

NAV6ROB1

1 UNITED STATES DISTRICT COURT
2 SOUTHERN DISTRICT OF NEW YORK

3 GRAHAM CHASE ROBINSON,

4 Plaintiff,

New York, N.Y.

5 v.

19 Civ. 9156 (LJL)

6 ROBERT DE NIRO, et al.,

7 Defendants.

8
9 October 31, 2023
9:05 a.m.

10 Before:

11 HON. LEWIS J. LIMAN,

12 U.S. District Judge

13
14 -and a Jury-

15 APPEARANCES

16
17 SANFORD HEISLER SHARP, LLP
18 Attorneys for Plaintiff

19 BY: BRENT HANNAFAN
20 ANDREW MACURDY
KATE MACMULLIN
VINCENT MCKNIGHT, JR.

21 TARTER, KRINSKY & DROGIN, LLP
22 Attorneys for Defendants

23 BY: RICHARD C. SCHOENSTEIN
INGRID CARDONA
24 LAURENT DROGIN
BRITTANY LAZZARO

-and-

25 TRAUB LIEBERMAN STRAUS & SHREWSBERRY LLP
BY: GREGORY BENNETT

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1 (Trial resumed; jury not present)

2 THE COURT: Okay. Does plaintiff have anything you
3 need to address before we bring in the jury?

4 MR. MCKNIGHT: Yes, your Honor. Last night we
5 exchanged exhibits for Michael Tasch to review for each other
6 for court. And I just want to let the Court know that -- this
7 should be brief -- we withdraw our objections to defendant's
8 exhibits that they intend to use during that examination. That
9 leaves us with one issue, which is --

10 THE COURT: But that is for Mr. Tasch, so I don't
11 think that needs to be addressed before we bring in the jury.

12 MR. MCKNIGHT: We can do it later, I thought you
13 wanted us to do it earlier in the day.

14 THE COURT: Anything from defendants -- sorry, one
15 other thing from plaintiff before we need to bring the jury? I
16 don't want to keep the jury waiting.

17 MR. MACURDY: Yes, your Honor, well, given punitive
18 damages and the jury instructions in this case, I intended to
19 ask Mr. De Niro about his net worth. Just wanted to run that
20 by your Honor and make sure that was okay.

21 THE COURT: What's defendant's position.

22 MR. SCHOENSTEIN: Absolutely not, your Honor.

23 THE COURT: That is -- I'm going to exclude that
24 testimony. I don't think there's been a sufficient proffer
25 with respect to punitive damages. If at the end of the

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1 plaintiff's case there is a basis for punitive damages in this
2 case, we will revisit the issue of the -- Mr. De Niro's net
3 worth.

4 MR. MACURDY: Understood.

5 THE COURT: Anything from defendant?

6 MR. SCHOENSTEIN: No, your Honor. Should we put
7 Mr. De Niro on the stand?

8 THE COURT: Yes. Put Mr. De Niro on the stand and
9 then we can bring in the jury.

10 Sir, you are reminded you're still under oath.

11 THE WITNESS: Yes.

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De Niro - Direct

1 (Jury present)

2 THE COURT: Good morning, members of the jury, I hope
3 you had a pleasant evening.

4 You may continue with your examination, Counsel.

5 MR. MACURDY: Thank you, your Honor.

6 ROBERT DE NIRO, resumed.

7 DIRECT EXAMINATION CONTINUED

8 BY MR. MACURDY:

9 Q. Sir, when we broke yesterday, we were discussing your texts
10 with Ms. Chen on March 28, 2019, about Ms. Robinson's e-mail
11 from the previous day regarding being in the middle of your
12 relationship. Do you remember that?

13 A. Yeah.

14 MR. MACURDY: Mr. Kelly, can we pull up Plaintiff's 6
15 in evidence? The 2:09 a.m. text?

16 BY MR. MACURDY:

17 Q. And Ms. Chen writes at 2:09 a.m.: If you keep her, you and
18 I will eventually have problems because you have allowed her to
19 become this disrespectful to you, and now she's telling you
20 what she will do and what her job is. When you're away, her
21 response to me is in the e-mails and it's fucking rude. She is
22 dismissive and a bitch. I don't know how you don't see it. I
23 think you don't want to see it because you're too attached to
24 her and that bothers that you don't even think her responses
25 are inappropriate.

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De Niro - Direct

1 Do you see that, sir?

2 A. Yep.

3 Q. You write back: No, I agree with you, and I'm going
4 address it. You'll see. That behavior is unacceptable and
5 it's wearing thin.

6 Do you see that?

7 A. Yes.

8 Q. Ms. Chen writes back 2:33 a.m.: The level she took it to
9 in those e-mails with me today is it for me. I'm not going to
10 be happy until you tell me she is looking for her replacement.
11 I'll wait to see what you do, but keeping her around is just a
12 slap in my face after how she felt entitled to act towards me
13 today.

14 THE COURT: You're reading snippets from the text; is
15 that right?

16 MR. MACURDY: Yes, your Honor, I skipped the middle
17 sentence there.

18 BY MR. MACURDY:

19 Q. Sir, you understood Ms. Chen to be giving you an ultimatum
20 here, correct?

21 A. She was giving me -- you call it an ultimatum, I don't.

22 Q. You understood her to be saying have Ms. Robinson look for
23 her replacement or you and Ms. Chen would have problems,
24 correct?

25 A. We discuss it, I work it out. And for me it was that she

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De Niro - Direct

1 will eventually -- would have to not be at the townhouse.

2 That's not a replacement as my employee.

3 Q. Ms. Chen wrote to you: I'm not going to be happy until you
4 tell me she's looking for her replacement.

5 Correct?

6 A. That to me is looking for a replacement at the house. She
7 cannot -- no one tells me what to do in my house -- in my
8 office, period.

9 MR. MACURDY: Mr. Kelly, can you go to the 4:43 p.m.
10 text?

11 BY MR. MACURDY:

12 Q. In the interest of time I'm not going to read every line of
13 these texts, but the last line, Ms. Chen writes to you: She's
14 a real fucking bitch.

15 Right?

16 A. Right.

17 Q. Now, Ms. Chen, she also told you at times that she thought
18 Ms. Robinson had a fantasy relationship with you, correct?

19 A. Yes.

20 MR. MACURDY: Mr. Kelly, can you bring up Plaintiff's
21 93?

22 Your Honor, I don't believe there's any objection to
23 this. I would offer it in evidence.

24 THE COURT: Any objection?

25 MR. DROGIN: No objection.

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De Niro - Direct

1 THE COURT: Received.

2 (Plaintiff's Exhibit 93 received in evidence)

3 MR. MACURDY: Mr. Kelly, can you zoom in on the
4 4:43 p.m. March 29, 2019, text message?

5 BY MR. MACURDY:

6 Q. Mr. De Niro, this is about Ms. Chen describing to you in an
7 interview that Ms. Robinson did with a potential job applicant.
8 Do you see that?

9 A. Yeah.

10 Q. I won't read the whole thing. But the applicant's name
11 appears to be May. And Ms. Chen recounts to you: May said it
12 was strange. Chase only ever talked about you and how high
13 profile you were. May said it sounded like she maybe had a
14 crush on you.

15 Do you see that?

16 A. Sorry. Let me just look at this.

17 Q. Sir, do you see --

18 A. I'm trying to figure out -- sorry.

19 MR. MACURDY: Kelly, can you highlight the full
20 sentence that I read?

21 BY MR. MACURDY:

22 Q. "May said it was strange Chase only ever talked about you
23 and how high profile you were. May said it sounded like maybe
24 she had a crush on you."

25 Do you see that, sir?

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De Niro - Direct

1 A. Yes.

2 MR. MACURDY: Mr. Kelly, can you please go to the
3 5:20 p.m. text.

4 BY MR. MACURDY:

5 Q. In the interest of time, I'm just going to read the
6 highlighted portion from Ms. Chen: I don't even understand how
7 she --

8 Meaning Ms. Robinson, right, sir?

9 A. Sorry?

10 Q. When Ms. Chen refers to "she," she's referring to
11 Ms. Robinson, correct?

12 A. Right.

13 Q. "I don't even understand how she could want to waste other
14 people's time with having them take off work to meet with her
15 three times so she could live in her fantasy relationship with
16 you. The more I find out, the more disgusted I become."

17 Do you see that?

18 A. Mm-hmm, yes.

19 Q. Now a few days after Ms. Robinson wrote you that e-mail on
20 March 27, 2019, she reached out to you again by e-mail,
21 correct?

22 A. Where is that?

23 MR. MACURDY: Well, Mr. Kelly, can you pull up
24 Plaintiff's 13?

25 THE COURT: Is this in evidence?

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De Niro - Direct

1 MR. MACURDY: It's not, your Honor, but I would offer
2 it.

3 THE COURT: Any objection to Plaintiff's 13?

4 MR. DROGIN: Sorry, which portion are they offering,
5 because there were objections raised to this.

6 THE COURT: What are you offering?

7 MR. MACURDY: I'm offering the whole e-mail. This is
8 Ms. Robinson's April 2nd.

9 THE COURT: Okay, give me one moment.

10 What's the basis of the objection? Just state it
11 briefly, I don't need a speaking objection.

12 MR. DROGIN: There's a hearsay component to it.

13 THE COURT: Okay. Give me a moment.

14 MR. DROGIN: And also lack of personal knowledge.

15 (Pause)

16 THE COURT: All right. What is the purpose for which
17 you are offering this?

18 MR. MACURDY: Well, your Honor, this is an e-mail from
19 Ms. Robinson to Mr. De Niro --

20 THE COURT: I know. But answer my question.

21 MR. MACURDY: It's her complaining about the
22 discriminatory action between --

23 THE COURT: That's not -- that's a characterization,
24 that's counsel's characterization. You're offering this for
25 her state of mind, your client's state of mind?

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De Niro - Direct

1 MR. MACURDY: Her state of mind and the -- his
2 acknowledgment and receipt and his state of mind as well.

3 THE COURT: It doesn't come through in his state of
4 mind.

5 MR. MACURDY: Your Honor, there's more -- can I --
6 Mr. Kelly, can you pull up the full chain? That's the
7 initial e-mail in the chain, your Honor, you were looking at.

8 THE COURT: Well, it still doesn't come in for the --
9 Mr. De Niro's state of mind. I will receive it solely with
10 respect to Ms. Robinson's state of mind and with respect to
11 what Ms. Chen sees in it.

12 And members of the jury, I'm going to give you a
13 limiting instruction with respect to this document.

14 When it's received in evidence, you'll see that there
15 are various statements that Ms. Robinson makes about events in
16 the past. Those are not received for the truth, for the notion
17 that what she says happened in the past, in fact, happened in
18 the past. That would be hearsay.

19 It's admitted solely because she is saying that to
20 Mr. De Niro, not with respect to whether it happened, but just
21 for the fact that something, an assertion that she is making.
22 It's received on that basis.

23 MR. MACURDY: Thank you, your Honor.

24 (Plaintiff's Exhibit 13 received in evidence)

25

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De Niro - Direct

1 BY MR. MACURDY:

2 Q. So this e-mail chain begins, sir, with an e-mail from
3 Ms. Robinson to you on April 2, 2019.

4 She writes: I was planning on sending this to you in
5 the next few days, but since we are about -- since we are
6 meeting, I have a feeling this is what you might want to talk
7 to me about, I thought I'd send it. I hope I am wrong, but
8 just in case. I know that you didn't respond to my e-mail, but
9 since that e-mail on 3/27, I have had some time to think about
10 everything. And I didn't want to bother you while you were
11 away with the kids.

12 I'm worried that my presence in the house, amongst
13 other things, is not working for Tiffany, and therefore you.
14 And I've felt this way since September/November. It's been
15 very difficult. Part of me worrying is thinking about what
16 happened to Robin with Grace, and I don't want it to get to
17 that point. I want to be able to finish what we agreed upon
18 and fulfill my commitment to you and to the job.

19 So I came up with this idea, and I hope we can discuss
20 it if you think it has merit. It reminds me of how we dealt
21 with the friction between Grace and me years ago. It's out of
22 sight, out of mind. As you know from our conversation in
23 January, I planned on being based outside of New York after I
24 fulfilled our commitments. But I believe this could be the
25 solution and would work for everyone involved. What do you

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De Niro - Direct

1 think? Can we discuss?

2 You know how much I love this job, and even when I was
3 based away from New York, I was always there if you needed me.
4 I want to go back to that arrangement. Let me know what you
5 think. Maybe this is a place to start.

6 Best, Chase.

7 Do you see that, sir?

8 A. Yes.

9 Q. When Ms. Robinson mentions "Robin with Grace,"
10 Robin Chambers was your former lead assistant?

11 A. Yes.

12 Q. And Grace Hightower is your former wife?

13 A. Yes.

14 Q. Ms. Chambers, Robin Chambers, was your head assistant from
15 1989 to 2003?

16 A. Yes.

17 Q. And you had been married to Grace Hightower once and then
18 you had divorced?

19 A. Yes.

20 Q. Then around 2003, you got back together and ultimately
21 remarried?

22 A. Yes.

23 Q. Grace Hightower expressed to you that she had a problem
24 with Robin Chambers being your lead assistant?

25 MR. DROGIN: Objection.

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De Niro - Direct

1 THE COURT: Sustained.

2 BY MR. MACURDY:

3 Q. You understood from this email, Ms. Robinson expressing
4 here to you that something happened to Robin with Grace; is
5 that correct?

6 A. Say that again. I'm sorry.

7 MR. DROGIN: Objection. Your Honor, objection.

8 THE COURT: No. The objection is overruled. The
9 witness can be asked about his understanding of the email, but
10 not about what happened in the past. So the question is not
11 what happened in the past, but just what you understood
12 Ms. Robinson to be expressing to you, whether or not it was the
13 truth.

14 MR. MACURDY: So I can ask it again, your Honor.

15 BY MR. MACURDY:

16 Q. Sir, you understood, when you read this e-mail from
17 Ms. Robinson that she was referring to something happening to
18 Robin with Grace, correct?

19 A. Mm-hmm, yes.

20 Q. And you understood that to be referring to when you got
21 back together after your divorce with Grace Hightower, correct?

22 A. Yes.

23 Q. And Ms. Chambers was actually let go when you got back
24 together. You understood it to be referring to how
25 Ms. Chambers was let go when you got back together with

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De Niro - Direct

1 Grace Hightower, correct?

2 A. Well, I'd say yes, but there was more to it than that. She
3 just went off on her own, Robin left. It wasn't like I let her
4 go.

5 Q. You didn't respond to this e-mail of Ms. Robinson's,
6 correct?

7 A. If I didn't, then I didn't, no.

8 Q. You didn't actually meet with her and try to resolve
9 things, correct?

10 A. If it -- no. Not that I didn't want to resolve, I just --
11 I don't know, this is all -- I don't know what this is.

12 Q. You forwarded this e-mail from Ms. Robinson to Ms. Chen
13 that same day, correct?

14 A. Yes.

15 MR. MACURDY: Mr. Kelly, can we pull up the next two
16 e-mails?

17 BY MR. MACURDY:

18 Q. You told Ms. Chen: FYI, I said we'd talk about it.

19 Do you see that?

20 A. Yes.

21 Q. Ms. Chen wrote back --

22 THE COURT: I don't think we need to read the
23 document. You can just ask the question -- a question with
24 respect to it.

25

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De Niro - Direct

1 BY MR. MACURDY:

2 Q. You read this e-mail from Ms. Chen, sir, at the time?

3 A. Yes.

4 Q. And you didn't respond back defending Ms. Robinson here,
5 did you?

6 A. No, I don't think so.

7 Q. At this point, Ms. Chen's unhappiness with Ms. Robinson was
8 no longer viable for you, correct?

9 A. Say that again, sorry.

10 Q. At this point, in April 2, 2019, Ms. Chen's unhappiness
11 with Ms. Robinson was no longer viable for you.

12 A. Not quite, no. It was -- she was upset, rightfully so.
13 But not no longer viable, not sure what that means.

14 Q. Well, after Ms. Robinson's April 2nd e-mail, you made the
15 decision to take Ms. Robinson off her work on the townhouse,
16 correct?

17 A. Well, that, yes. She would -- that would have to -- she
18 would have to be working at things she would usually do. But
19 not at the townhouse, unfortunately.

20 Q. And you made that decision after Ms. Robinson sent you this
21 e-mail, correct?

22 A. I can't remember. Possibly.

23 Q. And that's, as we talked about yesterday, what Ms. Robinson
24 had been spending most of her time doing, I think that's what
25 you testified?

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De Niro - Direct

1 A. Sorry?

2 Q. As you talked about yesterday, that's what Ms. Robinson had
3 spent most of her time doing?

4 A. At the townhouse?

5 Q. Yes.

6 A. You know, that's a good question because she should have
7 been doing other things too.

8 Q. You also had her stop working on your twin kids'
9 apartments, correct?

10 A. Sorry?

11 Q. You also had Ms. Robinson stop working on your twin
12 children's apartments, correct?

13 A. She was working on it, but not like that she stopped
14 working. She was sort of working on it. It wasn't a full-time
15 project for her, the way I understand it -- stood it.

16 Q. Well, sir, you would agree you were cutting back her
17 responsibilities after this e-mail, correct?

18 MR. DROGIN: Objection.

19 THE COURT: Sustained.

20 BY MR. MACURDY:

21 Q. And Ms. Chen expressed to you that she wanted additionally
22 Ms. Robinson's spending at Canal looked into, correct?

23 A. Is that what's said in the e-mail?

24 Q. Do you recall, sir?

25 A. I don't recall, so I'm asking you if it's in the e-mail.

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De Niro - Direct

1 If it's in an e-mail, then it's there, yes.

2 Q. Ms. Robinson [sic] also told the other Canal assistants not
3 to share information with Ms. Robinson, correct?

4 A. Well, that was in relation to the townhouse, as far as I
5 understand.

6 Q. Ms. Chen told them not to communicate with Ms. Robinson on
7 any of their projects, right?

8 A. No. On the townhouse.

9 Q. Ms. Chen also told the interior decorator, who Ms. Robinson
10 had a relationship with and had hired, that Ms. Robinson was
11 being taken off all projects, correct?

12 A. Not all projects. She was taken off projects in relation
13 to the townhouse, period.

14 MR. MACURDY: Mr. Kelly, can you pull up Plaintiff's
15 98?

16 I would offer this, your Honor. I don't believe
17 there's an objection.

18 THE COURT: Any objection to PX98? Counsel?

19 MR. DROGIN: No, no objection.

20 THE COURT: PX98 is received.

21 (Plaintiff's Exhibit 98 received in evidence)

22 MR. MACURDY: Mr. Kelly, let's go to the first in time
23 e-mail, April 4, 6:28 p.m.

24 BY MR. MACURDY:

25 Q. Sir, this is an e-mail from Ms. Chen on April 4, 2019, to

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De Niro - Direct

1 Michael Tasch, yourself, and Mark Bosswick. Do you see that?

2 A. Mm-hmm, yes.

3 Q. And Michael Tasch and Mark Bosswick are your accountants?

4 A. Yes.

5 Q. This is two days after Ms. Robinson sent that e-mail we
6 just looked at, correct?

7 A. Yes.

8 Q. Ms. Chen writes: Bob wanted me to get the Amex bills for
9 the spending some during the setting up of the townhouse,
10 specifically a record of Chase's spending done here. I'm going
11 to find purchase and returns made.

12 And the last line says: This is a direct request from
13 Bob. He wants this info ASAP.

14 A. Yes.

15 MR. MACURDY: Mr. Kelly, can you show the next two
16 e-mails?

17 A. You're asking me if I see the e-mail, yes, I see it, and
18 yes, that's what I asked for, yes.

19 BY MR. MACURDY:

20 Q. Mr. Tasch writes back: Hi, Tiffany. We will look at it
21 and have the info to you in the next few days.

22 Do you see that?

23 A. Yes.

24 Q. And then you write back?

25 A. Yes.

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De Niro - Direct

1 Q. "Yes, Michael, as soon as can, please, no delays. Thanks,
2 B." Right?

3 A. Yes.

4 Q. And, sir, your lawsuit that you've brought against
5 Ms. Robinson here has nothing to do with any spending on the
6 townhouse, correct?

7 A. I'm not sure with that, all I know is she had taken things
8 from me and had not done the right thing. So, you know, that's
9 what the lawsuit is. And I asked her to return them, and she
10 didn't, so she -- I had no choice but to do this. Plus she
11 asked me for a letter of recommendation, which under no
12 circumstances would I ever, ever, ever sign.

13 Q. Sir, you've brought a lawsuit here in federal court against
14 Ms. Robinson, right?

15 A. Yes. Yeah.

16 Q. You are Canal, and Canal is you, that's what your attorney
17 said, correct?

18 A. Yes, yes.

19 Q. You're telling us that you don't know whether this spending
20 pertains to the lawsuit that you brought against Ms. Robinson?

21 A. Yes, it does.

22 Q. It does?

23 A. It does.

24 Q. What about --

25 THE COURT: You said the spending, so the next

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De Niro - Direct

1 question. I think it's obvious the spending, that the lawsuit
2 is about her spending, go ahead, next question.

3 THE WITNESS: It --

4 BY MR. MACURDY:

5 Q. Two days later, sir, on Saturday April 6, Ms. Chen sent out
6 a flurry of additional e-mails relating to Ms. Robinson,
7 correct?

8 A. If they are there, yes.

9 MR. MACURDY: Mr. Kelly, can you pull up Plaintiff's
10 66, please?

11 I offer this into evidence, your Honor.

12 THE COURT: Any objection?

13 MR. DROGIN: No objection.

14 THE COURT: Received.

15 (Plaintiff's Exhibit 66 received in evidence)

16 BY MR. MACURDY:

17 Q. Sir, this is an e-mail from Ms. Chen to Lulu White, cc'ing
18 Gillian Spear, Sabrina Weeks-Brittan and Bobby. That's you,
19 correct?

20 A. Can I read it?

21 Q. Please.

22 A. Yes, okay.

23 Q. You received this e-mail, correct, sir?

24 A. I'm cc'd on it, I guess.

25 Q. You're Bobby, correct?

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De Niro - Direct

1 A. Okay. I didn't know I was cc'd under that name.

2 THE COURT: You don't remember getting this?

3 THE WITNESS: I guess so. I did. Yeah, if I did, I
4 did. Okay.

5 BY MR. MACURDY:

6 Q. Ms. Chen sent this on Saturday April 6 at 9:36 a.m., do you
7 see that?

8 A. Okay.

9 Q. And I won't read the whole thing, I'll just read the
10 highlighted portion: Chase is no longer involved with anything
11 relating the townhouse or the twins. You are not to discuss
12 anything with her that you discuss with us. Any e-mails
13 between us are not to be shared with Chase.

14 Do you see that?

15 A. Yes.

16 Q. And that was written to Gillian -- to Lulu White who was
17 Ms. Robinson's assistant, correct?

18 A. Yes.

19 Q. And Gillian Spear and Sabrina Weeks-Brittan were other
20 Canal assistants, correct?

21 A. Yes.

22 MR. MACURDY: Mr. Kelly, can you pull up Plaintiff's
23 395.

24 Your Honor, I offer 395 into evidence.

25 THE COURT: Any objection?

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De Niro - Direct

1 MR. DROGIN: No objection.

2 THE COURT: It's received.

3 (Plaintiff's Exhibit 395 received in evidence).

4 BY MR. MACURDY:

5 Q. Sir, this is an e-mail from Ms. Chen --

6 A. I see it. Can I read it?

7 Q. Yes, sir, I'll introduce it. It's an e-mail from Ms. Chen
8 to a person named Rachel Humphreys cc'ing Bobby about ten
9 minutes later on that Saturday at 9:46 a.m.

10 A. Okay. Yes.

11 Q. I'll read the first couple sentences.

12 Ms. Rachel Humphreys was the interior decorator that
13 Ms. Robinson hired, correct, to work for Canal?

14 A. Yes, I hired her. She hired her for me. She recommended
15 her. But, yes, I hired her.

16 Q. Ms. Chen writes: Bob and I would like to inform you that
17 Chase is no longer involved with any of our projects. You will
18 be working directly with me. Nothing is to be discussed with
19 Chase going forward. You should not contact her about anything
20 or for anything.

21 Should she contact you about anything, you should
22 reinforce that Bob and I have removed her from our projects. I
23 have been made aware that Chase has been saying things about me
24 to make work relationships uncomfortable for us.

25 Do you see that?

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De Niro - Direct

1 A. Yes.

2 Q. You actually didn't know Ms. Chen was going to send this
3 e-mail, did you?

4 A. I might not have known, but I was aware of it and she
5 should have sent it, she could have. It's about the projects
6 that Chase was involved with me and Tiffany and she was no
7 longer involved with those projects, yes, period.

8 MR. MACURDY: Mr. Kelly, can you pull up
9 Plaintiff's 68.

10 Your Honor, I offer Plaintiff's 68 into evidence.

11 THE COURT: Any objection?

12 MR. DROGIN: No objection.

13 THE COURT: Received.

14 (Plaintiff's Exhibit 68 received in evidence)

15 BY MR. MACURDY:

16 Q. Sir, this is another e-mail from Ms. Chen on that Saturday,
17 April 6, an hour later at 10:31 a.m. to Ms. White, you,
18 Ms. Spear, and Ms. Weeks-Brittan. Do you see that?

19 A. I'm reading it, yeah. Okay. Yes.

20 Q. I won't read the whole thing, but she writes to Ms. White:
21 On Monday could you also inform Gillian of what her actual
22 day-to-day job responsibilities have been? I would like to
23 remind you that we all work for Bob and you are not Chase's
24 assistant. We need to get on the same page about everything
25 and we need you to work under the guidance of both Gillian and

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De Niro - Direct

1 Sabrina.

2 Do you see that?

3 A. Yes.

4 Q. As we just spoke about, Ms. White previously was
5 Ms. Robinson's assistant, correct?

6 A. She works for me and it's that simple. And if things are
7 not working with Chase, then I want her to work for me and I
8 let Tiffany write this. I was fine with it because it's that
9 simple. It wasn't working.

10 Chase does other things. She has other things at the
11 office -- stuff in Spain, in England, in LA, if she wants to
12 go. And that was starting to be annoying because I was always
13 accommodating her and so, period.

14 Now, the one time I really would like her to help me
15 in this situation, move in, she's making a problem with Tiffany
16 instead of making it easier -- which there are employees that
17 make it easier, they say, yes, I got it, I'm with you, I'm on
18 your side, I'm on the team, I get this done, I get it done as I
19 should. I might not like it, I might not like the people I'm
20 doing it for, but I do it. That's my job. This was not what
21 she was doing.

22 MR. MACURDY: Your Honor, I move to strike the
23 unresponsive part of that answer.

24 A. Excuse me?

25 THE COURT: The answer is stricken.

NAV6ROB1

De Niro - Direct

1 Mr. De Niro, just answer the questions.

2 THE WITNESS: Sorry.

3 MR. MACURDY: Mr. Kelly, can we go to Plaintiff's 156.

4 Your Honor, I offer 156 into evidence.

5 MR. DROGIN: No objection.

6 THE COURT: Received.

7 (Plaintiff's Exhibit 156 received in evidence)

8 MR. MACURDY: Kelly, can we go to the 1:35 p.m. e-mail
9 from Ms. Chen?

10 BY MR. MACURDY:

11 Q. Mr. De Niro, this is another strand of the same chain we
12 looked at before on Saturday April 6 where Ms. Chen is writing
13 to your accountants. Do you see that?

14 A. Yes.

15 Q. And so at 1:30 p.m. on Saturday, she writes: I was also
16 talking to Bob about the amount of petty cash that was gone
17 through during that period. Could you also look that up for
18 us? Thanks, T.

19 Do you see that?

20 A. Yes.

21 Q. So, according to this, Ms. Chen has now asked your
22 accountant, who was looking at Ms. Robinson's spending on the
23 townhouse, to also look at petty cash during that period?

24 A. Yes.

25 Q. Correct? And petty cash referred to Canal's system of

NAV6ROB1

De Niro - Direct

1 reimbursing employees for out-of-pocket expense?

2 A. Yes.

3 Q. And none of your allegations in this lawsuit here relate to
4 any mispending of petty cash, correct, sir?

5 MR. DROGIN: Objection.

6 THE COURT: Sustained.

7 BY MR. MACURDY:

8 Q. Now, at 6:00 p.m. that night, Saturday April 6, after
9 Ms. Chen sent all these e-mails about Ms. Robinson,
10 Ms. Robinson wrote you an e-mail resigning, correct?

11 A. Yes.

12 MR. MACURDY: Mr. Kelly, please pull up
13 Plaintiff's 69.

14 Your Honor, I offer Plaintiff's 69 into evidence.

15 MR. DROGIN: No objection.

16 THE COURT: Received.

17 (Plaintiff's Exhibit 69 received in evidence)

18 MR. MACURDY: Mr. Kelly, can you blow up the first in
19 time?

20 BY MR. MACURDY:

21 Q. Ms. Robinson wrote to you: Bob, I know we haven't talked
22 this week and I hate to bother you when you have the kids, but
23 I willingly canceled my trip to London so that you and I could
24 sit down and speak about my job and what you needed done most
25 immediately. In November, I informed you that I wanted to

NAV6ROB1

De Niro - Direct

1 leave Canal Productions and take another opportunity. You
2 implored me to stay. We worked out an agreement in January of
3 what my job would be going forward for the next two years. I
4 stayed with the best of intentions to help and support you
5 during this very stressful time for you and your family.

6 Throughout all of the years I've worked for you, I've
7 been loyal, protective, to the point of alienating others,
8 honest, and beyond hardworking, 80-to-90-hour weeks. I poured
9 my heart and soul into this job, and as a result other parts of
10 my life and opportunities were put on hold. You always came
11 first.

12 Since our agreement, my job has changed to something
13 that wasn't what we agreed on, and doesn't work for either of
14 us. I have e-mailed you several times about discussing it, but
15 it's obvious you haven't wanted to address it. As a result, I
16 am not able to do, perform my job and succeed in fulfilling the
17 expectations of the agreement we had with each other. In
18 addition, I have been accused of ridiculous things like
19 withholding information, sabotaging catering on a plane,
20 stealing pots and pans, and not being diligent, professional,
21 or helpful.

22 This e-mail is to inform you that I am resigning
23 effective immediately. Thank you for the last 11 years, Bob.
24 I wish you all good things in the future.

25 Best, Chase.

NAV6ROB1

De Niro - Direct

1 Do you see that?

2 A. Yes.

3 Q. Sir, when Ms. Robinson references November, that's
4 November 2018, she came to you about leaving Canal, correct?

5 A. Yes.

6 Q. You would not accept her resignation at that time, correct?

7 A. It's not that I would not accept the resignation. I said
8 let's talk about this, and, you know, if she wanted to
9 absolutely leave, I would have no choice. All I would expect
10 of her is to follow through on things that she was responsible
11 for and make sure who ever transitions, whoever she was
12 transitioned into that, if you can say it like that, into that
13 position, would have the knowledge they needed to continue.

