentially every cent  
13 that's been paid in rent or paid to do maintenance, taxes and  
14 all that. It's --  
15 Q. Did you bring those records with you this morning?  
16 A. I did, yes.  
17 Q. So everything that you have from that management  
18 company is before us?  
19 A. Yes.  
20 Q. Does that include the \$5,000?  
21 A. No. No, no.  
22 Q. Does it include the \$7,000?  
23 A. No, it does not. I don't think so.  
24 Q. So where would any records of these transactions  
25 occur or exist?

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1 A. No, not me personally.  
2 Q. Okay. Has anybody else accessed any bank account  
3 of South Florida Lending?  
4 A. I couldn't say definitively.  
5 Q. You testified repeatedly that you're the only  
6 agent or officer of South Florida Lending. Correct?  
7 A. I am currently, but this -- the company existed  
8 before I was a director and there was another individual who  
9 was -- who was a director.  
10 Q. And who was that?  
11 A. Actually, I believe it was -- was Mr. Godinez.  
12 Q. Okay. Does he have any interest in South Florida  
13 Lending right now?  
14 A. No.  
15 Q. When did he transfer his interest?  
16 A. I'd have to look at the -- the Sunbiz. I can't  
17 recall exactly.  
18 Q. Okay. Paragraph one asserts that the remaining  
19 balance of 7,000 was due within 12 months of the contract.  
20 Do you read that there?  
21 A. I do.  
22 Q. When was that \$7,000 paid?  
23 A. I -- I -- I don't recall.  
24 Q. Was it paid?  
25 A. I would assume so. I think so, yes.

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1 A. I -- I'm really not sure to be honest. I -- the  
2 management company -- their records only -- I'm trying to see  
3 where their records begin. Yeah. I think their -- their  
4 records didn't begin until November of 2017.  
5 Q. What's the name of the management company?  
6 A. Demeter Properties, Inc.  
7 Q. Okay. What's your relationship to Demeter  
8 Properties?  
9 A. They manage my rental properties.  
10 Q. How many properties do you have?  
11 A. I'm -- I'm not -- I'm not sure off the top of my  
12 head, but there's a number of companies that own maybe a few  
13 dozen or so.  
14 Q. Okay. Would Demeter Properties have kept all the  
15 records relating to these subject properties?  
16 A. With respect to -- to management, yes. So --  
17 Q. Okay.  
18 A. -- essentially any -- anything that was collected  
19 in rent, anything that was paid for maintenance, you know,  
20 anything of that -- of that nature.  
21 Q. Is your testimony that you have no recollection  
22 of the money being transferred as identified in paragraph  
23 one?  
24 A. I don't remember specifics about it. That's  
25 correct.

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1 Q. Is it your testimony that you have no records  
2 reflecting the transfer of money as reflected in paragraph  
3 one?  
4 A. I -- I don't have any records in my possession.  
5 Q. Do such records exist?  
6 A. I would certain -- I would think so.  
7 Q. But you haven't brought them to this deposition.  
8 A. Well, I -- I was asked to bring things in my  
9 possession. I don't have -- I don't have those items.  
10 Q. Sir, you're an obligation to produce the records  
11 responsive to the subpoena. You're under a continuing  
12 obligation to produce those records. The question's very  
13 simple. Do records reflecting the transaction in paragraph  
14 one exist?  
15 A. I'm -- I'm fairly certain they -- they do, yeah.  
16 I mean --  
17 Q. Okay. I'm going to direct and order you to  
18 produce those records when we continue this deposition at a  
19 later date. But you're under an obligation to produce those  
20 records. I'm going to order and direct you to produce those  
21 records to your attorney be turned over to me so when we have  
22 our follow-up deposition I can examine those records.  
23 A. Okay.  
24 Q. Number two of the paragraph asserts that seller  
25 will execute quitclaim deeds to South Florida Lending upon a

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1 confidential and protected as "Trade Secret", end quotes,  
2 under Chapter 812 of Florida Statute. Sellers have disclosed  
3 that there is a pending unsatisfied mortgage and code liens  
4 attached to said properties.  
5 Q. Why did you have that provision put into this  
6 contract?  
7 A. Which provision?  
8 Q. I was having you stop at four. Why did you  
9 make it -- why was it important that neither the buyer or  
10 seller disclose any information about this transaction?  
11 A. To be honest, I -- this -- I really can't remember  
12 the specifics. This is several years ago. I'm not sure.  
13 Q. Is it your practice to keep transactions  
14 confidential in this manner?  
15 A. It's -- it's not necessarily super common, but,  
16 you know, there -- I -- I operate in a fairly niche business,  
17 so I -- you know, there's a lot of people that do real estate  
18 and, you know, I like to be able to keep my practices fairly,  
19 you know, close to the vest if -- just to, you know, protect  
20 from competition.  
21 Q. Okay. Tell me about section C there. Information  
22 as to the circumstances under which Buyer and Sellers came  
23 into contact. Why was it important that that information be  
24 put into the contract?  
25 A. I -- I really -- I couldn't recall. Honestly, I

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1 deposit of \$500. I'm sorry. \$5,000.  
2 A. Okay.  
3 Q. (Audio was unintelligible).  
4 A. Sorry?  
5 Q. Did you negotiate that term that was put into this  
6 contract?  
7 A. I'm -- I don't know -- I may have had a hand in  
8 it. I don't specifically remember.  
9 Q. Okay. Do you remember receiving the quitclaim  
10 deed?  
11 A. Vaguely. I don't -- again, I don't remember -- I  
12 don't remember the specifics, but I certainly remember, you  
13 know, having quitclaim deeds signed.  
14 Q. Okay. And number four. Do you see that provision  
15 in number four? Can you read that for the court reporter?  
16 A. Neither buyer or Sellers shall disclose any  
17 information as to this contract and transaction unless  
18 explicitly authorized in writing by Buyer and Sellers  
19 including but not limited to -- would you like me to read  
20 the --  
21 Q. Yes, a, b, c.  
22 A. Sure. A, purchase price; B, date of purchase; C,  
23 information as to the circumstances under which Buyer and  
24 Seller came into contact and negotiations of the subject  
25 agreement. All information contained in this contract is

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1 don't remember who drafted this. I -- I couldn't tell you  
2 with any certainty.  
3 Q. Okay. Who was it that asserted this trade secret  
4 as identified in paragraph five?  
5 A. Who asserted it?  
6 Q. Yeah. Who -- who came up with this idea of trade  
7 secret? Was that Jessica Yero?  
8 A. I -- honestly, I couldn't say. I mean, that's a  
9 familiar -- a phrase that I've heard, you know, going back  
10 years. I can't remember if it was Jessica or someone else.  
11 I'm not sure.  
12 Q. Okay. Do you -- what happened to this document  
13 after it was executed by the three parties on 2/25/17?  
14 A. What do you mean what happened to it?  
15 Q. Do you remember meeting with Tania and Michael?  
16 A. Again, vaguely, but, I mean, I know I met with  
17 them at some point.  
18 Q. Was that at the Sam's Club?  
19 A. Possibly.  
20 Q. Because Tania Drapp testified several times that  
21 you went to the Sam's Club. Is that where these documents  
22 were executed?  
23 A. That is possible. Maybe. Yeah.  
24 Q. And is that where you transferred the \$5,000 to  
25 her?

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1 A. I -- I don't recall that, but now that you mention  
2 Sam's Club that definitely sounds -- rings a bell.  
3 Q. Do you remember meeting at a restaurant with  
4 Tania and Michael?  
5 A. I -- I don't, no.  
6 Q. Would anybody else from South Florida have met  
7 with Tania and Michael at a restaurant?  
8 A. There's not really anyone else from South Florida,  
9 so I'm not -- I'm not sure. I'm not saying definitively that  
10 I didn't. I just can't recall that.  
11 Q. Okay. Do you remember meeting Michael Streiff?  
12 A. Vaguely. I -- I remember having an interaction.  
13 Sure.  
14 Q. What do you remember?  
15 A. Can you be a little bit more specific?  
16 Q. You said you remember vaguely. Tell me what you  
17 remember.  
18 A. I remember he was a male. I think he was probably  
19 shorter than I was. I really don't -- I don't recall many  
20 specifics.  
21 Q. Where did you meet him?  
22 A. I -- I want to -- I -- I'm thinking Sam's Club  
23 probably or something like that.  
24 Q. And his testimony was that representatives from  
25 South Florida called and asked him to meet at a Sam's Club.

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1 it to her?  
2 A. I -- I don't know. That's a very specific thing  
3 to ask about something that happened years ago. I'm not sure  
4 who -- who did that.  
5 MR. WEIDNER: Certify this part of the transcript.  
6 BY MR. WEIDNER:  
7 Q. Plaintiff's Exhibit A memorializes that South  
8 Florida Lending transferred \$5,000 to Tania Drapp. Correct?  
9 A. I'm -- I'm so sorry. Can you repeat that one  
10 more --  
11 Q. Yes, sir. Plaintiff's Exhibit A --  
12 A. Yeah.  
13 Q. -- paragraph one memorializes or details or  
14 specifies that South Florida Lending transferred \$5,000 to  
15 Michael Streiff for Tania Drapp. Correct. Paragraph one.  
16 A. Yes.  
17 Q. Okay. You've testified repeatedly that you were  
18 the only agent of South Florida Lending. Correct?  
19 A. When you say agent, I'm the only corporate  
20 officer. I mean --  
21 Q. Fine. You're the only corporate officer. And  
22 that you're the only party that has an interest in South  
23 Florida Lending. Correct?  
24 A. Yes.  
25 Q. Okay. When was the \$5,000 in cash transferred to

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1 Was that you that called?  
2 A. I don't think so. I don't think -- I don't  
3 remember ever having direct contact with him myself.  
4 Q. Would that have been Mr. Crescenzo?  
5 A. I would imagine so.  
6 Q. Okay. After this document was signed, Exhibit A,  
7 what happened to it?  
8 A. Again, I -- I'm not sure what you mean.  
9 Q. Did you retain possession of the physical  
10 document?  
11 A. Did I retain it?  
12 Q. Yes.  
13 A. For a time, sure. Yeah.  
14 Q. Where did you retain it?  
15 A. I'm not sure what location.  
16 Q. Okay. At the time it was executed you transferred  
17 \$5,000 to Tania Drapp. Correct?  
18 A. When you say transferred, I mean, I believe it was  
19 a cash transaction.  
20 Q. You handed her \$5,000 cash. Correct?  
21 A. I don't specifically know if I handed it to her,  
22 but she was --  
23 Q. Did Mr. Crescenzo hand it to her?  
24 A. I -- I don't remember specifically, but she was --  
25 Q. Out of you or Mr. Crescenzo who would have handed

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1 Tania Drapp?  
2 A. I believe at the time of the signing of this  
3 document, but I -- again, I couldn't say with absolute  
4 certainty.  
5 Q. And did you physically hand \$5,000 in cash to  
6 Tania Drapp?  
7 A. I do not recall if it was me specifically handing  
8 her 5,000 cash.  
9 Q. Who else was with you at that meeting?  
10 A. I believe Mr. Crescenzo. I'm pretty certain that  
11 was -- that was the only other person who was present.  
12 Q. Where was this meeting?  
13 A. Again, I -- I want to say Sam's Club or some other  
14 sort of big store like that, but I -- I can't say with  
15 absolutely certainty.  
16 Q. Okay. So her testimony was, quote, two white guys  
17 met her at Sam's Club and that's where the documents were  
18 exchanged. Was that you and Mr. Crescenzo?  
19 A. I would -- I would imagine so.  
20 Q. Okay. Did Mr. Crescenzo hand the \$5,000 over?  
21 A. I -- I don't recall who specifically did.  
22 Q. Okay. Where did the 5,000 in cash come from? Did  
23 it come out of a bank account?  
24 A. Yeah, I believe so. Yes.  
25 Q. Whose bank account?