14 Q. You got her to stay with a carrot and with a stick,
15 correct, sir?

16 A. What carrot and stick? I don't know what you're talking
17 about. That's not my way, I'm sorry.

18 Q. Well, the stick is you told her you would give her a bad
19 recommendation letter --

20 A. I did not do that. I don't do that. I wouldn't dare do
21 that. That's nonsense. You're saying I threatened her. I
22 don't do that. She worked for me. I treat her with respect.

23 Q. The agreement that you made in January of 2019 was that she
24 would work for two additional years, correct?

25 A. I -- we talked about it. That's not threatening her and

NAV6ROB1

De Niro - Direct

1 saying I'd do this or that. We talked about it. We
2 negotiated. I said what I needed. I was going through a
3 divorce. I was moving, I had my children, everything to do.
4 So I said this is not a good time, but I wasn't -- I knew what
5 she was doing, she picked a time to say she's going to leave
6 for all, whatever reasons, and I said, well, I need these
7 things. It's not like I was saying you have to do this.

8 We talked it out, I said, look, this -- how can we
9 work this out. And if we can't work it out, then we can't work
10 it out. I'm saying -- I'm not saying that I said that to her,
11 but that's the understanding.

12 Q. And the carrot was that you increased her salary, correct?

13 A. The carrot? I did it because I wanted to, I needed her in
14 the place. It wasn't a carrot. It wasn't being tough one
15 minute and then nice the next minute.

16 Q. You increased her salary to \$300,000?

17 A. I agreed, yes, I agreed to pay her that to keep her going.
18 Because I needed -- a lot was going on and I needed her to help
19 me.

20 Q. Now, you responded to this e-mail of Ms. Robinson's
21 ignoring the fact she had resigned, correct?

22 A. Sorry?

23 Q. You respond to this e-mail ignoring the fact that
24 Ms. Robinson resigned, correct?

25 A. I didn't ignore anything. What did I say in the response?

NAV6ROB1

De Niro - Direct

1 MR. MACURDY: Mr. Kelly, can you pull up the next
2 e-mails?

3 BY MR. MACURDY:

4 Q. You wrote back there at the bottom: Chase, I left you a VM
5 about the access schedule that has to be gotten as far as it
6 can. Also need what's been done till now. Need it to or first
7 thing tomorrow morning. Thanks, B.

8 Do you see that?

9 A. Yes.

10 Q. You also referred to a custody schedule between you and
11 your ex-wife of your children, correct?

12 A. Yes.

13 Q. Ms. Robinson writes back -- this is 8:48 p.m. on a
14 Saturday: Bob, I already e-mailed you and Jennifer the access
15 schedule this evening that you just requested. Bob, please
16 read the e-mail below from me. I've decided to no longer work
17 for you. Please respect my wishes.

18 Do you see that?

19 A. I'm sorry, I'm sorry.

20 THE COURT: You're being asked if you see that
21 language.

22 THE WITNESS: Yeah. Sorry about --

23 BY MR. MACURDY:

24 Q. Sir, you would --

25 THE COURT: The only question is if you see that

NAV6ROB1

De Niro - Direct

1 language.

2 THE WITNESS: I see it, okay.

3 BY MR. MACURDY:

4 Q. Sir, you would agree that Ms. Robinson had provided you
5 with the custody schedule you requested on the Saturday after
6 she had resigned, correct?

7 A. I'm sorry. Was she saying I no longer -- I decided to no
8 longer work for you, please respect my wishes. I did respect
9 her wishes. I was asking for something -- I'm a little
10 confused here. I asked her for the access schedule, right?
11 And so she said to me please read the e-mail below. So she's
12 saying she's not going to give me the access schedule?

13 Q. Sir, it's the line above that?

14 MR. MACURDY: Mr. Kelly, if you could highlight the
15 line above that.

16 BY MR. MACURDY:

17 Q. She writes: I already e-mailed you and Jennifer the access
18 schedule --

19 A. Sorry, I missed that, sorry.

20 Q. And Ms. Robinson continued to be conscientious about the
21 transition after that, right?

22 MR. DROGIN: Objection.

23 THE COURT: Sustained.

24 MR. MACURDY: Mr. Kelly, can you bring up
25 Plaintiff's 105?

NAV6ROB1

De Niro - Direct

1 Your Honor, I offer Plaintiff's 105 into evidence.

2 MR. DROGIN: No objection.

3 THE COURT: Received.

4 BY MR. MACURDY:

5 Q. Sir, this is an e-mail from Tom Harvey, your lawyer, on
6 April 9th to you, cc'ing Ms. Robinson. Do you see that?

7 A. Yes.

8 Q. So this is in the week after she resigned, correct?

9 A. Mm-hmm, okay.

10 Q. She -- Mr. Harvey wrote, your lawyer writes: Hi, Bob.
11 Chase provided Michael Kaplan with the passwords, et cetera,
12 and is compiling a list of open issues and projects she was
13 working on to try to make sure we don't drop the ball on
14 anything. It is going to take a little time, but she's trying
15 to help make it a smooth transition. Take care, Tom.

16 Do you see that?

17 A. Okay.

18 Q. Now, during this time, Ms. Chen continued instructing Canal
19 employees to look into expenses related to Ms. Robinson,
20 correct?

21 A. I'm not sure, but if she did, then it's on record, then she
22 did.

23 MR. MACURDY: Mr. Kelly, can you pull up
24 Plaintiff's 157?

25 I move, your Honor, Plaintiff's 157 into evidence.

NAV6ROB1

De Niro - Direct

1 THE COURT: Any objection?

2 MR. DROGIN: Yes, your Honor, the date on this, he
3 said that she continued...

4 THE COURT: Well, the question is whether there's an
5 objection --

6 MR. DROGIN: There is.

7 THE COURT: -- to the exhibit.

8 MR. DROGIN: The answer is yes.

9 THE COURT: Overruled. The exhibit is received.

10 (Plaintiff's Exhibit 157 received in evidence)

11 BY MR. MACURDY:

12 Q. Sir, this is an e-mail from Ms. Chen on Monday April 8th to
13 Michael Tasch, your accountant, cc'ing you. Do you see that?

14 A. Yes.

15 Q. She writes: Bob wants all of Chase's charges and expenses.
16 Everything she has been spending. Lulu is to be terminated
17 today without severance. Please give me a call ASAP.

18 Do you see that?

19 A. Yes.

20 Q. And now, sir, when you became aware of the possibility of
21 other Canal employees making unauthorized charges, you never
22 launched an investigation, correct?

23 MR. DROGIN: Objection.

24 THE COURT: Sustained.

25

NAV6ROB1

De Niro - Direct

1 MR. MACURDY: Mr. Kelly, can you pull up
2 Plaintiff's 378?

3 Your Honor, I offer 378 into evidence.

4 THE COURT: Any objection?

5 MR. DROGIN: Your Honor, objection, you may have a
6 ruling on this.

7 THE COURT: So you got your objection. The exhibit is
8 received.

9 (Plaintiff's Exhibit 378 received in evidence)

10 MR. MACURDY: May we publish, your Honor?

11 THE COURT: This exhibit is received only for a
12 limited purpose, and so I'll give you a limiting instruction
13 with respect to it.

14 There is a claim in this case that there is -- was
15 disparate pay between Ms. Robinson and one of the other
16 employees of Canal. It's being received solely with respect to
17 that claim to the extent that you're given that claim to
18 deliberate on at the end of the trial. It's not being received
19 for any other purpose.

20 MR. MACURDY: Thank you, your Honor.

21 Mr. Kelly, can you show that to the jury?

22 BY MR. MACURDY:

23 Q. This is an e-mail exchange between you and Ms. Robinson,
24 Mr. De Niro. Do you see that?

25 Well, let's go to the bottom e-mail. This is the

NAV6ROB1

De Niro - Direct

1 first e-mail. Ms. Robinson writes you on June 19, 2017: Did
2 you approve Dan at the Greenwich Hotel in May and June? I
3 wanted to make sure you were aware when he stays there and
4 charges our Amex account.

5 And then she lists four different charges. That was
6 part of his May, June Amex account. Do you see that, sir?

7 A. Yes.

8 Q. Dan Harvey is your trainer?

9 A. Yes.

10 Q. And you wrote back to this --

11 MR. MACURDY: Mr. Kelly, can you show the response,
12 the response and the full bottom, please? Thanks.

13 BY MR. MACURDY:

14 Q. You write back: No, really, but leave it.

15 A. Yes.

16 Q. Is that -- so you wrote back saying you had not approved
17 those expenses, but you didn't want Ms. Robinson to do anything
18 about it, correct?

19 A. Yes.

20 Q. You also discussed with Ms. Chen that Michael Kaplan,
21 another Canal assistant, may have committed wrongdoing in his
22 role handling the petty cash at Canal, correct?

23 A. Say that again.

24 Q. You also have previously discussed with Ms. Chen that
25 Michael Kaplan, another Canal assistant, may have committed

NAV6ROB1

De Niro - Direct

1 wrongdoing in his role handling the petty cash at Canal,
2 correct?

3 A. What was the first thing you said in that.

4 Q. You discussed that with Ms. Chen?

5 A. Yes, I could have, yes.

6 Q. You actually asked your accountant and lawyer to look into
7 it?

8 A. Okay, yes.

9 Q. But you weren't actually going to do anything about it
10 either way, correct?

11 A. It depended on what it was. So I was waiting to see.

12 MR. MACURDY: Your Honor, I'd like to read from
13 Mr. De Niro's deposition, the day three, Page 540, 2 to 21.

14 THE COURT: Any objection?

15 MR. DROGIN: Sorry, 542?

16 MR. MACURDY: 540.

17 MR. DROGIN: What line, please?

18 MR. MACURDY: Two to 21.

19 MR. DROGIN: No objection.

20 THE COURT: All right. You may do so.

21 BY MR. MACURDY:

22 "Q. Did you speak with anyone else besides Tiffany about
23 allegations of wrongdoing relating to Michael Kaplan?

24 "A. I spoke to -- possibly I spoke to Michael Tasch about it
25 and Tom Harvey and said, you know, if there was ever any

NAV6ROB1

De Niro - Direct

1 wrongdoing, all I want to know is what happened, what it was.
2 I'm not going to do anything. I just want to know the truth
3 and that's it.

4 I never got -- I never got an answer, or straight
5 answer on anything. So that was that. I said okay.

6 "Q. You asked them to find out what went on and you never got
7 a straight answer?

8 "A. I never really got a clear answer, no.

9 "Q. Were you satisfied with that?

10 "A. No, not really.

11 "Q. What did you do about it?

12 "A. Nothing, really."

13 That was your testimony, sir?

14 A. Yes.

15 Q. Mr. De Niro, loyalty is important to you, correct?

16 A. Yes.

17 Q. Disloyalty makes you upset?

18 A. It made me -- yeah, concerned. Let's put it that way.

19 Q. At some point after Ms. Robinson's departure, Canal
20 approached her about waiving any legal claims she had against
21 Canal and you, correct?

22 A. I'm sorry, say that again.

23 Q. After Ms. Robinson's departure from Canal, Canal
24 representatives approached her about waiving any legal claims
25 she had against Canal and against you, right?

NAV6ROB1

De Niro - Direct

1 MR. DROGIN: Objection.

2 THE COURT: I think I'm going to need to see the
3 parties at sidebar on this. But instead of doing that, do you
4 have another line that you can pursue?

5 MR. MACURDY: I can come at it another way,
6 your Honor?

7 THE COURT: Let me see the parties at sidebar.

8 (Continued on next page)

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1 (At the sidebar)

2 THE COURT: Okay. Tell me the line of examination and
3 then I'll hear the objection and then I'll hear response.

4 MR. MACURDY: It just basically was a release sent to
5 her and then getting into her responsive e-mails with a
6 proposal that the defendants wanted to get into evidence and
7 then talking about the reaction of Canal from there.

8 MR. DROGIN: There's two issues. First is the
9 statement -- the question that was asked, the way that it was
10 presented is that Canal reached out to her. Factually that's
11 not correct. The first e-mail is Ms. Robinson proposing a
12 severance package or some sort of relief, not us. That's
13 number one.

14 Number two, this does tie into the issue with the
15 June 11th e-mail, which is then followed by the July 2nd e-mail
16 which is this mention of the release and we asked that the
17 reference to the release be redacted.

18 That's how this all fits together.

19 MR. MACURDY: I understood counsel to say they
20 wouldn't object to the release with two redactions.

21 MR. DROGIN: I think there was some confusion and
22 maybe it was on my part, the issue that I had, I think it's
23 Plaintiff's 18, which is the June 2nd -- June 11th and July 2nd
24 e-mails, the issue I have there is it mentions a release for
25 the first time and it's got my name in it. I thought you

NAV6ROB1

De Niro - Direct

1 wanted to use -- we want to use was the June 11th and July 2nd
2 e-mails, those are fine. And then you talked about the
3 July 2nd response that he had, you got that in evidence
4 already. I just don't see what the release has to do with any
5 of this.

6 MR. MACURDY: She --

7 MR. DROGIN: Much less my name and my firm's name.

8 THE COURT: Well, but I think you can handle it
9 without the firm's name and counsels' name.

10 What's the objection to the notion that he offered a
11 release to her?

12 MR. DROGIN: Well, sequentially, there's a document
13 that shows soon after she resigned with knowledge that she was
14 being investigated here or looked into for wrongdoing, she's
15 the one who comes to Canal and starts talking about severance.

16 THE COURT: Isn't that exactly the kind of stuff that
17 is the meat of your examination? I mean, they can ask the
18 question, you know, at some point in time, didn't you offer a
19 release? And then if they display something that is misleading
20 to the jury, you will argue well actually -- there's context to
21 this. So --

22 MR. DROGIN: I mean, that's --

23 THE COURT: -- I think the objection is overruled
24 except to the extent that you are seeking to offer in the name
25 of Mr. De Niro's counsel or his law firm.

NAV6ROB1

De Niro - Direct

1 MR. DROGIN: That will be redacted?

2 (Continued on next page)

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NAV6ROB1

De Niro - Direct

1 (In open court)

2 THE COURT: Counsel, we're going to take, at the
3 request of the jury, a five-minute restroom break. And then we
4 will reconvene at five minutes after 10:00.

5 MR. MACURDY: Okay.

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NAV6ROB1

De Niro - Direct

1 (Jury not present)

2 THE COURT: You can all take a couple minute break, if
3 you want. I should put on the record, before the proceedings
4 today I had my staff show counsel a set of e-mails that we
5 received in the chambers, e-mail from somebody who appears not
6 to be a party to this lawsuit. I'm not taking any action with
7 respect to any of them. And if any counsel wishes any action
8 to be taken or for me to docket, they should just inform me.
9 See you back here in a couple minutes.

10 (Recess)

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1 THE COURT: Get the witness back in the box and let's
2 call in the jury and we will take our next break at 11:20 a.m.

3 MR. HANNAFAN: Your Honor, if I may. We did receive
4 that e-mail. We have no objection, I don't think there is
5 anything for the Court to do.

6 THE COURT: OK.

7 MR. HANNAFAN: Yes.

8 (Continued on next page)

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1 (Jury present)

2 THE COURT: Members of the jury, for your planning
3 purposes, we will take our next break at about 11:20, and I
4 think about a 10 or 15 minute break, and then after that we
5 continue until 1:00.

6 Go ahead, counsel.

7 MR. MACURDY: Thank you, your Honor.

8 BY MR.. MACURDY:

9 Q. So, sir, the question I was asking when we broke is that at
10 some point after Ms. Robinson's departure from Canal, Canal
11 representatives approached her about waiving any legal claims
12 she might have against you and against Canal; correct?

13 A. I wouldn't know. I don't know, that's a -- I don't know
14 that.

15 Q. So you are saying you have no awareness of Canal ever
16 approaching her about that?

17 A. From a legal standpoint one of the lawyers might have. I
18 don't remember.

19 Q. Do you recall Ms. Robinson responding that she may have
20 legal claims against Canal and did not want to waive them?

21 A. That I would remember, recall that she had legal claims?
22 Not that I know unless it was an e-mail and you show me the
23 email and then that's OK, I remember that; but no.

24 Q. Well, sir, at some point you became upset that Ms. Robinson
25 was suggesting that she may have legal claims against you and

NAV5rob2

De Niro - Direct

1 against Canal; correct?

2 A. When was that? Was that in an e-mail? If so, show it to
3 me, please.

4 THE COURT: The question, sir, is just he is asking
5 about your recollection. If you remember, you remember. If
6 you don't remember, say you don't remember, but he is entitled
7 to ask you a question without showing you the document.

8 A. OK. So what are you asking me again?

9 Q. That at some point after Ms. Robinson left you became upset
10 that she suggested she had legal claims against Canal and
11 against you.

12 A. I don't remember that. I remember that she took certain
13 things from me and that I was upset about that.

14 MR. MACURDY: Your Honor, I would like to read from
15 Mr. De Niro's deposition, day two, page 419, 7 to 15.

16 THE COURT: Any objection?

17 MR. DROGIN: Yes, your Honor. At the deposition I had
18 objected to the form of the question.

19 THE COURT: OK. Give me one moment. That's
20 overruled. You can ask the question. You can redirect on it.

21 MR. MACURDY: (reading)

22 "Q Is it fair to say that you were upset that Ms. Robinson
23 was threatening legal action, right?

24 "A --

25 THE COURT: No, no. And then read through the

1 objection. Read the whole transcript.

2 MR.. MACURDY: (reading)

3 "MR. DROGIN: Objection to the form.

4 "A Yes.

5 "Q I'm sorry, your answer is?

6 "A Yes."

7 A. Yeah, I guess it was to whatever I was learning then. I
8 don't know what the timeline of this is but that I learned that
9 she was threatening legal action, I could of course have been
10 upset.

11 Q. That was your testimony; correct, sir?

12 A. Sorry.

13 Q. That was your testimony?

14 A. Yes.

15 MR. MACURDY: Mr. Kelly, can you pull up Plaintiff's
16 Exhibit 70?

17 We move to admit Plaintiff's 70 into evidence.

18 THE COURT: Any objection?

19 MR. DROGIN: Yes.

20 THE COURT: Give me a moment.

21 MR. DROGIN: Your Honor, I see that it has been
22 redacted so I will retract the objection.

23 THE COURT: OK. It is received.

24 (Plaintiff's Exhibit 70 received in evidence)

25 THE WITNESS: Is there a way to make this bigger?

NAV5rob2

De Niro - Direct

1 MR.. MACURDY: We will enlarge it, sir.

2 Mr. Kelly, if you can do the top half?

3 Q. It is an e-mail from you, cc-ing your lawyer Tom Harvey on
4 June 11, 2019. Do you see that?

5 A. Yes.

6 Q. This is a couple months after she departed Canal; correct?

7 A. Right.

8 MR.. MACURDY: Middle of the way down, fourth
9 sentence, can you highlight that Mr. Kelly?

10 THE WITNESS: Can I read it all?

11 THE COURT: Give the witness a chance to read it.

12 THE WITNESS: OK. Thanks. I won't read the whole
13 thing but just those two sentences, yes, Mr. Kelly, if you
14 could highlight those?

15 Q. Now I have been told by Tom Harvey that you are unwilling
16 to sign the letter of recommendation for the London School of
17 Economics. I have also been given a release to sign by and Tom
18 Harvey. In order to sign the release I would like you to honor
19 the agreement you made with me on January 3rd, 2019, as well as
20 address a few additional items. Please see below.

21 Do you see that, sir?

22 A. Yes.

23 Q. Does that refresh your memory that Ms. Robinson had been
24 approached about release of legal claims by Canal?

25 A. Yes.

NAV5rob2

De Niro - Direct

1 Q. And Ms. Robinson, below that, she essentially sent you a
2 severance proposal; correct?

3 A. So she sent this to me. And?

4 Q. It is essentially a severance proposal asking for two
5 years' salary and to meet with you; correct?

6 A. Now this is -- I'm sorry. This is '19, this is after
7 April, this is a few months later into the next year.

8 Q. Correct.

9 A. Yeah.

10 Q. This is in June.

11 A. So what is she asking me?

12 Q. Sir, you see the third line down, two years' pay of salary
13 of \$300,000; correct?

14 A. Yeah.

15 Q. The second heading: Meeting with RDN. Do you see that;
16 correct?

17 A. Yeah.

18 MR.. MACURDY: Mr. Kelly, you can take that down.

19 Q. I'm not going to go through entire, the e-mail here. You
20 had actually been about to fire Ms. Robinson at the time she
21 resigned; correct, sir?

22 A. No, I wasn't.

23 Q. Ms. Chen expressed to you that she did not want you to pay
24 Ms. Robinson severance?

25 A. Well, she had that opinion, maybe, and I can't even

NAV5rob2

De Niro - Direct

1 remember that, but what I am doing is what I'm doing, period.

2 MR.. MACURDY: Mr. Kelly, let's look at Plaintiff's
3 Exhibit 158.

4 Your Honor, I move 158 into evidence.

5 THE COURT: Any objection?

6 MR. DROGIN: No objection.

7 THE COURT: Received.

8 (Plaintiff's Exhibit 158 received in evidence)

9 MR. MACURDY: Mr. Kelly, can you just flash to the
10 bottom of this?

11 Q. Mr. De Niro, you forwarded to Ms. Chen Ms. Robinson's
12 resignation e-mail. The resignation e-mail is on the second
13 page; do you see that?

14 A. So what am I supposed to be reading first?

15 Q. I am just asking you the bottom of the first page and the
16 second page are Ms. Robinson's April 6 resignation e-mail --

17 A. Right.

18 Q. -- which you forwarded to Ms. Chen.

19 A. Yes.

20 Q. Ms. Chen writes back: She's got some effing nerve with the
21 claims she has made in this e-mail.

22 Do you see that?

23 A. Yes.

24 MR. MACURDY: Mr. Kelly, can you blow up the top half?

25 Q. You write back: I know. I just forwarded to Tom, Michael,

1 John H. and Mark.

2 That would be your lawyers and your accountants;
3 correct, sir?

4 A. Uh-huh.

5 Q. Yes?

6 THE COURT: You have to say yes or no.

7 A. Yes.

8 Q. And said: Was about to end things pretty much, too, so now
9 we just have to work out severance.

10 Did you see that?

11 Can you highlight that Mr. Kelly, please, the
12 7:12 p.m. e-mail by Mr. De Niro.

13 A. Well, I said: I know, but I'll do what's right.

14 Q. Right. Ms. Chen's response to you is: If she resigned,
15 you don't have to pay severance.

16 Correct?

17 A. Yeah. And I answered.

18 Q. And your answer was: I know, but I'll do what's right?

19 A. That's right.

20 Q. The right thing was paying Ms. Robinson severance; correct?

21 A. Yes. If it was right to do I was going to do it.

22 Q. Five days later Ms. Chen was still telling you do not pay
23 Ms. Robinson severance; correct?

24 A. I don't care what she was telling or saying, I'm going to
25 do what I have to do that's right legally, of course, but

1 everything, so it doesn't matter. Maybe she's upset, I
2 understand, but I have to do what I have to do and even she
3 didn't understand certain things.

4 MR. MACURDY: Mr. Kelly, can you pull up Plaintiff's
5 Exhibit 106?

6 Your Honor, I move 106 into evidence.

7 MR. DROGIN: We have an objection to relevance.

8 THE COURT: OK. Is there a particular portion?

9 MR. MACURDY: Yes, your Honor.

10 Mr. Kelly, can you point to 8:38 p.m. texts through
11 8:39 p.m.? I guess they're all on the same page.

12 THE COURT: What is the relevance?

13 MR. MACURDY: We have been talking about Mr. De Niro's
14 decision making and this goes to how he made his decision. If
15 you want to keep reading, your Honor?

16 THE COURT: I'm going to exclude it under 401 and 403.

17 MR. MACURDY: Mr. Kelly, can you pull up Plaintiff's
18 Exhibit 18?

19 Your Honor, I move Plaintiff's Exhibit 18 into
20 evidence.

21 THE COURT: Any objection?

22 MR. DROGIN: No.

23 THE COURT: Received.

24 (Plaintiff's Exhibit 18 received in evidence)

25 BY MR. MACURDY:

NAV5rob2

De Niro - Direct

1 Q. Mr. De Niro, this is Ms. Robinson following up on the chain
2 we looked at earlier, a few weeks later, e-mailing you on July
3 2nd, 2019, to you, cc-ing Tom Harvey. Do you see that up at
4 the top? Is that correct, sir?

5 A. Yes.

6 Q. She writes: Dear Bob, you have not yet responded to my
7 e-mail below. Unless this process moves forward appropriately,
8 I will have to seek outside counsel to help me in resolving
9 this situation and protecting the interests of myself and all
10 concerned. Unless I hear from you by Friday, July 12, I will
11 assume that you have no interest in amicably resolving the
12 situation. I hope you have a wonderful July 4th. Best, Chase.

13 Do you see that, sir?

14 A. Yes.

15 Q. This e-mail made you very angry, sir?

16 A. Oh, I -- it could have. I don't know. I don't remember,
17 but.

18 Q. You don't remember whether this e-mail made you angry, sir?

19 A. I don't remember. If I testified earlier in the deposition
20 it made me angry then that's what it did.

21 MR.. MACURDY: Mr. Kelly, can you pull up Plaintiff's
22 Exhibit 20?

23 Your Honor, I move to admit Plaintiff's Exhibit 20.

24 MR. DROGIN: No objection.

25 THE COURT: Received.

1 (Plaintiff's Exhibit 20 received in evidence)

2 BY MR. MACURDY:

3 Q. Sir, this is an e-mail chain between you and Ms. Chen on
4 the same day as that e-mail, July 2nd, 2019, correct? That's
5 correct, sir?

6 A. I'm not seeing anything. Oh, I see. I'm sorry.

7 MR. MACURDY: Mr. Kelly, can you enlarge the first two
8 texts on the first page?

9 Q. Ms. Chen wrote to you, on July 2nd, 2019: Chase e-mailed.
10 She is threatening legal action if she still does not get a
11 response by the 12th. Tom is getting ready to hit her hard
12 with his letter.

13 Do you see that?

14 A. Yes.

15 Q. "Tom" refers to Tom Harvey, your lawyer?

16 A. Yes.

17 Q. The letter refers to allegations that Ms. Robinson stole
18 from Canal; is that right?

19 A. Is that what it is? Sequentially, if that's what it is
20 that's what it is; yes.

21 MR.. MACURDY: Mr. Kelly, can you go to the next text
22 in the chain?

23 Q. You wrote back: Can you believe Chase? As I said to Tom,
24 who the fuck does she think she is?

25 Ms. Chen writes: She thought she was your wife. I

NAV5rob2

De Niro - Direct

1 saw it from the beginning. I told you.

2 You write: The balls, the nerve, the chutzpah. The
3 sense of entitlement. How dare her.

4 Ms. Chen writes: Tom will get her.

5 Do you see that, sir?

6 A. Yes. So you are asking if I was angry? I guess I was.

7 Q. You felt that was disloyal, her sending that e-mail;
8 correct?

9 A. Disloyal? I don't know. Whatever. Just -- it's
10 ridiculous.

11 Q. You wanted to get her?

12 A. I didn't want to get her. Yeah, I wanted to get her when
13 she stole stuff from me, I wanted to get it back. I said how
14 much of this am I going to take, this abuse. I mean, I did
15 everything right by her so this is nonsense.

16 Q. You were ready to go --

17 A. This whole case is nonsense. You are making it a thing.
18 It is absurd but I'm here, I'm testifying, I'm doing whatever I
19 need to do but it's ridiculous.

20 Q. Well, sir, you brought a case as well; right?

21 A. I did, yes. I did. I wanted my things back, she didn't
22 give them back, and so I had to do what I did; yes. That's all
23 I'm asking -- return the things, return the air miles. There
24 is a point where you say, look, enough is enough. I have been
25 very fair with her. Always.

NAV5rob2

De Niro - Direct

1 Q. We will talk about that.

2 A. Yeah. Fine.

3 Q. So you were, at this point, you were ready to go after her,
4 correct?

5 A. If that's what it was I don't know. Possibly. I don't
6 know.

7 Q. You had your lawyer Tom Harvey send this letter you
8 discussed with Ms. Chen to Ms. Robinson; correct?

9 A. Which letter was that?

10 Q. It was a letter with allegations of her stealing a variety
11 of items from you?

12 A. Right.

13 Q. Mr. Harvey sent that letter back to Ms. Robinson the day
14 before she asked for a response to you on July 12th; correct?

15 A. I guess so. Yes.

16 Q. And the letter advised Ms. Robinson to get an attorney,
17 correct?

18 A. OK. Yes.

19 Q. And so in response to the letter, Ms. Robinson's attorney
20 did reach out to your lawyers; correct?

21 A. If she did, the attorney did, they did. Yeah.

22 Q. And that was in July and August, thereabouts, of 2019;
23 correct?

24 A. Yes. I guess that is what it is. If that's what it says
25 that's what it is.

NAV5rob2

De Niro - Direct

1 Q. Ms. Robinson's lawyer conveyed her response to the
2 allegations in Mr. Harvey's letter; correct?

3 MR. DROGIN: Objection.

4 THE COURT: Sustained.

5 Q. Then, on August 17, 2019, a Saturday, you filed a lawsuit
6 against Ms. Robinson through your company Canal; correct?

7 A. OK.

8 Q. Do you agree, sir?

9 A. Yes.

10 Q. That was four days after the last e-mail from
11 Ms. Robinson's attorney; correct?

12 MR. DROGIN: Objection.

13 THE COURT: Overruled.

14 A. I guess so. If it says that it's four days later it is
15 four days later.

16 THE COURT: Asking four personal knowledge, sir.

17 THE WITNESS: That I was aware of it?

18 THE COURT: Yes. Is it true or not? Do you know?

19 THE WITNESS: I'm -- do I -- it's true if it --

20 THE COURT: No, sir. You are testifying as a witness.

21 Either you know it or you don't.

22 THE WITNESS: No, I'm sorry, your Honor. Tell me that
23 again. I know what?

24 THE COURT: You are being asked a question. The
25 lawyers don't know anything here.

NAV5rob2

De Niro - Direct

1 THE WITNESS: Yes.

2 THE COURT: You are the witness.

3 Ask your question again.

4 BY MR. MACURDY:

5 Q. Canal filed its lawsuit against Ms. Robinson on August 17,
6 four days after the last correspondence from Ms. Robinson's
7 attorney; correct?

8 MR. DROGIN: Objection.

9 THE COURT: What's the basis of the objection?

10 MR. DROGIN: Assuming a fact that is not in evidence
11 that there was such a communication.

12 THE COURT: Sustained.

13 BY MR. MACURDY:

14 Q. The lawsuit was filed on a Saturday because Canal was in a
15 rush; correct?

16 A. I don't know if it was in a rush but it filed it on
17 Saturday.

18 Q. Ms. Robinson had not brought any legal action against you
19 prior to that; correct?

20 A. No.

21 Q. So this was you and Canal in fact going on the offensive
22 against Ms. Robinson; correct?

23 A. Could have been.

24 Q. You expected that if you brought some kind of allegation
25 against Ms. Robinson that is what the press would report on;

NAV5rob2

De Niro - Direct

1 correct?

2 A. I don't care about the press, I cared about he giving the
3 stuff back and doing the right thing. That's all.

4 Q. Well, sir, you are a famous celebrity; correct?

5 A. Yes.

6 Q. You are aware that pretty much anything you do gets
7 reported in the press; correct?

8 A. That's not the reason I did this so let's stop this.

9 Q. You expected that your lawsuit against Ms. Robinson would
10 generate significant press.

11 A. What's the difference? Who cares about her or this and
12 that. They care about me, it draws attention to me. I don't
13 want to do it. This is the last thing I want to do. It's all
14 nonsense but I finally had to do something.

15 So it brings more attention to me. Look where I am
16 right now because of all this nonsense.

17 Q. Well, sir, you wanted to ruin Ms. Robinson --

18 A. Oh, stop it. I didn't want to ruin anything or ruin her.
19 That's the last thing I want. Let her move on with her life
20 and go. I don't have the time for this.

21 Q. Well, you are aware that your lawsuit did in fact generate
22 headlines like: Mr. De Niro's company sues former employee
23 for --

24 A. That's the press. I had no control over that. I had no
25 control over that.

NAV5rob2

De Niro - Direct

1 Q. You wanted to humiliate her.

2 A. She should have thought about these things -- if she --
3 she's more press oriented in some ways than I would be and she
4 should have thought, Let me just get the air miles back to him.
5 Let me give back the things that he took. And case closed.
6 Done. We would have worked out severance or whatever it would
7 have been. It all would have been fine.

8 Q. You wanted to humiliate her, did you not?

9 A. No.

10 Q. You wanted to embarrass her?

11 A. No. No. Not at all.

12 Q. You knew that when you filed this lawsuit against her, win
13 or lose, the allegations you put out there would remain on the
14 Internet; correct?

15 A. Nonsense. Nonsense.

16 Q. For future employers of Ms. Robinson to find?

17 A. I'm -- listen. That's -- I'm in a struggle with her. I
18 don't care -- I didn't care about that but, I'm sorry, she does
19 certain things, I react, that's what it is.

20 Q. Are you aware, sir, she hasn't been able to get another job
21 since she left Canal?

22 A. No.

23 THE COURT: The objection is sustained and the
24 question and answer are stricken. The jury is informed the
25 questions are not evidence.

NAV5rob2

De Niro - Direct

1 BY MR. MACURDY:

2 Q. Sir, you didn't even read the lawsuit you had Canal file
3 against Ms. Robinson; correct?

4 MR. DROGIN: Objection.

5 THE COURT: Sustained.

6 Q. Well, sir, your attorney said that you would agree Robert
7 De Niro is Canal, Canal is Robert De Niro; correct?

8 A. Yes.

9 Q. And so it was, as the final decision maker at Canal, your
10 decision to file a lawsuit against her; correct?

11 A. Yes.

12 Q. You didn't look at any records whatsoever before filing a
13 lawsuit against Ms. Robinson; correct?

14 MR. DROGIN: Objection.

15 THE COURT: Sustained.

16 Q. You just told your lawyer Tom Harvey to go after her, file
17 whatever he wanted to file for the lawsuit; correct?

18 MR. DROGIN: Objection.

19 THE COURT: Sustained.

20 Q. Sir, you would agree that rules are important for many
21 aspects of life; correct?

22 A. Right.

23 Q. Rules are important here in court about how the proceedings
24 will go?

25 A. Yes.

NAV5rob2

De Niro - Direct

1 Q. Rules that children have to follow in their classroom?

2 A. Yes.

3 Q. There are rules in sports?

4 A. Yes.

5 Q. It is important that those rules are clear; right --

6 A. Uh-huh. Yes.

7 Q. -- so that the participants, students, the players, they
8 know what they can do and what they can't do; correct?

9 A. Right.

10 Q. They conduct themselves in accordance with those rules;
11 right?

12 A. Right.

13 Q. You would agree it wouldn't be fair to just change the
14 rules; right?

15 MR. DROGIN: Objection.

16 A. Of course not.

17 THE COURT: The objection is sustained, and to the
18 extent that the witness is being asked about rules that pertain
19 to the rules at issue in this case, neither the lawyers nor the
20 witnesses decide what the rules are in this case. I decide
21 them and I will give you the instructions at the end of the
22 case. I am sure counsel agrees with that. Is that right?

23 MR. MACURDY: It was just an example, your Honor, yes,
24 I'm not -- your Honor makes the rules.

25 Q. But at Canal, sir, you made the rules; right?

NAV5rob2

De Niro - Direct

1 A. The rules are whatever they are supposed to be. They're
2 the rules of decency, of do unto others as you would have
3 others do unto you. That's all I know in my office. And there
4 are other legal rules that I have to follow and that I'm told,
5 look, you have to follow this, you have to follow that. That's
6 all, of course, within the whole structure of everything.

7 Q. Well, sir, you set the rules for Ms. Robinson's
8 compensation; right?

9 A. I'm sorry?

10 Q. You set the rules for Ms. Robinson's compensation; correct?

11 A. Yes.

12 Q. Including the job perks and the job benefits; right?

13 A. Yes.

14 Q. You were the person who authorized Ms. Robinson to charge
15 expenses to Canal; correct?

16 MR. DROGIN: Objection.

17 THE COURT: Can you limit it in terms of time period
18 or -- limit it somehow? The question is a little bit vague.

19 Q. Sir, during Ms. Robinson's employment at Canal, 2008 to
20 2019, you were the person who authorized Ms. Robinson to charge
21 expenses to Canal?

22 MR. DROGIN: Objection.

23 THE COURT: Are you saying that to the extent that the
24 expenses were authorized, they were authorized by him?

25 MR. MACURDY: Correct, that he was her supervisor.

NAV5rob2

De Niro - Direct

1 THE COURT: So did you have the power to authorize her
2 expenses?

3 THE WITNESS: Yes. Again, I -- the power to -- you
4 use common sense, good reason, and how you do those things and
5 that's just as simple as I can make it. Again, it is the honor
6 system. Do the right thing. Period.

7 BY MR. MACURDY:

8 Q. Canal did not have a written policy when it came to
9 expenses?

10 A. I don't know if it did.

11 MR. MACURDY: Your Honor, I would like to read from
12 Mr. De Niro's deposition, day two, page 270, line 24 to 271,
13 line 4.

14 MR. DROGIN: 270?

15 MR. MACURDY: Yes.

16 MR. DROGIN: Can I get the lines again, please?

17 MR. MACURDY: 24 to 4.

18 THE WITNESS: OK. Yes.

19 THE COURT: I assume no objection to it?

20 MR. DROGIN: We do have an objection. It is improper
21 impeachment. It doesn't -- improper impeachment.

22 THE COURT: Hold on for a second.

23 THE WITNESS: Impeachment? Am I being impeached?

24 Just kidding. Sorry. I had to say it. Sorry.

25 THE COURT: That is a case that -- OK. The objection

1 is overruled. Go ahead.

2 MR. MACURDY: (reading)

3 "Q You testified yesterday, did you not, that Canal has never
4 had written policies, correct?

5 "A Yes, I guess I did. Yes.

6 "Q And that's true, correct?

7 "A Yes."

8 That was your testimony, sir?

9 A. Yes.

10 Q. You generally had conversations with Ms. Robinson about
11 expenses orally rather than in writing; correct?

12 A. Yes.

13 Q. You actually left it to Ms. Robinson's discretion what
14 expenses she was authorized to charge to Canal?

15 A. Yes.

16 Q. You delegated that decision making to Ms. Robinson?

17 A. Yes.

18 Q. Because you trusted her?

19 A. Yes.

20 Q. She had earned your trust?

21 A. Yes.

22 Q. Over the course of over 10 years working for you; correct?

23 A. Yes.

24 Q. You wouldn't have kept her on all those years if she hadn't
25 earned your trust?

NAV5rob2

De Niro - Direct

1 MR. DROGIN: Objection.

2 THE COURT: Sustained.

3 Q. Sir, you did not require Canal employees to submit receipts
4 for their credit card expenses; right?

5 A. I'm not sure whether I had my burden to do that. I didn't
6 know whether that was a procedure that had to be done. That, I
7 was assuming, that Chase Robinson would be taking care of that.
8 Period. If it was necessary, she had to take care of that,
9 that was her job.

10 Q. Sir, you are not sure whether Canal employees had to submit
11 receipts for their credit card expenses. Is that your
12 testimony?

13 A. Believe it or not, I'm not sure. I'm not an accountant.

14 Q. You had your accountants looking at the bills for you;
15 right?

16 A. Yes. That's what they were supposed to do.

17 Q. How many company American Express cards did Canal have?

18 MR. DROGIN: Objection.

19 THE COURT: Basis?

20 MR. DROGIN: What period of time are we talking about?

21 THE COURT: Sustained.

22 Q. How many company American Express cards did Canal have from
23 2016 to 2019?

24 A. I don't know. There were a couple and we had at one point
25 talked about cutting that down I think, after Chase left,

NAV5rob2

De Niro - Direct

1 actually.

2 Q. So, sir, your testimony is you don't know how many company
3 AmEx cards Canal had during that time period?

4 MR. DROGIN: Objection.

5 THE COURT: Overruled.

6 A. Believe it or not, I don't. Again, I trusted what was
7 being done by Chase Robinson to make sure that it was just on
8 the up and up, everything was straightforward, do the right
9 thing. That's what it's about.

10 Q. So, sir, I suppose then you don't know which of the company
11 AmEx cards had the charges you are alleging are improper in
12 this lawsuit?

13 A. I'm sorry. Say that again?

14 Q. I suppose then that you don't know which of the company
15 AmEx cards had the improper charges that you are alleging in
16 this lawsuit?

17 MR. DROGIN: Objection.

18 THE COURT: Sustained as to form.

19 Q. Well, sir, I will represent to you that there was a company
20 AmEx card for Canal in Ms. Robinson's name. Are you aware of
21 that?

22 A. Say that again? Sorry.

23 Q. There was a company American Express card at Canal that was
24 in Ms. Robinson's name. Are you aware of that?

25 A. Yes, I am somewhat aware of that; yes.

NAV5rob2

De Niro - Direct

1 Q. Other employees at Canal had access to that card
2 information; correct?

3 A. I am not so sure that I know -- I knew that. I knew that
4 she had control over that card to make -- to facilitate
5 ordering things, doing whatever, paying for things; yes.

6 Q. So, sir, you brought this lawsuit against Ms. Robinson not
7 knowing whether other employees had access to that company AmEx
8 card?

9 MR. DROGIN: Objection.

10 THE COURT: Sustained.

11 MR. MACURDY: Mr. Kelly, can you bring up Plaintiff's
12 Exhibit 358?

13 Your Honor, I move to admit Plaintiff's Exhibit 358.

14 MR. DROGIN: Is there a second page?

15 MR. MACURDY: There is.

16 MR. DROGIN: A third page? No objection.

17 THE COURT: Received.

18 (Plaintiff's Exhibit 358 received in evidence)

19 MR. MACURDY: Mr. Kelly, can you somehow line up all
20 three pages?

21 MR. KELLY: Just two.

22 MR. MACURDY: I will take what I can get.

23 BY MR. MACURDY:

24 Q. This is an e-mail, sir, from Ms. Robinson to other Canal
25 employees Gillian Spear, Michael Kaplan, Sabrina Weeks-Brittan,

NAV5rob2

De Niro - Direct

1 Lulu White.

2 Do you see that?

3 A. Yeah.

4 Q. And there is a photo of the front of the AmEx?

5 A. Uh-huh. Yes.

6 Q. And the back of the AmEx. Do you see that?

7 A. Yes.

8 Q. Sir, no one else at Canal besides you knew the specifics of
9 what Ms. Robinson could or could not expense while she worked
10 at Canal; right?

11 MR. DROGIN: Objection.

12 THE COURT: Sustained.

13 Q. Canal's general counsel is Tom Harvey, as we have
14 discussed; correct?

15 A. Yes.

16 Q. Mr. Harvey was not present when you discussed expenses with
17 Ms. Robinson?

18 MR. DROGIN: Objection.

19 THE COURT: Do you have a time period in mind with
20 more specificity? The objection is sustained as to form.

21 Q. Between 2016 and 2019, Mr. Harvey was not present for your
22 discussions with Ms. Robinson about expenses; correct?

23 MR. DROGIN: Same objection.

24 THE COURT: Sustained.

25 Q. Sir, you never told Mr. Harvey about what Ms. Robinson

1 could expense at any time before she stopped working for you in
2 2019; correct?

3 MR. DROGIN: Objection.

4 THE COURT: Overruled.

5 A. Well, I didn't tell him because there is no reason to tell
6 him. We go over things and when there is something that's
7 spotted either by me or by Berdon and it is a legal problem,
8 then Tom is brought into it.

9 Q. And you never had a discussion with Ms. Robinson's expenses
10 with Ms. Chen at any point in Ms. Robinson's employment that
11 Ms. Chen was part of; correct?

12 MR. DROGIN: Objection.

13 THE COURT: Basis?

14 MR. DROGIN: Form.

15 THE COURT: Sustained.

16 Q. You allowed Ms. Robinson to charge more expenses than other
17 executive assistants at Canal; correct?

18 MR. DROGIN: Objection.

19 THE COURT: Overruled.

20 A. I allowed her to do things I felt was right and there were
21 times when she said to me she knew she had to ask me first.
22 Again -- and she did. And there were times, though, where she
23 would possibly do certain things that she thought she had the
24 right to do. I'm not so sure about that. Again, I trusted
25 her. Do the right thing. Act as if it is your money. You

1 have a responsibility to me and to the whole -- to the whole
2 enterprise.

3 Q. I would like to read from Mr. De Niro's deposition, day
4 two, page 256, lines 12 to 19.

5 MR. DROGIN: I don't believe that is the right page.

6 THE COURT: It can't be the right page.

7 MR.. MACURDY: I'm sorry. I meant 265. I apologize.
8 Lines 12 to 19, your Honor.

9 THE COURT: Any objection?

10 MR. DROGIN: Yes.

11 THE COURT: Sustained.

12 BY MR.. MACURDY:

13 Q. So, sir, you allowed Ms. Robinson to expense more because
14 she did more work for you; correct?

15 MR. DROGIN: Objection.

16 THE COURT: Sustained.

17 Q. You didn't care where Ms. Robinson worked from physically
18 so long as she got things done; correct?

19 A. Yes.

20 Q. And she did in fact get things done?

21 A. To my knowledge she did, yes.

22 Q. Well, you kept allowing her to work remotely at times;
23 correct?

24 A. I did. Yes.

25 Q. She was available to you by phone or e-mail, even when she

NAV5rob2

De Niro - Direct

1 wasn't in New York City; correct?

2 A. Yes.

3 Q. At times she would travel with you to London; right?

4 A. There might have been once that I remember. I don't know
5 any other times. I don't know. Maybe there was but I remember
6 one time.

7 Q. When she was in London without you she would run errands
8 for you there; right?

9 MR. DROGIN: Objection.

10 THE COURT: Time period?

11 MR. MACURDY: Any time between 2016 to 2019.

12 THE COURT: Why don't you establish foundation first
13 and then -- the objection is sustained.

14 BY MR. MACURDY:

15 Q. So, Mr. De Niro, you are aware that between 2016 to 2019
16 there were certain times when Ms. Robinson was working for you
17 out of London; correct?

18 A. Yes.

19 Q. And at times when she was there and you were not there, you
20 were aware she would be running errands for you during that
21 time period?

22 A. That was what my understanding was, yes.

23 Q. She would scout antique stores for you in London?

24 A. At one point there was a little of that, yes.

25 Q. She would purchase items there for you in the stores in

NAV5rob2

De Niro - Direct

1 London; correct?

2 A. I'm not sure whether she would -- I don't know if she sent
3 me pictures, maybe or -- we did go once one day, around to
4 certain antiques stores when I was in London and we were
5 together, yes, one time. That, I remember.

6 Q. Ms. Robinson even worked remotely for you from Los Angeles
7 for an entire year from late 2013 into 2014; right?

8 A. Yeah. If that's the date, yes.

9 Q. You approved that?

10 A. Yes.

11 Q. And you had her fly back to New York City a number of times
12 for work weeks during that year?

13 A. I don't remember what it was. I left that up to her. You
14 feel you have to come back, or if there were certain things she
15 should be in for, she knew if she had to come back. You know?
16 It wasn't often, though, it was just whenever.

17 MR.. MACURDY: Mr. Kelly, can you pull up Plaintiff's
18 Exhibit 368?

19 Your Honor, move to admit Plaintiff's Exhibit 368.

20 THE COURT: Any objection?

21 MR. DROGIN: No objection.

22 THE COURT: Received.

23 (Plaintiff's Exhibit 368 received in evidence)

24 BY MR. MACURDY:

25 Q. Sir, this is an e-mail from Ms. Robinson to you, July 9,

NAV5rob2

De Niro - Direct

1 2013, the subject is L.A. She writes, in the second paragraph:

2 Timing. I would like to go out to L.A. and find an
3 apartment in the next month or so since the summer is quiet and
4 there is time. I won't move until fall/winter and I expect to
5 spend more time in NYC this fall/winter with everything going
6 on.

7 Expenses: I can talk to Mark, but the expenses I have
8 in NYC are not the same expenses I would have in L.A. An
9 example is I don't need transportation since I have a car but I
10 would have a room in my apartment as my office, etc.

11 Do you see that, sir?

12 A. I do.

13 Q. And you actually -- you agreed to reimburse her for
14 different expenses in L.A., correct?

15 A. Yes. And again, it goes back to trust and the honor
16 system. Just do the right things, that's all. If you say this
17 is what you need, what you have to do, OK. Just do what's
18 right.

19 Q. And Canal paid \$2,000 a month for Ms. Robinson's apartment
20 rental; correct?

21 A. If that's what it was, that's what it was.

22 Q. And you chose that number because Canal had been paying
23 \$2,000 a month in her taxis and Ubers in New York City prior to
24 that; right?

25 MR. DROGIN: Objection.

NAV5rob2

De Niro - Direct

1 THE COURT: Sustained as to form.

2 Q. Well, sir, you came to this agreement with Ms. Robinson;
3 correct?

4 A. Sorry?

5 Q. You came to this agreement with Ms. Robinson about paying
6 for her apartment in L.A.; right?

7 A. If I -- if it's here and it says I did then I did. Again,
8 it all goes back to whatever is right. You decide. Within
9 reason. If I saw it was a lot I might say well, wait a minute,
10 let's pare this down. But otherwise, I didn't question it. I
11 said OK.

12 Q. In your discussions with her you discussed the \$2,000 a
13 month number because in New York she had been expensing \$2,000
14 a month in taxis but no longer would have that expense when she
15 had a car in L.A.; correct?

16 MR. DROGIN: Objection.

17 THE COURT: Sustained as to form.

18 THE WITNESS: Do I have to answer?

19 THE COURT: No.

20 THE WITNESS: Because I --

21 THE COURT: No, you can't answer.

22 THE WITNESS: OK. Sorry.

23 BY MR. MACURDY:

24 Q. Sir, you also agreed, in your conversations with
25 Ms. Robinson, that her flights between New York City and L.A.

NAV5rob2

De Niro - Direct

1 would be paid for by Canal's frequent flyer miles; correct?

2 A. I'm sorry. Can you repeat that?

3 Q. You also agreed with Ms. Robinson that her flights between
4 New York City and L.A. during that year would be paid for by
5 Canal's frequent flyer miles?

6 MR. DROGIN: Objection.

7 THE COURT: Overruled.

8 A. Yes. That was my understanding. Yeah.

9 MR. MACURDY: Mr. Kelly, can you pull up Plaintiff's
10 Exhibit 148?

11 Your Honor, I move to admit Plaintiff's Exhibit 148.

12 THE COURT: Any objection?

13 MR. DROGIN: We do object, your Honor.

14 THE COURT: Overruled. I will allow it.

15 (Plaintiff's Exhibit 148 received in evidence)

16 BY MR. MACURDY:

17 Q. Sir, this is an e-mail chain between you and Ms. Robinson
18 in 2014. The first in time e-mail she writes: Hi. I would
19 like to be in L.A. this weekend through Wednesday. Would this
20 be OK with you? I would leave Friday for L.A. Let me know so
21 I can work out the ticket.

22 You write back: How are you doing tickets?

23 She responds: Miles/purchase, depending on what we
24 have and what is the cheapest way to do it.

25 Do you see that, sir?

NAV5rob2

De Niro - Direct

1 A. Yes.

2 Q. There you authorized, back in 2014, the use of SkyMiles for
3 her flight to L.A. for the weekend; correct?

4 A. Yes.

5 Q. Sir, if an employee charged an expense to Canal that should
6 not have been charged, you would have known about it; correct?

7 MR. DROGIN: Objection.

8 THE COURT: Sustained.

9 Q. Sir, you run Canal; right?

10 A. Yes.

11 Q. Ultimately, it is your money at Canal; correct?

12 A. Yes, but it's being I'm again, trusting Chase to use that
13 money properly. Period. And anybody in the office.

14 Q. You paid attention to the expenses; correct?

15 MR. DROGIN: Objection.

16 THE COURT: Basis.

17 MR. DROGIN: It's vague, I don't understand what they
18 mean by that. I guess it is a form objection, really.

19 THE COURT: Overruled. The witness can answer if he
20 can.

21 Q. Sir, you paid attention to expenses at Canal; correct?

22 A. I paid attention in the big picture, I didn't look at the
23 small details. I expected, again, Chase to do what was right.
24 And anybody else in the office.

25 Q. Well, sir, between 2016 and 2019, if it came to be that an

NAV5rob2

De Niro - Direct

1 expense happened at Canal that shouldn't have happened, you
2 would expect to have known about it; correct?

3 A. Well, it would have been brought to my attention.

4 Q. Right. So you would have known about any improper
5 spending; correct?

6 MR. DROGIN: Objection.

7 A. Hopefully, yes.

8 THE COURT: Sustained.

9 Q. So you are saying you would know about improper spending
10 because your accountant would bring it to you; right?

11 MR. DROGIN: Objection.

12 THE COURT: Sustained. The previous question and
13 answer, the objection was sustained so that testimony is
14 stricken.

15 BY MR. MACURDY:

16 Q. You had accountants that worked for you at Canal; right?

17 A. Yes.

18 Q. Michael Tasch was the main accountant?

19 A. Yes.

20 Q. Michael Tasch served as checks and balances at Canal with
21 respect to expenses and spending in your opinion, correct?

22 A. Yes.

23 Q. If the accountants even sensed that something is out of
24 whack or improper, you instructed them to draw your attention
25 to it, correct?

NAV5rob2

De Niro - Direct

1 A. They knew automatically that they should draw my attention
2 to it.

3 Q. And you were aware that your accountants looked at all your
4 credit card statements, correct?

5 A. Yes, they should have. He should have.

6 Q. The accountants paid the bills for Canal?

7 A. Yes.

8 Q. Ms. Robinson did not pay the bills for Canal; correct?

9 A. No, but sometimes she would pay things with that credit
10 card and then they would get the bill but it was paid for
11 already and verified by Berdon, if you will.

12 Q. Right. Berdon, the accountants, paid those credit card
13 bills that you referenced; correct?

14 A. Yes.

15 Q. You met with your accountants regularly?

16 MR. DROGIN: Objection.

17 THE COURT: Basis?

18 MR. DROGIN: Form.

19 THE COURT: Can you provide a time period?

20 MR. MACURDY: Sure.

21 Q. Between 2016 and 2019 you met with your accountants on a
22 regular basis, at least several times a year?

23 A. Yeah, I would say -- well -- not that often but I did meet
24 with them.

25 Q. You had the opportunity to ask them questions when you met

NAV5rob2

De Niro - Direct

1 with them; correct?

2 A. Of course, yeah. We would go over everything.

3 Q. You would go over how much was charged to the credit cards?

4 A. Yes, I was made aware of that.

5 Q. And that was an opportunity for the accountants to bring
6 any issues with charges to your attention, correct?

7 A. Yes.

8 Q. Actually, in 2019 you met with your accountants Michael
9 Tasch and Mark Bosswick along with Ms. Robinson; right?

10 A. Yes.

11 Q. And the accountants didn't bring anything up about improper
12 expenses then; right?

13 A. No.

14 Q. If there was any problem with expenses you could have
15 addressed it at that meeting or any other; right?

16 A. Of course. Yup.

17 Q. That was your accountant's job?

18 A. Yes.

19 Q. That is what you paid them to do?

20 A. Yes.

21 Q. And you were the boss?

22 A. If you want to call it that, OK.

23 Q. And it was your money being spent at the end of the day,
24 right?

25 A. Yes.

NAV5rob2

De Niro - Direct

1 Q. Sir, I would like to turn specifically to each of the
2 claims in this case that Canal has brought against
3 Ms. Robinson, as we heard from your attorney in opening
4 statement.

5 A. What was that question again? Sorry.

6 Q. I would like to -- I was just letting you know that I would
7 like to turn to talk about each of your claims, that Canal has
8 made against Ms. Robinson in your lawsuit, that we heard from
9 your attorney in opening statement. The first one is about
10 vacation days that Ms. Robinson did or did not use.

11 A. Uh-huh.

12 THE COURT: You have o answer yes or no.

13 A. Yes. Yes.

14 Q. And your allegation pertains to what year, sir?

15 A. Pertains to what? Sorry.

16 Q. Pertains to what years?

17 A. My allegation?

18 Q. Canal's allegation.

19 A. Against her?

20 Q. Yes, sir.

21 A. What was it? Four years ago? I can't remember. Four and
22 a half. I'm not sure. Whatever it says.

23 Q. 2016 to 2018; right, sir?

24 A. OK. It is longer than -- that was the year? All right.

25 OK.

NAV5rob2

De Niro - Direct

1 Q. At the end of each of those years Canal would reimburse
2 Ms. Robinson for her leftover vacation days; right?

3 A. Yeah.

4 Q. Now, your lawyer said in opening statement that
5 Ms. Robinson paid herself those reimbursements. The truth is
6 you in fact approved those reimbursements, correct?

7 A. Yeah. I, again, it is all the honor system. I trust what
8 you are doing as long as you, you know, do the right thing. No
9 problem. I don't have to question anything. I don't want to.
10 But you have to do the right thing. Period. And I have
11 questions now even about that.

12 Q. So, sir, each of those years you approved --

13 A. Yes.

14 Q. -- those reimbursements?

15 A. Yes, I did approve it. What she did on those days saying
16 that she had a vacation and she worked, look, I said that's --
17 you do that, you go, you work. You are comfortable, I'm OK
18 with the Internet today, and this and that, it's OK, phones.
19 Blah, blah, blah. Again, it just gets down to doing the right
20 thing. I'm sorry.

21 Q. Sir, what are the days between 2016, '17, '18, when you
22 claim Ms. Robinson was really on vacation but said she was
23 working?

24 MR. DROGIN: Objection.

25 THE COURT: Well, sustained as to form.

1 Q. Let's start with year by year, sir. Let's talk 2018. What
2 were the days in 2018 when you allege, in Canal's lawsuit --
3 and you are the boss of Canal -- that Ms. Robinson was really
4 on vacation but she said she was working?

5 MR. DROGIN: Objection.

6 THE COURT: Sustained as to form. The objection, as I
7 understand it, is that it's not his claim, it is Canal's claim.

8 MR. MACURDY: Sure, your Honor.

9 Q. So, sir, I'm asking you for 2018, Canal's claim. Can you
10 tell us what are the vacation days that you allege Ms. Robinson
11 actually took in the year 2018?

12 MR. DROGIN: Objection.

13 THE COURT: The objection is sustained on the same
14 grounds.

15 BY MR. MACURDY:

16 Q. For 2018, sir, what are the vacation days that Canal
17 alleges Ms. Robinson actually took?

18 MR. DROGIN: Objection.

19 THE COURT: Overruled.

20 MR. DROGIN: Your Honor, may I be heard on that?

21 THE COURT: OK. Come up to side bar.

22 (Continued on next page)

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1 (At the sidebar)

2 MR. DROGIN: This is a 602 issue. There was a
3 30(b)(6) witness that was questioned about these
4 particular days. Mr. De Niro does not, and would not, have
5 knowledge of individual days. That's why he was not designated
6 as the 30(b)(6) witness on those specific questions. So he's
7 the wrong witness to ask.

8 THE COURT: I assume his answer would be "I don't
9 know." And that is permissible examination to bring out that
10 the head of the company doesn't know which particular days --

11 MR. DROGIN: But can it at least be phrased, do you
12 know, are you aware of which specifics days?

13 THE COURT: No, it doesn't need to be. They can
14 question him as a hostile witness. So the objection is
15 overruled.

16 MR. DROGIN: Okay.

17 (Continued on next page)

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NAV6ROB3

De Niro - Direct

1 (In open court)

2 THE COURT: Do you want me to have the court reporter
3 read back the question?

4 MR. MACURDY: I can say it again, your Honor.

5 BY MR. MACURDY:

6 Q. Sir, in 2018, what are the days that Canal alleges
7 Ms. Robinson took as vacation?

8 A. I don't know that specifically. I don't remember.

9 Q. For 2017, what are the days that Canal alleges Ms. Robinson
10 took as vacation?

11 A. I don't remember that specifically either.

12 Q. For 2016?

13 A. Same thing.

14 Q. What are the days that Canal alleges Ms. Robinson took as
15 vacation?

16 A. I don't remember. Again, I relied on --

17 THE COURT: You just answered the question. Next
18 question.

19 BY MR. MACURDY:

20 Q. Sir, on an average day, you would communicate with
21 Ms. Robinson multiple times, right?

22 A. Yeah.

23 Q. As you discussed, you would commonly speak with her before
24 9:00 a.m.?

25 A. There were a lot of times we would speak before 9:00 a.m.,

1 yes. The start of the day, yes.

2 Q. Mr. Kelly, I'd like to play Plaintiff's 336.

3 MR. MACURDY: I don't know if there's any objection,
4 your Honor.

5 MR. DROGIN: I don't know what it is. Is that one of
6 those we ID'd on --

7 MR. MACURDY: Yes.

8 MR. DROGIN: We had a relevance objection to this, and
9 I'm not sure what portion or portions are going to be played.

10 MR. MACURDY: Your Honor, we --

11 THE COURT: Do you have another line you can do just
12 before we let the jury go for their break, and then you can
13 address it?

14 MR. MACURDY: Yes, sir.

15 BY MR. MACURDY:

16 Q. So, sir, at the end of each year, 2016, 2017, 2018, you
17 would speak with Ms. Robinson about Canal employee compensation
18 issues?