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1 A. I'm -- I'm not sure specifically whose bank  
2 account. Like which -- which account. Which bank it came  
3 from.  
4 Q. Did you go to a bank before you went to this  
5 meeting?  
6 A. I -- again, I'm not sure.  
7 Q. Did Mr. Crescenzo and you drive to Sam's Club  
8 together?  
9 A. I would imagine so.  
10 Q. Whose vehicle did you drive in?  
11 A. I don't -- I'm not sure.  
12 Q. Okay. So you have no recollection of when the  
13 5,000 was transferred or you think it was on that date  
14 2/25/2017?  
15 A. I -- I would believe so, yeah, but, again,  
16 I -- I'm not -- not certain.  
17 Q. Okay. When was the remaining \$7,000 transferred  
18 to Streiff for Drapp?  
19 A. I am not sure. I don't recall exactly.  
20 Q. Did -- was it handed to them in cash?  
21 A. In cash? I don't -- I don't think so.  
22 Q. Was it paid in a check?  
23 A. I -- I -- I -- I would I -- I'm inclined to say  
24 that, yes, it was probably paid with some sort of check.  
25 Q. Did you produce a copy of that check?

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1 A. No. No, I don't -- I don't --  
2 Q. Do you have a personal account?  
3 A. No, I don't have.  
4 Q. A corporate account?  
5 A. I mean a business account. Sure.  
6 Q. What business accounts would this check have come  
7 from?  
8 A. I'm sorry. I couldn't hear that first part.  
9 Q. What business accounts would this check have come  
10 from? How many businesses we talking about?  
11 A. I just said somewhere probably six to ten  
12 different accounts that it possibly could have come from.  
13 Q. And when was the 7,000 transferred?  
14 A. I don't know specifically.  
15 Q. This contract was signed on 2/25/17. It provides  
16 that the 7,000 will be paid after the 5,000 deposit. When  
17 was -- you recall them asking you for the additional 7,000?  
18 A. I -- I don't specifically recall.  
19 Q. Was there any condition on them producing the  
20 7,000?  
21 A. I -- can you -- can you ask the question again?  
22 I --  
23 Q. Sure. You gave them \$5,000 in cash at the meeting  
24 at Sam's Club. Correct?  
25 A. Again, I -- I think so. Yes.

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1 A. No. I don't have a -- I don't have it in my  
2 records.  
3 Q. You're under a continuing obligation to produce  
4 those records. I'm directing you to produce that record for  
5 presentation at the follow-up deposition that we'll have.  
6 You can get access to that check, can't you?  
7 A. I -- well, this is only going back three years, so  
8 I would -- I would assume that I probably can, yeah, because  
9 banks --  
10 Q. What account was that check drawn on?  
11 A. I'm not sure.  
12 Q. You testified South Florida Lending doesn't have a  
13 bank account. Correct?  
14 A. Correct.  
15 Q. And did not have a bank account at that point in  
16 time?  
17 A. I -- again, I'm not certain of that, but not one  
18 that I was -- had any kind of access to or control over.  
19 Q. How many accounts would you have had access  
20 to? Would there be six different bank accounts that might  
21 have come from or ten or four?  
22 A. Somewhere in the region of six to ten. Something  
23 like that.  
24 Q. Okay. Was it a personal account that it would  
25 have come from?

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1 Q. 2/25/17. Correct?  
2 A. I believe so. Yeah.  
3 Q. Okay. At some point in time thereafter Drapp or  
4 Streiff were provided 7,000 in cash. Is that correct?  
5 A. I -- no. I --  
6 Q. I said 7,000. You said a 7,000 check.  
7 A. Again, I would -- I think it's a safe bet to say  
8 that it was a check, yeah, but, again, I don't remember  
9 specifically when.  
10 Q. Did they request that of you at some point in  
11 time?  
12 A. I -- I really don't recall.  
13 Q. Did they call you?  
14 A. No. I never had direct contact with -- with  
15 either Nichole Drapp or Michael Streiff.  
16 Q. Other than the meetings. That's direct contact.  
17 A. Right. Sorry. I meant telephonic or -- or email  
18 or anything other than just in person.  
19 Q. Okay. You only had in-person meetings with  
20 Streiff or Drapp.  
21 A. Correct.  
22 Q. Okay. No emails?  
23 A. No. I don't even have her email address.  
24 Q. Okay. And you don't recall when the \$7,000 check  
25 was delivered.

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1 A. I -- no, I do not.  
2 Q. But you recall receiving the subpoena for this  
3 deposition that required you to produce records responsive to  
4 the request.  
5 A. The -- again, I don't have the records in my  
6 possession or direct access to them. I -- maybe I wasn't  
7 understanding the condition of the subpoena correctly.  
8 Q. Why don't you have access to those records?  
9 A. Which ones specifically?  
10 Q. The \$7,000 check that was delivered relative to  
11 this transaction.  
12 A. Again, my -- again, I don't have a hard file  
13 anymore. I had an issue with my online files where a bunch  
14 of stuff got deleted, and I would have to -- I would have to  
15 do some sort of records requests from the banks and try and  
16 scour the different accounts that it might have come from.  
17 It would -- there would be quite a -- probably a fair amount  
18 of time involved in --  
19 Q. Okay. You're under a continuing obligation to  
20 produce that record. I'm directing you to find it and  
21 produce that to your attorney.  
22 MR. WEIDNER: Madam court reporter, could you  
23 please hand to the witness Exhibit B.  
24 COURT REPORTER: Sure. I'm going to get the  
25 witness some more water.

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1 Q. You testified previously that you weren't really  
2 aware of the other case with that case number. Is that  
3 correct? Do you remember that testimony?  
4 A. I -- I'm sorry? What -- I wasn't --  
5 Q. Do you remember testifying previously that you  
6 weren't really aware of that other case involving  
7 Michael Streiff and Tania Drapp?  
8 A. No, I'm not sure that I testified to that.  
9 I -- what are you -- I --  
10 Q. All right. What was the case that you were  
11 assigning an interest in?  
12 A. Edward McDaniel versus Tania Drapp and  
13 Michael Streiff.  
14 Q. Okay. So at some point in time you became aware  
15 of that case. Correct?  
16 A. Yes.  
17 MR. STERN: All right. Hold it. Hold it.  
18 Correction. Matt, you said that he was assigning an interest  
19 in. No. The assignment was the other way around.  
20 MR. WEIDNER: That's true.  
21 MR. STERN: It was from Streiff and Drapp to South  
22 Florida Lending.  
23 MR. WEIDNER: Thank you, Counsel. You're correct.  
24 I appreciate that.  
25 BY MR. WEIDNER:

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1 (Briefly off the record).  
2 BY MR. WEIDNER:  
3 Q. Mr. Tarantini, I see you looking at Plaintiff's  
4 Exhibit B. Do you recognize that document?  
5 A. Yes.  
6 Q. Okay. Did you prepare this document?  
7 A. I -- again, I'm not sure if I prepared it, but I  
8 do, you know, recognize the document.  
9 Q. What -- what do you recognize about the document?  
10 A. I mean I recognize it's an assignment that my  
11 company typically uses for assigning, you know, interest  
12 in -- in a case or a judgment or, you know, some other  
13 matter.  
14 Q. Did you direct this document to be prepared?  
15 A. Again, I don't -- I don't recall specifically if  
16 I -- I drafted it or someone else at my direction, but I  
17 certainly caused it to be prepared in some -- you know, in  
18 some capacity.  
19 Q. Why did you cause it to be prepared?  
20 A. I mean, I -- I'm not sure specifically, but  
21 with -- you know, with that -- the ongoing case I -- I  
22 just -- you know, it's typical for me to take an assignment  
23 like this for ongoing matters, you know, involving a property  
24 that I might own or have an interest in. It's -- I don't  
25 think there was any specific reason.

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1 Q. So what were Streiff and Drapp assigning with this  
2 document?  
3 A. I mean, I'm not an attorney, so I wouldn't feel  
4 comfortable really giving a legal interpretation, but I -- I  
5 don't know specifically what comes with -- with an  
6 assignment, but it really was just -- I suppose as a way to  
7 secure an interest in -- in the property.  
8 Q. Did Tania Drapp or Michael Streiff have an  
9 interest in the subject properties when this document was  
10 signed?  
11 A. I certainly believe so.  
12 Q. And you believe they assigned that interest to you  
13 with this document?  
14 A. Oh, wait. I'm sorry. I'm sorry. Back up real  
15 quick. Can you rephrase the first question again? Because I  
16 think their interest in the property had already been  
17 quitclaimed but --  
18 Q. Yes. That's -- is it your belief that Tania Drapp  
19 and Michael Streiff had transferred their interest out of  
20 these properties?  
21 A. I mean, given the circumstances, I -- it was  
22 difficult to say with any certainty as to the legal operation  
23 of -- of some of these documents. So I think this was in an  
24 abundance of caution in this case.  
25 Q. Okay. But there was a quitclaim deed executed on

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1 February 25, 2017. Do you remember that document?  
2 A. I'm -- with -- with who -- who being the signor  
3 and the grantee?  
4 Q. Tania Drapp --  
5 A. Okay.  
6 Q. -- reporting to quitclaim the properties to South  
7 Florida Lending. Do you remember that?  
8 A. Okay. Yes.  
9 Q. So do you believe that Tania Drapp no longer had  
10 an interest in the property as of the time she executed the  
11 quitclaim deed?  
12 A. Again, I -- I really am not equipped to make a  
13 legal determination. This is -- you know, I'm not an  
14 attorney.  
15 Q. Okay. So did an attorney prepare this document?  
16 A. The template of the document I'm sure was  
17 originally prepared by an attorney.  
18 Q. Do you remember who that was?  
19 A. I do not.  
20 Q. Okay. And who filled out this document?  
21 A. I -- I can't recall specifically.  
22 Q. Okay. Did you fill out this document?  
23 A. I'm not certain.  
24 Q. Did Mr. Crescenzo fill out the document?  
25 A. I -- it's a possibility. I'm not certain.