19 MR. DROGIN: Objection.

20 THE COURT: Overruled.

21 A. Yes, we would speak of that.

22 Q. You spoke about year-end bonuses for Canal employees?

23 A. Yes.

24 Q. That would be when she would inform you how many leftover
25 vacation days she had, correct?

NAV6ROB3

De Niro - Direct

1 A. Yes, it was then, yes.

2 Q. So you would review the bonuses?

3 A. Yes.

4 Q. You would review Ms. Robinson's vacation days?

5 A. At that point, it would be the time, yes.

6 Q. You would either -- you could approve it or you could alter
7 it somehow, right?

8 A. Again, I was trusting what she's saying: I had these many
9 days, I took no vacations, I was working, though I was away in
10 Spain or in London or in LA. I was not -- I was working,
11 though I was in those places, and I said, okay, I take you at
12 your word, period.

13 Q. And this was a policy that you set as the boss of Canal,
14 correct?

15 A. It's not a policy, it's just common sense. That's my way
16 of doing things. Yes, if you want to call it a policy, right,
17 okay.

18 Q. The policy is that Ms. Robinson would be reimbursed for her
19 leftover vacation days?

20 A. If she worked and she said she did, I said okay, you get
21 reimbursed.

22 Q. And, by the way, each year, 2016, 2017, 2018, you're aware
23 that Canal's office was closed for the last two weeks of
24 September, correct?

25 A. Yeah, we would close it, yeah.

NAV6ROB3

De Niro - Direct

1 Q. In 2018, you approved Ms. Robinson's submission that she
2 hadn't had any workdays off that year, correct?

3 MR. DROGIN: Objection.

4 THE COURT: Overruled.

5 A. Would you ask the question again, please?

6 BY MR. MACURDY:

7 Q. In 2018, at the end of the year, you approved
8 Ms. Robinson's submission that she hadn't had any workdays off
9 that year?

10 A. If she pointed it out to me, I would undoubtedly, most
11 likely approve it. So, as I said, why would I not approve it?
12 If she said that's what it was, I said, okay, I believe you.

13 Q. And you knew she had traveled outside of the U.S. that
14 year, correct?

15 A. Yes.

16 Q. You knew she had traveled to London in October of 2018,
17 correct?

18 A. If it says that, then I did -- no, yeah.

19 Q. Mr. Kelly, can you pull up Plaintiff's Exhibit 180?

20 MR. MACURDY: Your Honor, I offer Plaintiff's 180.

21 MR. DROGIN: No objection.

22 THE COURT: Received.

23 (Plaintiff's Exhibit 180 received in evidence)

24 BY MR. MACURDY:

25 Q. These are texts, sir, between Ms. Robinson and you,

1 correct?

2 A. Yes.

3 Q. They are on September 30, 2018. She's sending you videos?

4 A. Yes.

5 Q. September 3, 2018, was a Sunday, correct?

6 A. If it says so, it was a Sunday, yeah.

7 Q. Can we go to the next page, Mr. Kelly? The next page.

8 These are pictures from Ms. Robinson in London on
9 September 30, 2018, a Sunday, correct?

10 A. Okay. Yes.

11 THE COURT: Is there a stipulation between the parties
12 that September 30, 2018, is a Sunday?

13 MR. MACURDY: I provided a stipulation, your Honor. I
14 haven't heard back.

15 MR. SCHOENSTEIN: We stipulated to the calendar, your
16 Honor. And if counsel is consistent with that calendar, that's
17 fine.

18 THE COURT: So that's stipulated. We don't have to
19 have the witness guess as to whether September 30, 2018, was a
20 Sunday.

21 MR. MACURDY: Thank you, your Honor.

22 BY MR. MACURDY:

23 Q. So, sir, you were aware that she was in England here in
24 September and October 2018, correct?

25 A. Yes.

NAV6ROB3

De Niro - Direct

1 Q. So then if the 30th was a Sunday, October 1st would have
2 been a Monday, right?

3 A. You're saying if it was a Sunday, October -- what?

4 Q. There are 30 days in September. Stands to reason that
5 October 1st is a Monday, correct?

6 A. If that's what it is, that's what it is.

7 Q. Ms. Robinson texted you: Call me when you can?

8 A. Okay. Yes.

9 Q. October 2, text you: Info, breed, age, and weight.
10 October 3: Can you send me the info on the dogs?

11 Do you see that?

12 A. Yes.

13 Q. You're aware that she was still in England at that time?

14 A. Yes.

15 Q. Mr. Kelly, can you go to the next text?

16 October 4: Were you texting me photo?

17 October 4: I'm on with the tech guy. Computer in
18 office has been broken.

19 She was still in England during that time, right?

20 A. She was still in London.

21 Q. Okay. So, Mr. Kelly, can you pull up Plaintiff's
22 Exhibit 36B?

23 MR. MACURDY: Your Honor, I move to admit Plaintiff's
24 36B.

25 THE COURT: Any objection?

NAV6ROB3

De Niro - Direct

1 MR. DROGIN: No.

2 THE COURT: Received.

3 (Plaintiff's Exhibit 36B received in evidence)

4 BY MR. MACURDY:

5 Q. So, Mr. De Niro, the first in time e-mail here, the
6 8:59 a.m. at the bottom, this was an example of one of those
7 e-mails we were talking about where Ms. Robinson sends you
8 proposed bonuses and vacation day payback.

9 Mr. Kelly, if you can pull up what comes up on the
10 next screen?

11 Do you see that, sir?

12 A. Yes.

13 Q. And then you wrote back to this, okay. Right?

14 A. Okay. Yes.

15 Q. Then she wrote back to you again and wrote, meaning these
16 amounts are okay and I'll submit them? And then you responded,
17 yes. Do you see that?

18 A. Yes, yes.

19 Q. You didn't ask, what about the England trip you went on
20 two months ago and sent me pictures, right?

21 A. Okay.

22 Q. You didn't say, is this really right. Right?

23 A. No.

24 Q. You didn't say, Chase, I'm worried about you not having a
25 single day off this year, right?

1 MR. DROGIN: Objection.

2 THE COURT: Overruled.

3 A. What was the question again?

4 BY MR. MACURDY:

5 Q. You did not write back saying, Chase, I'm worried about you
6 not having a single day off this year, right?

7 A. No, because I knew that she was able to take the time that
8 she wanted during those days that she worked. She's over
9 there. I don't know what employer does that, and some people
10 do. I thought I was being very nice about it, and I never
11 questioned it, ever. So whatever little time she took off,
12 which is normal, I'd say fine, no, she was okay, because she
13 would tell me if she wasn't.

14 Q. Right, because you were a generous boss. Right, sir?

15 A. I was just, you know, trying to do what's right. That's
16 all.

17 Q. And you approved these vacation days. Right --

18 A. What I thought was right.

19 Excuse me?

20 Q. You approved this e-mail she submitted to you. Right?

21 A. Yeah.

22 Q. And, Mr. Kelly, can you pull up Plaintiff's 36A?

23 MR. MACURDY: Your Honor, I move 36A into evidence.

24 THE COURT: Any objection?

25 MR. DROGIN: No objection.

1 THE COURT: Received.

2 (Plaintiff's Exhibit 36A received in evidence)

3 BY MR. MACURDY:

4 Q. Mr. De Niro, this e-mail is then Ms. Robinson in
5 December 2018 sending that list that you approved to your
6 accountant, Michael Tasch, cc'ing you, correct?

7 A. Right.

8 Q. The truth is, sir, you have no reason to doubt that she was
9 working while she was in London. Right?

10 MR. DROGIN: Objection.

11 THE COURT: Sustained.

12 BY MR. MACURDY:

13 Q. Now, turning to 2017, Ms. Robinson submitted to you that
14 she hadn't had any days off that year, correct?

15 MR. DROGIN: Objection.

16 THE COURT: Overruled.

17 A. She -- I'm sorry?

18 Q. In 2017, Ms. Robinson submitted to you at the end of the
19 year that she hadn't had any days off, workdays off that year?

20 A. That's what she said.

21 Q. And you knew that she had traveled that year as well,
22 correct?

23 A. Yes.

24 Q. Mr. Kelly, can you pull up Plaintiff's 212?

25 MR. MACURDY: Your Honor, I move Plaintiff's 212 into

NAV6ROB3

De Niro - Direct

1 evidence.

2 THE COURT: Any objection?

3 MR. DROGIN: No objection.

4 THE COURT: Received.

5 (Plaintiff's Exhibit 212 received in evidence)

6 BY MR. MACURDY:

7 Q. Mr. De Niro, this is an e-mail exchange between
8 Ms. Robinson and you in April and May of 2017. The first in
9 time e-mail she writes about dates when she will be away, and
10 she writes in the third sentence: I'll be working normal NYC
11 hours while I'm away so no one misses me too much, but I'll be
12 able to have a little down time in the morning which I greatly
13 appreciate. I'll be in London for most of the time, but might
14 jump over to Madrid with a friend for a few days here and
15 there. I can't thank you enough for my 35th-birthday trip.

16 Do you see that, sir?

17 A. Yes.

18 Q. And she wrote thank you because you, in fact, paid for
19 20 days of her hotel stay in London?

20 A. Okay.

21 Q. You knew she was in London, correct?

22 A. Yes.

23 Q. You approved her reimbursement for unused vacation days in
24 2017, right? That's correct, sir?

25 A. Yes.

1 MR. MACURDY: Mr. Kelly, can you pull Plaintiff's 36C?
2 Your Honor, I move to admit 36C.

3 THE COURT: Any objection?

4 MR. DROGIN: None.

5 THE COURT: Received.

6 (Plaintiff's Exhibit 36C received in evidence).

7 BY MR. MACURDY:

8 Q. Mr. De Niro, this is the 2017 year-end email from
9 Ms. Robinson sending to the accountant the bonuses and
10 vacation days and cc'ing you. Do you see that?

11 A. Mm-hmm, yeah.

12 Q. You didn't say, hey, what about the birthday trip I sent
13 you on?

14 A. No.

15 Q. Turning to 2016. Ms. Robinson submitted to you at the end
16 of the year that she hadn't had any workdays off that year,
17 correct?

18 MR. DROGIN: Objection.

19 THE COURT: Overruled.

20 A. Again, if she said that, then I said, okay, I have no
21 reason to not believe you.

22 BY MR. MACURDY:

23 Q. You knew that Ms. Robinson had traveled that year, correct?

24 A. Yes.

25 Q. And you, in fact, approved her reimbursement for unused

NAV6ROB3

De Niro - Direct

1 vacation days, correct?

2 A. Yes.

3 MR. MACURDY: Mr. Kelly, Plaintiff's 36D.

4 Your Honor, I move to admit 36D.

5 THE COURT: Any objection?

6 MR. DROGIN: We do object to this.

7 A. Are you asking me something?

8 THE COURT: Are you offering anything above the bottom
9 e-mail, Counsel?

10 MR. MACURDY: I suppose I -- I don't know what the
11 objection is to, your Honor, I don't need the last in time
12 e-mail at the top.

13 THE COURT: My question to is are you offering
14 anything above the bottom e-mail?

15 MR. MACURDY: And the one above.

16 THE COURT: All right. Then that is -- the objection
17 is sustained.

18 MR. MACURDY: Oh, I'm sorry, your Honor, you're right.

19 THE COURT: I'm sorry, I see that Mr. De Niro's copied
20 on that one. So the one above is received. The top e-mail is
21 not received, and you can only publish to the jury the bottom
22 two e-mails.

23 MR. MACURDY: Understood, your Honor.

24 (Plaintiff's Exhibit 36D received in evidence)

25

NAV6ROB3

De Niro - Direct

1 BY MR. MACURDY:

2 Q. So, sir, the bottom in time e-mail is Ms. Robinson writing
3 to you the end of 2016, again, with the list of bonuses and her
4 vacation day payback numbers, correct?

5 A. No, no -- yes.

6 Q. And then she forwards that on to the accountants, cc'ing
7 you saying: Hi, Bob has approved the numbers below.

8 A. If she did, yes.

9 Q. Sir, if Ms. Robinson ended up working on a vacation day,
10 you would leave it up to her whether it would count as a
11 vacation day or not, right?

12 A. Yes.

13 Q. You did not impose any clear rules on when a vacation day
14 would be reimbursed, right?

15 A. No.

16 Q. You left that up to Ms. Robinson's discretion?

17 A. Yeah, I mean, if there was something I would see that I
18 would point it out. But there were -- those times never
19 happened as far as I remember, yeah, I left it up to her.

20 Q. And there was no document or interaction with Ms. Robinson
21 in the years 2016, 2017, or 2018 that made you think
22 Ms. Robinson was not actually working on those days, right?

23 MR. DROGIN: Objection.

24 THE COURT: Overruled.

25 A. No, again, it was the honor system. I never, never thought

1 she wouldn't be doing what she's saying she's doing.

2 THE COURT: Counsel, it's now 11:20, is it a
3 convenient time for a break?

4 MR. MACURDY: Yes, your Honor.

5 THE COURT: Members of the jury, we'll take a
6 15-minute break now. Please don't talk amongst yourselves or
7 with anyone else about the case and don't do any research about
8 the case. Enjoy your break.

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1 (Jury not present)

2 THE COURT: Mr. De Niro, you may step down.

3 You may be seated.

4 There was an objection to one of the audio tapes. I'm
5 prepared to hear that now or if counsel thinks that it would be
6 useful for them to confer for a minute or two, we can address
7 it right before the jury comes back in.

8 What's plaintiff's preference?

9 MR. MACURDY: Your Honor, I'm just not sure what is
10 the purpose of exchanging the exhibits with defense counsel and
11 then tell us that they're not objecting, and then we get up
12 there and they start objecting.

13 THE COURT: I have that question also.

14 MR. DROGIN: There was an objection to this, and I
15 think there were standing objections regarding --

16 THE COURT: I don't think that I was informed that
17 there was an objection as to this audio tape. But let's
18 address that issue later. With respect to this audio tape,
19 what is the objection?

20 MR. DROGIN: I don't know which portion they are
21 offering. Some of these requests --

22 THE COURT: I'm going to come back out in ten minutes.
23 You're going to meet and confer. We are going to bring the
24 jury out in 15 minutes. So I'll address any objection that
25 remains when I come back out onto the bench. My expectations

1 going forward is that if the exhibits are shared in advance of
2 the witness' testimony, which is what I've directed, that I be
3 informed of any objections the night before. And that when the
4 exhibit is offered into evidence, there's not time wasted while
5 counsel looks at what the exhibit is.

6 Counsel should have a list of what those exhibits are,
7 and when plaintiff's counsel says Exhibit 1, 2, 3, and it's on
8 the list that you haven't objected, you simply say no
9 objection.

10 All right. See you in a minute or two.

11 (Recess)

12 THE COURT: All right. Has an agreement been reached?

13 MR. MACURDY: Yes, your Honor, essentially two
14 exhibits, very short audio, I understand that we have
15 agreement, we can just play both.

16 THE COURT: All right. Good. If my rules are not
17 clear, I will make them clear now.

18 If an exhibit has been shared the night before, and I
19 don't receive an e-mail by midnight of that night indicating
20 that there's an objection, then any objection is deemed waived.
21 And I'm indicating that on the assumption that both sets of
22 attorneys will be careful and will only make an objection when
23 they are well founded and not just as a precautionary measure.

24 Any reason why we shouldn't bring in the jury?

25 MR. MACURDY: Really quickly, when I'm asking

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De Niro - Direct

1 questions about Mr. De Niro, what the allegations are, and
2 you're sustaining objections, is it simply because I'm not
3 saying they are Canal's allegations or something else?

4 THE COURT: Sometimes it's as to the form, it's Canals
5 allegations. It's sometimes there are other issues with
6 respect to the form. I can't bring back my mind the basis for
7 each sustaining of an objection. But we should put the witness
8 back on the stand and let's bring in the jury.

9 Do we have the witness?

10 MR. HANNAFAN: I think he was taking a break,
11 your Honor.

12 THE COURT: Okay. I did indicate till 11:35, so we're
13 not quite there yet.

14 All right. Let's bring in the jury.

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1 (Jury present)

2 THE COURT: You may continue.

3 MR. MACURDY: Thank you, your Honor.

4 Your Honor, I'd like to admit into evidence and play
5 Plaintiff's 336.

6 THE COURT: It may be done. It's received.

7 (Plaintiff's Exhibit 336 received in evidence)

8 (Audio played)

9 BY MR. MACURDY:

10 Q. Sir, that was your voice?

11 A. Yes.

12 Q. That was you leaving a voicemail for Ms. Robinson?

13 A. Yes.

14 Q. You said it was 6:00 a.m. on a Sunday?

15 A. I -- can you replay it because I --

16 Q. I'm not going replay it given time constraints, sir, but
17 did you hear that it said you were calling at 6:00 a.m. on a
18 Sunday?

19 A. Okay.

20 Q. And you're calling about accessing your computer?

21 A. Okay. Yes.

22 MR. MACURDY: Your Honor, I'd like to admit and play
23 Plaintiff's 343.

24 THE COURT: Okay. It's received.

25 (Plaintiff's Exhibit 343 received in evidence)

NAV6ROB3

De Niro - Direct

1 A. Where was she, in Europe?

2 (Audio played)

3 BY MR. MACURDY:

4 Q. That was your voice, sir?

5 A. I don't know if that was my voice. Can I hear it again?

6 Q. Sir, another claim that Canal has brought against
7 Ms. Robinson pertains to meal expenses, correct?

8 A. I'm sorry. Can I not hear my voice again? That might not
9 have been me. It might have been Michael Kaplan.

10 THE COURT: The answer stands. Your lawyer can play
11 it back if he wants. They are not required to play it back.

12 BY MR. MACURDY:

13 Q. So, sir, my next question is whether another claim that
14 Canal has brought against Ms. Robinson pertains to meal
15 expenses over a two-year period at the end of her employment?

16 A. Can you repeat that question, please?

17 Q. Is Canal bringing a claim here in your lawsuit against
18 Ms. Robinson that pertains to her expensing meals in 2017,
19 2018, 2019?

20 A. I don't know -- it would be about the ones that she -- a
21 certain restaurant up near her, where she lived. That is what
22 I think it is. Maybe there's other things too, but...

23 Q. And, sir, that's, once again, based on charges that appear
24 on this Canal company American Express card that was in
25 Ms. Robinson's name, right?

NAV6ROB3

De Niro - Direct

1 A. Okay, yes.

2 Q. As we talked about all Canal employees had that card
3 number?

4 A. I'm not sure if they all had it. And if they had it, then
5 they could use it when they were told they could.

6 Q. Sitting here today, you don't know who from Canal was
7 making any particular charge on the Canal Amex card in
8 Ms. Robinson's name, correct?

9 A. No, but that's Chase's -- it was her domain, if you will,
10 or responsibility.

11 Q. And Canal has brought this lawsuit against Ms. Robinson
12 without knowing who charged what meals on the company card,
13 correct?

14 MR. DROGIN: Objection.

15 THE COURT: Sustained.

16 BY MR. MACURDY:

17 Q. You had a number of conversations with Ms. Robinson over
18 the years about the expenses that she could reimburse, correct?

19 A. Yeah, most likely, yeah.

20 MR. MACURDY: Mr. Kelly, can you pull up
21 Plaintiff's 149?

22 Your Honor, I move to admit 149.

23 THE COURT: Any objection?

24 MR. DROGIN: No.

25 THE COURT: Received.

1 (Plaintiff's Exhibit 149 received in evidence)

2 BY MR. MACURDY:

3 Q. Sir, this is an e-mail from Ms. Robinson to you, July 18,
4 2017. I'm not going to read the whole thing, but the fourth
5 paragraph down: When it comes down to it, I have to look at
6 the reality for me, and how I can accomplish a balance. The
7 past two years have been difficult. The raise and expenses can
8 help me.

9 Do you see that, sir?

10 A. Yes.

11 Q. Now, the raise that you talked about in 2017 was moving
12 Ms. Robinson's holiday bonus to become part of her annual
13 salary. Do you recall that?

14 A. Well, I don't, but if it -- if it says it is, then that's
15 what it was.

16 Q. And so her annual salary went from 150,000 to 175,000 at
17 that time, correct?

18 A. Okay, yes.

19 Q. At this particular conversation she referenced was about
20 confirming Ms. Robinson would regularly work out of her home in
21 Manhattan as opposed to Canal's office. Do you recall that?

22 A. I'm sorry? Say that again.

23 Q. This particular conversation that she's referencing here in
24 2017, pertained to you all discussing and agreeing that she
25 would work based out of her home in Manhattan as opposed to out

NAV6ROB3

De Niro - Direct

1 of the Canal office. Do you remember that?

2 A. Yeah, I mean, it was like a sort of temporary situation,
3 and when needed, it was, again, it was okay with me.

4 Q. And you discussed how Canal would pay for Internet in
5 Ms. Robinson's house?

6 A. We could have.

7 Q. You discussed how she would be able to expense
8 transportation to the office?

9 A. Not sure about that. I might have said okay, but I'm not
10 sure.

11 Q. Including Ubers and taxis?

12 A. Exactly, I'm not sure.

13 Q. You discussed how she could expense meals while she was
14 working at home?

15 A. I don't remember.

16 Q. Now, those expenses that we just discussed, you consider
17 them business expenses of Canal, correct?

18 MR. DROGIN: Objection.

19 THE COURT: Sustained.

20 BY MR. MACURDY:

21 Q. Now, what do Canal's claims relating to meal expenses, what
22 are the specific types of charges that Canal is alleging were
23 improper based on where the charges were made? What vendor or
24 restaurant?

25 A. You mean what were the charges -- say that again? Sorry.

1 Q. Like, what restaurants do Canal's claims relate to in terms
2 of improper meal expenses?

3 A. I don't know. What is the question. I'm not understanding
4 the question.

5 Q. Canal has alleged that Ms. Robinson improperly expensed
6 meals during 2017, 2018, 2019, right?

7 A. Yeah, kind of, yeah.

8 Q. And where do you allege those improper meal expenses took
9 place?

10 A. She was saying that she was working out of her house, and
11 then ordering the meals from this restaurant as if it was at my
12 office. I don't know. It was just -- again, it was the honor
13 system. Do the right thing. I'm -- I was not so sure about
14 that. I'm hearing about it.

15 She took liberties in ways that -- I don't know. Even
16 the Ubers and Ubers in the city, one thing, but then outside
17 the city, in other countries and other cities in other
18 countries, I don't know.

19 THE COURT: Sir, I think you were just asked what
20 restaurant do you understand the improper meals were being
21 billed do for?

22 A. What restaurant? I don't know. Just something not as
23 elaborate as the thing that she was ordering supposedly at,
24 that was a restaurant that I would go to around the corner.

25 THE COURT: Do you remember the name?

1 THE WITNESS: Paola, place called Paola's.

2 BY MR. MACURDY:

3 Q. Anywhere else that you allege improper meals?

4 A. I don't know where.

5 Q. You would agree that Canal employees could expense working
6 meals, correct?

7 MR. DROGIN: Objection.

8 THE COURT: What's the basis?

9 MR. DROGIN: Well, form, can we get a clarification
10 between lunch and dinner?

11 THE COURT: Objection is overruled. But maybe limit
12 yourself for a particular time period.

13 BY MR. MACURDY:

14 Q. So during 2017 through 2019, you would agree that Canal
15 employees could expense their working meals, correct, sir?

16 A. If they were actually working, of course. Lunch, dinner
17 was more -- would not -- that would -- as far as I know, be
18 something. And if she was doing that, dinners, that was
19 definitely suspect to me.

20 Q. So I'm clear, sir, a working dinner could or could not be
21 expensed from 2017 to 2019?

22 A. If it was a working dinner, of course. At the office. If
23 you're at your home, I'm not sure, you know. Knowing me, it's
24 okay, do it. But it was done on a regular basis, apparently,
25 and I -- no, look.

NAV6ROB3

De Niro - Direct

1 Q. You left it up to Ms. Robinson's discretion about --

2 A. Again, up to her discretion. Up to her discretion. Yes.

3 Q. You left it up to Ms. Robinson's discretion the amount that
4 could be expensed for a meal, correct?

5 A. Again, yes. Up to her discretion, the amount, of course.

6 Q. You left it up to commonsense, right?

7 A. Yes.

8 Q. Commonsense is not a clear direction, is it?

9 A. Well, to me it is in a way. If there's a -- if something
10 she wants to go beyond that, she would ask me. And maybe times
11 she didn't ask me.

12 Q. As you mention Paola's, this restaurant, it's actually a
13 restaurant you ate at as well, right?

14 A. Yes.

15 Q. It's actually near your daughter's school?

16 A. Well, yeah, it's -- but that was no reason we ate there.
17 We just liked the restaurant.

18 Q. You ate there enough that Paola's knew which specific table
19 you liked, right?

20 A. Yes, so what?

21 Q. It was the table on the back wall on the right-hand side of
22 the restaurant?

23 A. What are you getting at? I'm sorry. What are we talking
24 about?

25 THE COURT: I'm going to sustain the objection to

1 that. We don't need to know which table.

2 BY MR. MACURDY:

3 Q. Ms. Robinson made you reservations for Paola's?

4 A. She did.

5 Q. She would send you the Paola's menu?

6 A. She -- yes.

7 Q. Sometimes Ms. Robinson paid for your Paola's with the Canal
8 Amex card in her name, correct?

9 A. Yes. And many times I paid myself when I was there, just
10 gave my credit card.

11 Q. In 2017, you could use Ms. Robinson's credit card that was
12 on file, the credit card in her name at Paola's?

13 A. I don't remember that, when I was there, I paid with my own
14 credit card. There were times we ordered and then she would
15 use her credit card, say, to take out or something, take out a
16 couple of times, brought to the house, whatever.

17 MR. MACURDY: Mr. Kelly, can you bring up
18 Plaintiff's 249?

19 Your Honor, I move to admit 249.

20 MR. DROGIN: No objection.

21 THE COURT: Received.

22 (Plaintiff's Exhibit 249 received in evidence)

23 MR. MACURDY: You can blow up the top half, Mr. Kelly.

24 BY MR. MACURDY:

25 Q. Sir, this is a text exchange between you and Ms. Robinson.

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De Niro - Direct

1 Do you see that?

2 A. Yes.

3 Q. March 26, 2017, she writes there, third line down: My
4 credit card is on file at Paola's. Use phone number --
5 redacted -- under Robinson.

6 Do you see that?

7 A. Yes.

8 Q. As we discussed Ms. Robinson would pick up food for you
9 from Paola's at certain times?

10 A. I'm not sure. I had someone pick it up, not necessarily
11 her. She would order it, if I took out.

12 MR. MACURDY: Your Honor, I'd like to read from
13 Mr. De Niro's deposition day two, Page 329.

14 THE COURT: Any objection?

15 MR. MACURDY: Lines 8 to 10.

16 MR. DROGIN: No objection.

17 THE COURT: You may do so.

18 BY MR. MACURDY:

19 "Q. And at times, Ms. Robinson would pick up food for you from
20 Paola's, correct?

21 "A. Yes."

22 You gave that testimony, sir?

23 A. Yes. She -- I did, but I also had other people pick it up.
24 It doesn't matter, it's fine.

25 Q. Ms. Robinson paid for these purchases that we just

NAV6ROB3

De Niro - Direct

1 discussed for you with the company American Express card in her
2 name, correct?

3 A. Yes.

4 Q. It's reflected in the credit card statements, correct?

5 A. Yes.

6 Q. The accountants paid those bills every month we discussed?

7 A. Yes.

8 Q. Your accountants never flagged any concern about meal
9 expenses on the Canal Amex in Ms. Robinson's name during the
10 11 years she worked with you, right?

11 MR. DROGIN: Objection.

12 THE COURT: Why don't you limit it in terms of time
13 period?

14 BY MR. MACURDY:

15 Q. Your accountants never flagged any concerns about meal
16 expenses on the Canal Amex in Ms. Robinson's name from 2017 to
17 2019, correct?

18 A. Excuse me. I don't remember, but that doesn't mean they
19 might have. Maybe should have, but they were, again, trusting
20 of what she was doing. Because of me, you know, it's...

21 Q. Sir, it's true that Canal is seeking in their lawsuit
22 against Ms. Robinson damages based on every single charge to
23 Paola's, as well as other establishments, to the Canal Amex
24 card in her name from 2017 to 2019, correct?

25 MR. DROGIN: Objection.

1 THE COURT: Overruled. He can be asked about his
2 understanding.

3 A. It appears there were times that she did it and maybe it
4 wasn't appropriate.

5 BY MR. MACURDY:

6 Q. But Canal has sued her for every single charge to Paola's
7 during that time period, correct?

8 A. That -- I wasn't looking at those bills. My accountant,
9 maybe he missed those, I don't know, you know. That's why it's
10 up to her to do what's right, period.

11 Q. Sir, you are Canal, and Canal is you, right?

12 THE COURT: Sustained. Next question.

13 BY MR. MACURDY:

14 Q. So it's not Canal's position, is it, sir, that every single
15 charge on the Amex in Ms. Robinson's name for Paola's was
16 improper, correct?

17 MR. DROGIN: Objection.

18 THE COURT: Sustained.

19 BY MR. MACURDY:

20 Q. Sitting here today, sir, you don't personally know one
21 specific charge for food on the Amex in Ms. Robinson's name
22 that was inappropriate from 2017 to the end of her employment
23 at Canal?

24 MR. DROGIN: Objection.

25 THE COURT: Overruled.

1 A. There were, and my lawyer pointed out to me, we looked it
2 over and it was pointed out to me that this is what she had
3 done, ordered these things while at home, which, you know,
4 again, I leave it up to her.

5 BY MR. MACURDY:

6 Q. Sitting here today, sir, you don't personally know one
7 single charge?

8 A. I'm not supposed to. I'm sorry. I don't know those
9 things.

10 Q. Another one of Canal's claims is that Ms. Robinson took too
11 many Ubers that were charged to Canal and reimbursed in 2017 to
12 2019, right?

13 A. Yes.

14 Q. And that is also based on charges that appear on a Canal
15 company credit card in Ms. Robinson's name, right?

16 A. Yeah.

17 Q. Sitting here right now, you don't know who from Canal was
18 making any particular Uber or taxi charge on the Canal Amex in
19 Ms. Robinson's name, right?

20 MR. DROGIN: Objection.

21 THE COURT: Overruled.

22 A. So what's the question?

23 BY MR. MACURDY:

24 Q. Well, sitting here right now, sir, you don't know who from
25 Canal was making any particular Uber or taxi charge on the

1 Canal American Express card from 2017 to 2019, a card that was
2 in Ms. Robinson's name, correct?

3 A. I'm not sure if that question means are we sure it's Chase
4 Robinson who made those Uber trips or some other employee in
5 the place.

6 Q. That's what I'm asking you, sir.

7 A. I don't know that, but I think we've pulled it or discerned
8 that most of them were her, there might have been others in the
9 office for various reasons who needed to use an Uber for
10 carrying stuff or whatever.

11 THE COURT: I should say that the question doesn't go
12 to what you know through counsel, but whether independently of
13 anything you may have heard from counsel, do you know about the
14 charges, which charges were from Ms. Robinson or and which
15 charges were elsewhere. You're not asked about conversations
16 with counsel or work product with counsel. Just asked
17 independent of anything that you may have learned through
18 counsel, do you have that information.

19 THE WITNESS: No.

20 BY MR. MACURDY:

21 Q. Are you aware, sir, that Ubers for your kids were paid for
22 with the Canal American Express card in Ms. Robinson's name
23 from 2017 to 2019?

24 A. Good chance of that, yes.

25 Q. Are you aware that Ubers for other Canal employees were

NAV6ROB3

De Niro - Direct

1 paid for with the Canal Amex card in Ms. Robinson's name from
2 2017 to 2019?

3 A. No. But I'm not surprised.

4 Q. Ms. Robinson would need to take Ubers or taxis for any
5 number of work products from 2017 to 2019, correct, work
6 purposes?

7 THE COURT: You said --

8 MR. MACURDY: Sorry, your Honor.

9 BY MR. MACURDY:

10 Q. Is that right, sir?

11 A. She should take them for the times that she should take
12 them. My personal feeling is she took them all the time
13 feeling she was an executive and had the right.

14 Again, what do I say? You know, you tell me, you're
15 going to be -- you want to do what's right or you're
16 overreaching, taking advantage of -- you know, that's wrong.

17 Q. Let's talk about the townhouse, Ms. Robinson had to
18 transport a number of items to the townhouse that required
19 being in a car in 2018 and 2019, right?

20 A. You mean carrying stuff or transporting stuff?

21 Q. Correct.

22 A. That would be okay.

23 Q. So were you aware when you brought -- when Canal brought
24 these charges that she transported six dehumidifiers to the
25 townhouse to address potential mold?

NAV6ROB3

De Niro - Direct

1 A. That's okay, if she had to carry them, she had to use
2 transportation, Uber or whatever.

3 Q. Were you aware when Canal brought these charges that she
4 washed the bed sheets and towels for the townhouse at her home
5 and had to transport them over to the townhouse?

6 A. If she did that, she did it once and that was all. You're
7 making it out like she's out scrubbing the floors in front of
8 the building, out scrubbing the floors and mopping and on her
9 knees, jeez.

10 Q. Were you aware when Canal brought its lawsuit against
11 Ms. Robinson that supplies for the townhouse were delivered to
12 Ms. Robinson's house because there was no doorman at the
13 townhouse?

14 A. The what?

15 Q. Were you aware when Canal brought its lawsuit against
16 Ms. Robinson, that supplies for the townhouse were delivered to
17 Ms. Robinson's home because there was no doorman at the
18 townhouse?

19 A. The flies?

20 Q. Supplies, sir?

21 A. I don't understand the word.

22 (Continued on next page)

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NAV5rob4

De Niro - Direct

1 BY MR. MACURDY: (continuing)

2 Q. Were you aware, when Canal brought its lawsuit against
3 Ms. Robinson, that supplies, items, furniture, were delivered
4 to Ms. Robinson's home because there was no doorman at the
5 townhouse?

6 A. You are calling them slides?

7 Q. Supplies. S-U-P-P-L-I-E-S.

8 A. Supplies. Oh, OK. I genuinely did not understand what you
9 said. Yeah, they are delivered to her house. So, what's your
10 point?

11 Q. She would need to use an Uber or taxi to transport them to
12 the townhouse?

13 A. That would be different. Of course.

14 Q. Were you aware, when Canal brought its lawsuit against
15 Ms. Robinson, that she would transport lamps and ceramics from
16 the antique store to the townhouse to decorate it?

17 A. No problem.

18 Q. Now, you also expected Ms. Robinson to be available for you
19 to contact; right?

20 A. Yeah, like as always.

21 Q. It didn't matter if she was at, for example, a funeral;
22 right?

23 A. No. It did matter. I'm not going to call her at a
24 funeral. And if I called her at a funeral, I didn't know she
25 was at a funeral.

NAV5rob4

De Niro - Direct

1 Q. Well, in 2015 Ms. Robinson had told you she would be
2 unavailable while attending her grandmother's funeral; right?

3 A. OK.

4 Q. You called her twice during that funeral, right?

5 A. If I did, then I did. And if I called her I would have --
6 but you could pull up whatever the deposition is that I would
7 have been sensitive to it being a funeral but she might have
8 said it's OK, I can talk at this point, it's a whatever, a
9 wake. I don't know. It is not like a funeral where they're
10 putting the body into the ground or something. You know, I
11 don't know what all this nonsense is, but fine.

12 Q. You called her and you spoke to her because you wanted her
13 help getting your teenage son a bus ticket; right?

14 A. So?

15 Q. If Ms. Robinson traveled on the subway you wouldn't have
16 been able to contact her on the phone; right?

17 A. That's probably true, yes.

18 MR. DROGIN: Objection. He's answered it, so.

19 Q. So, for that reason she often took Ubers and taxis to be
20 available to you to contact; right?

21 A. That was her reason. In hindsight -- that was her reason.
22 I didn't do -- and that's maybe my fault -- I should have
23 looked at what the cost was and balanced it and said, you know,
24 take subways in the morning to work and then Ubers when you
25 need when I need to call and I will take the chance. Because

NAV5rob4

De Niro - Direct

1 there are many times I can't reach the people in my office
2 because they're on the subway or in a bad area. That's what it
3 is and I'm OK with that.

4 Q. So you are aware she was taking Ubers and taxis to be
5 available to you; correct?

6 A. Well, not to be available to me, to be available to
7 herself.

8 Q. One time you really wanted a particular martini from Nobu
9 and you called up Ms. Robinson to bring it over to your house;
10 right?

11 A. That could have been at one time, yeah.

12 Q. 11:00 p.m.?

13 A. 11:00 p.m.?

14 Q. It was in the evening, correct?

15 A. Yeah. It might have been, yeah.

16 Q. And you would agree an Uber was justified to transport your
17 martini; right?

18 A. That's different, yes.

19 Q. There were no written policies at Canal about what
20 Ms. Robinson could expense when it came to Ubers and taxis;
21 right?

22 A. No, there wasn't. There was, again, it goes back to common
23 sense. I trust you, just use your best judgment on that.

24 Q. You left it up to Ms. Robinson's discretion; right?

25 A. I did.

NAV5rob4

De Niro - Direct

1 Q. Once again, these charges appeared on the company American
2 Express card in Ms. Robinson's name; right?

3 A. Yes.

4 Q. The credit card statement that your accountants looked at
5 every month?

6 A. Yes.

7 Q. Your accountants never flagged anything for you related to
8 Uber charges on the Canal American Express card in
9 Ms. Robinson's name from 2017 to 2019; right?

10 A. No, but they might have felt, look, I don't want to bother
11 him with this but it's -- it could have been bothersome to
12 them. They didn't bring it up. Maybe they should, I don't
13 know. But it is what it is and -- you know.

14 Q. Right, sir. You actually still kept the same accountants
15 after bringing these claims against Ms. Robinson; right?

16 A. Right.

17 Q. You haven't fired them for not catching any of this
18 purported improper spending for which you have brought a
19 federal lawsuit?

20 A. No.

21 Q. Spending that according to you went on for years right
22 under their noses; right?

23 A. Right.

24 Q. It is not your position, sir, is it, that every Uber or
25 taxi charged on the Canal AmEx in Ms. Robinson's name from 2017

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1 to 2019 was improper; correct?

2 A. Please ask me that question again?

3 Q. Let me put it this way. It is not Canal's position that
4 every Uber or taxi charged to the Canal American Express card
5 in Ms. Robinson's name, from 2017 to 2019, was somehow
6 improper?

7 A. Again, it goes down to one simple thing, your common sense.
8 Do what is proper, what is right. That's all. Period. I rely
9 on you for those very reasons. I don't want to look at those
10 bills, I don't want to deal with those things. I expect people
11 to do the right thing and that includes her, of course.

12 Q. And Ms. Robinson often, during that time period, took Ubers
13 for work that related to production of one of your shoots. You
14 would agree?

15 A. It could be. It could be that, yeah.

16 Q. And Canal would actually get reimbursed for that as a
17 production cost, would it not?

18 A. That's different. Yes, it would be. Most times.

19 Q. Sitting here, sir, you don't personally know even one Uber
20 or taxi trip that Ms. Robinson took that was inappropriately
21 charged to Canal?

22 A. No, I don't know that. That's why it's up to her to make
23 the proper decision. Period. That's why I'm trusting her to
24 do that. Not to overuse, no to do -- you know, that's what it
25 is, do what's right.

1 Q. Now, we heard your counsel say in opening statement that
2 one of Canal's claims is that Ms. Robinson traveled to
3 Los Angeles in March of 2018 when she shouldn't have.

4 Do you recall that, sir?

5 A. Yes.

6 Q. And your understanding is that is one of Canal's claims in
7 this lawsuit?

8 A. Yes.

9 Q. Sitting here today, you don't actually remember whether or
10 not, in 2018, you asked Ms. Robinson to identify a hotel in
11 Los Angeles, in March 2018, that would accommodate your
12 ex-wife, Toukie Smith, while she was potentially undergoing
13 surgery or treatment -- sorry -- treatment for MS. In L.A.,
14 and unable to walk?

15 MR. DROGIN: Objection.

16 THE COURT: Basis?

17 MR. DROGIN: Can we approach?

18 THE COURT: Yes.

19 (Continued next page)
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1 (At side bar)

2 MR. DROGIN: Three things about this.

3 First of all, I think it has been established Toukie
4 Smith was never his wife, that was misstated in opening.
5 Second, we have tried to keep out her medical condition. The
6 third thing is this is a question and this issue came up with
7 the magistrate, this question was asked, I believe, somewhere
8 between 11 and 19 times at the deposition and we have objected
9 to it 11 to 19 times, and in this proceeding it needs to be
10 made very clear as to specifically what they are talking about
11 and the purpose because he has previously testified that he did
12 not have a recollection of what they're specifying. And if
13 they're going to read from the transcript, I just want the
14 Court to be aware they're going to have to show all 11 times
15 that this question was -- I would ask -- that they be directed
16 to show all 11 times that was question was asked and answered
17 with the objections.

18 THE COURT: I'm not so sure about that but let me ask
19 the question of whether this particular question can be asked
20 without going into the marital status or particularly the
21 medical condition. That's one of the reasons why I wanted you
22 to come up to side bar.

23 MR. MACURDY: All I want to elicit here is that he
24 doesn't remember. It is going to be a short line, your Honor.
25 I think --

1 THE COURT: Can you ask the question without going
2 into the medical condition of this woman or the marital status?
3 I am asking you the question.

4 MR. MACURDY: I don't need the marital status, that
5 was a mistake if I said it that way. I think the MS thing I
6 can say for chronic illness that she had, if that's --

7 THE COURT: For an illness. If you can do it for an
8 illness that she had without publicizing in front of the world,
9 you know, what this person's medical condition is --

10 MR. HANNAFAN: Yes.

11 THE COURT: -- I think that's the -- I think that is
12 the way to do it in a way that is sensitive to the interests of
13 people and I am just asking if you can bring out what you need
14 alternate than that. It sounds like you can.

15 MR. MACURDY: OK.
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1 (In open court)

2 BY MR. MACURDY:

3 Q. Sir, I'm going to ask that question a little differently.
4 Sitting here today, you don't actually remember whether or not,
5 in 2018, you asked Ms. Robinson to identify a hotel in
6 Los Angeles, in March of 2018, that would accommodate your
7 ex-partner, Toukie Smith, for undergoing treatment for a
8 serious chronical condition that she had?

9 A. She -- I did ask, I remember that. I forget what
10 ultimately happened but she was looking into that.

11 Q. So your testimony is that you did ask Ms. Robinson to go to
12 Los Angeles in March of 2018 to check on hotels for Toukie
13 Smith?

14 A. There is more to it that my lawyers know and I don't
15 remember but that part I remember. She was supposed to do
16 that.

17 Q. Sir, I would like to talk to you about SkyMiles. Like most
18 credit cards, when the Canal credit card was used to buy
19 things, it generated some proportion of reward points; right?

20 A. I'm sorry? What was that? Say that again?

21 Q. When the Canal American Express credit cards were used to
22 buy things, like most credit cards, they generated reward
23 points; right?

24 A. Right.

25 Q. Those reward points can be converted into frequent flyer

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1 smiles for Delta Airlines?

2 A. Right.

3 Q. You claim -- I'm sorry.

4 Another claim of Canal's in this lawsuit against
5 Ms. Robinson relates to those frequent flyer miles which are
6 called SkyMiles?

7 A. Yeah.

8 Q. Canal claims Ms. Robinson stole frequent flyer miles from
9 Canal; right?

10 A. Uh-huh. Yes.

11 Q. I would like to take a step back. Ms. Robinson generally
12 arranged her travel around your schedule; right?

13 A. Yeah.

14 Q. At times she had to change or cancel her trips due to your
15 schedule; right?

16 A. Yeah, there were times I'm sure; yeah.

17 Q. Now, we talked a little bit about this but you generally
18 fly private rather than commercial, right?

19 A. If I can.

20 Q. And those frequent flyer miles that we are talking about,
21 they all came from credit card reward points, Canal never
22 actually, like, purchased SkyMiles from Delta; right?

23 A. I don't know the procedure, I just know that we had
24 SkyMiles.

25 MR. MACURDY: Your Honor, I would like to read from

1 Mr. De Niro's deposition, day three, page 466.

2 THE COURT: Any objection?

3 MR. MACURDY: 17 to 23.

4 MR. DROGIN: No objection.

5 THE COURT: You may do so.

6 MR. MACURDY: (reading)

7 "Q So, setting aside the SkyMiles that were generated by
8 Canal's American Express credit card, at any point in the last
9 decade have you or Canal ever purchased SkyMiles?

10 "A I don't think we had to. We had enough from the American
11 Express credit card -- sorry, American Express card, the way I
12 understood it."

13 That was your testimony, sir?

14 A. Yes.

15 Q. You generally didn't use these SkyMiles to book flights for
16 you or your family; right?

17 A. No, I did, and I had a conversation once with Chase about
18 that because one of my kids was saying, you know, something
19 about she wasn't sure she could get SkyMiles. I said, well, I
20 told Chase the kids are the priority with getting SkyMiles,
21 then we will deal with it after with you and so on, whatever
22 trips you have to take, like going to Europe or this and that.
23 On these things I would say go, you know, if that's what you
24 want to do, so that my -- and I only remember one other thing
25 is that Chase said is, Do you mind if I put this amount of

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1 SkyMiles on my -- I said, if you feel that's the right thing to
2 do, go ahead, as long as it doesn't interfere with the kids.
3 That's all.

4 MR. MACURDY: Your Honor, I would like to read from
5 Mr. De Niro's deposition, day two, page 358, line 17 to 23.

6 THE COURT: Any objection?

7 MR. DROGIN: No objection.

8 THE COURT: You may do so.

9 MR. MACURDY: (reading)

10 "Q But you didn't generally use SkyMiles to book flights for
11 you or your family, right?

12 "A No.

13 "Q When you say no, you mean it is correct what I am saying?

14 "A Yes."

15 That was your testimony; right, sir?

16 A. That was my testimony, but what I just said to you is what
17 it was, what it is. I didn't have everything -- I said as long
18 as the kids weren't -- there would be a time that they might
19 need -- one of the kids might need to go somewhere and I want
20 to be able to use those SkyMiles.

21 MR. MACURDY: Your Honor, move to strike the
22 unresponsive portion.

23 THE COURT: Motion is granted.

24 A. And there was a moment where --

25 THE COURT: Sir.

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1 A. Sorry.

2 THE COURT: We have to go the new question.

3 BY MR. MACURDY:

4 Q. From early on in Ms. Robinson's employment you allowed
5 Ms. Robinson to use Canal's SkyMiles for her personal travel;
6 correct?

7 A. Yes, when it was -- yeah.

8 MR. MACURDY: Mr. Kelly, can you pull up plaintiff's
9 195?

10 Your Honor, I offer Plaintiff's Exhibit 195.

11 THE COURT: Any objection?

12 MR. DROGIN: No.

13 THE COURT: Received.

14 (Plaintiff's Exhibit 195 received in evidence)

15 BY MR. MACURDY:

16 Q. I won't read the whole thing. Mr. De Niro, this is an
17 e-mail from Ms. Robinson to you, October 15, 2011. I am going
18 to read the third paragraph down: I don't want you to think
19 that all I do is ask for money. You are incredibly generous
20 with allowing me to travel on miles and sometimes paying to
21 allow me to be in Spain or L.A. when you are away and all the
22 other things.

23 A. Right.

24 Q. Do you see that?

25 A. Yep.

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1 Q. So as far back as 2011 you were allowing Ms. Robinson to
2 travel on her personal travel on SkyMiles; right?

3 A. Yep.

4 Q. You also, as far back as 2011, allowed her to work for you
5 remotely in Spain or L.A.; right?

6 A. Yeah.

7 Q. Ms. Robinson worked for you for eight more years after this
8 e-mail; right?

9 A. Uh-huh. Yes.

10 Q. Her value to you only increased over those eight years;
11 right?

12 A. You are putting words in my mouth. It's -- it didn't
13 increase, it was -- she was of value to me, she kept working
14 for me, and she did things well. But to wind up where I am
15 today, I guess that's another story.

16 Q. So her compensation only increased over those eight years;
17 right?

18 A. Yes. Yeah.

19 Q. In 2015 you had another conversation with Ms. Robinson
20 about compensation, right?

21 A. If you can, you want to remind me with a deposition, fine,
22 I will look at it, confirm it.

23 Q. It took place in the drawing room of the Greenwich Hotel,
24 right?

25 A. I -- well, I am assuming it did, yes. Depends on what you

1 are telling me.

2 Q. Well, this is after we had talked about she lived in L.A.
3 for a year and she moved back to New York and she asked you to
4 get that \$2,000 a month that you paid for her rent in L.A. as a
5 salary increase. Do you recall that, sir?

6 A. I don't recall it.

7 Q. So you don't recall you said no to that --

8 A. I'm not saying no. I just don't recall it.

9 Q. Well, sir, do you recall that you said no to that and she
10 proposed she be compensated by being able to use Canal SkyMiles
11 given that you didn't want to pay the \$2,000 a month in salary
12 increase? Do you recall that?

13 A. No, but it could have happened.

14 Q. You left it up to Ms. Robinson how to use the SkyMiles
15 after that; right?

16 MR. DROGIN: Objection.

17 THE COURT: Sustained.

18 Q. Well, you didn't put any specific restrictions on
19 Ms. Robinson transferring SkyMiles from 2017 to 2019; right?

20 MR. DROGIN: Objection.

21 THE COURT: Overruled.

22 A. No, as I always am saying and keep saying, I trusted her.
23 I just said, you know, as long as you are doing the right
24 thing, no problem.

25 Q. You never explained to Ms. Robinson what you thought it

1 meant for her to do the right thing was, right?

2 A. She knew what doing the right thing was. Anybody who works
3 in certain things and in her position, they deal with a lot of
4 people, they know, they have to know how to do the right thing,
5 how to appear at least to do the right thing but they're doing
6 it. Yeah, it is very important and that's how trust is built.

7 Q. You left the transferring of SkyMiles up to Ms. Robinson's
8 discretion; right?

9 MR. DROGIN: Objection.

10 THE COURT: Sustained.

11 Q. Canal had no written policy on how Ms. Robinson could use
12 SkyMiles; right?

13 A. No.

14 Q. And Canal general counsel Tom Harvey wasn't in the room
15 when you discussed with Ms. Robinson, over the years, what
16 SkyMiles she was authorized to transfer; correct?

17 MR. DROGIN: Objection.

18 THE COURT: Sustained as to form. Foundation.

19 Q. Well, sir, you had conversations over the years with
20 Ms. Robinson about SkyMiles; correct?

21 A. Yes.

22 Q. And Canal general counsel Tom Harvey wasn't present for
23 those discussions, right?

24 A. I remember Chase asking me for a smaller amount than the
25 5 million miles and saying I would like to take these and use

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1 those. It was -- I don't know if it was a million or two. It
2 was not 5 million miles, which is what she took and didn't give
3 back when we asked for. She didn't even attempt to negotiate,
4 let me give you so much back and have the -- nothing.

5 MR. MACURDY: Your Honor, I would like to read from
6 Mr. De Niro's deposition, day three, page 463, 10 through 20.

7 THE COURT: Any objection?

8 MR. DROGIN: Yes. Improper impeachment.

9 A. Well --

10 THE COURT: Hold on for a second.

11 A. OK. Sorry.

12 THE COURT: The objection is sustained.

13 BY MR. MACURDY:

14 Q. Sir, you certainly knew that Ms. Robinson had the ability
15 to transfer SkyMiles from Canal's account to her own account;
16 correct?

17 A. Yes.

18 Q. You wanted Ms. Robinson to have the ability to do that
19 transfer herself; right?

20 A. I wanted her to do it within reason, not to take 5 million
21 miles.

22 Q. You wanted her to not have to go through anyone else at
23 Canal or through your accountant; correct?

24 A. Well, if they spotted something then they have to make it,
25 bring it to my attention and to hers, of course.

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1 MR. MACURDY: Mr. Kelly, can you bring up Plaintiff's
2 Exhibit 41?

3 Your Honor, I move to admit Plaintiff's Exhibit 41.

4 THE COURT: Any objection?

5 MR. DROGIN: No.

6 THE COURT: Received.

7 (Plaintiff's Exhibit 41 received in evidence)

8 MR. MACURDY: Mr. Kelly, can you zoom in on the bottom
9 e-mail on that page?

10 Q. Ms. Robinson writes, on March 5, 2018 to your accountant
11 Michael Tasch, cc-ing you, second line: I called AmEx and they
12 have told me I am still not authorized to transfer reward
13 points. Are you going to fix this?

14 Do you see that, sir?

15 A. Yeah.

16 MR. MACURDY: Mr. Kelly, can you zoom out and zoom in
17 on the next two?

18 Q. Ms. Robinson forwards it to you writing: I cannot take
19 this anymore. Why do I need to follow up and beg them to get
20 this done after several months? This is insane.

21 Do you see that, sir?

22 A. Yep.

23 Q. And then you write back to her -- Mr. Michael Tasch isn't
24 on the chain but you write back: Michael, why isn't this done?

25 B.

1 Do you see that?

2 A. Yes.

3 Q. You don't say there, Chase, why are you using SkyMiles;
4 right?

5 A. That's probably my mistake because I trusted her, again, so
6 I thought she was doing what's right and that Michael should --
7 Michael maybe should have said to me, wait a minute, I have to
8 point this out to you, and I know he would, but maybe in this
9 it was a gray area he accepted, felt if I said OK, I authorized
10 it. Again, I trust her. She took 5 million miles. That I
11 didn't authorize her to do.

12 Q. You didn't say there, sir: Michael, any issues with this?
13 Right?

14 A. Sorry?

15 Q. You didn't write back and say: Michael, any issues with
16 this?

17 A. No, I didn't, but maybe I should have.

18 MR. MACURDY: May I proceed, your Honor?

19 THE COURT: Yes.

20 Q. You didn't write back and say, Michael, why does Chase need
21 access to this? Right?

22 MR. DROGIN: Objection.

23 A. I just gave you the answer.

24 THE COURT: Sustained.

25 Q. And then you are aware of a period of time when there was a

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De Niro - Direct

1 problem that prevented Canal SkyMiles from being transferred to
2 Ms. Robinson altogether, correct?

3 A. Please. What was that? Just say that again?

4 Q. You are aware of a period of time when there was a problem
5 with Canal SkyMiles that prevented the miles from being
6 transferred to Ms. Robinson through, like a glitch in the
7 system?

8 A. OK.

9 Q. You are aware of that, sir?

10 A. I'm not, but you can remind me.

11 Q. It was for many months later in 2018? Do you recall that?

12 A. No.

13 Q. And the problem didn't get fixed until early 2019, January?

14 MR. DROGIN: Objection.

15 THE COURT: Overruled.

16 Q. Isn't that right, sir? The problem did not get fixed until
17 January?

18 A. I'm not sure. If you want to remind me with the deposition
19 or whatever, please do.

20 Q. Any AmEx rewards points that Ms. Robinson transferred out
21 of the Canal account would show up on the Canal credit card
22 statements; right?

23 A. I don't know because I don't look at the card statements,
24 my accountants do.

25 Q. Right. Those statements that your accountants are paid to

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1 look at, right?

2 A. That's right.

3 Q. In 2019 Ms. Robinson sought your approval for her to take a
4 number of flights; right?

5 A. Well, again, within reason and when needed. I wanted those
6 SkyMiles to be able to be used by one or certain of my kids,
7 and one of them had complained to me, somehow, this went away.
8 What happened? But that's another story.

9 But, in any case, she was not authorized -- I only
10 remember her saying can I take two million or a million
11 SkyMiles? I would like to put them over so I have them. I
12 said, yeah, if you feel it is OK, you do that. I didn't say
13 take 5 million SkyMiles because even I would have said, well,
14 that's a lot isn't it? I mean, shouldn't -- what are we doing?

15 Q. In 2019, Ms. Robinson informed you of a trip she planned to
16 take to Scotland in the summer of 2019; right?

17 A. I -- if I say so my -- I don't remember, but probably.

18 Q. She wanted to visit family on the Isle of Lewis?

19 MR. DROGIN: Objection.

20 THE COURT: Overruled.

21 Q. Do you recall that, sir? She wanted to visit family on the
22 Isle of Lewis?

23 A. I don't remember, but.

24 Q. Well, you approved that trip, did you not?

25 MR. DROGIN: Objection.

1 THE COURT: Overruled, actually.

2 I'm sorry. That is sustained.

3 MR. MACURDY: Your Honor, I would like to read from
4 Mr. De Niro's deposition, day two, page 387, 15 to 24.

5 A. OK. I don't --

6 THE COURT: Any objection to that?

7 MR. DROGIN: Yes, there is. Improper impeachment.

8 THE COURT: Overruled.

9 MR. MACURDY: (Reading)

10 "Q Prior to Ms. Robinson's resignation, you approved a trip
11 Ms. Robinson planned to take to Scotland in 2019; right?

12 "A It was a vacation, I think, on her part before she went to
13 London, I think. I don't remember the specifics.

14 "Q And Ms. Robinson discussed that trip with you, didn't she?

15 "A That, I think she did, and then she went to Scotland, then
16 went to London".

17 MR. DROGIN: Objection.

18 THE COURT: Why don't you finish reading that answer.
19 What is the date on that?

20 THE WITNESS: OK.

21 THE COURT: Did you give that testimony?

22 THE WITNESS: Yes.

23 MR. MACURDY: I apologize, your Honor.

24 THE WITNESS: I think she did it and then she went to
25 Scotland and then went to London. Can I see what is after

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1 that?

2 MR. MACURDY: Mr. Kelly, can you grab the next line?

3 Q. The last line is: What is the date on that?

4 That was your testimony, sir; right?

5 A. Yes.

6 Q. You had no problems with her using SkyMiles for that trip
7 to Scotland in summer of 2019; right?

8 MR. DROGIN: Objection?

9 THE COURT: Overruled.

10 A. As long as it was within reason. I didn't question how
11 much it was and this and that. I expected her to say -- or, if
12 anything, if there was a problem possibly she would say, look,
13 it is going to cost this much in SkyMiles. Are you OK with
14 that? It is either over, or a little over, or this or that.
15 Just I want to make you aware. She didn't do that.

16 Q. In 2019 --

17 A. Again, I trusted her on that.

18 Q. In 2019, Ms. Robinson also informed you of multiple trips
19 she planned to take to London; isn't that right, sir?

20 A. Say that again?

21 Q. In 2019, you also had conversations with Ms. Robinson about
22 multiple trips she planned to take to London; correct?

23 A. I don't know what I said in my deposition but I don't know
24 why I would say we had conversations about multiple trips to
25 London. One, maybe. But, you know, multiple trips? I don't

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1 know. I would have to know what that was about.

2 Q. You had no problem with her using SkyMiles for those trips
3 to London; correct?

4 A. Well, one trip when I was going over there and she met me
5 and I had to do some things over there, that I remember. I
6 don't know if there was another trip she went or before. I
7 don't remember but I don't think it could have been more than
8 two. But I had no problem just giving unlimited SkyMiles to go
9 to London? You are making it sound like whatever she wanted.
10 No.

11 Q. Well, let's talk about the specific trips. You approved
12 Ms. Robinson's travel to London for April of 2019; right?

13 A. OK. I think, I don't remember even what was happening then
14 but if there is a documentation on it, then I did.

15 Q. You also approved Ms. Robinson's travel to London for some
16 time between May and July of 2019; right?

17 A. If there is documentation on it, I did.

18 Q. You didn't ask her about how many SkyMiles the trip would
19 cost; right?

20 A. Again, I trust her on that. I made it clear to her in a
21 few conversations: Don't overuse the SkyMiles. I don't want
22 them to be -- I wouldn't say abused but I don't want them to
23 be -- I didn't want them to be overused and -- I just didn't
24 want them -- in general, if she used them for business, that's
25 one thing. Even personal, if I said it was OK. But I didn't

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1 want to -- when it started affecting my own kids having to go
2 over and pay for it and she is using SkyMiles for her vacation,
3 there is a limit. I said no. You know, this I -- you know,
4 for obvious reasons they were the priority.

5 Q. You didn't have to ask her about the number of SkyMiles
6 because you understood that she would be using SkyMiles; right?

7 A. I didn't have to ask her, I trusted that whatever her
8 judgment was in this that it would be the right way of handling
9 it.

10 Q. So when she transferred SkyMiles to her account in 2019 to
11 cover this trip we just talked about, you would agree that was
12 not improper; correct?

13 MR. DROGIN: Objection.

14 A. Was that 5 million SkyMiles?

15 THE COURT: Sustained.

16 Q. You also approved Ms. Robinson's traveling to a friend's
17 wedding in Los Angeles in June of 2019; correct?

18 A. If it's documented and I did, then I did.

19 Q. Well, let's read from your deposition, sir.

20 MR.. MACURDY: Your Honor, I propose day three, page
21 574, lines 21 to 25.

22 THE COURT: Any objection?

23 MR. DROGIN: Yes. It is improper impeachment.

24 A. So --

25 THE COURT: Hold on for a second.

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1 I'm sorry. 574, which lines?

2 MR. MACURDY: 21 to 25, your Honor.

3 THE COURT: OK. That objection is sustained.

4 MR. MACURDY: May I approach on that, your Honor?

5 THE COURT: No. You haven't established a prior
6 inconsistent statement. The testimony is not inconsistent with
7 anything the witness has said.

8 MR. MACURDY: OK.

9 BY MR. MACURDY:

10 Q. So, sir, so we are clear on your testimony, you did or did
11 not approve Ms. Robinson traveling to a friend's wedding in
12 Los Angeles in June of 2019?