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1 A. Correct. But I also testified that I work in an  
2 office with Mr. Crescenzo and other individuals from time to  
3 time, and, you know, there's -- not possible to say, recall,  
4 who has drafted each specific document. I mean, it's just  
5 not something that I --  
6 Q. And you have no independent recollection of you  
7 drafting this document. Correct?  
8 A. Correct, but conversely I don't have any  
9 recollection of me not having -- having --  
10 MR. WEIDNER: Let's certify that portion of the  
11 transcript.  
12 BY MR. WEIDNER:  
13 Q. Other than Mr. Crescenzo who else would have  
14 modified or prepared this document?  
15 A. Again, you know, other than attorneys or other  
16 employees there's not really anybody.  
17 Q. What other employees might have participated in  
18 the production or modification of this document?  
19 A. I don't -- I'm not sure. It would be very hard to  
20 say. I -- I -- honestly, I can't even recall if we had an  
21 employee in the office at this time. I just -- we've had  
22 employees come and go throughout the years.  
23 Q. All right. In September of 2017 how many people  
24 were employed by South Florida Lending?  
25 A. South Florida Lending specifically?

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1 Q. Okay. So just like Plaintiff's Exhibit A, do you  
2 not have any recollection of when Plaintiff's Exhibit B or  
3 how Plaintiff's Exhibit B was prepared?  
4 A. Yes. I mean, it's -- my answer would be the same.  
5 Yes.  
6 Q. So your testimony is you don't have any  
7 recollection of who prepared Plaintiff's Exhibit B. Correct?  
8 A. That's correct.  
9 Q. Okay. Would Mr. Crescenzo have been authorized to  
10 prepare Plaintiff's Exhibit B?  
11 A. I -- yeah, I mean, authorized. It's -- I -- I  
12 feel not totally comfortable with that.  
13 MR. STERN: And objection to the form. Authorized  
14 by whom?  
15 BY MR. WEIDNER:  
16 Q. Authorized by South Florida Lending or  
17 Nicolo Tarantini.  
18 A. I mean, I would say yes with the caveat that  
19 there's not a formal authorization process necessarily. I  
20 mean, you know, if someone needs me to help them draft a  
21 document, I'll do that. If I need help drafting a document.  
22 You know, it's -- it's not so formal.  
23 Q. But you testified repeatedly that you're the only  
24 one that has an interest in South Florida Lending or these  
25 properties. Correct?

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1 Q. Yes.  
2 A. I don't believe anybody, but, again, we operate a  
3 number of companies, so --  
4 Q. I'm not interested in a number of companies. I'm  
5 interested only in South Florida Lending.  
6 A. No. South Florida Lending does not employ  
7 anybody.  
8 Q. So other than Mr. Crescenzo and yourself who else  
9 would have been responsible for the production, modification  
10 or alteration of this document?  
11 A. Attorneys that are -- that work with us.  
12 Q. And who would those attorneys be?  
13 A. Again, I -- Ms. Yero. I mean, there's been a  
14 number of attorneys over the years we've worked with. I -- I  
15 can't recall all of them off the top of my head.  
16 Q. I'm only interested in this time period  
17 September 19, 2017. What attorneys would have prepared this  
18 document?  
19 A. I'm not saying an attorney did prepare it.  
20 I -- I -- Jessica Yero is the only person I know off the top  
21 of my head that could have possibly even had a hand in it,  
22 but, again, I can't say that she had.  
23 Q. Does the template of this document exist on your  
24 computer now?  
25 A. The template?

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1 Q. Yes.  
2 A. This specific one? It's hard to say. Something  
3 similar, though, certainly.  
4 Q. Okay. Would you have authorized an attorney to  
5 prepare the document and put the legal descriptions in  
6 Plaintiff's Exhibit B or is that something that you would  
7 typically do?  
8 A. I mean, typically, it would be something not  
9 necessarily done by an attorney if you're just, you know,  
10 changing out names and addresses and -- and non -- you  
11 know -- things that aren't legal -- legal language.  
12 Q. So you or Mr. Crescenzo would do that. Correct?  
13 A. Quite often, yes.  
14 Q. Other than you and/or Mr. Crescenzo is there  
15 anybody else that would have modified the template of this  
16 document?  
17 A. It's -- it's unlikely.  
18 Q. Okay. This document was prepared eight months or  
19 so after the quitclaim deed which was executed February 2017?  
20 A. Is that a question? I'm sorry. Say --  
21 Q. This document there is an execution date of  
22 September 19, 2017.  
23 A. Okay.  
24 Q. That's approximately seven months after the  
25 quitclaim deed was executed. Correct?

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1 Q. Did your attorney suggest that you have  
2 Plaintiff's Exhibit B prepared?  
3 A. Oh. I -- I don't know. I'm not -- I couldn't  
4 say.  
5 Q. How did you make contact with Tania Drapp or  
6 Michael Streiff after the quitclaim deed was executed?  
7 A. Again, I personally did not have contact with  
8 them. It would have been through Mr. Crescenzo.  
9 Q. Was he the one that had the primary contact with  
10 Michael Streiff and Tania Drapp?  
11 A. I would say he had the only contact other  
12 than -- I mean the only remote contact.  
13 Q. And direct contact?  
14 A. No. I said remote contact.  
15 Q. Okay. But you said you both had physical meetings  
16 with them. Correct?  
17 A. Yes.  
18 Q. Okay. And you said you didn't talk to them on the  
19 phone?  
20 A. Me? No. Not me personally.  
21 Q. But you did say you met with them at Sam's Club.  
22 A. Yes.  
23 Q. Along with Mr. Crescenzo.  
24 A. I believe so, yes.  
25 Q. And then Mr. Crescenzo had the other physical

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1 A. Okay. Yeah.  
2 Q. Okay. What happened in between the time the  
3 quitclaim deed was executed -- that will be Plaintiff's  
4 Exhibit F when we get to it -- and when this document was  
5 executed?  
6 A. You're going to have to be more specific. I'm not  
7 sure what you mean.  
8 Q. What caused you to have Plaintiff's Exhibit B  
9 prepared?  
10 A. Well, I assume it had something to do with the  
11 case that is referenced on here.  
12 Q. Okay. That indicates that you had some knowledge  
13 about the case. Correct?  
14 A. Knowledge of the case that South Florida Lending  
15 was a part of? Yes.  
16 Q. Okay. Why did you want to have the interest  
17 assigned to South Florida Lending?  
18 A. Again, not -- I can't give a specific reason other  
19 than just in an abundance of caution to protect the purported  
20 interest that I believed South Florida to have.  
21 Q. What kind of interest did you say?  
22 A. Purported.  
23 Q. Purported interest. Okay. Did your attorney  
24 direct or suggest that you have this document prepared?  
25 A. I'm sorry. Say that one more time. Sorry.

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1 contact with them? Is that correct?  
2 A. The other meaning what?  
3 Q. Did he meet with them?  
4 A. I -- yes, I believe so.  
5 Q. And did he have telephone contact with them?  
6 A. I believe so.  
7 Q. Okay. What -- what are the circumstances  
8 surrounding his contact with them about having Plaintiff's  
9 Exhibit B executed?  
10 A. I -- I -- again, I couldn't be -- give you any  
11 specific about it. I really don't recall.  
12 Q. Okay. Does his signature in there indicate that  
13 he was there when this document was prepared?  
14 A. Yes.  
15 Q. Okay. And do you remember seeing this document  
16 after it was prepared?  
17 A. I -- not -- I can't specifically remember seeing  
18 it. I mean, I -- I certainly had knowledge of it, but I  
19 can't recall, you know, when.  
20 Q. Do you remember taking this doc -- or do you  
21 remember discussing this document with Mr. Crescenzo?  
22 A. I do not.  
23 Q. Were you aware that Tania -- that Edward McDaniel  
24 owned the owned the two properties, 1570 and 777, prior to  
25 your involvement in the case?

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1 A. Yes.  
2 Q. Were you aware that one of these properties was  
3 his homestead?  
4 A. I was -- I couldn't say. I couldn't say with  
5 certainty, but subsequently I became aware of it. I'm not  
6 sure when.  
7 Q. And you did research into the properties.  
8 Correct?  
9 A. Yes.  
10 Q. You went online and looked at the property  
11 appraiser's website?  
12 A. Yes.  
13 Q. You went into the official records of  
14 Pinellas County. Correct?  
15 A. I -- I'm sure I did.  
16 Q. Okay. And we've covered that you were aware of  
17 the case McDaniel versus Drapp. Correct?  
18 A. When you say was, at what time are you referring  
19 to?  
20 Q. At some point in time you became aware. You're  
21 testified you're not exactly sure when you became aware.  
22 Right?  
23 A. Yes.  
24 Q. And you went into the docket and you looked at  
25 that case. Correct?

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1 I've read a number of documents. I can't recall specifically  
2 which ones and which ones I've not read.  
3 Q. Okay. I'm going to have you look at Plaintiff's  
4 Exhibit C, please.  
5 A. Yes.  
6 Q. Okay. You recognize that document?  
7 A. Yes, I do.  
8 Q. Okay. When did you first see this document?  
9 A. I --  
10 (Mr. Stern was speaking but it was  
11 unintelligible).  
12 COURT REPORTER: I'm sorry?  
13 THE WITNESS: What's that, Joe? Hey, Joe.  
14 I think he thinks he's on mute, but he's not.  
15 COURT REPORTER: Okay.  
16 THE WITNESS: I don't -- I don't recall when I  
17 first saw this document specifically.  
18 BY MR. WEIDNER:  
19 Q. Plaintiff's Exhibit C you remember at some point  
20 in time you had a copy of the document?  
21 A. I -- I'm sure at some point, yeah, I had a copy of  
22 this.  
23 Q. And Tanya Drapp and Michael Streiff's testimony  
24 was that you subsequently demanded the original of the  
25 document. Do you remember that?

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1 A. I -- again, it sounds like you're referring to a  
2 specific point in time that I just -- I could not possibly  
3 recall.  
4 Q. You testified repeatedly that you can't recall,  
5 but at some point in time you do recall. Correct?  
6 A. No. I mean -- I really don't recall specifically.  
7 I'm saying based on the nature of my -- of my business I am  
8 sure I at some point did look at the docket. Look at certain  
9 documents.  
10 Q. Okay. You became aware of the allegations in that  
11 case. Correct?  
12 A. I became aware of them, yes. At some point.  
13 Q. Okay. And what's your knowledge about what that  
14 case -- what the allegations in the case were?  
15 A. My knowledge was that it's -- that Mr. McDaniel  
16 had purportedly transferred interest in these subject  
17 properties to his daughter Ms. Drapp and then subsequently  
18 filed a lawsuit to -- to say that hadn't actually happened or  
19 it happened under some sort of, you know, improper  
20 circumstance. I can't -- and I can't remember what the  
21 allegations of the original complaint were. I know they  
22 probably changed over time.  
23 Q. But you read the lawsuit. Correct?  
24 A. Again, I -- I can't say that I read -- read the  
25 lawsuit -- read the initial complaint or -- I'm not sure.