13 MR. DROGIN: Objection.

14 THE COURT: Overruled.

15 A. I don't remember, though it says that I somewhat remember
16 there, and then I probably did approve it. She brought it up
17 to me, I imagine the scenario was she brought it up to me, I
18 said OK, again, always with the understanding that it is not an
19 overuse of my SkyMiles that I might need for something else
20 other than her personal trip that, unfortunately, this time,
21 she might have to pay for herself.

22 Q. You understood she was going to use SkyMiles for that trip;
23 correct?

24 A. And you understood what I just said.

25 MR. MACURDY: Your Honor, I would like to --

1 A. Under those conditions.

2 MR. MACURDY: Your Honor, I would like to play from
3 Mr. De Niro's deposition, day three, page 575, 1 to 18.

4 THE COURT: You may do so.

5 MR. MACURDY: Mr. Kelly, let's play the video for this
6 one.

7 (video played)

8 A. I just said it: Trust.

9 Q. For all of these conversations about Ms. Robinson's 2019
10 travel, sir, you didn't ask details about how many SkyMiles she
11 would need to transfer for the trip; isn't that true?

12 A. No, I didn't, but again, it gets down to that same word:
13 Trust. Do what's right. She knows what it is, knew what it
14 is, knew what it was.

15 Q. One thing we should make clear, you keep referring to a
16 transfer of millions of SkyMiles. It is not like Ms. Robinson
17 transferred a bunch of AmEx reward points on April 5, 2019 and
18 then resigned the next day on April 6?

19 A. Doesn't matter. She took 'em.

20 Q. The transfers that your attorney described in opening
21 statement took place over the course of months; right?

22 A. OK. If she was honorable about that she never would have
23 taken anything or explained to me, as she originally, as I
24 said, did at one point, I can't remember when, but she said to
25 me: I would like to take some miles. I will take a certain

NAV5rob4

De Niro - Direct

1 amount -- I thought maybe a million, two at the most -- just to
2 have so it is available so I can use it, if needed when, and so
3 on. And I said, OK. You know.

4 Q. The months, when she made transfers in early 2019, that was
5 the months when she was having these conversations with you
6 about the trips that she planned to take in 2019; correct?

7 MR. DROGIN: Objection.

8 THE COURT: Sustained.

9 Q. We just spoke about multiple trips that you authorized,
10 right, to London; correct, sir?

11 A. You say trips and I don't remember, though I guess they
12 were, you could use the plural. There was the first trip to go
13 first and then the second when I met her there. I don't
14 remember any other trips that she took but she could have.

15 Q. A trip to Scotland we talked about?

16 A. Yeah, the Scotland trip; yes.

17 Q. The trip to L.A. for a wedding; right?

18 A. Well, that's a trip to L.A. I thought you were just
19 talking about London or England.

20 Q. You never accused Ms. Robinson of stealing SkyMiles from
21 Canal until after she resigned; right?

22 A. No, because I found out after she resigned that she took
23 these SkyMiles.

24 Q. And even though we just discussed how you approved trips in
25 2019 that you understood she would use SkyMiles to take, Canal

NAV5rob4

De Niro - Direct

1 is still here in court saying that all of your frequent flyer
2 miles from 2019 were stolen, right?

3 MR. DROGIN: Objection.

4 THE COURT: Sustained. Sustained.

5 Q. Sir, you yelled at Ms. Robinson a number of times?

6 A. No, I haven't.

7 Q. You are telling us that you never raised your voice to
8 Ms. Robinson?

9 A. I have raised my voice. I don't yell at her. I don't -- I
10 don't do that so let's not. You want to go there? Fine. I
11 will dispute you and anyone, that's one thing I don't do. And
12 she is going to try and use that? Go ahead.

13 Q. There were times you got angry that Ms. Robinson missed
14 your call?

15 A. I could have been upset or annoyed. I got angry that one
16 time when she should have -- and she was in Europe -- she
17 should have woken me up to go to a very important appointment
18 that I had, and she didn't.

19 Q. You berated her?

20 A. Well, yeah, that time I did. You want to play it?
21 Everybody has heard it over and over again. Play it. I
22 berated her. Was it abusive? I was annoyed. I was upset.
23 She should have gotten me up, done the right thing, and she
24 didn't. Period.

25 Q. You told her she was fucking history; right?

NAV5rob4

De Niro - Direct

1 MR. DROGIN: Objection.

2 A. I could have been if I was upset. OK.

3 MR. DROGIN: Objection, your Honor.

4 THE COURT: Basis?

5 MR. DROGIN: Well, this is beyond -- first of all, it
6 is irrelevant to these proceedings. Second of all, you have
7 already made a ruling on this.

8 THE COURT: I did, but you permitted a whole bunch of
9 questions to go by without making the objection. But, that
10 said, I will sustain the objection to the last question because
11 the particular language is irrelevant.

12 BY MR. MACURDY:

13 Q. Well, you have called Ms. Robinson a brat; right?

14 A. I could have.

15 Q. You are saying you don't remember either way?

16 A. No. I said I could have.

17 Q. You have in fact called Ms. Robinson a fucking spoiled
18 brat, have you not?

19 A. I could have said that too. I was upset. This was not the
20 norm for me to be speaking this way. She was in Europe, I was
21 OK with that, she didn't wake me up, I was tired, I was
22 shooting, I traveled to L.A., and this is -- and she didn't
23 wake me up or remind me that I had this thing and I had to get
24 out to Malibu. Yeah, I was very upset.

25 Q. You have described Ms. Robinson as nasty?

NAV5rob4

De Niro - Direct

1 A. Did I describe her as nasty? I know she can be nasty and I
2 heard her recording, something with one of the other people
3 that worked for me. I never saw that side of her. A little
4 bit. But, with me, it is always respectful.

5 Q. You have described her as snappy?

6 A. Snappy?

7 Q. Yes, sir.

8 A. I could have.

9 Q. You have described her as snippity?

10 A. Yeah, I could have.

11 Q. You described her as petulant?

12 A. Yes, I could have.

13 Q. Ms. Robinson, she has worked for you for 11 years. Ten
14 years, in around 2018, she asked you that her pay be increased
15 to what your personal trainer Dan Harvey made. Do you recall
16 that, sir?

17 A. Yes. God knows why she felt she had the right to get what
18 Dan got and gets. God knows. That to me -- well, we will get
19 into this but everybody will see, but. Yep.

20 Q. You told her that Dan Harvey needed to be paid more because
21 he had a family to support; right?

22 A. Dan Harvey has traveled with me for almost 40 years, this
23 February. Been with me, left his family for many long periods
24 of time, never complained to me, ever. And she's jealous of
25 him?

NAV5rob4

De Niro - Direct

1 Q. You told Ms. Robinson that he needed to be paid more
2 because he had a family to support; correct?

3 A. Yes; that, and for many other reasons. For loyalty. For
4 my being able to trust him. For all the things that she felt
5 she was entitled to for no reason. Insane. What's the
6 difference? What's Dan Harvey got to do with her? Nothing.

7 Q. You spoke with Ms. Robinson on the phone a lot; right?

8 MR. DROGIN: Objection.

9 THE COURT: Sustained.

10 Q. There were times where you would be urinating on your side
11 while you were on the phone with her?

12 A. Oh, give me a break with that nonsense. I might have been
13 in the bathroom and she heard. I didn't even realize I was
14 talking. Who knows.

15 Come on. You get us all here for this?

16 Q. Ms. Robinson doesn't have any kids; right?

17 A. No.

18 Q. She wasn't married when she worked for you, right?

19 A. What was that? I got distracted. What was the question?

20 Q. She was not married when she worked for you?

21 A. Not that I know of.

22 Q. And you told Ms. Robinson, while she worked for you, that
23 she could use her colleague Michael Kaplan's sperm to get
24 pregnant; correct?

25 A. I don't remember saying that. I mean, again, this is all

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De Niro - Direct

1 nonsense. This is nonsense. I don't take liberties with
2 people who work for me to make jokes, especially thee days, and
3 even then, I just don't do it. And for her to use that is so
4 ridiculous -- so ridiculous -- I don't even know what to say.

5 Q. You called Ms. Robinson a bitch to her face?

6 A. I -- I don't remember but I could have said you're acting
7 like a something. I was never abusive. Period. So however I
8 might have said that would not be in the way that she's
9 implying that it was.

10 Q. Well, you certainly think that she's a bitch; right?

11 MR. DROGIN: Objection.

12 THE COURT: Sustained.

13 Sometimes people have to talk loudly.

14 BY MR. MACURDY:

15 Q. Well, Ms. Robinson would use that word to refer -- I'm
16 sorry -- Ms. Chen would use that word to refer to Ms. Robinson;
17 correct?

18 A. Yeah. She had her reasons and you will hear them later I
19 guess, you know, so.

20 Q. At times you had Ms. Robinson scratch your back?

21 A. Again, this is nonsense.

22 THE COURT: Can you just answer the question?

23 A. I don't -- she didn't scratch it. If she did, I said could
24 you scratch it because I'm over here, one thing, I have an
25 itch. Once. It is so ridiculous. It is every little thing

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De Niro - Direct

1 she is trying to get on me. It is like she implies that she is
2 out in front of the building scrubbing the floors on her knees,
3 washing it, and making sure that -- this is nonsense. Come on.

4 Q. It was more than once, sir, and when she suggested --

5 A. OK. Twice? OK. OK, you got me. I don't even know what
6 you are talking about. I'm sorry, this is nonsense.

7 Q. And when she suggested that you use a back scratcher, you
8 told her, no, I like the way you do it.

9 A. No, I would never say that to her. And if I did say it
10 like that I would say, no, if you can do it because the back or
11 whatever. But it never was with any disrespect or lewdness or
12 any kind of weirdness that you are trying to imply.

13 Shame on you, Chase Robinson.

14 THE COURT: Hold on for a second.

15 THE WITNESS: Goddamnit. I'm sorry.

16 THE COURT: A couple more questions, then we are going
17 to take our lunch break.

18 BY MR. MACURDY:

19 Q. Sir, we talked about the importance of rules earlier;
20 right?

21 A. What?

22 Q. We talked about the importance of rules earlier. Do you
23 recall that?

24 A. Yeah. OK.

25 Q. You laid out clear rules so people know what they can and

1 cannot do and that applies to a workplace; right?

2 A. That's right.

3 Q. There were no written rules about what Ms. Robinson could
4 expense while working for you; correct?

5 MR. DROGIN: Objection.

6 THE COURT: Overruled.

7 A. There were no unwritten rules but there were -- there were
8 no written rules but there were unwritten rules, the rules of
9 decency, the rules of behavior, the rules of treat others as
10 you would like them to treat you. Again, as corny as it
11 sounds: Do the right thing. Period. You know that. You know
12 that's what I expect of you. It's up to you. It's called the
13 honor system. Whatever you want, you know, that's it.

14 THE COURT: How much more do you have in your
15 examination?

16 MR. MACURDY: Your Honor, I can break at any time. I
17 probably can finish in 10 minutes.

18 THE COURT: If you can finish in 10 minutes then we
19 will go until 1:00. If you can't finish in 10 minutes, we will
20 take a break now.

21 MR. MACURDY: I will not be the hold-up of us going to
22 lunch, your Honor, so I will finish in 10 minutes.

23 MR. DROGIN: Your Honor, does counsel mean that he
24 will then be concluding his examination?

25 THE COURT: Yes.

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De Niro - Direct

1 Go ahead.

2 BY MR. MACURDY:

3 Q. Sir, there were no written rules about when Ms. Robinson
4 could or could not use SkyMiles from 2017 to 2019?

5 A. No, there were rules --

6 MR. DROGIN: Objection. Objection.

7 A. Sorry.

8 THE COURT: Hold on for a second. What is the basis?

9 MR. DROGIN: The objection is to form. The word
10 "rules" have been used and the word "policies" have been used
11 and they're being used interchangeably.

12 THE COURT: The objection is overruled.

13 BY MR. MACURDY:

14 Q. Sir, there were no written rules about when Ms. Robinson
15 could or could not use SkyMiles at Canal from 2017 to 2019?

16 A. No. They were the rules of common sense.

17 Q. There were no written rules from 2016 to 2018 about how
18 much work Ms. Robinson would have to do on a trip before it
19 would no longer count as a vacation day; correct?

20 A. So you're saying, yeah, there were no real rules so
21 therefore, technically, she could do what she wanted. No.

22 THE COURT: No. He is just asking you a question.

23 THE WITNESS: No. Your Honor, he is asking --

24 THE COURT: No. He is asking -- I am telling you the
25 question he is asking. He is asking you whether there is

1 written rules. What inferences to draw from that is for others
2 to decide.

3 THE WITNESS: Yeah, that's what my problem is but, no,
4 there were no rules, but your inference is that there was some,
5 you know, whatever. But no, there were no written rules but
6 there was, again, there was the rule of common sense.

7 Q. Right. And, sir, common sense is not a clear direction; is
8 it?

9 A. OK. You want to get technical about it? Fine.

10 Q. "Do what you think is right" is not a clear direction.

11 A. Yes, but people -- I know that if I am told do what is the
12 right I'm going to do the right thing. Whether I have to be
13 given the rules written out, I know what to do.

14 Q. "I trust you" is not a clear --

15 A. I am in this courtroom now. I have to do certain things
16 the right way.

17 Q. The honor system is not a clear direction; correct?

18 A. Well, to me it is.

19 Q. They mean different things to different people.

20 A. Well, not in what I understand in this world in this life.
21 And she understands that, too.

22 Q. No one at Canal had a problem with the expenses -- or you,
23 as the owner of Canal, did not have a problem with the expenses
24 on the American Express card in Ms. Robinson's name while she
25 worked at Canal?

1 A. I had --

2 MR. DROGIN: Objection.

3 THE COURT: Sustained.

4 Q. Tom Harvey, your lawyer, never said anything to you about
5 expenses on the AmEx card in Ms. Robinson's name from 2016
6 through 2019; correct?

7 MR. DROGIN: Objection.

8 THE COURT: Overruled.

9 MR. DROGIN: Your Honor --

10 THE COURT: No, you can't approach.

11 I mean actually, is it a privilege objection?

12 MR. DROGIN: Yes; and time.

13 THE COURT: So that objection is sustained.

14 BY MR. MACURDY:

15 Q. Your accountant, sir, never said anything to you about
16 charges on Ms. Robinson's, on the Canal AmEx in Ms. Robinson's
17 name from 2016 to 2019; correct?

18 A. No, he might have and I just don't remember. But, he could
19 have.

20 Q. It only became a problem after you started dating Ms. Chen,
21 correct?

22 A. I'm sorry, that's -- no. That's -- that's a loaded
23 question and a bad one. I'm sorry.

24 Q. It only became a problem after Ms. Robinson emailed you and
25 said she felt like this was Robin and Grace, your former

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De Niro - Direct

1 assistant and wife, all over again, and you got mad; right?

2 A. You know, Chase Robinson, and what went on with my
3 ex-wife -- about to be ex-wife -- was that I protected her
4 because I felt she was not being treated properly. I always
5 try to do what's right by whoever worked for me and anybody
6 around me and in this case I felt it wasn't fair toward her so
7 she bringing up something. Whatever. I don't know. That was
8 then and that was what it was.

9 Q. Sir, you could call Ms. Robinson on a Sunday to go buy a
10 baseball mitt for your son and she would have it to you within
11 a few hours; isn't that true?

12 MR. DROGIN: Objection.

13 THE COURT: Sustained. 403.

14 Q. When there was a possible fire at your townhouse in 2019,
15 Ms. Robinson went into the building to get the dogs inside
16 safe; correct?

17 A. I don't remember that she was the first one at the
18 building. There were the housekeepers in the building, whoever
19 was in the apartment who carried my little daughter out at the
20 time. I don't remember Chase running over there. She could
21 have, as soon as she heard she went over, I'm sure, but there
22 was no heroic deed on her part for that.

23 MR.. MACURDY: Mr. Kelly, can you pull up Plaintiff's
24 Exhibit 173?

25 I offer 173, your Honor?

1 THE COURT: Any objection?

2 MR. DROGIN: No.

3 THE COURT: Received.

4 (Plaintiff's Exhibit 173 received in evidence)

5 BY MR. MACURDY:

6 Q. This is a text from Ms. Chen to you. She writes, on
7 January 19, 2019: Well, I just hugged Chase and told her that
8 I love her. Call me. You know the first thing Chase did was
9 take care of the boys? I saw it on the cameras. That means
10 everything to me. Her heart is really good.

11 "The boys" reference the dogs; correct, sir?

12 A. Yes, I guess so. Yeah. Yes.

13 Q. You are aware that Ms. Robinson actually had to leave the
14 building to get air and come back in? You are aware of that?

15 MR. DROGIN: Objection.

16 A. What are we -- I'm sorry, what are we --

17 THE COURT: Overruled.

18 Q. Are you aware of that, sir?

19 A. I'm not sure what we are talking about here.

20 Q. When Ms. Robinson went to get the dogs out of the home due
21 to a possible fire, she had to leave to get more air and come
22 back inside the house; correct?

23 A. Is this in the new townhouse that Chase was working on?

24 Q. Yes, sir.

25 A. I don't even remember the fire that much.

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De Niro - Direct

1 THE COURT: Then the objection is sustained.

2 Q. Sir, as you --

3 A. But I see she has been heroic.

4 THE COURT: Sir, when I sustain the objection we move
5 on to a new question. Those are the rules.

6 THE WITNESS: OK.

7 Q. Sir, you are the owner of Canal and you make the final
8 decisions; right?

9 A. Yes.

10 Q. And you are aware that part of Canal's lawsuit here demands
11 that Ms. Robinson actually pay back the money that Canal paid
12 her in the last three years of her work at Canal; right?

13 MR. DROGIN: Objection.

14 THE COURT: Overruled.

15 Are you aware of that claim for relief?

16 A. Can you repeat the question, please?

17 Q. Sir, you are aware that part of Canal's lawsuit here in
18 court demands that Ms. Robinson actually pay back to Canal the
19 money that Canal paid her as compensation in her last three
20 years of employment. Are you aware of that?

21 A. Somewhat, yeah.

22 Q. As Canal's owner, you are not actually seeking to have
23 Ms. Robinson pay back what she earned over the last three years
24 at Canal, are you?

25 MR. DROGIN: Objection.

1 THE COURT: Sustained.

2 Q. Well, in your opinion about what is fair, you don't think
3 she should have to pay back any of her compensation?

4 MR. DROGIN: Same objection.

5 THE COURT: Sustained.

6 MR. MACURDY: Nothing further, your Honor.

7 THE COURT: OK. Members of the jury, we have finished
8 a couple of minutes before 1:00, at least with the direct
9 examination. You know my instructions. Don't talk about the
10 case among yourselves or with anybody else, don't do any
11 research.

12 Enjoy your lunch. Please try to get here a couple
13 minutes before 2:00 so we can start promptly at 2:00.

14 (Continued on next page)

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1 (Jury not present)

2 THE COURT: Mr. De Niro, you may step down.

3 (Witness steps down)

4 THE COURT: Does plaintiff have anything for me before
5 we break for lunch? Counsel may be seated.

6 MR. HANNAFAN: Your Honor, one thing that we have
7 noticed is Juror no. 3 had her cell phone out during
8 questioning.

9 THE COURT: You brought that to my deputy's attention?

10 MR. HANNAFAN: Yes, sir.

11 THE COURT: My deputy is going to inform the jury that
12 cell phones are not permitted inside the jury room. So, I
13 appreciate you bringing that to my attention.

14 MR. HANNAFAN: Not in the jury box; correct, your
15 Honor?

16 THE COURT: Correct; in the jury box.

17 MR. HANNAFAN: Thank you, your Honor.

18 THE COURT: Anything from defendant?

19 MR. DROGIN: No thanks.

20 THE COURT: OK. Have a good lunch, everybody.

21 (Luncheon recess; continued on next page)

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AFTERNOON SESSION

2:01 p.m.

THE COURT: All right. Before we bring the jury in, we did receive a note from one of the jurors. I'm not going to read the juror's name out loud, but the note will be available to the parties.

It reads as follows: Would it be possible to get the following info from counsel?

Number male, number female employees, open bracket, mean, median, standard deviation of a time of company from male and female employees separately, mean, median and standard deviation of compensation from male and female separately.

I don't think any of that evidence is relevant, and I wouldn't admit any of it, and I don't think I need to respond to the note. But you all are welcome to inspect the note and inform me at the end of the day if there's any specific action that you wish me to take.

All right. Can we bring in the jury, from plaintiff's perspective?

MR. MACURDY: Yes, your Honor.

THE COURT: From defendant's perspective?

MR. SCHOENSTEIN: Can we have Mr. De Niro back on the stand? We're going to inquire.

THE COURT: Yes.

1 (Jury present)

2 THE COURT: All right. We will begin with defendant's
3 examination of Mr. De Niro.

4 Counsel, you may inquire.

5 MR. DROGIN: Thank you, your Honor.

6 CROSS-EXAMINATION

7 BY MR. DROGIN:

8 Q. Mr. De Niro, in what part of Manhattan is your office
9 located?

10 A. In Tribeca.

11 Q. And what is the Tribeca Film Center?

12 A. It's a building that has offices in it, my offices, other
13 people's offices in it, film companies, primarily.

14 Q. Are Canal's offices within that building?

15 A. Yeah.

16 Q. What is Tribeca Enterprises, LLC, limited liability
17 company?

18 A. Yeah, it's the company -- it's not Canal Production.
19 Canal Production is really my little company that technically
20 loans me out to other companies, movie companies to do movies,
21 stuff like that. And Tribeca Enterprises encounters everything
22 that I have with my partner, Jane Rosenthal, everything.

23 Q. All right.

24 A. Business-wise, if you will, outside of that.

25 Q. Where is Tribeca Enterprises' office located?

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De Niro - Cross

1 A. The Tribeca Film Center, 375 Greenwich Street.

2 Q. Same building?

3 A. Same building.

4 Q. And what relationship, if any, does Tribeca Enterprises
5 have with the Tribeca Film Festival?

6 A. That's the whole part of it, integral to the whole thing.

7 Q. You mentioned Jane Rosenthal?

8 A. Yes.

9 Q. Who is she with respect to Tribeca Enterprises?

10 A. She runs the whole deal. She's the main person with
11 Tribeca, my partner, with the film -- with the Festival, not
12 called Tribeca Film Festival. Now it's the Tribeca Festival.

13 Q. How long have you worked with Ms. Rosenthal?

14 A. It's been, I think 35 years at least.

15 Q. Does Jane Rosenthal work for Canal?

16 A. No.

17 Q. Has she ever?

18 A. No.

19 Q. Who is Sandy O'Hearen?

20 A. She is our accountant, if you will, financial person,
21 keeping an eye on everything as far as all the money and
22 everything, the inner workings of that part of the enterprises,
23 and the whole -- everything. Sandy is a part of that.

24 Q. Does she work for Canal?

25 A. No.

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De Niro - Cross

- 1 Q. Does she provide services to Canal?
- 2 A. Indirectly, maybe, but that's it.
- 3 Q. Indirectly through a different entity?
- 4 A. Yes.
- 5 Q. What is Tribeca Productions, Inc.?
- 6 A. Those are movie -- that's part of the business enterprise
7 that we have. And that would be films that we've produced,
8 that would be Tribeca Productions, Inc.
- 9 Q. So does Tribeca Enterprises, LLC have its own employees?
- 10 A. Yes.
- 11 Q. Do any of those employees also work for Canal?
- 12 A. No.
- 13 Q. And turning to Tribeca Productions, does Tribeca
14 Productions have its own employees?
- 15 A. Yes.
- 16 Q. Do any of those employees work for Canal?
- 17 A. No.
- 18 Q. And you said that Tribeca Productions is involved in
19 movies, in fact, they produce major motion pictures?
- 20 A. Yeah.
- 21 Q. Can you tell the jury some of the motion pictures that
22 Tribeca Productions, Inc. has produced?
- 23 A. Well, Meet the Parents movies, Meet the Parents, Meet the
24 Fockers, Meet the Little Fockers, the Irishman. I'm just
25 recalling offhand but --

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De Niro - Cross

1 Q. Wag the Dog?

2 A. Wag the Dog, yes.

3 Q. Bronx Tale?

4 A. Bronx Tale, yes.

5 Q. What is the Tribeca Film Institute?

6 A. That's a separate non-profit that's connected with the
7 Festival, and some things are changing now, so I'm not quite
8 sure where the -- but that's -- that we had -- if I -- I could
9 be wrong about all this, but something with the Institute.
10 It's still operating, but we had something for filmmakers and
11 because of the pandemic, we've put a hold on that.

12 Q. Let's stick to 2019.

13 Did Tribeca Film Institute, did that entity have
14 employees?

15 A. To be honest, I don't really know.

16 Q. Now, was Chase Robinson ever employed by any of these
17 other, I'll call them, the Tribeca entities?

18 A. No, I'm not -- no, no. She shouldn't have been. No, she's
19 not.

20 Q. Did she have any duties or responsibilities directly
21 related to any of those Tribeca entities?

22 A. Well, indirectly through the interaction of
23 Canal Productions through those entities. But she has no --
24 had no authority over them or anything like that.

25 Q. All right. When she resigned, Chase held the title Vice

NAV6ROB5

De Niro - Cross

1 President of Production and Finance, I think we --

2 A. Yes.

3 Q. Now, the time implies Canal produces something. Does Canal
4 produce movies?

5 A. No.

6 Q. Does Canal produce anything in the entertainment industry?

7 A. No.

8 Q. Does it produce anything at all?

9 A. No, it produces me.

10 Q. Okay.

11 A. It produces me to people and loans me out to --

12 Q. So if I want you to appear somewhere, I go through Canal?

13 A. Technically, yeah, through agents and stuff and then
14 they -- with all the legal stuff going on, that's how it would
15 go through Canal at this point, yeah.

16 Q. Does Canal loan money or provide financing to any film
17 projects?

18 A. No.

19 Q. And from 2016 to 2019, other than Ms. Robinson, how many
20 employees actually were there in the Canal offices or on
21 Canal's payroll, ballpark?

22 A. Three, four.

23 Q. We heard Michael Kaplan?

24 A. Michael Kaplan, at that time, I don't know, Gillian Spear
25 was working there. I'm forgetting at that time. If you told

NAV6ROB5

De Niro - Cross

1 me, I would just tell you yes or no.

2 Q. Under five?

3 A. Yeah. Under five.

4 Q. And one of those five was Ms. Robinson?

5 A. Yes.

6 Q. She's an assistant?

7 A. Yes.

8 Q. And your assistant had an assistant?

9 A. Yes.

10 Q. Named Lulu?

11 A. Yes.

12 Q. Assistant to the assistant?

13 A. Assistant to the assistant, yes.

14 Q. Outside of acting, what other kinds of things are occupying
15 a lot of your time or at least were in 2019?

16 A. Well, stuff was -- with Nobu, with Greenwich, with things
17 that I -- personal family stuff. A movie that I'm doing and
18 that takes up most of my time.

19 Q. Do you make public appearances?

20 A. From time to time, not --

21 Q. Saturday Night Live?

22 A. Yeah, that's --

23 Q. Talk shows?

24 A. Yeah.

25 Q. What sort of involvement do you have with Nobu, the

1 restaurant chain?

2 A. Well, I'm an active partner, and I don't do the day-to-day
3 operations, of course. My partners do at Nobu and Meir Tepper
4 and many, many, people involved. But they bring me in to make
5 appearances and stuff like that, to be with them, make
6 decisions about stuff all the time.

7 Q. What do you mean to be with them?

8 A. Huh?

9 Q. Was --

10 A. With them in another city at an opening of a restaurant or
11 just for meetings that we have about the whole enterprise.

12 Q. Just by way of example, in the week before today, right,
13 coming up to the trial, how many times have you traveled
14 outside of New York City?

15 A. How many -- you said when, from when?

16 Q. In the last week, where have you been outside of New York
17 City?

18 A. I've been to LA and Miami, and that's it.

19 Q. How old are you now?

20 A. 80.

21 Q. Do you exercise regularly?

22 A. I try to. Yes, I do.

23 Q. How often do you try to exercise?

24 A. At least five times a week.

25 Q. With whom do you exercise five days a week?

NAV6ROB5

De Niro - Cross

1 A. Dan Harvey.

2 Q. We've heard Dan Harvey and we've heard Tom Harvey. Do you
3 know if they're related?

4 A. Dan Harvey is Tom Harvey's brother.

5 Q. Is Tom Harvey in as good of shape as Dan Harvey?

6 A. Probably not, no.

7 Q. How long has Dan been training with you?

8 A. It will be 40 years this February.

9 Q. When you're on location shooting, does Dan travel with you?

10 A. Yes, he does.

11 Q. And where does he live?

12 A. He lives in LA and in New York. He's constantly with me
13 all the time and he goes home, you know. We don't have a set
14 schedule, we always do it -- we play it by ear. But, you know,
15 I'm always very sensitive to his family needs and everything,
16 as all these years have worked this way.

17 Q. What time do you typically begin your workout with Dan
18 Harvey?

19 A. How?

20 Q. What time do you typically --

21 A. If I'm doing a movie, it could be like -- I could start
22 working sometimes as early as 3:00 in the morning, four or five
23 usually, because I have to leave for the set by six, 6:30. So
24 I have to get the workout in before, I want to get it done
25 before I go to the set.

NAV6ROB5

De Niro - Cross

1 Q. Fair to say, if you're filming, Dan Harvey would have to be
2 there with you?

3 A. He's -- well, on location or in New York, yeah, he's with
4 me.

5 Q. But if you're working out at 3:00 a.m., where is he?

6 A. He's with me.

7 Q. Are you able to take vacations?

8 A. Is he able to?

9 Q. Are you able to take vacations?

10 A. I'm take them when I'm not shooting. I take them whenever.
11 We have the usual vacations that everyone has, the holidays,
12 but, yeah. We -- and he -- you know, we all take our
13 respective vacations.

14 Q. Okay. For approximately how many years have you had an
15 assistant?

16 A. I think probably since -- I've -- maybe when I was in my
17 early 30s. Somewhere around there, I can't remember exactly,
18 but...

19 Q. More than 40 years?

20 A. It's more than 40 years, yeah.

21 Q. And Ms. Robinson has been described as a head assistant?

22 A. Yes.

23 Q. How does a head assistant differ, if at all, from an
24 ordinary assistant?

25 A. Well, whatever, she's just the point person. I have my

1 personal assistant who then, in the way I've allowed the
2 dynamic to happen, is that she then has say over the rest of
3 the office and what to do and what I need in relation to what
4 they can do for me, blah, blah, blah. So that's kind of how we
5 do it.

6 Q. So back in 2019, when there were a handful of employees,
7 she was top?

8 A. Yes, that's how, yeah.

9 Q. This title Vice President of Production and Finance, was
10 there a President of Production and Finance?

11 A. No. I don't know. This is a title that she asked me to
12 give her. She was asking me for a while and I'm saying it
13 really doesn't matter, the title, it's just what you do and if
14 you go off to take another job, which I certainly would never
15 discourage. If it's a better position for you, and even this
16 thing where we're talking about I needed her for the holidays,
17 I'm going through all these other things and moving to the
18 townhouse, if she had something that was more important for
19 her, for her career, I would be the first to say you got to do
20 it.

21 Q. I'll come to that.

22 Let me --

23 Robin Chambers' name was mentioned. I think you
24 testified she was your assistant until 2003.

25 A. Yeah.

1 Q. Since 2003, and continuing to date, does Robin Chambers
2 still on occasion provide services to Canal?

3 A. Yes.

4 Q. Can you tell the jury what kind of services she's provided?

5 A. It's more in -- pertaining to my archives and stuff like
6 that, things -- what I do, movies, and stuff that I've saved
7 from the films that I do, whether it be wardrobe, script,
8 notes, whatever I have, we give it to a certain place.

9 Q. Has she done that in some way, shape, or form, since her
10 job as assistant ended --

11 A. Yes.

12 Q. Let me finish.

13 In 2003?

14 A. Yes.

15 Q. It was mentioned yesterday about your marriage to
16 Grace Hightower.

17 Chase's employment in 2008 till 2019, that overlapped
18 with the same time that you were married to Ms. Hightower,
19 isn't it?

20 A. Yes.

21 Q. Now, as head assistant, is this a 9:00 to 5:00 job?

22 A. Excuse me, it could be -- well, it could be more than that
23 at times. I don't -- I try not to do things after 7:00 or 8:00
24 or 9:00 at night, ask for this or that, and these days I send
25 an e-mail or text or too early in the morning. And the way

1 it's set up now is the people in my office alternate. And one
2 of them does live in LA now, I let her live there, Sabrina.
3 She's fine with it, she handles whatever is needed and they
4 cover for each other.

5 Q. Does your professional life follow traditional office
6 hours?

7 A. Not in that sense, no.

8 Q. As a head assistant, would you describe that as a
9 Monday-to-Friday position?

10 A. No, it would be, you know -- they work out the hours
11 between them. And it's seven days a week, you know, it's
12 what -- when I call or e-mail to the office, whoever is on will
13 answer me whether it be e-mail or phone.

14 Q. Is the office open seven days a week?

15 A. No.

16 Q. When Ms. Robinson became the Vice President of Production
17 and Finance, did that title change any of her job duties as
18 head assistant?

19 A. Not really. It was more a title that she had wanted, and
20 that I -- wanting it, that it would help her. And to me it
21 doesn't really matter, it's what you do and then, you know,
22 when you leave, then I would give you the recommendation and
23 talk to whoever your perspective employer is, and tell them --
24 give them the picture of what I have. And that would -- no
25 reason for it to be negative. It would be positive.

NAV6ROB5

De Niro - Cross

1 Q. Let's -- I'm trying to keep the questions --

2 A. Sorry.

3 Q. That's okay.

4 -- narrow.

5 I just want to be clear when the title changed, did
6 the job change?

7 A. Not really, no.

8 Q. Now, as one of your rules, was she required to tell you
9 when she was taking off or landing?

10 A. Well, she's telling me she's not going to be -- she's not
11 required, but I guess that was something she felt to let me
12 know, just to go on record that she -- with us, not on record
13 like with something like this, but just to, you know, to say
14 I'm taking off now, if I need to call her because I couldn't
15 get her on the phone, just letting me know. So that was fine.

16 Q. Counsel asked you about rules. So I want to understand the
17 rules too. Was there a rule that when she was talking off or
18 landing, she had to tell you the time?

19 A. No, she was just giving me the whatever, the exact time
20 for, you know...

21 Q. Was she required to tell you if she went for a run?

22 A. No, not really, I guess at times. I said, okay, she's
23 telling me that because she's telling me in case I need to get
24 her at that time, she's running. It's not like -- she'd answer
25 the phone sometimes if I called her while she's running,

NAV6ROB5

De Niro - Cross

1 whatever. I'm like -- not like e-mails and all that's fine and
2 text, but I'm more of a telephone person.

3 Q. My question is narrower. For example, if she didn't text
4 you or call you or e-mail you to tell you she was going to go
5 for a run, might she have gotten in trouble from you for not
6 doing so?

7 A. I don't know. You know, it's all -- it was never set one
8 way or another. If there's something important that she knows
9 and we know and she has to be available, that's different.

10 Q. You used the phrase commonsense?

11 A. Yes.

12 Q. Would commonsense apply to the time she would have to
13 contact you?

14 A. Yes.

15 Q. Does your schedule commonly change even once it has been
16 set?

17 A. Well, it could at times. Something last minute could come
18 up with one of the kids or this or that or something, always
19 something.

20 Q. From 2016 to 2019, was it common for you to be in Canal's
21 office five days a week?

22 A. For me?

23 Q. Yes.

24 A. No.

25 Q. It was also mentioned by Ms. Robinson's counsel about

NAV6ROB5

De Niro - Cross

1 holiday times and presents. Can you tell the jury whether and
2 how holiday times are special and important at Canal's office?

3 A. Well, we have a lot of people to send cards to besides
4 family and close friends. And it's a tradition that we've
5 always been pretty much upholding, if you will.

6 Q. Would you say it's a busy time?

7 A. It's busy, yeah.

8 Q. Is it busier than other times of the year?

9 A. In some ways, yeah.

10 Q. Would Canal employees such as Ms. Robinson know that
11 December is a busy time because of --

12 A. Sure, of course.

13 Q. You were shown a document earlier as to when Ms. Robinson
14 was permitted to work from home. Do you have a recollection
15 approximately of when that was?

16 A. You mean on a daily basis or --

17 Q. Yes.

18 A. Not -- no.

19 MR. DROGIN: Can we bring up Plaintiff's Exhibit 149,
20 I believe this is in evidence already.

21 BY MR. DROGIN:

22 Q. Is this around the time that you permitted Ms. Robinson to
23 start working from her home?

24 A. I would imagine. I mean, I always remembered it just
25 going -- she'd go home to do stuff at home, which would be

1 easier for her. And sometimes you have to lay out a bunch of
2 photographs. I remember looking at stuff for some reason --
3 whatever reason I forget, going over stuff, it might have been
4 to create -- to make pictures for the new place I was moving
5 into. So -- and it was easier to do it on her table than down
6 at the office --

7 Q. I'm talking about something a little bit different. I'm
8 talking about a time where she was permitted to work remotely.
9 Where she no longer had an obligation to come into Canal's
10 office.

11 A. Well, she was always obligated to come into the office. I
12 mean, I never made much of a thing about it. She could work
13 from her house.

14 Q. In fact, from 2017 until the time that she resigned, she
15 was essentially based out of her home office; is that correct?

16 A. Okay. I'm not a hundred percent sure. I don't really --
17 you know, she was...

18 Q. All right. Are you aware of a meal policy at Canal where
19 lunches would be paid for for the employees?

20 A. Yeah, that was -- there was something with people
21 getting -- yeah, yeah.

22 Q. What was your understanding of the policy for lunches for
23 employees in Canal's office?

24 A. Well, I think I was, again, I'm not so sure about this, but
25 what I remember is that they would be -- everybody was taking

NAV6ROB5

De Niro - Cross

1 lunches on me, and I didn't even have a problem with that,
2 really. But then, well, there were several maybe, maybe it was
3 Chase said it shouldn't really be like that. I think if
4 they're working in the office, then you pay for their lunch.
5 And if not, you know, they do it on their own, they go out on
6 their own somewhere.

7 Q. Did you have any objection to this policy that if Canal
8 employees were working in the office, Canal would pay for
9 lunch?

10 A. No.

11 Q. Do you know of any policy -- by the way, let me back up a
12 step.

13 With regard to that policy, do you know if Chase had
14 any involvement in actually initiating that policy, that meal
15 policy?

16 A. She could have.

17 Q. In general, was she responsible for implementing policies?

18 A. Yeah.

19 Q. Would that include vacation policies?

20 A. Yes.

21 Q. Would that include sick time policies?

22 A. Mm-hmm.

23 Q. Do you know whether as part of her package, Chase was
24 entitled to any sick days?

25 A. Well, anybody was entitled to sick days.

NAV6ROB5

De Niro - Cross

1 Q. But as part of Chase's policies, do you know if there was a
2 policy specific to Canal employees as to how many sick days
3 they would have?

4 A. I don't know specifically but --

5 Q. That's my answer.

6 A. Okay.

7 Q. With regard to this lunch policy, how would Canal employees
8 know from where they might be able to order their lunch?

9 A. Well, they would order it in the places in the neighborhood
10 or even from the restaurants in the film center or in the
11 hotel.

12 Q. And to your knowledge, was there any spending limit? Could
13 they order whatever they wanted?

14 A. That's something that she could have imposed. I felt, you
15 know, again, it's commonsense, don't order a three-course --
16 three-star meal. Whatever. Just commonsense. It wasn't that
17 I made a hard and fast rule, this is what you can spend and
18 stuff.

19 Q. So employees were expected to use common sense?

20 A. Common sense, you know.

21 Q. Don't order 500-dollar lunches from Nobu?

22 A. Exactly.

23 Q. Was there ever a discussion between you and Ms. Robinson
24 about whether Canal would also pay for her lunches if she was
25 working from her home as opposed to in Canal's office?

NAV6ROB5

De Niro - Cross

1 A. Well, I suppose technically she shouldn't be doing that. I
2 know this is not what you want to hear, but I'd say, look, if
3 she told me, look, I'm ordering my lunch while I'm working at
4 home, are you okay with -- what am I going to say? No? Go
5 ahead, stuff like that. I hear now that she was doing that.

6 Now, she's starting to order dinner and now then her
7 rationale or her argument is I'm working till late at night, I
8 have to order dinner. I don't know that. She knows that. So
9 only she can say whether she was doing what was right or maybe
10 fudging it a little or whatever.

11 Q. Was it your understanding whether Ms. Robinson could go
12 grocery shopping at Whole Foods or Dean & DeLuca to purchase
13 groceries for her lunches or dinners?

14 A. I wasn't aware of that. I don't know if she did do that.

15 Q. Does that comport with your understanding of commonsense?

16 A. Not really.

17 Q. Why not?

18 A. You know, you just -- it just doesn't. You got to be a
19 little discerning here. And, again, I left it up to them. I
20 don't want to -- if somebody made an issue out of it, I said,
21 okay, do it, whatever. Otherwise, I'd say, you know -- I
22 didn't have hard and fast rules with all this stuff.

23 Again, I was trying to leave it up to people to use
24 their common sense, to do what they know is right, and that's
25 all.

NAV6ROB5

De Niro - Cross

1 Q. All right. I want to sort of move to 2018 and set the
2 stage to the events of 2018. Back in 2018, you and
3 Ms. Hightower were still living together, correct?

4 A. Yes.

5 Q. Was it your intention in early 2018 to remain living there
6 with Ms. Hightower?

7 A. I don't know if that's when I was asking Chase Robinson to
8 look for apartments for me.

9 Q. That was my next question.

10 A. Yeah.

11 Q. So it was around that time?

12 A. Yes, I guess it was.

13 Q. So in her role as your head assistant, you asked her to
14 look for places for you to live?

15 A. Yes.

16 Q. Is that how the townhouse was located?

17 A. Yes, yeah.

18 Q. Was a lease signed at the townhouse in 2018?

19 A. I don't remember when it was signed, when it was committed
20 to. I don't remember that.

21 Q. But Ms. Robinson did play a role in locating and sort of
22 situating you at that townhouse?

23 A. Yeah, yeah.

24 Q. Was it your intention to move into the townhouse with
25 Ms. Chen?

NAV6ROB5

De Niro - Cross

1 A. I mean, it was moving in that direction, yes.

2 Q. In the late spring of 2018, you spent some time in
3 California?

4 A. Yes.

5 Q. Malibu?

6 A. Excuse me, yes.

7 Q. Were you there alone?

8 A. I was there -- she was with me most of the time.

9 Q. Who is she? I'm sorry. Who is she?

10 A. Chen.

11 Q. And when you and Tiffany returned to New York from Malibu,
12 did you immediately move into the townhouse?

13 A. No, not immediately. We stayed in a hotel here and there.
14 We were still being -- getting ready. But I didn't move back
15 to where I lived with my wife.

16 Q. So over the summer of 2018, where were you actually living?

17 A. That coming summer, you mean?

18 Q. The summer of 2018 when you came back from Malibu?

19 A. It was the fall, so the late summer, early fall.

20 Q. Okay.

21 A. I was living in hotels here and there until I could move
22 in. And I forget exactly when. I know it was before
23 Christmas, obviously, but I was getting everything ready to
24 move in.

25 Q. Fair to say there was some urgency to move out of the hotel

1 and into your new home?

2 A. I could save money that way, I definitely wanted to get
3 into the place.

4 Q. There's been testimony you've given about Chase's
5 involvement in the townhouse. Other than her initial
6 assistance in locating the townhouse, what other role did she
7 start to play in the beginning?

8 A. Well, no, she was just getting -- helping -- she introduced
9 me to her friend Rachel who then became an interior decorator
10 to help me with the whole thing. I used Rachel, I liked her,
11 and then she -- so -- what was the question?

12 Q. I'll ask a different question.

13 A. Yeah.

14 Q. Did you force Chase Robinson to help you with the
15 townhouse?

16 A. No. No, of course, not.

17 Q. Did it appear to you that she appeared annoyed or resentful
18 that she was involved in the townhouse?

19 A. No, I don't think she was resentful at all. It seemed that
20 she was okay. And you want me to go further or do you want me
21 to wait for a question?

22 Q. It's good if you just answer the question and I ask another
23 one.

24 A. Okay, because I can do either.

25 Q. I'll get there, I promise.

1 A. You tell me.

2 THE COURT: I also have a say in it.

3 Go ahead, Counsel.

4 A. He just told me I can't say anymore, that's it.

5 BY MR. DROGIN:

6 Q. Rachel Humphreys. Who is she?

7 A. She was the friend of Chase's who was an interior
8 decorator. And she introduced me to her and I said fine, okay,
9 we'll start together.

10 Q. Chase introduced you to her friend?

11 A. Yes.

12 Q. You hired the friend?

13 A. Yeah.

14 Q. And over that period of time, would you and Ms. Robinson
15 and Ms. Humphreys travel together with regard to certain tasks
16 relating to the townhouse?

17 A. Yes.

18 Q. So what sort of things would you and Chase and her friend
19 Rachel do together?

20 A. We'd go to the showrooms on the Upper East Side, furniture
21 showrooms, went to a place to make some furniture just to my
22 specifications. Stuff like that. Yeah.

23 Q. And throughout that period of time, did your opinion ever
24 change as to whether or not Chase seemed to no longer want to
25 be involved in these tasks?

NAV6ROB5

De Niro - Cross

1 A. No, no.

2 Q. Was Rachel Humphreys involved in any other tasks -- let me
3 change the word -- any other projects relating to you, other
4 than the townhouse?

5 A. No, it was whatever -- no. She was just that, that was the
6 townhouse.

7 Q. Did Rachel Humphreys over that period of time, was she
8 doing any work for Canal?

9 A. No.

10 Q. Was she doing any work for any of the Tribeca entities?

11 A. No.

12 Q. So in April of 2019, you were shown an e-mail where she was
13 taken off all of your projects. Do you remember seeing that
14 e-mail?

15 A. I guess, yeah. I did, yeah.

16 Q. So all of the projects that she --

17 A. Well, the only project was the house. And she was pretty
18 much almost done anyway, so --

19 Q. That was my next question.

20 When you moved into the townhouse, was -- this was the
21 first time -- well, was this the first time that Ms. Chen was
22 going to be living with you?

23 A. I don't remember the date specifically.

24 Q. I'm just saying in general, was which the first time you
25 two would be living together?

NAV6ROB5

De Niro - Cross

1 A. Yeah.

2 Q. Some of your children would be living in the townhouse?

3 A. On certain days they'd come and visit me, and when they did
4 she wasn't there because that was what we felt should be done.
5 That was what I should do and did, of course.

6 Q. Is it fair to say you would entertain, expect to entertain
7 family at townhouse?

8 A. Yes.

9 Q. And Tiffany would be there?

10 A. Yeah. Well, certain family members and friends, my older
11 kids. But not the younger ones.

12 Q. And your relationship with Tiffany would be essentially
13 made public at that point, is that fair?

14 A. At one point, I forget exactly when, but somewhere.

15 Q. Was Tiffany introduced to your friends?

16 A. To --

17 Q. Your friends in 2018?

18 A. To my friends? Some.

19 Q. Was Tiffany introduced by you to some of your business
20 associates?

21 A. Only one would be Chase, I think.

22 Q. Was she introduced at some point to Michael Tasch?

23 A. At one point somewhere in there, yes.

24 Q. Tom Harvey?

25 A. Yes.

NAV6ROB5

De Niro - Cross

1 Q. Dan Harvey?

2 A. Yes.

3 Q. The other Canal employees?

4 A. Them, not so much, just, you know...

5 Q. Do you recall approximately when in 2018 you and Tiffany
6 moved into the townhouse?

7 A. I don't remember specifically when. Sometime, I guess,
8 late, late fall, winter, mid -- you know, late -- mid, late
9 November, early in December, I would imagine.

10 Q. Before the holidays?

11 A. Before the holidays.

12 Q. Were other Canal employees assisting in readying the
13 townhouse for your move-in?

14 A. A little bit. I think Lulu White was, Sabrina just started
15 working for us and she -- Chase had asked her to help me one
16 day, I remember on a Saturday, in the townhouse. I was trying
17 to get something in, maybe a closet or something. She was
18 helping me put stuff away.

19 Q. What about Michael Kaplan?

20 A. He also was helping at times, yeah.

21 Q. Towards the end of 2018, was a housekeeper hired?

22 A. I would imagine. I don't remember how, or who or where,
23 you know, what.

24 Q. At some point, so there was a housekeeper?

25 A. At some point, we needed a housekeeper, yes.

1 Q. What sort of things did the housekeeper do at the townhouse
2 once --

3 A. What housekeepers do, take care of everything, make sure
4 everything is cleaned, the dishes and the laundry, the beds
5 made, da, da, da, you know.

6 Q. So the housekeeper would have been hired after you moved
7 in?

8 A. Yes.

9 Q. Once you and Tiffany moved into the townhouse, what role,
10 if any, was Chase supposed to play there, if any?

11 A. I'm not -- well, pretty much we had done a lot of it
12 already, but there could have been overlap stuff that -- with
13 the townhouse.

14 Q. I'll ask it a different way. Was there a lot for her to
15 do?

16 A. Not that I remember.

17 Q. Do you still live in the townhouse?

18 A. No, I moved.

19 Q. Do you recall when you actually introduced Tiffany Chen and
20 Chase Robinson?

21 A. I don't remember. It was sometime in the fall. I don't
22 know exactly. It was a time when I felt -- now what Chase was
23 helping me with and what Tiffany and I were doing, it was
24 overlapping, so now is the time that she meets her and they
25 meet each other and, you know.

1 Q. Do you remember where it was that you actually physically
2 introduced --

3 A. It was at the house.

4 Q. At the townhouse?

5 And where were there any particular circumstances that
6 caused you to want them to meet at that time?

7 A. I felt it was time because things were getting close with
8 getting the place ready. And Tiffany was, starting to get --
9 getting things ready, so they had to meet in order to work
10 together, and all of us worked together.

11 Q. What sort of things did you tell Tiffany about Chase in
12 advance of that meeting, their meeting?

13 A. That she's my assistant. She was aware of her because I
14 think I told her about her before, Tiffany about Chase. She
15 had some understanding of who she was and what she did.

16 Q. What, if anything, had you told Chase about Tiffany in
17 advance of that meeting?

18 A. I didn't tell her anything until she met her.

19 Q. For the remainder of 2018, did Chase ever express any
20 concerns to you about how Tiffany was treating her or acting
21 towards her?

22 A. When was this?

23 Q. For the remainder of 2018, did Chase ever complain to you
24 or voice any concerns about how Tiffany was acting towards her?

25 A. I don't remember her doing anything, like, saying that to

1 me.

2 MR. DROGIN: All right, can we bring up Plaintiff's
3 Exhibit 172? That's not it. I believe this is also in
4 evidence. And, Ms. Cardona, if you could scroll down? There
5 we go.

6 BY MR. DROGIN:

7 Q. There's a text that was shown to you and portions of it
8 were read to you yesterday. Six lines from the bottom, it
9 says: I can't even stand my ground where I think I live. It's
10 a very uncomfortable situation, it seems to be getting -- it
11 seems to get a little better. And then she thinks of something
12 again, and you allow her. I don't work for her. I'm not in a
13 relationship with her, and I'm not having her mess with me
14 anymore.

15 Did you have an understanding at that point what
16 Tiffany was talking about?

17 A. I'm not seeing certain things. I'm seeing a dynamic that's
18 not in front of me. So that -- but I've seen Chase be a little
19 edgier, this or bossy. Me, I said, look, don't take it
20 personally, that's the way she is, it's okay. I really needed
21 her to help me, Chase, to help us get this place ready. And I
22 didn't want all this craziness. I just wanted, like, let's all
23 play nice and get it done.

24 And but I was -- and I was making excuses for Chase,
25 and Tiffany was really trying to be friends with her. And I

NAV6ROB5

De Niro - Cross

1 saw the effort and I think, you know, and I'm finally seeing
2 what's going on. I don't -- this is not -- not going to work
3 ultimately at the house.

4 Q. From your perspective, did it appear to you that Tiffany
5 was jealous of Chase?

6 A. No.

7 Q. Did Tiffany ever accuse you of having any sort of romantic
8 interest in Chase?

9 A. No. She didn't, no.

10 Q. Did Tiffany ever accuse you or ask you if you want to have
11 any sort of romantic relationship with Chase?

12 A. No.

13 MR. MACURDY: Objection, your Honor. It's hearsay.

14 THE COURT: Overruled.

15 BY MR. DROGIN:

16 Q. In November of 2018, do you recall a conversation where
17 Chase told you that she was resigning?

18 A. Yes.

19 Q. Ultimately, you negotiated and she stayed?

20 A. Yeah.

21 Q. What reason, if any, did she give you as to why she was
22 leaving?

23 A. Oh, she said other -- she had -- I don't know what it was.

24 She had other -- maybe even another offer or something. I
25 don't know. And it's time for her, and I said, well, look, you

1 see the situation I'm in, I've got all these things going on.
2 If you stayed longer, it would be better to help me over this
3 hump, if you will.

4 And so that's where we started talking about it, and
5 then I -- I don't know whether we resolved it in that
6 conversation, but I, knowing myself, felt -- feel that I would
7 have said, look, we'll get there, this is what you're saying
8 you want. All right, okay, well, let me figure it out, but,
9 okay, we'll do -- we'll get it done.

10 Q. Let's break it down a little bit. You talked about getting
11 over a hump, what was the hump you were talking about?

12 A. I was going through a divorce, I had the children, I had --
13 what else was going on? I don't know if I was in a movie,
14 involved in a movie, I can't remember. But I had a lot going
15 on. It was the holidays coming up. All that. I had just --
16 it was not the right time for her to leave.

17 Q. This is a good opportunity to ask for a raise, though,
18 right?

19 A. Well, yeah, okay.

20 Q. So the reason that she told you she was leaving, did she
21 tell you she was leaving because of Tiffany?

22 A. No.

23 Q. Did she mention that she might have another opportunity?

24 A. And when we had that conversation, I don't know how close
25 it was to when she met Tiffany. It wasn't -- not that much

1 time, as I remember had gone by.

2 MR. MACURDY: Your Honor, I object to leading
3 questions from counsel.

4 THE COURT: That objection is well founded. You can
5 ask open-ended questions.

6 BY MR. DROGIN:

7 Q. At that time when Chase told you she was going to be
8 leaving, had Tiffany asked you to fire her?

9 A. No. That, as I remember, was a time when things were
10 still, you know, in limbo -- not in limbo, but there was no --
11 nothing going on, really, of one way or another.

12 MR. DROGIN: All right. Can you please show the
13 witness Defendant's Exhibit 154.

14 I don't believe there are any objections.

15 THE COURT: Any objection to 154?

16 MR. MACURDY: Assuming it was one we exchanged before,
17 your Honor, there shouldn't be any objections, as long as
18 counsel can respect that.

19 MR. DROGIN: I don't think there were, are there
20 objections?

21 MR. MACURDY: It's one that we exchanged before?

22 MR. DROGIN: Yeah.

23 MR. MACURDY: There's no objections, your Honor.

24 THE COURT: Received.

25 (Defendant's Exhibit 154 received in evidence)

1 MR. DROGIN: Is it up on the screens?

2 I would offer 154 in evidence.

3 THE COURT: I think you already did and I received it.

4 MR. DROGIN: Oh. I apologize.

5 If you could scroll down, Ms. Cardona. Perfect.

6 BY MR. DROGIN:

7 Q. On screen, it appears to be an e-mail from Chase to you
8 dated December 10, 2018. Do you see that?

9 A. Yeah, I'm looking at it.

10 Q. At this time, had the negotiations with Ms. Robinson
11 already begun?

12 A. I don't remember.

13 Q. Well, in November had she told you she was leaving?

14 A. She told me in November she was leaving.

15 Q. So in December 10 -- on December 10th, she e-mails you, she
16 said in part: I know there was never a good time to reschedule
17 this meeting or talk or deal with me leaving. This is
18 incredibly difficult and sad for me too, but I will make sure I
19 do everything in my power to ensure a smooth transition. Over
20 the past 11 years, you have always been my first priority. I
21 will always make sure you are taken care of while I work for
22 you. The plans I've made for the office will help. We can
23 discuss.

24 Do you see that?

25 A. Yeah.

1 Q. Did she tell you at that point or did you know where she
2 was going?

3 A. No, I don't -- I don't know where we are at this point with
4 this. I was -- I thought maybe by this time, December 10th, we
5 had resolved things and so I don't know what -- where this fits
6 in in all of that.

7 Q. Was this during the period of time you were referring to as
8 "the hump"?

9 A. Sorry?

10 Q. Is this still during the period of time that you're
11 referring to as "the hump"?

12 A. This is the very -- you know, we're getting into it,
13 December 10th.

14 Q. And as of December 10th, was it still your intention to try
15 to keep her on as a Canal employee?

16 MR. MACURDY: Objection, your Honor, leading
17 questions.

18 THE COURT: Sustained.

19 BY MR. DROGIN:

20 Q. What was your intention, notwithstanding the fact that
21 Chase had told you she was going to be leaving?

22 A. I don't know at this point. If you told me December 10, I
23 thought by that time we had resolved anything and she was just
24 moving forward.

25 Q. As of December 10, had you been made aware by Tiffany that

1 she had a problem with Chase?

2 A. I don't really know. I don't remember if there's
3 documentation to, you know, to that, an e-mail from Tiffany or
4 something that said she was then -- then I'll see that it's
5 during that time, things were heating up.

6 Q. Ultimately, was there a deal in place where Chase stayed?

7 A. Sorry?

8 Q. Was a deal put in place where Chase stayed?

9 A. For her?

10 Q. Yes.

11 A. I would think by December 10th we had resolved it in some
12 way.

13 Q. What was your understanding of the terms?

14 A. The extra money she wanted, the two years, she slowly --
15 you know, whatever you want to call it, resign or recede,
16 whatever. She would not be working for me anymore at that
17 point, I think.

18 Q. The two years, did you have clarity on whether or not she
19 was going to stay employed for two years or that she might
20 leave sooner than two years?

21 A. Well, I wouldn't think --

22 Q. What was your understanding?

23 A. Well, if she said she's going to stay for two years, I
24 guess that's what my understanding would be. Staying for two
25 years, you know...

NAV6ROB5

De Niro - Cross

1 Q. In early 2019, what additional issues, if any, arose at the
2 townhouse that required Chase's involvement?

3 A. To be honest, I don't remember.

4 Q. Who is Miriam?

5 A. Miriam, I'm not --

6 Q. Miriam Belsky?

7 A. Who worked for me when I was with --

8 Q. I'll ask it a different way.

9 Do you know who the owner or landlord was at the
10 townhouse?

11 A. Miriam, she was the landlord.

12 Q. Do you know what, if any, type of working relationship
13 Chase had established with Miriam?

14 A. Chase's claim was she had the relationship with her, blah,
15 blah, blah, and all that stuff. So I said, okay. You had the
16 relationship -- which was important. She was the liaison, if
17 you will. Not that I couldn't have called her or talked to her
18 too. But, again, I just want things simple. She's supposed to
19 be doing all this, okay, great. So I don't want to have to
20 talk to Miriam unless I have to. Nothing against her, you
21 know.

22 Q. Did an issue arise in early 2019 that you felt Chase should
23 be involved in with Miriam?

24 A. I'm not -- can you tell me what that is because I don't
25 remember.

NAV6ROB5

De Niro - Cross

1 Q. Mold?

2 A. Mold, oh, yeah.

3 Q. What happened with the mold as you remember it?

4 A. Mold was, it was becoming a big problem.

5 Q. Why was it becoming a big problem?

6 A. Tiffany was getting sick from it. Very, very, you know, it
7 was really kind -- she has a very sensitive system, but the
8 mold was affecting her. It was really kind of something and
9 then it's not easy to get rid of. There were sort of
10 patchwork-type things done which didn't work. It was
11 interesting. It was a much more serious problem than I had
12 imagined.

13 Q. Did Chase become involved in trying to assist?

14 A. I guess she was supposed to at one point or help out,
15 because of -- because I'm not, if you refresh my memory, tell
16 me, I will tell you, yes, that is what it was.

17 Q. I'll come through it a different way.

18 March 27, 2019, there was a document you were shown
19 that said you were skiing, just to orient you on time and
20 place.

21 Do you remember going skiing at the end of March of
22 2019?

23 A. Yeah.

24 Q. Do you remember who you were with?

25 A. My two youngest kids, Elliot, maybe more, but at least

1 Elliot and Helen and maybe Julian.

2 (Continued on next page)

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1 MR. DROGIN: Can we please put up Defendant's Exhibit
2 21?

3 And I don't believe there are any objections.

4 MR. MACURDY: No objection, your Honor.

5 THE COURT: OK. Received.

6 (Defendant's Exhibit 21 received in evidence)

7 Q. Here at the bottom, keep going -- have you seen these
8 e-mails before?

9 A. Yeah.

10 Q. Do you have an understanding -- let's go back to the next
11 one. Who is Jerry? It says: Jerry and his guys are handling
12 everything.

13 A. Jerry was the guy doing the construction, coming in and
14 fixing everything that was, you know, the walls and all that
15 stuff and whatever leaking there was at one point that had to
16 be fixed.