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1 A. I -- I don't recall, but that's certainly  
2 possible.  
3 Q. So South Florida Lending gave \$5,000 to  
4 Tanya Drapp in cash. Correct?  
5 A. I believe so. Yes.  
6 Q. And one of the conditions for that was she was to  
7 execute a quitclaim deed. Correct?  
8 A. I'm sorry. Who was to execute a quitclaim?  
9 Q. Tania Drapp was to execute a quitclaim deed --  
10 A. Right.  
11 Q. -- freeing -- freeing the subject properties to  
12 South Florida Lending. Correct?  
13 A. Correct.  
14 Q. And you got that quitclaim deed at some point  
15 in time. Correct?  
16 A. Yes.  
17 Q. Okay. Why did you need -- why did South Florida  
18 Lending need Plaintiff's Exhibit C?  
19 A. Why did we need it? Because, again, this -- this  
20 quitclaim deed which Mr. McDaniel had signed was -- there was  
21 an issue regarding the signature line and so I had wanted to  
22 be able to try to fix it so it could be recorded in public  
23 record. So we -- I contacted the notary Mr. Otazo regarding  
24 this. And then subsequently had him -- asked him to -- to  
25 sign an affidavit with regard to the circumstances of

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1 the -- of the deed and then cause it to be recorded.  
2 Q. Did you originally have just a copy of the deed?  
3 A. Again, it's hard to say. I don't know -- I don't  
4 remember when -- actually, I don't -- I don't know -- I don't  
5 know if I ever got an original of this, now that I'm thinking  
6 think about it, because I think what I -- yeah, I don't think  
7 I ever actually got the original, now that I'm thinking about  
8 this. I've only ever had a copy of this.  
9 Q. But you testified that you tried to record the  
10 deed. Is that correct?  
11 A. No. I -- I don't think I recorded this. I  
12 recorded an affidavit with this behind it.  
13 Q. Who recorded the original deed?  
14 A. I don't think anyone recorded the original deed.  
15 Q. Tania's testimony was that she first gave you a  
16 copy of the deed --  
17 A. Okay.  
18 Q. -- and that you subsequently demanded or requested  
19 the original deed. Do you remember that?  
20 A. I -- I really don't remember that. No.  
21 Q. Do you ever recall going back to Tania and  
22 requesting the original deed?  
23 A. I -- I don't recall that, no.  
24 Q. Okay. Did you record the original deed?  
25 A. I -- no.

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1 the issue with the signatures and, you know, whatever the  
2 defect was there, and then recording that affidavit with the  
3 copy of the deed behind it.  
4 Q. Have you ever seen the original deed?  
5 A. I'm -- I'm not sure that I have. To be honest.  
6 It's -- it's --  
7 Q. Do you remember -- go ahead. Sorry.  
8 A. It's possible. Again, I can't recall for certain,  
9 but it's possible. I'm not sure. But I don't have  
10 possession of it. That's --  
11 Q. Was -- was it ever in your possession?  
12 A. I -- I -- again, I don't think --  
13 MR. STERN: Matt, you have asked and -- asked that  
14 question at least a half a dozen times, and he's answered it  
15 every time. I don't see the purpose of asking it another  
16 time.  
17 BY MR. WEIDNER:  
18 Q. Do you remember any issues regarding the original  
19 deed?  
20 A. Issues -- issues -- can you be more specific?  
21 MR. STERN: Objection to form.  
22 You can answer.  
23 THE WITNESS: Okay.  
24 BY MR. WEIDNER:  
25 Q. Do you ever remember anyone discussing the

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1 Q. Do you know who --  
2 A. I don't -- I don't think the original deed was  
3 ever recorded.  
4 Q. Where is the original deed?  
5 A. I -- I couldn't -- I don't know.  
6 Q. Did Ann Allison give you the original deed?  
7 A. No. I don't -- again, I'm not -- I don't think  
8 that I've ever had possession of the original deed.  
9 Q. Did Mr. Bartholomew have the original deed?  
10 COURT REPORTER: I'm sorry. Could you repeat  
11 that, sir?  
12 MR. WEIDNER: Yes.  
13 BY MR. WEIDNER:  
14 Q. Did Mr. Bartholomew have the original deed?  
15 A. No. No.  
16 Q. So Tania's testimony that you requested the  
17 original deed is false?  
18 A. I'm not saying it's false. I'm just saying I  
19 don't recall ever having the original deed in my possession  
20 and I don't recall requesting it. I'm not saying she's  
21 giving false testimony. I'm saying I don't recall that. But  
22 I -- from what I do recall, I don't think this Exhibit C, the  
23 original version of this, has ever been recorded in official  
24 records. I believe what happened was I -- I contacted the  
25 notary Jesse Otazo, had him execute an affidavit clarifying

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1 original deed?  
2 A. Anyone? You mean -- are you -- are you referring  
3 to Nichole or --  
4 Q. Anyone. Ann Allison? Joe Stern?  
5 A. I -- I'm sure at some point in our -- in our  
6 meeting together, I believe Nichole -- or maybe it was on the  
7 phone to Mr. Crescenzo. I couldn't -- I couldn't be certain.  
8 But I believe Ms. Drapp had explained that she went to record  
9 the original deed and the -- and the clerk would not record  
10 it because of the -- you know, the issue with the grantor  
11 signing on the -- on the notary line and, you know, they  
12 didn't -- I guess didn't feel comfortable recording it. So I  
13 think that was -- at some point Nichole -- Ms. Drapp  
14 explained that to -- to either myself, Mr. Crescenzo, both of  
15 us. I can't remember the specific circumstances of that,  
16 though.  
17 Q. And did she have the deed in her possession -- the  
18 deed in her position at that point in time?  
19 A. I believe so. I'm not -- I couldn't say for  
20 certain.  
21 Q. Did she give the deed to you?  
22 A. I don't -- I really don't recall it. I don't  
23 think so.  
24 Q. Did she give the deed to Mr. Crescenzo?  
25 A. I don't think so.

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1 Q. And neither you or Mr. Crescenzo recorded the  
2 original deed?  
3 A. Again, I -- to my knowledge --  
4 MR. STERN: Asked and answered, Matt.  
5 THE WITNESS: To my knowledge no one has actually  
6 ever recorded the original deed. I -- I don't think so.  
7 MR. WEIDNER: Certainly going to make things  
8 interesting for the appeal that's pending, but we'll get to  
9 that in a minute.  
10 BY MR. WEIDNER:  
11 Q. At some point in time you made contact with  
12 Mr. Otazo?  
13 A. Yes.  
14 Q. Okay. What were the circumstances surrounding  
15 that contact?  
16 A. I -- I believe I reached out to him on the phone  
17 and then had a subsequent back and forth email conversation,  
18 which I included in my -- my documents here, but I mean it  
19 was pretty simple. I explained to him what the -- you know,  
20 what the issue I think was with the -- with the deed having  
21 had the grantor Mr. McDaniel signing in the notary block.  
22 And so the nature of the conversation was just to try to get  
23 some clarity on that. And so he subsequently signed an  
24 affidavit, you know, explaining, yes, I witnessed  
25 Mr. McDaniel sign this document. I'm sure you have a copy

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1 there is -- this is me trying to recall. I mean, I'm not  
2 sure how you would verify that one way or another. I  
3 mean --  
4 Q. Well, I promise you I'll verify that, but  
5 it's -- that's probably the most important thing out of this  
6 deposition now. We don't have an original recorded deed  
7 transferring this property from Drapp to South Florida  
8 Lending. We've got an affidavit. We've got no original  
9 deed.  
10 A. Again, Mr. Weidner, I -- I can't say that with  
11 certainty. That was just --  
12 Q. Who else --  
13 MR. STERN: Well, Matt -- Nico -- Nico, hold it.  
14 There's been no question posed to you.  
15 THE WITNESS: Okay.  
16 BY MR. WEIDNER:  
17 Q. I'm going to ask you to turn your attention to  
18 Plaintiff's Exhibit D, please.  
19 COURT REPORTER: E you said or D?  
20 THE WITNESS: D.  
21 MR. WEIDNER: D, as in "David".  
22 THE WITNESS: D, as in "David". Sorry.  
23 BY MR. WEIDNER:  
24 Q. You recognize this document?  
25 A. Yes.

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1 of that -- of that affidavit.  
2 Q. I do. And you took that affidavit and had that  
3 recorded. Correct?  
4 A. Again, I don't know if I did specifically, but it  
5 was recorded, yes.  
6 Q. Did you direct someone to record it?  
7 A. It's possible. I could have possibly done it  
8 myself. I'm not sure.  
9 Q. Was this document Plaintiff's Exhibit C recorded  
10 in any fashion prior to your communication with Mr. Otazo?  
11 A. Not that I'm aware of.  
12 Q. Did you search public records prior to making  
13 contact with Mr. Otazo?  
14 A. With regard to what?  
15 Q. With regard to this deed specifically.  
16 A. I mean, I don't specifically remember that, but I  
17 believe I had knowledge that this was not in public record  
18 which is -- was the need for the affidavit to be signed.  
19 Q. Well, that -- I'm just -- I'll go ahead and think  
20 aloud here and speculate. That's very interesting. I'm  
21 looking at the affidavit signed by Mr. Otazo and now you've  
22 given me an important rabbit hole to go down that there's no  
23 original recorded deed.  
24 A. Again, Mr. Weidner, I don't -- I -- to my  
25 knowledge, I don't know that it's been recorded. Again,

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1 Q. Okay. What is this document?  
2 A. This is a Notice of Claim of Lien. But I -- so I  
3 caused this to be prepared, but after consulting  
4 attorneys, I -- this is -- this should have been withdrawn.  
5 It was a -- it was an oversight on my part, I think, because  
6 this was not appropriate under the circumstances after I  
7 consulted my counsel.  
8 Q. How -- did you prepare this document?  
9 A. I'm not sure that I personally prepared it, but I  
10 mean I obviously signed it. I --  
11 Q. And you said you went down to the courthouse  
12 several times to record documents. Is this one of the  
13 documents that you recorded?  
14 A. I -- I couldn't say. I don't -- at this  
15 point -- this is -- this is fairly recent. We've taken to  
16 E-recording more recently, so that's probably the likely  
17 scenario. Someone -- it was E-recorded.  
18 Q. Got it. And this is signed by Mr. Crescenzo. Do  
19 you see his signature there?  
20 A. I do.  
21 Q. And you see Mr. Godinez?  
22 A. I do.  
23 Q. Okay. Did they witness this document?  
24 A. I would -- I would think so, yes.  
25 Q. Is that your signature that appears next to it?

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1 A. Yep.  
2 Q. It's dated the 9th day of January 2020?  
3 A. Okay.  
4 Q. It's notarized by Mr. Godinez?  
5 A. Okay.  
6 Q. Did you sign that in front of Mr. Godinez?  
7 A. Yeah. Yeah, I guess so.  
8 Q. Did they witness your signature when you had  
9 signed it?  
10 A. Yeah. I guess. Yeah. Absolutely.  
11 Q. All right. Let's go up to the top of the page  
12 there. This is titled a Claim of Lien. Is that correct?  
13 A. That's what it says, yes.  
14 Q. Okay. And you're claiming a lien against  
15 Mr. McDaniel's property. Is that correct?  
16 A. According -- again, this document, it -- it will  
17 be withdrawn because given the circumstances, we filed -- I  
18 believe Mr. Stern here filed a counterclaim in the -- in the  
19 current case, so that -- this would be -- I will withdraw  
20 this or cause this to be withdrawn.  
21 Q. When did Mr. Stern become aware of this document?  
22 A. I'm not sure, but I think that would be  
23 attorney-client.  
24 Q. Sir, you're not in the position to assert that.  
25 When did Mr. Stern become aware of this document?

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1 my understanding -- I wasn't present at the hearing, but it  
2 was relayed to me that -- the interest rate of 18 percent  
3 was -- needed to be revised to be whatever the statutory rate  
4 is. That's at least my understanding.  
5 Q. Was Mr. Stern aware of this document at that point  
6 in time?  
7 A. I -- I don't know.  
8 Q. Okay. In this document you populated that first  
9 block there. Property taxes 2013 to 2015 and then you  
10 calculated an interest rate. Did you physically make that  
11 calculation?  
12 A. I'm not sure. I believe so.  
13 Q. How did you come up with 18 percent?  
14 A. It's my understanding that that's -- that that's  
15 an appropriate interest rate, but I -- I subsequently learned  
16 that that is not the case.  
17 Q. How did you learn that?  
18 A. From the Judge in this case.  
19 Q. Okay. Why did you decide to populate 18 percent  
20 interest rate on that figure?  
21 A. I'm not sure what you -- I think I just answered  
22 that. I thought that was the appropriate rate.  
23 Q. Okay. What was furnished by lienor? The next  
24 part of that sentence says 22,494.35 with interest of  
25 18 percent which was furnished by lienor. What was

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1 A. I don't know -- I don't know that he has been  
2 aware of it. I couldn't say.  
3 MR. WEIDNER: Okay. Mr. Stern, do you have this  
4 document in front of you?  
5 MR. STERN: Yes.  
6 MR. WEIDNER: Okay.  
7 BY MR. WEIDNER:  
8 Q. Mr. Tarantini, the document asserts that  
9 Edward McDaniel is indebted to Lienor for a total value of  
10 \$22,494.35. Am I reading that correct?  
11 A. You are.  
12 Q. And you --  
13 MR. STERN: The document speaks for -- the  
14 doc -- yes. That's what it says.  
15 BY MR. WEIDNER:  
16 Q. How did you come up with that number?  
17 A. It was a calculation based on, I guess, a  
18 combination of taxes which have been paid on Mr. McDaniel's  
19 property, maintenance, some other miscellaneous items you see  
20 in this -- in this chart with -- with interest, which the  
21 Court has subsequently ruled that the interest rate is not  
22 appropriate. So --  
23 Q. When did the Court rule?  
24 A. I -- I -- I believe it was -- there was a  
25 counterclaim that -- that Mr. Stern filed, and the Judge, to

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1 furnished?  
2 A. Well, it would be what you have seen in the -- in  
3 the subsequent counterclaim. Edward McDaniel, it's our  
4 position that he enjoyed quite a bit of -- of tax -- property  
5 taxes having been paid on his properties, along with some  
6 other maintenance and various miscellaneous items that are  
7 listed here and that will match up with the -- with the  
8 ledger provided by the property management company.  
9 Q. So did South Florida Lending provide 11,655.76 to  
10 Edward McDaniel?  
11 A. What -- can you be more specific? No. We  
12 certainly -- South Florida Lending did not hand him money.  
13 I've never had any interaction with Mr. McDaniel.  
14 Q. So if you've never had any interaction with  
15 Mr. McDaniel what's your basis for filing a lien against this  
16 property?  
17 A. I mean I feel like this is a -- a moot issue  
18 because I already said we're withdrawing the claim of lien.  
19 I --  
20 Q. Sir, you'll answer the question.  
21 A. What was the question again?  
22 Q. The question was if you've never had any  
23 interaction with Edward Reid McDaniel what's your basis for  
24 filing a lien against his property?  
25 A. Well, as laid out in Joe Stern's counterclaim it

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1 would be our position that -- again, I don't feel entirely  
2 comfortable giving a legal explanation as I'm not an  
3 attorney, but in layman's terms at the end of the other case  
4 that you had earlier referred to the Judge had granted  
5 Mr. McDaniel his properties saying that South Florida Lending  
6 did not own them anymore and therefore Mr. McDaniel had his  
7 property taxes paid for him, along with some other  
8 maintenance items over the years. And that is how we arrived  
9 at that conclusion.  
10 Q. But you just said you didn't have any relationship  
11 with Mr. McDaniel.  
12 A. Okay. What -- I'm not sure what you mean.  
13 Q. What I mean is you caused this lien to be recorded  
14 against Mr. McDaniel's property. Correct?  
15 A. Yes.  
16 Q. You've testified that you had no relationship with  
17 Mr. McDaniel. Correct?  
18 A. Yes.  
19 Q. You testified that you didn't in fact loan him any  
20 money. Correct?  
21 A. No.  
22 Q. What -- what do you mean no? You did not loan  
23 Mr. McDaniel money. Correct?  
24 A. I'm not aware that anyone loaned Mr. McDaniel  
25 money.

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1 THE WITNESS: Okay.  
2 BY MR. WEIDNER:  
3 Q. South Florida Lending never paid any taxes, did  
4 they, for Mr. McDaniel.  
5 A. For Mr. Mc -- can you rephrase the question? I --  
6 Q. Plaintiff's Exhibit D. The document you prepared.  
7 Correct?  
8 A. Yes.  
9 Q. The document you recorded. Correct?  
10 A. Yes.  
11 Q. Plaintiff's Exhibit D asserts lien for property  
12 taxes against Mr. McDaniel's property. Correct?  
13 A. Correct.  
14 Q. South Florida Lending never paid property taxes  
15 for Mr. McDaniel. Correct?  
16 A. It's -- I'm sorry. It's a bit of a confusing  
17 question for me because we -- South Florida Lending has paid  
18 property taxes on these properties over the years.  
19 Q. When?  
20 A. What's that?  
21 Q. When? The document before us says that South  
22 Florida Lending is due 11,655.76 for property taxes.  
23 A. So -- so I'm looking at the ledger on -- it says  
24 on -- on July 2, 2018, property taxes were paid in excess of  
25 \$1100.

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1 Q. Okay. So what is the basis for filing a lien  
2 against this property?  
3 A. I -- my basis was -- what I had just explained  
4 that he -- we took an assignment, South Florida Lending,  
5 from -- from Ms. Drapp with regard to taxes that she paid on  
6 the property which she thought she owned or was going to own  
7 and then, you know, subsequently, as per the final judgment,  
8 did not any longer own. So therefore the theory is that  
9 Mr. McDaniel had unjust enrichment.  
10 I mean, you laugh, but you asked me to explain a  
11 legal theory and I'm not an attorney. So, again, the Notice  
12 of Claim of Lien is a mistake, which will be -- which will be  
13 withdrawn, and, again, I'm not sure what else to say about  
14 that.  
15 Q. You agree this is false, don't you?  
16 A. I'm not sure how you mean false. I don't agree  
17 that there's not a claim of unjust enrichment. It was just  
18 the inappropriate instrument to -- to use. The correct  
19 manner was a counterclaim in -- in this lawsuit.  
20 Q. Did --  
21 THE WITNESS: I'm sorry. Is there any way we can  
22 take a short bathroom break?  
23 MR. WEIDNER: No. I've got questions pending.  
24 We're not taking a break. I'll finish the questions and then  
25 you can take a break.

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1 Q. Excuse me. How much?  
2 A. I said in excess of \$1100.  
3 Q. I don't care about 2018. I'm looking at the  
4 document in front of me, Plaintiff's Exhibit D.  
5 A. You just asked if we paid property taxes. I'm  
6 answering your question. Okay? But if you're looking -- if  
7 there's something specific you're looking for you can ask me  
8 that.  
9 Q. I want you to focus on Plaintiff's Exhibit D.  
10 Plaintiff's Exhibit D claims that South Florida Lending is  
11 entitled to 11,655.76 for payment of property taxes. This  
12 has never been part of the cases. It's always been the  
13 position that Tania Drapp paid those.  
14 A. I understand, but there's -- for -- from my  
15 understanding of the legal concept that interest traveled  
16 with the quitclaims and assignments.  
17 Q. So you agree South Florida Lending did not pay  
18 those taxes.  
19 A. No. I agree. At least not -- well, some of the  
20 taxes included in this, but not -- not all of them.  
21 Q. Okay. So 2018. Are you claiming that South  
22 Florida Lending went down to the property appraiser and paid  
23 the 2018 taxes?  
24 A. No. No. I'm claiming the property management  
25 company paid -- paid the taxes on --

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1 Q. Is that Demeter Holdings?  
2 A. Demeter Properties. That's correct.  
3 Q. Okay. Tell me what -- the line underneath there  
4 management fees.  
5 A. Yeah.  
6 Q. You claim Edward McDaniel owes South Florida  
7 Lending for management fees?  
8 A. Yeah. Not South Florida Lending, but -- well,  
9 yes. South Florida Lending paid management fees to Demeter  
10 Properties which --  
11 Q. You have no basis for claiming that Edward Reid  
12 McDaniel owes any money for management fees.  
13 A. Is that a question?  
14 Q. That's a question. Do you have any basis for  
15 claiming Edward McDaniel owes any money for management fees?  
16 A. Yes. I would refer you to the counterclaim filed  
17 by Mr. Stern there on the phone.  
18 Q. He signed no contract obliging him to pay any  
19 management fees. Are you aware of that?  
20 A. No. No, but this is not based on a contract.  
21 It's based on unjust enrichment. Someone, you know, enjoyed  
22 certain maintenance and, you know, property taxes being paid.  
23 Q. You collected rent, didn't you?  
24 A. Not me personally, no.  
25 Q. You caused it to be collected, didn't you.

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1 Q. We'll get back to that in a second. Let's focus  
2 on this lien. I want the transcript clear about this  
3 particular point.  
4 Put your focus on Exhibit D in the center of the  
5 page.  
6 A. Mm-hmm.  
7 Q. South Florida Lending and Nicolo Tarantini claims  
8 that Edward Reid McDaniel owes \$15,928.47 for property taxes.  
9 Correct?  
10 A. Yes.  
11 Q. How did you come up with that interest  
12 calculation?  
13 A. I don't understand. The calculation?  
14 Q. Well, it's clear that Tarantini -- neither  
15 Tarantini nor South Florida Lending paid these taxes of  
16 11,655. Correct?  
17 A. A portion of them, yes, but not all of them.  
18 Q. What's the portion?  
19 A. I was just trying to tell you and you said don't  
20 worry about it because you're interested in this, but --  
21 Q. Well --  
22 A. -- there was a -- I said --  
23 Q. The claim that you paid 2018, but that does not  
24 include this period 2013 to 2015. So --  
25 A. There's -- it -- it -- there's -- the 11,600 and

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1 A. The property management company did.  
2 Q. On your behalf. Correct?  
3 A. Yes.  
4 Q. And did they cut checks to you personally?  
5 A. No. Never.  
6 Q. They cut checks to South Florida Lending?  
7 A. No.  
8 Q. Who did they cut checks to?  
9 A. Nobody.  
10 Q. Nobody?  
11 A. No.  
12 Q. Okay. We got a ledger we're going to get to in a  
13 second --  
14 A. Yep.  
15 Q. -- but there's a period in time when  
16 Demeter Management is collecting rent. Correct?  
17 A. Yes.  
18 Q. What did they do with that money?  
19 A. The money sits in a -- some sort of -- I don't  
20 know how they operate exactly, but I -- it sits in some sort  
21 of escrow account, I'm assuming.  
22 Q. You've never gotten a dime?  
23 A. No.  
24 Q. Who's gotten that money?  
25 A. I -- I'm not sure what -- what you mean.

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1 some-odd dollars is 2013 to '15, but included in this if you  
2 see property taxes 2018 --  
3 Q. I'm not there yet. I'm not there yet. I'm up at  
4 the top.  
5 A. Okay.  
6 Q. And in the top portion you claim 11,655.76 of  
7 property taxes. South Florida didn't pay that. Correct?  
8 A. No.  
9 Q. And you calculated 18 percent interest owed to  
10 South Florida Lending. Correct?  
11 A. Correct. I think -- my calculation is based on  
12 that's what the county charges, I believe, so --  
13 Q. But you have no -- you have no statutory or  
14 contractual ability to collect that interest. Correct?  
15 A. I -- again, I'm not an attorney so I wouldn't feel  
16 comfortable answering that.  
17 Q. But you prepared the document. Correct?  
18 A. What's that?  
19 Q. You prepared this document.  
20 A. Certainly in part, I would imagine.  
21 Q. And you recorded the document.  
22 A. I caused it to be recorded in some capacity.  
23 Q. Okay. So you claim that 15,928.47 is what you or  
24 South Florida Lending is owed in taxes and interest.  
25 Correct? For the period 2013 to 2015.

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1 A. Yes.  
 2 Q. Okay. And you claim that Edward Reid McDaniel  
 3 owes you and South Florida Lending --  
 4 A. Well --  
 5 Q. -- 1,135 in management fees. Correct?  
 6 A. Again, you're using present tense and I've already  
 7 explained that I -- Judge Jagger in this case made it clear  
 8 that that was not an appropriate interest rate. And so,  
 9 again, I'm not standing by the veracity of this document.  
 10 Q. You're not standing by the veracity of this  
 11 document?  
 12 A. I think I just said multiple times this will  
 13 be -- this claim of lien will be withdrawn.  
 14 Q. Okay. Management fees. You have no basis to  
 15 claim that Edward McDaniel owes that fee?  
 16 A. I -- I can't be certain one way or another.  
 17 Obviously this is being hashed out in -- in the Court.  
 18 Q. Okay. But you -- you're the one that recorded the  
 19 lien claiming he owed you management fees at that point in  
 20 time.  
 21 A. Okay.  
 22 Q. That's false. Correct?  
 23 A. I don't -- I don't know what you mean it's false.  
 24 South Florida Lending paid management fees and the property  
 25 was being managed and kept in code compliance and maintained,

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1 THE WITNESS: Joe, correct me if I'm wrong, but  
 2 wasn't this stuff provided in the production? No?  
 3 MR. WEIDNER: Joe, you there?  
 4 THE WITNESS: Is he gone again? Oh, great. We  
 5 lost him.  
 6 BY MR. WEIDNER:  
 7 Q. All right. \$42.82. What's repair and materials?  
 8 A. I think my attorney's no longer on the phone.  
 9 THE WITNESS: Joe, are you there?  
 10 (Brief recess in the deposition).  
 11 MR. WEIDNER: We're back on the record now after a  
 12 quick break. You indicated you heard everything while we  
 13 were on a break?  
 14 MR. STERN: No. No. About a minute after you  
 15 went on the break I hung up and tried to call back.  
 16 MR. WEIDNER: Okay.  
 17 MR. STERN: And I have actually been on hold for  
 18 that whole time and I called back again and finally got  
 19 through to you now.  
 20 MR. WEIDNER: Okay. Just wanted to make sure you  
 21 were there.  
 22 MR. STERN: All right.  
 23 BY MR. WEIDNER:  
 24 Q. Mr. Tarantini, we left off with Plaintiff's  
 25 Exhibit D.

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1 and it wasn't -- it was being paid for by someone other than  
 2 Mr. McDaniel.  
 3 Q. And you were collecting the rent, weren't you.  
 4 A. I -- the management company was collecting it on  
 5 South Florida Lending's behalf. Correct.  
 6 Q. Where did you come up with that number water and  
 7 sewer?  
 8 A. You'd have to refer to the ledger. It's just an  
 9 add-up of the -- of the items on there.  
 10 Q. So you got that number 2,169.83 from the  
 11 management company?  
 12 A. I'm sorry? The --  
 13 Q. I'm sorry. 2,169.83. You got that number, water  
 14 and sewer --  
 15 A. Yeah, it was an add-up of the items on the -- on  
 16 the owner's statement that management --  
 17 Q. That was provided to you from Demeter Properties.  
 18 Correct?  
 19 A. The add-up was not provided. I -- I did -- I did  
 20 the add-up, I would assume. So -- but it's just -- they're  
 21 just individual utility transactions on here. I -- you'll --  
 22 I don't know if you have a copy of this but --  
 23 Q. I don't. I can't wait to get it. You can ask  
 24 him. Maybe Mr. Stern will get that to me today.  
 25 A. I think it was provided in the --

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1 A. Yes.  
 2 Q. Repairs and materials, \$42.80. What is that for?  
 3 A. I -- I don't know specifically, but there was, I  
 4 have to assume, some repairs that were done to keep the  
 5 property up to code. I know that there were -- the  
 6 property -- this property was in pretty rough shape, so I  
 7 think there were just some repairs done to it.  
 8 Q. Did you write a check for \$42.80?  
 9 A. No.  
 10 Q. Did you write a check for any of the money that's  
 11 reflected on this lien?  
 12 A. No.  
 13 Q. Did South Florida Lending write a check for any of  
 14 the money that's reflected on this lien?  
 15 A. No.  
 16 Q. So where did the money come from?  
 17 A. The management company.  
 18 Q. Okay. Property taxes 2018. How -- were those  
 19 paid?  
 20 A. Yes.  
 21 Q. Who paid them?  
 22 A. The -- the property management company.  
 23 Q. How do you know that?  
 24 A. Because it's in their ledger.  
 25 Q. Okay. Did you reimburse Demeter Properties for

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1 that money?  
2 A. No. No. I don't -- I don't -- I don't believe  
3 so. It's -- it's -- I -- I believe what happened is there's  
4 a balance that they hold based on, you know, the rental money  
5 coming in and so they're able to hold it -- you know, hold  
6 basically an escrow fund and -- and pay as needed.  
7 Q. And yet your lien indicates you're trying to get  
8 this money from McDaniel.  
9 A. Okay.  
10 Q. Labor miscellaneous, \$1,713.89. What does that  
11 mean?  
12 A. I would assume it means miscellaneous labor. So  
13 not including materials. Actually monies paid to some sort  
14 of repair person.  
15 Q. But you claim that Edward McDaniel owes you that  
16 money.  
17 A. Is that a question?  
18 Q. Do you claim that Edward McDaniel owes you that  
19 money?  
20 A. I am claiming in our lawsuit that, yes, that is  
21 something that should be reimbursed.  
22 Q. But you didn't pay that money.  
23 A. Well, it was paid on -- on South Florida Lending's  
24 behalf by the management company. I -- I don't --  
25 Q. Other expenses, \$10. What is that?

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1 A. Again, I don't know if I specifically recorded it,  
2 but I caused it to be recorded.  
3 Q. You think it was E-recording?  
4 A. I believe so, yes.  
5 Q. Okay. Maybe from your office in Tampa?  
6 A. Likely so, yeah.  
7 Q. Okay. So let's talk about now the flow of funds.  
8 At some point in time you began -- you South Florida  
9 Lending -- began collecting rent for this property. Right?  
10 A. Again, a property management company collected  
11 rent. I -- I -- I never had a part in that.  
12 Q. Did you make contact with the tenants?  
13 A. I don't believe I personally ever had contact with  
14 the tenant.  
15 Q. Who did?  
16 A. I believe Mr. Crescenzo was the one who had  
17 contact --  
18 Q. Okay.  
19 A. -- initially and then subsequent I'm sure the  
20 property management company had contact.  
21 Q. Okay.  
22 A. Yeah.  
23 Q. And at some point in time a lease was prepared  
24 with the tenants that are onsite?  
25 A. Yes.

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1 A. I am not sure what that is.  
2 Q. Okay. Materials, 346.30. What is that?  
3 A. I -- I would assume that it's including some sort  
4 of -- I think at one point there was a broken window. Maybe  
5 some drywall repairs. I'm not -- it's obviously related to  
6 materials as opposed to labor. I don't know specifically  
7 what they are.  
8 Q. Okay. So if I'm understanding what happens here,  
9 you get this printout from Demeter Properties that has  
10 expenses on there and then you put all those into this lien.  
11 Correct?  
12 A. Yes.  
13 Q. And then you've added that other figure up at the  
14 top \$15,000 that doesn't come from Demeter Properties. That  
15 comes from you. Correct?  
16 A. Yes.  
17 Q. And you total those things -- two things together  
18 and you prepare this document. Correct?  
19 A. I -- I certainly had a part in preparing it.  
20 Yeah.  
21 Q. You said you prepared it. You said you totaled  
22 those up.  
23 A. Right. I'm -- again, I don't remember  
24 specifically. Yes, I totaled them up. I must have.  
25 Q. And then you said you recorded it?

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1 Q. Okay. Did you ever see that lease?  
2 A. I -- only just for the purpose of production, but  
3 previously I hadn't -- I don't know if I'd actually  
4 seen -- well, I guess I must have seen the lease,  
5 but -- yeah.  
6 Q. Who had that lease prepared?  
7 A. Demeter Properties. They're also a brokerage as  
8 well as a management company.  
9 Q. Okay. And did they prepare the lease at your  
10 direction?  
11 A. I'm not sure it was at my direction, per say, but  
12 I was intending to have them collect rent from this  
13 individual. Thus, you know, there needed to be a lease  
14 prepared. So I don't know if I specifically asked them to do  
15 that, but that's just a necessary part of a tenancy.  
16 Q. But you were aware that Edward McDaniel claimed he  
17 still owned the properties. Right?  
18 A. Well, that was obviously a matter of dispute, but  
19 our -- my position was that I had the -- South Florida  
20 Lending had the prevailing interest.  
21 Q. But you were aware of the case. Correct?  
22 A. Correct.  
23 Q. Okay. And at some point in time you decided to  
24 start collecting rent for these -- this property. Correct?  
25 A. Correct.

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1 Q. Okay. And at some point in time you caused the  
2 tenants to be communicated with. Correct?  
3 A. Correct.  
4 Q. How much did they pay?  
5 A. I'd have to -- it was 850 per month.  
6 Q. Okay.  
7 A. I believe.  
8 Q. And who did they write checks to?  
9 A. Or maybe 950. Demeter Properties.  
10 Q. Okay. And how many checks did Demeter Properties  
11 receive?  
12 A. I'm not sure. I'd have to count them. They're in  
13 the ledger, though.  
14 Q. Who is your contact at Demeter Properties?  
15 A. There's not one specific person.  
16 Q. Is there a person that I would request a  
17 deposition of or who would know the most about your accounts?  
18 A. It's kind of hard to say. I'm not -- I'm  
19 not -- I'd have to get back to you on that. I'm not sure  
20 who's familiar with -- with this because this is a -- I  
21 believe it's a program called Rent Manager. I'm not sure who  
22 over there is familiar with it. I'd have to ask.  
23 Q. Would Mr. Crescenzo know?  
24 A. Would he know -- would he know what?  
25 Q. Who the contact is over there.

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1 Q. Was -- was Mr. Crescenzo contacting tenants at  
2 this property?  
3 A. I believe there's only one that was contacted by  
4 Mr. Crescenzo.  
5 Q. Okay. So that's a yes.  
6 A. Yes.  
7 Q. Okay. And Mr. Crescenzo is the one that delivered  
8 the lease to be signed?  
9 A. No. I don't think so.  
10 Q. Who do you think had the leases signed?  
11 A. Demeter Properties I'm sure. Someone there would  
12 have had it signed. I imagine the tenant would have had to  
13 come into their office and sign it.  
14 Q. Okay. When you -- when Demeter Properties  
15 collected the rent what happened to that check?  
16 A. Which check? The rent check? I don't --  
17 Q. The rent check.  
18 A. I don't even know that it was paid in -- with a  
19 check. I'm not sure. I mean money -- the money is paid to  
20 Demeter Properties in whatever form it comes. I believe they  
21 accept cash as well. I'm not -- I'm not sure.  
22 Q. Okay. But at your direction Demeter Properties  
23 collected rent. Correct?  
24 A. Yep. Yes.  
25 Q. What happened to that money?

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1 A. I don't think he would know any better than I  
2 would. You would have to inquire.  
3 Q. Okay. Mr. Crescenzo sounds like he's been  
4 involved in this transaction from the beginning. Is that  
5 correct?  
6 A. I -- I don't know what you mean involved.  
7 Q. You testified -- you testified previously that  
8 Mr. Crescenzo was the one that made contact with McDaniel and  
9 Drapp. Right? Or -- excuse me -- with Drapp and Streiff.  
10 Right?  
11 A. Sure. Yeah.  
12 Q. Okay. And he was the one who was communicating  
13 about the documents. Correct?  
14 A. Yeah.  
15 Q. Okay. It sounds like his contact didn't stop  
16 there. It sounds like he was in contact with tenants and  
17 with Demeter Properties. Correct?  
18 A. Sure. Yeah. I mean, again, he -- he uses the  
19 same property management company. I mean we have joint  
20 properties together that are managed by this company. Yeah.  
21 Q. But you testified that he doesn't have anything to  
22 do with this property.  
23 A. Well, you keep -- that's different than saying was  
24 involved in transactions. Those are -- I'm not sure if that  
25 means the same thing or not.

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1 A. I'm not sure what happened -- I mean, some of it  
2 was used in the fees that are listed in this lien in the  
3 counterclaim. Some of it -- you know, the money may -- there  
4 may still be a balance that they're holding in this. I'm  
5 not -- I'm not entirely certain. But there was never any  
6 money paid to South Florida Lending or me personally by the  
7 management company with regard to this property.  
8 Q. You've never gotten any money?  
9 A. From -- from this property?  
10 Q. Yes.  
11 A. No.  
12 Q. Well, why are you maintaining this lawsuit? Or  
13 why are you maintaining an appeal on it?  
14 A. What -- what do you mean? Because --  
15 Q. If you've never gotten any money why do you  
16 continue to pursue this case?  
17 A. Because I would imagine that in the future it  
18 would be profitable. I mean I'm not sure -- I'm not sure I  
19 understand the nature of the question.  
20 Q. How much rent did Demeter Properties collect on  
21 your behalf?  
22 A. I -- I don't know the exact figure, but it's  
23 again -- again, it's in -- it's in this ledger.  
24 (Court reporter asked if counsel would like the  
25 document scanned and emailed).

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1 (Off the record 12:36 p.m. to 12:39 p.m.).  
2 BY MR. WEIDNER:  
3 Q. Looking through your documents here, the statement  
4 that comes from Demeter Properties did you get this once a  
5 month?  
6 A. It's -- we only get it upon request.  
7 Q. And if you're looking at the document there this  
8 indicates you collected \$14,052.38 or Demeter Properties  
9 collected on your behalf?  
10 COURT REPORTER: I'm sorry. What was that figure  
11 again, sir?  
12 MR. WEIDNER: \$14,052.38.  
13 COURT REPORTER: Thank you.  
14 THE WITNESS: I take your word for it if that's  
15 what it says.  
16 BY MR. WEIDNER:  
17 Q. Are you looking at the document? Page --  
18 A. Yes.  
19 Q. It would be on the second page of Owner Statement.  
20 A. Oh. Right. Okay. Well, yes -- okay. Yeah.  
21 Q. Okay. Now, below that are the expenses coming  
22 out.  
23 A. Yeah.  
24 Q. Do you see that there?  
25 A. Yes, sir.

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1 A. Did I see them?  
2 Q. Yes, sir.  
3 A. I'm sure I did. Yeah.  
4 Q. Okay. Did you produce those invoices?  
5 A. Did I produce? No.  
6 Q. Okay. You're under a continuing obligation to  
7 produce the documents and I'll ask for them here.  
8 A. Okay. But I --  
9 MR. STERN: Objection.  
10 THE WITNESS: Attorney --  
11 MR. STERN: Those are commun -- they may be  
12 invoices, but they're still attorney-client communications.  
13 MR. WEIDNER: Okay.  
14 MR. STERN: So they're privileged.  
15 MR. WEIDNER: We'll have the Judge discuss that.  
16 BY MR. WEIDNER:  
17 Q. What was Jessica Yero doing for you relative to  
18 these -- this property?  
19 A. I'm -- I don't know -- I can't tell you  
20 specifically. I know she -- I mean you --  
21 Q. Oh, this gets even better. So you're paying  
22 Mr. Stern's tolls with my client's money.  
23 MR. STERN: Hey. Now hold it. Hold it one  
24 second, Matt. Make another comment like that the deposition  
25 will be over and you can go ahead and complain to the Judge

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1 Q. What are you paying Jessica Yero for related to  
2 this property? Or what were you as of March 14, 2018?  
3 A. She -- she's an attorney that -- that works for  
4 me. I'm not sure what the question -- what do you mean?  
5 Q. You've handed me a statement here which shows you  
6 paying expenses using my client's property to Jessica Yero.  
7 Why are you paying those expenses?  
8 A. Why am I paying my attorney? I don't understand.  
9 Q. With -- with the rental money from my client's  
10 property.  
11 A. Because I'm sure it had something to do with her  
12 billing with -- associated with this property somehow or  
13 maybe with the -- I know there was another ancillary case or  
14 a couple of them at some point.  
15 Q. Okay. So we'll refer to this as Plaintiff's --  
16 MR. WEIDNER: Did you mark them previously, madam  
17 court reporter?  
18 COURT REPORTER: I had not actually marked them,  
19 but I know it's G.  
20 MR. WEIDNER: Yeah. We'll do this as Composite G.  
21 BY MR. WEIDNER:  
22 Q. Did Jessica Yero produce invoices that are  
23 reflected here?  
24 A. I would imagine so. Yeah.  
25 Q. Did you see those invoices?

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1 about it. But you have tried to intimidate my client. You  
2 have tried to embarrass him by asking him about whether he  
3 understood the English language. And now you've making a  
4 snide comment about the attorney's fees. Cut it out.  
5 MR. WEIDNER: Let's certify this part of the  
6 transcript.  
7 BY MR. WEIDNER:  
8 Q. Mr. Tarantini, I'd urge you to draw your attention  
9 to page 3 with the date beginning 3/1/2019. Do you see that  
10 right in the middle of the page?  
11 A. I'm sorry. The 3 --  
12 Q. 3/1/2019?  
13 A. On the third page? Yeah.  
14 Q. Yeah. You see that?  
15 A. Yeah.  
16 Q. Let's begin with actually line 1/16/19. You see  
17 that there?  
18 A. Yeah.  
19 Q. Reference number 4582?  
20 A. Yeah.  
21 Q. Do you want to read across that line for me?  
22 A. Legal fees Joseph Stern, McDaniel case.  
23 Q. \$525?  
24 A. Oh. That's -- that's a different line, but, yes,  
25 that's on February 1st of 2019.

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1 Q. Got it. That first one is a thousand dollars.  
2 Right?  
3 A. Correct.  
4 Q. Okay. Does this ledger indicate that you're using  
5 rent money to pay fees to Mr. Stern?  
6 A. I mean, I'm not -- not sure how to -- how to  
7 describe it. It's money that's being paid to the attorney.  
8 I mean, I'm not -- I'm not sure exactly what you're asking.  
9 Q. Well, let me make sure I understand what this  
10 document is. This is an Owner's Statement that reflects  
11 rents collected. Correct?  
12 A. Yes.  
13 Q. And the rent is being collected from  
14 777 12th Avenue North. Correct?  
15 A. Yeah. And I believe -- I mean your  
16 characterization of me using your client's rental money to  
17 pay my attorney, I mean, during the time we were collecting  
18 this money we were operating under the assumption that South  
19 Florida Lending was the owner of the property.  
20 Q. But at some point in time there's an order entered  
21 when in fact South Florida Lending is not the owner of the  
22 property.  
23 A. Correct.  
24 Q. Right?  
25 A. At which time we ceased collecting rent.

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1 whatever. And it was the night before the trial. Does that  
2 answer your question?  
3 MR. WEIDNER: I'm -- I've got more, but that gets  
4 us started.  
5 BY MR. WEIDNER:  
6 Q. Mr. Tarantini, did you authorize  
7 Demeter Properties to cut checks directly to Mr. Stern?  
8 A. I did, yeah.  
9 Q. Did they in fact cut these checks as indicated on  
10 the invoice?  
11 A. I would assume so because I haven't gotten a  
12 delinquency notice.  
13 Q. Okay. Wow.  
14 A. What's -- what -- wow what?  
15 Q. Well, the wow was August 5, 2019, at the bottom of  
16 the page, a series of entries from Mr. Stern to McDaniel.  
17 Did you authorize Demeter Properties to cut checks in those  
18 amounts?  
19 A. If it says so in the ledger, then yes.  
20 Q. Okay. This ledger indicates a negative balance.  
21 Does that indicate there's a negative balance on this  
22 property?  
23 A. No. It's actually not a negative balance. It's a  
24 positive balance of 6,000. I know it's a bit confusing to  
25 read. If you go -- if you look at the last page of the -- if

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1 Q. You see the line on 3/1/2019 reference number  
2 4684. Are you paying Mr. Stern's toll money?  
3 A. If it's included in his bill, then it gets paid.  
4 Yeah.  
5 Q. The line underneath that, \$35. You're paying his  
6 gas?  
7 A. If that is what's included in his bill. Is that  
8 not -- is that not typical to include travel fees?  
9 Q. I'm just asking the question about the document  
10 you presented.  
11 A. Well, no. You laughed so I didn't know if that's  
12 unusual.  
13 Q. It indicates on 3/1/19 a hotel room in the amount  
14 of \$360.50. What was that for?  
15 A. I would assume it was his lodging for -- during  
16 that -- during the trial.  
17 THE WITNESS: I mean, Joe, I know this  
18 isn't -- you're not the subject of the deposition, but you  
19 would -- you would probably know better than I.  
20 MR. WEIDNER: You're the -- you're the one that  
21 presented the document.  
22 MR. STERN: Matt, I'll answer that question on his  
23 behalf, as ridiculous as it is. That was the rate for the  
24 only hotel room available in St. Petersburg that night. It  
25 was at the Hilton Airport Hotel or Hilton Airport Inn or

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1 you look at the last page it's -- the balance is there. It's  
2 \$6,030. I mean that was as of whenever this was produced  
3 which is October 29, 2019.  
4 Q. So after you used the rent money to pay your  
5 lawyer fees and other expenses is there a negative balance or  
6 a positive balance?  
7 MR. STERN: Objection to form.  
8 You can ask -- answer the question.  
9 THE WITNESS: Sorry. I'm sorry. Can you repeat  
10 the question?  
11 BY MR. WEIDNER:  
12 Q. You have produced the document which is entitled  
13 Owner's Statement.  
14 A. Yes.  
15 Q. That document indicates rent received in the  
16 amount of \$14,052.38. I suppose that's the income. Correct?  
17 A. Yes.  
18 Q. You directed Demeter Properties to pay expenses on  
19 your behalf out of this account. Correct?  
20 A. Yes.  
21 Q. Including your legal fees. Correct?  
22 A. Yes.  
23 Q. Including Mr. Stern's hotel fees and tolls.  
24 Correct?  
25 A. Yes.

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1 Q. And Mr. Stern's gasoline.  
2 A. If it's included in his bill, that's what we pay.  
3 Yeah.  
4 Q. When you total those up -- I'm at page 3 -- the  
5 total of expenses is 20,675.63. Is that correct?  
6 A. Yeah.  
7 Q. Okay. So that indicates a negative balance.  
8 A. Yeah. But if you look at -- and this is kind of  
9 where it gets a little bit confusing -- on page -- on  
10 the -- on the last page you'll see there's a line on 5/3/2019  
11 that says owner contribution.  
12 Q. Yep.  
13 A. And there was a sale of a -- of a property from  
14 which I -- I took a portion and deposited it into this  
15 account for that reason because it was probably -- had a  
16 negative balance.  
17 Q. So you sold another property and kicked that money  
18 into here to bring it into a positive balance?  
19 A. Yeah. That's -- looks like what probably happened  
20 there, yeah.  
21 Q. And it looks like there's another owner  
22 contribution on July 26, 2019?  
23 A. Yeah. Sure.  
24 Q. Okay. So is there currently no money owed on this  
25 property?

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1 BY MR. WEIDNER:  
2 Q. I was interrupted, so I don't really remember, to  
3 be frank with you.  
4 A. I think it was something to the effect of I never  
5 paid back the money that I collected for rent, and I said  
6 there was never an order instructing me to do so.  
7 Q. You are -- you are aware of Judge Allan's order  
8 that voided any interest you had in this property. Correct?  
9 A. I mean, I'm not entirely sure of the -- how I'm  
10 supposed to construe that legally. The matter is on appeal,  
11 obviously.  
12 Q. But you're aware that Judge Allan entered an order  
13 indicating that any interest South Florida claimed was void.  
14 Correct?  
15 A. I'd have to defer to the attorney. I'm not -- I'm  
16 not sure what it says. If that's the correct legal  
17 description of -- of the order.  
18 Q. Did you authorize your attorney to file an appeal  
19 of that case?  
20 A. Did I authorize Joe Stern to file an appeal?  
21 Q. Yes.  
22 A. Yes.  
23 Q. Did you pay the money out of this account for that  
24 appeal?  
25 A. Likely so. But, again, I mean, there's money that

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1 A. How do you mean? To the management company?  
2 Q. Yes.  
3 A. No. I don't believe so.  
4 Q. Except that you've paid your lawyers with the  
5 money from this property. Correct?  
6 A. Right. But that's -- I --  
7 Q. Okay. You're aware of an order from Judge Allan  
8 voiding those deeds and indicating that you have no title  
9 interest in the property?  
10 A. Correct. Which is why we stopped collecting rent.  
11 Q. Okay. But you haven't given the money back.  
12 A. There wasn't an order saying to give money back.  
13 Q. Oh, there's going to be, I promise you.  
14 A. Well, that's -- listen. If there is, that's  
15 absolutely fine, but --  
16 MR. STERN: Matt. Matt, one more time you do  
17 something like that and you're -- this is your last warning.  
18 You -- you laughed. You said -- you commented wow and now  
19 you're threatening him with a proposed order again.  
20 MR. WEIDNER: I said --  
21 MR. STERN: One more time. Stop it.  
22 MR. WEIDNER: I said I'm going --  
23 MR. STERN: Conduct yourself properly.  
24 THE WITNESS: All right. So what was the  
25 question?

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1 was contributed from -- from outside, so it's -- yes. But  
2 yes. The answer to your question is yeah.  
3 Q. Okay. Switch gears. We're going to get back to  
4 this in a second.  
5 But what did you know about Reid McDaniel's  
6 condition at any point in time throughout this case?  
7 A. I'm sorry. Say --  
8 Q. You became aware of the facts as alleged in the  
9 Circuit Court case. Correct? McDaniel versus Drapp. You  
10 said you looked at the docket. You read some pleadings. You  
11 knew a trial was happening.  
12 A. Right, but that's -- that doesn't mean I'm abreast  
13 of every fact that was alleged. You know, I have -- I think  
14 I have a decent grasp of the facts.  
15 Q. And you talked to Mr. Otazo. Correct?  
16 A. I did speak to him, yes. I believe.  
17 Q. Okay. And who drafted the document that was  
18 signed by Mr. Otazo?  
19 A. I'm not sure who -- who drafted it. That  
20 was -- I'm almost certain that was drafted by an  
21 attorney, though, because I don't --  
22 Q. What attorney?  
23 A. I'm not sure who -- who drafted it.  
24 Q. Was it Jessica Yero?  
25 A. It's certainly possible.

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1 Q. Okay. Would there have been any other attorney  
2 that you would have used?  
3 A. There -- there may have been. I believe at  
4 that -- the time there was another attorney who was handling  
5 some stuff for us. I can't remember her name. But  
6 there -- it's possible it's Jessica, but I couldn't say for  
7 sure.  
8 Q. Okay. Do you remember discussing Reid's physical  
9 condition with Mr. Otazo?  
10 A. No. Other than what was in the affidavit which  
11 said he was -- appeared to be -- I can read it. I mean  
12 something to the effect he appeared to be coherent and lucid.  
13 Something to that effect. He never said he was sickly  
14 or -- or in any kind of vulnerable condition.  
15 Q. Did you read the court case in which that  
16 allegation is made?  
17 A. Which allegation?  
18 Q. That he suffered from Stage 4 cancer?  
19 A. From -- I'm sorry. From what cancer?  
20 Q. That he suffered from Stage 4 cancer.  
21 A. Which kind of cancer was it?  
22 Q. Stage 4 cancer.  
23 A. That's not -- I hadn't heard the Stage 4. I don't  
24 know what kind of cancer.  
25 Q. Are you aware of the allegation regarding him

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1 being sick?  
2 A. Yeah. I'm -- I have some cursory aware -- it's --  
3 from what I understood, he was not actually sick. At least  
4 what was referred to me. So --  
5 MR. WEIDNER: Okay. I'm going to continue the  
6 deposition at this point in time. I'm going to ask you to  
7 produce the additional documents that have been requested.  
8 THE WITNESS: Are you -- can you send Mr. Stern a  
9 list of those -- those items?  
10 MR. WEIDNER: Oh, believe me, I will. This is  
11 going to be subject to a lot of additional discussion between  
12 Mr. Stern and I.  
13 Madam court reporter, I am going to take the  
14 transcript as it is, and we'll continue the deposition to a  
15 time to be coordinated later with Mr. Stern and with the  
16 Court.  
17 Thank you for your time.  
18 (Deposition adjourned at 12:59 p.m. Witness told  
19 court reporter he would not request a copy at this time).  
20  
21  
22  
23  
24  
25

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1 CERTIFICATE OF OATH

2 STATE OF FLORIDA  
3 COUNTY OF HILLSBOROUGH  
4  
5 I, the undersigned authority, certify that  
6 Nicolo Tarantini personally appeared before me on  
7 March 10, 2020, and was duly sworn.  
8  
9  
10 WITNESS my hand and official seal this 24th day of  
11 March, 2020.  
12  
13  
14  
15  
16 \_\_\_\_\_  
17 Rishelle M. Meier  
18 Notary Public - State of Florida  
19 My Commission Expires: 12/23/2023  
20 Commission No. GG 928511  
21  
22  
23  
24  
25

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1 REPORTER'S CERTIFICATE

2 STATE OF FLORIDA  
3 COUNTY OF HILLSBOROUGH  
4  
5 I, RISHELLE M. MEIER, Registered Merit Reporter,  
6 certify that I was authorized to and did stenographically  
7 report the deposition of Nicolo Tarantini; that a review of  
8 the transcript was not requested; and that the transcript is  
9 a true and complete record of my stenographic notes.  
10  
11 I further certify that I am not a relative,  
12 employee, attorney, or counsel of any of the parties, nor am  
13 I a relative or employee of any of the parties' attorney or  
14 counsel connected with the action, nor am I financially  
15 interested in the action.  
16  
17  
18 Dated this 24th day of March, 2020.  
19  
20  
21 \_\_\_\_\_  
22 Rishelle M. Meier, RMR  
23  
24  
25

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