17 Q. The next e-mail, please. See where it is highlighted it
18 says: RDN Sr.'s?

19 A. Yeah.

20 Q. Do you have an understanding and to what the RDN Sr.'s?

21 A. Those were my father's paintings that had to be taken down
22 in order to get the painting done in the townhouse.

23 Q. Chase writes here: That would be a Kap question. Kap,
24 possible to get Force over there, too?

25 Do you know what "Force" is?

1 A. That was a moving company we used that knew how to handle
2 paintings and how to take them down, put them back, and so on;
3 store them.

4 Q. Next e-mail, please?

5 Sir, here is an e-mail from Tiffany. Just to be
6 clear, you are skiing? Mr. De Niro, this is still March 27?
7 My question now is, is this is still March 27 and you were
8 skiing?

9 A. Yes.

10 Q. This is an e-mail Tiffany sent?

11 A. Yes.

12 Q. Can we scroll one?

13 Chase writes to Tiffany here: Unfortunately, I'm not
14 in touch with Force, nor do I have their direct numbers. I
15 know Kap will handle and make sure it is done.

16 Do you see that?

17 A. Yeah.

18 Q. What was your understanding as to what was going on at this
19 point?

20 A. Well, we needed the paintings down in order to get painting
21 done and they wouldn't do it unless they were taken down,
22 understandably, and Kap was -- Chase was saying get Kap to do
23 it. He also had issues at that -- health issues that had to be
24 dealt with and it wasn't right, really, to ask him to do it.
25 Chase knew what to do. I guess my feeling is why didn't she

1 just do in the spirit of doing the right thing, no matter
2 what's going on.

3 Q. Can we go to the next e-mail?

4 Now, here is an e-mail from Tiffany to Chase copying
5 you and Michael Kaplan. In the third paragraph Tiffany writes:
6 Maybe you should make a new guide for both Bob and myself.
7 This way, he and I know what you have determined your
8 responsibilities to be. This way, going forward, we have less
9 confusion about what you have determined your job
10 responsibilities to be. Again, this is time sensitive. As you
11 yourself have pointed out in the past, Kap has kids and a
12 health issue that comes first and foremost.

13 Can we scroll up to the next e-mail? Just a little
14 bit more so we can see? There we go.

15 Chase now brings you into this e-mail separately. Do
16 you see that?

17 A. She what separately?

18 Q. She now e-mails separately.

19 A. Separately.

20 Q. Right? Ms. Chen is not on this e-mail?

21 A. Yeah.

22 Q. She is going to you directly?

23 A. Yeah.

24 Q. She says: Hi. It has been pretty obvious for a while that
25 there is an issue with me working for you.

1 Did you agree with that? Is there an issue with her?

2 A. I didn't want to agree with any of it, I wanted it all to
3 go smoothly but, again, with this, what the right thing would
4 have been to do is for her to help us get through this, do it,
5 and not to make an issue with Kap knowing how difficult it was
6 to get him to do it because of what was going on with him.
7 Period.

8 Q. But as it related to her job at Canal, to your knowledge
9 was there an issue, as she says, with her working?

10 MR. MACURDY: Objection.

11 A. I can't remember.

12 THE COURT: Overruled.

13 Q. The next sentence she says: And I have tried really hard
14 without bothering you, to get out of the middle and out of
15 working -- and out of your home and get back to my job.

16 Do you see that?

17 A. Yeah.

18 Q. What was her job?

19 A. Well, her job was my assistant, and I think by this point
20 she wasn't at the townhouse, though we did have a situation
21 where we needed help in getting it done and my feeling is
22 unless I am missing something that she should have been --
23 should have just risen to the occasion and just done it.

24 Q. In fact, to your recollection, when was the last time that
25 Chase Robinson had actually set foot in the townhouse?

1 A. I don't know but it might have been a while.

2 Q. From this e-mail, what was your understanding as to whether
3 or not Chase Robinson wanted to continue working on the
4 townhouse project?

5 A. Well, it seems like she doesn't want to be part of it.

6 Q. Did you have an understanding from your interactions with
7 Ms. Chen as to whether Ms. Chen wanted Ms. Robinson to be part
8 of it?

9 MR. MACURDY: Objection.

10 THE COURT: Basis?

11 MR. MACURDY: He is asking what Ms. Chen is thinking.

12 THE COURT: He was asking Mr. De Niro's understanding.
13 Overruled.

14 A. What was -- just ask me that again, please?

15 Q. Sure. What was your understanding, from Ms. Chen, as to
16 her position on Chase working at the townhouse?

17 A. Well, she was pretty annoyed with her but at the same time,
18 as you see in these e-mails, she wanted resolution in this
19 problem and she was asking what to do. I was away on spring
20 break vacation with a few of the kids and this is where we
21 found ourselves.

22 Q. OK. Thank you.

23 At this point did you have any knowledge as to whether
24 or not Ms. Robinson was actively seeking another job?

25 A. No.

1 Q. Had she told you that she was in the process of
2 transitioning out and looking for a new position?

3 A. No. Not that I remember.

4 Q. Do you have an understanding from the deal that you had
5 with her as to whether or not she could voluntarily leave if
6 she wanted to before the two years?

7 A. Well, look. If she wanted to leave she could leave, but I
8 had no indication that that was what was happening.

9 Q. Sometime between March 27 and April 2nd you returned from
10 skiing?

11 A. Yes.

12 Q. And by the morning of April 2nd, had you had a conversation
13 with Tiffany about Chase's continued role in the townhouse?

14 A. I can't remember. If there is documentation on it you can
15 help me refresh my memory on that. I don't know.

16 Q. Other than relating to the townhouse, was Chase Robinson
17 involved in any other matters with Tiffany?

18 A. No.

19 Q. What understanding, at that point, did you have as to
20 whether being removed from the townhouse is something Chase
21 wanted?

22 MR.. MACURDY: Objection?

23 THE COURT: Overruled.

24 A. Yeah. I mean, she did want it, you know. She is saying it
25 in these e-mails.

1 THE COURT: Ladies and gentlemen, this is being
2 received not for what Mr. Robinson -- what the plaintiff
3 wanted, just for the defendant's understanding as to what she
4 wanted.

5 Go ahead.

6 MR. DROGIN: Your Honor, I would like to show the
7 witness an exhibit simply for refresh recollection purposes. I
8 may not offer it.

9 THE COURT: I don't think -- well, let me hear the
10 other side. Is there objection to showing an exhibit for
11 refreshing recollection?

12 MR. MACURDY: I'm not sure that the foundation has
13 been laid, your Honor.

14 THE COURT: I agree with that.

15 MR. DROGIN: Can we bring up Defendant's Exhibit 247?

16 THE COURT: In other words, I am sustaining the
17 objection.

18 MR. DROGIN: Understood.

19 BY MR. DROGIN:

20 Q. On the morning of April 2nd, 2019, you and Ms. Chen have a
21 conversation about whether Chase Robinson would be removed from
22 the townhouse project?

23 MR. MACURDY: Objection. Leading.

24 THE COURT: Overruled.

25 A. I don't remember.

1 MR. DROGIN: You can take that down.

2 Q. Do you recall having a conversation with Chase Robinson on
3 April 2nd, 2019?

4 A. I don't recall a conversation.

5 Q. Did you ever record any of your telephone calls with Chase
6 Robinson?

7 A. No.

8 MR. DROGIN: I would like to play for the jury
9 Defendant's Exhibit 285. You have ruled on this already, your
10 Honor?

11 THE COURT: OK. You may do so.

12 (audio played)

13 Q. Did you know you were being recorded?

14 A. No.

15 THE COURT: That's your voice, Mr. De Niro?

16 THE WITNESS: Yeah.

17 THE COURT: 285 is received.

18 (Defendant's Exhibit 285 received in evidence)

19 Q. Did you know you were being recorded?

20 A. No.

21 Q. Did Chase have your permission to record your call?

22 A. No.

23 Q. In that voicemail you told her you wanted to meet with her?

24 A. Yes.

25 Q. Did you in fact meet with her?

1 A. I forget. Sorry.

2 Q. What did you want to tell her?

3 A. I'm not sure.

4 Q. Did there ever come a point in time that you told her she's
5 off the townhouse?

6 A. Well, I would imagine we had a talk about it and I would
7 say, look, you know, it is just not working so, you know,
8 that's it.

9 Q. Was there in fact any conversation in which you told her
10 you are done with the townhouse?

11 A. I don't remember but I wouldn't be surprised if there was.

12 MR. MACURDY: Objection, your Honor.

13 THE COURT: Basis?

14 MR. MACURDY: He is completely speculating.

15 THE COURT: Sustained. The answer is stricken.

16 Q. Was there a reason you wanted to speak with her face to
17 face, as you said on that call?

18 A. Well, it would be -- it's not something to talk over the
19 phone about with someone in this -- I wanted to talk to her
20 face to face about what it is and this is what we are going to
21 have to do now. You are not involved in that anymore. It is
22 too much.

23 Q. Were you going to meet with her and fire her?

24 A. No.

25 Q. Did you ever fire her?

1 A. No.

2 Q. In April of 2019, how much work at the townhouse was needed
3 to be performed by Canal employees?

4 A. I don't remember. At that point it seems a lot of it would
5 probably have been done.

6 Q. At some point was Lulu White placed with Tiffany to work on
7 the townhouse?

8 A. At one point, yeah.

9 Q. Was that before Chase resigned?

10 A. It had to have been. Well, yeah, it had to have been.

11 Q. Does it refresh your recollection at all as to when
12 Ms. Robinson may have been taken off of the townhouse?

13 MR. MACURDY: Objection, your Honor. That's not
14 proper refreshing.

15 THE COURT: Yes. Well, I'm going to permit that.

16 THE WITNESS: So I can answer the question?

17 THE COURT: Yes.

18 THE WITNESS: What was that? You said was it before?

19 BY MR. DROGIN:

20 Q. Yes. Lulu White being placed on the townhouse, was that
21 before Ms. Robinson resigned?

22 A. Yeah.

23 Q. And my question now is Chase Robinson resigned on April 6;
24 correct?

25 A. Uh-huh.

1 Q. And on April 2nd, you said you wanted to have a
2 conversation in person with Ms. Robinson?

3 MR. MACURDY: Objection, your Honor.

4 THE COURT: Sustained.

5 MR. DROGIN: I will move on.

6 Q. Ms. White's work on the townhouse, was that a permanent
7 assignment?

8 A. No.

9 Q. How long was Ms. White supposed to work on the townhouse?

10 A. I'm not sure how long. You know, as long as we needed
11 stuff to get done and then that would be it as far as that
12 goes.

13 Q. Was it wrapping up by then?

14 A. I think by that time it would. I'm not a hundred percent
15 sure.

16 Q. After the work at the townhouse that necessitated
17 Ms. White's involvement had concluded, was she going to return
18 to Canal? Or to Canal's office?

19 A. Lulu White?

20 Q. Yes.

21 A. I forget what was -- what had been determined.

22 Q. As of April 3rd, was it your understanding Chase Robinson
23 was being fired?

24 A. No.

25 Q. Were you firing Chase Robinson the week -- that week of

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De Niro - Cross

1 April 3rd to April 6?

2 A. No.

3 Q. Had you made any sort of decision to fire Chase Robinson?

4 A. No. No, it was -- you know.

5 Q. Was any portion of Chase Robinson's regular work at Canal
6 being taken away from her?

7 A. No.

8 Q. Was Chase Robinson being told that she could no longer work
9 from home?

10 A. No.

11 Q. Was Chase Robinson's salary being reduced at all?

12 MR. MACURDY: Objection, your Honor, to the leading.

13 THE COURT: It is proper leading. Overruled.

14 A. No.

15 Q. Were any of Ms. Robinson's perks or benefits being taken
16 away or even reduced?

17 A. No. Nothing.

18 Q. Was your understanding that your work-related interactions
19 with Chase were going to be changing at all?

20 A. Well, as far as the townhouse goes and stuff like that, but
21 you know, we were in a period where she is working here, this
22 has happened. I'm like, you know, oh God, but still we are
23 moving ahead, I'm not changing anything.

24 Q. Right. Other than the townhouse, were you changing your
25 professional interactions with Ms. Robinson?

1 A. No.

2 Q. Other than the period of time that Ms. White might be
3 working at the townhouse, were Ms. Robinson's job duties at
4 Canal, as they related to other Canal employees, being changed?

5 A. No.

6 Q. And other than regarding the townhouse, did Chase have any
7 other responsibilities relating to Tiffany Chen?

8 A. No.

9 Q. I would like to move to April 6, 2019. How did you learn
10 that Chase Robinson resigned?

11 A. She sent me an e-mail.

12 Q. Do you remember what day it was?

13 A. April 6.

14 Q. Do you remember what day of the week it was?

15 A. Oh, what day? It was Saturday.

16 Q. Do you remember what time of day it was?

17 A. I think it was late afternoon, early evening.

18 Q. Do you remember where you were when you got that e-mail?

19 A. I was at a restaurant with family members at a birthday.

20 Q. As your head assistant, would she have been aware that you
21 were at a birthday celebration of your family?

22 A. Chase? Would she have been aware?

23 Q. Yes.

24 A. She had to have been aware.

25 Q. Had you been given any advance notice by Chase that she was

1 going to resign?

2 A. No.

3 Q. As you understood it, was her resignation going to take
4 effect in the future or immediately?

5 A. My understanding was that it was immediate.

6 MR. DROGIN: Can we please put up Plaintiff's Exhibit
7 69 and the bottom e-mail? There we go. That's it.

8 Q. Is that the e-mail you received?

9 A. Yes.

10 Q. When you saw that e-mail at dinner on that Saturday night
11 with your family, can you tell the jury what your emotions
12 were?

13 A. I'm just reading a little more of it -- I was relieved.

14 Q. In the days after Chase left, how did things go at Canal?

15 A. To the best of my memory they were OK. You know. I had
16 asked, I said make sure -- and I think we have the e-mail
17 there -- just make sure you tie up any loose ends, help with
18 the transition. And that's it.

19 Q. If you go to the top of e-mail, at 8:48 p.m., you brought
20 several other people onto the string. Do you see that?

21 A. I'm sorry? Oh, into this? Yeah.

22 Q. Right. And you brought in your attorney Mr. Harvey?

23 A. Yeah.

24 Q. Your accountant Mr. Tasch?

25 A. Yes.

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De Niro - Cross

1 Q. Who is John Hackett?

2 A. He is Tom Harvey's partner in the law firm.

3 Q. He is another attorney?

4 A. Sorry?

5 Q. He is another attorney?

6 A. Yeah.

7 Q. And who is Mark Bosswick?

8 A. My accountant.

9 Q. He is at Mr. Tasch's firm?

10 A. Yes.

11 Q. Why did you bring them in on this e-mail?

12 A. I thought it was important to be kind of official and go on
13 record so, you know -- and when I say I want as little as
14 possible done by you. It wasn't in anger. I see what you are
15 saying so I don't want much for you to have to do but you have
16 to tie up certain things, certain loose ends sort of things
17 might just have to be resolved by you and only you. And then I
18 said I will let you know.

19 Q. At the time she resigned on April 6, were you considering
20 giving her some form of severance package?

21 A. Well, I of course would work something out with her and I
22 wasn't sure what it was yet.

23 Q. Did your view towards giving her severance change at some
24 point after April 6?

25 A. I was just -- I was worried that she was going to try

1 something, pull something, just wanted to make sure everything
2 was up and up and kosher from her side, no nonsense. And I
3 felt that that could be, that's all, but it would be worked
4 out. I wasn't going to -- you know. That is it.

5 Q. Ultimately, did you ever pay her any severance?

6 A. No, I don't at this point. No.

7 THE COURT: Counsel, it is now 3:27. Whenever you get
8 to a convenient break point we will take our mid-afternoon
9 break.

10 MR. DROGIN: This is a perfect time.

11 THE COURT: Members of the jury, we will take our
12 mid-afternoon break for about 15 minutes. Don't talk about the
13 case amongst yourselves or with anybody else or do any research
14 on the case.

15 (Continued on next page)

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1 (Jury not present)

2 THE COURT: Mr. De Niro, you may step down.

3 THE WITNESS: Thank you.

4 (witness steps down)

5 THE COURT: Counsel, you may be seated for a moment.

6 How long do you expect on Mr. De Niro's direct?

7 MR. DROGIN: I will definitely be done before 5:00,
8 your Honor.

9 THE COURT: OK.

10 MR. DROGIN: He is letting me move along, so.

11 THE COURT: Any issues for me to take up while we are
12 on break from plaintiff?

13 MR. McKNIGHT: We started talking this morning
14 about --

15 THE COURT: The next witness.

16 MR. McKNIGHT: -- the next witness, Mr. Tasch.

17 THE COURT: Do you think that we will get to him?

18 MR. McKNIGHT: I just have no idea. Depending upon
19 how long this goes.

20 MR. DROGIN: Obviously I don't know how much redirect
21 he will have.

22 THE COURT: How much more direct do you have? Or your
23 cross?

24 MR. DROGIN: I'm going to say an hour? I will try to
25 bring it in sooner.

1 THE COURT: Do you have a sense right now of how much
2 redirect you are going to have?

3 MR. MACURDY: A little bit, your Honor; 15 minutes or
4 less.

5 THE COURT: What's the issue with Mr. Tasch?

6 MR. McKNIGHT: There is barely any issue, actually. I
7 have an allergy and my throat it a little bad, I apologize.

8 We waive any objection to the defense exhibits that
9 they were going to use with Mr. Tasch so that eliminates that
10 as an issue. The only issue that remained after that, your
11 Honor, was our use of the 30(b)(6) notice and I wasn't
12 intending, with Mr. Tasch, because he was their designated
13 representative for two paragraphs, and my only purpose in
14 listing it as an exhibit was to lay the foundation that he was
15 a representative for them on these paragraphs so that I could
16 ask you for an instruction to the jury about what that means.
17 So, that's the only reason I have the exhibit listed. They
18 objected to that exhibit.

19 THE COURT: Mr. Schoenstein?

20 MR. SCHOENSTEIN: Your Honor, Mr. Tasch was not
21 noticed as a 30(b)(6) witness for this trial. The pretrial
22 order says Tasch is an accountant for Canal and is expected to
23 testify about his knowledge of facts supporting plaintiff's
24 claim as well as knowledge of facts disproving Canal's
25 counterclaims. The subpoena issued to him calls only for his

1 personal appearance, there is no notice that he was going to be
2 presented at trial as a 30(b)(6) witness. Canal is not on
3 their witness list. So, as I understood it -- and we prepared
4 him and he is here, he is here as a fact witness, despite the
5 fact that he also served as a 30(b)(6) witness in discovery.
6 He did both in discovery; he was the fact witness and the
7 30(b)(6) witness.

8 THE COURT: Let me ask this question. The snippet of
9 testimony that you want to offer as an admission of Canal,
10 that's what I understand it to be; correct?

11 MR. McKNIGHT: That's correct, your Honor.

12 THE COURT: The assumption that we only will have
13 about 20 minutes or so of his testimony, can you avoid doing
14 that in the first 20 minutes or so?

15 MR. McKNIGHT: I certainly can.

16 THE COURT: So you will avoid doing that. And then I
17 hate to ask you to do this but I need to ask you to do this,
18 I'm going to ask you each to send me letters by, let's say,
19 7:00 p.m. tonight, on the defendant's objection with respect to
20 the 30(b)(6)-type testimony.

21 MR. McKNIGHT: Very well, your Honor.

22 THE COURT: And then I will give you an answer first
23 thing in the morning.

24 MR. SCHOENSTEIN: And, your Honor, I am happy to
25 confer with counsel right now. I don't actually know

1 specifically what the 30(b)(6) topic is. We might be able to
2 resolve it.

3 THE COURT: Let me know if you are able to. See you
4 back here in 10 minutes.

5 (Recess)

6 THE COURT: Let's bring the witness back to the stand.

7 (Witness resumes the stand)

8 THE COURT: Let's bring in the jury.

9 (Continued on next page)

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1 (Jury present)

2 THE COURT: Counsel, you may continue.

3 MR. DROGIN: Thank you, your Honor.

4 BY MR. DROGIN:

5 Q. Mr. De Niro, did there come a point in time after
6 Ms. Robinson resigned that you came to learn that she was
7 interested in obtaining a recommendation letter from you?

8 A. Yeah.

9 Q. And do you recall how you came to learn that?

10 A. She sent me an e-mail with the letter in it and might have
11 sent me a letter before that sort of intimating something or
12 that she wanted some agreement between us. I forget --
13 something -- however it was --

14 MR. DROGIN: Can we get -- sorry.

15 A. No -- eventually I got something he wanted me to sign.

16 MR. DROGIN: Can we see Defendant's Exhibit 8?

17 I would offer Defendant's Exhibit 8.

18 THE COURT: Any objection?

19 MR. MACURDY: No objection, your Honor.

20 THE COURT: Received.

21 (Defendant's Exhibit 8 received in evidence)

22 MR. DROGIN: Can we stop? Thank you.

23 BY MR. DROGIN:

24 Q. Take a look at it first. As of June 4, had you been made
25 aware of any claims that Ms. Robinson had relating to gender

1 discrimination?

2 A. No.

3 MR. DROGIN: If you could now scroll down,
4 Ms. Cardona, and just stop there? If you can go to the top?
5 Thank you.

6 Q. Is this what Canal Productions' letterhead looks like?

7 A. Uh-huh. Yes.

8 Q. And to your knowledge, did Ms. Robinson have authority to
9 continue to use Canal Productions' letterhead?

10 A. Well, not really. Technically, no. Of course not.

11 Q. Was it your understanding this is a letter she wanted you
12 to sign?

13 A. Yes.

14 MR. DROGIN: So if you could just go down halfway and
15 let's take it slow.

16 Q. To whom it may concern: I am writing to recommend Chase
17 Robinson for the London School of Economics Social Business and
18 Entrepreneurship Program. Chase worked for me for the past
19 eleven years, and in that time we have gotten to know her well.

20 To your knowledge, is that true?

21 A. The letter in itself --

22 Q. Let's break it down?

23 A. -- true or not true, it's not accurate. It's not --

24 THE COURT: Mr. De Niro, try to confine yourself to
25 the question that you are being asked. If you don't understand

1 the question, just say you don't understand the question and he
2 will rephrase it, but the question is not an opportunity to
3 just talk.

4 Go ahead.

5 Q. Is it true that she worked for you for the past eleven
6 years?

7 A. Yes. That's true.

8 Q. Fair to say you got to know her well?

9 A. I -- in some ways you could say -- yeah.

10 Q. As of June 2nd, had you been made aware, already, that
11 Ms. Robinson had in fact transferred Canal SkyMiles to her
12 personal account?

13 A. I'm not sure, but I might have. I might have.

14 MR. MACURDY: Objection, your Honor. He is asking
15 about hearsay.

16 THE COURT: No, it's -- overruled.

17 A. I might have heard by this point.

18 Q. So much of what Chase contributed to my company was
19 visible, not only in her leadership in how she managed the
20 team, but in her analytical abilities.

21 Do you agree with that statement?

22 A. Give me a second. Sorry.

23 No. And she says she oversaw the budgets on my
24 projects. She didn't, it was just what I did, me, the people
25 around me. There was no such -- not at all the budgets of a

1 movie.

2 Q. If I --

3 A. Sorry. There so many things wrong with this letter.

4 Q. I understand. It says on the fourth line of that
5 paragraph: She also excelled at handling the production work
6 for my films.

7 Is that a true statement?

8 A. No.

9 Q. Next it says: Chase was instrumental in working closely
10 with my lawyers and agents on deals and contracts.

11 Do you see that?

12 A. That in some ways, because of my perks and stuff like that
13 and dealing with my lawyer and my agent. That, yes.

14 Q. So when you talk about perks, are you talking about a perk
15 package?

16 A. Yeah.

17 Q. What is a perk package?

18 A. Camper, trailer, whatever. All the little things that you
19 get as an actor, what they give you per diem-wise, hotel where
20 you are staying. All those kinds of things. Expenses during
21 the production.

22 Q. And Ms. Robinson would assist the perk packages?

23 A. Well, she would talk to my agent and to my lawyer, Peter
24 Grant, about just what they were. They would say this is what
25 they're offering. She did do that. I let her do that.

1 Q. Just so I am clear then, working closely with your lawyers
2 and agents, was that limited to perk packages?

3 A. Yes. Only what I would get. It had nothing to do with the
4 production, only in relation to the production was it was this
5 amount of money within the whole budget of the film production.

6 Q. Did she negotiate directly with studios and producers?

7 A. Well, she might have talked to them. I don't know. At
8 times, that may be. That's possible.

9 Q. Did she negotiate on your behalf?

10 A. Yeah, on my behalf. Yes. Only -- yeah, again, related to
11 all this stuff.

12 MR. DROGIN: Can we scroll down, please?

13 Q. Several years ago, Chase took on the problem of benefits
14 and the rising cost of healthcare for both employees and the
15 company. She not only found a way to balance the two at Canal
16 productions, but also my other companies.

17 Is that a true statement?

18 A. I don't know.

19 Q. The result was seen in a restructured system and the morale
20 of the employees that worked so hard for me.

21 Do you have an understanding as to what employee
22 morale was like under Chase Robinson?

23 A. My understanding was that it was not good.

24 Q. Does this letter set forth an accurate representation of
25 your views and feelings towards Ms. Robinson at that time?

1 A. No.

2 Q. What was your reaction when you saw this letter?

3 A. I said there is no way that I can sign this.

4 Q. At the top of the e-mail thread you can see -- can you move
5 up there -- there Mr. Harvey -- Tom Harvey -- is copied on
6 that. Did you speak with Mr. Harvey after you reviewed this
7 letter?

8 A. Yes, I did.

9 MR. DROGIN: Can we go to Plaintiff's 70?

10 Q. This is the June 11th e-mail that we have seen on the
11 screen a couple of times. Counsel read a portion of it. I
12 want to ask you some questions about some other points of it.
13 At this point in time, do you know whether Ms. Robinson had
14 been told that you were refusing to sign a recommendation
15 letter?

16 A. I'm not sure, unless she refers to it in this.

17 (Continued on next page)

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NAV6ROB7

De Niro - Cross

1 BY MR. DROGIN:

2 Q. At this time, by June 11, had you been made aware as to
3 whether or not Ms. Robinson had moved roughly 5 million
4 SkyMiles from the Canal account into her own account?

5 A. I'm not sure. I think I am, that it was, but I'm not a
6 hundred percent sure.

7 Q. At the bottom of this e-mail she asks for a bunch of
8 things. Do you see that?

9 A. Yeah.

10 Q. The next page -- sorry. See it says Delta SkyMiles?

11 A. Yeah.

12 Q. As part of her request, she's asking to retain the SkyMiles
13 that were already in her account. Do you see that?

14 A. Yeah.

15 Q. And as of June 11, she was asking for four business school
16 recommendation letters as well as a recommendation letter for
17 employment. Do you see that?

18 A. Yeah.

19 Q. At this moment, though, you don't recall whether or not --
20 withdrawn.

21 She also wanted a press release?

22 A. Yes.

23 Q. Wanted you to pay some legal fees?

24 A. Yeah.

25 Q. In fact, she says under legal fees, she said, I will need a

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De Niro - Cross

1 lawyer to look over the release. Do you see that?

2 A. Mm-hmm.

3 Q. Do you know whether she had a lawyer at that time?

4 A. I don't know.

5 Q. At that time, do you know whether there had ever been any
6 mention by Chase Robinson of any form of gender discrimination
7 or retaliation?

8 A. No, no.

9 MR. DROGIN: Can we please put up Plaintiff's 21 in
10 evidence?

11 BY MR. DROGIN:

12 Q. You were shown this yesterday. I believe you identified
13 this as the letter Mr. Harvey sent?

14 A. Mm-hmm.

15 THE COURT: You have to answer yes.

16 A. Yes. Yes. Sorry.

17 MR. MACURDY: Objection, your Honor.

18 THE COURT: Is this in evidence?

19 MR. MACURDY: This is not in evidence.

20 THE COURT: I didn't think so.

21 Okay. Take it down. Are you offering it?

22 MR. DROGIN: I am.

23 MR. MACURDY: We object, your Honor.

24 THE COURT: Okay. Give me a moment.

25 Is this in the list of exhibits proved by defense

1 counsel for plaintiff?

2 MR. DROGIN: It's Plaintiff's 21, Defendant's 10.

3 MR. MACURDY: I'll look back at the list they sent me,
4 your Honor.

5 THE COURT: Can it be published to me? Can you scroll
6 down?

7 MR. DROGIN: Ingrid, scroll down for the judge.

8 MR. MACURDY: Your Honor, in particular, it's the
9 statement on the third paragraph on the bottom of your screen,
10 last sentence.

11 THE COURT: Is that the only objection with respect to
12 it? If we redact that, are you okay with the admission of it?

13 MR. MACURDY: No, I think that's particularly
14 objectionable. But I object to the entire document and the
15 allegation throughout it.

16 THE COURT: Okay. What's the basis for its receipt?

17 MR. DROGIN: I didn't think there was any dispute.
18 It's actually on the plaintiff's exhibit list.

19 THE COURT: That doesn't mean that they've agreed that
20 you can offer it into evidence.

21 MR. DROGIN: Well, it's --

22 THE COURT: So what is the legal basis for its
23 receipt?

24 MR. DROGIN: It's completely relevant to the direct
25 issues in this case, and it's sent by Mr. De Niro as Canal's

1 agent, and it relates specifically to the claims.

2 THE COURT: It's loaded with hearsay statements, so
3 I'm going to sustain the objection.

4 MR. DROGIN: Okay.

5 BY MR. DROGIN:

6 Q. Were there times that you knew that Ms. Robinson was on
7 vacation?

8 A. Well, she always said she was working during those times,
9 so -- and I may have talked to her on one day or over here and
10 there, a day -- days while she was on vacation. I don't know.
11 I just took her at -- she said she's on vacation, okay, she's
12 working. I'm sorry. She's not on vacation, she's saying she's
13 working on those vacation days, I'm accepting that.

14 Q. If you understood she was on vacation, how would you
15 communicate with people at Canal's office if you had to?

16 A. Well, I -- no, I didn't. Well, sometimes I talked directly
17 to them, but then I talked to her, something I knew that she
18 was the person -- the point person on everything.

19 Q. If she sent you a photo while she was on vacation, would it
20 be your expectation that that was a workday for her?

21 A. Well, I would think that those photos at that time from I
22 think in England somewhere, I was asking to show me where she
23 was staying, and she was showing -- it sounded nice. It was
24 nice. I guess she's on vacation then too. Okay.

25 Q. Well, the question is, if you asked her to send you a

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De Niro - Cross

1 picture where she was on vacation, she sent it to you, to your
2 mind, based on common sense, is she no longer on vacation?

3 A. You're right. I don't know. I don't know. It seemed she
4 wouldn't be on vacation. I don't know. This is like -- she's
5 there on vacation, but she's working but she sends me pictures
6 when she's on vacation, so I guess -- and she claims she's
7 working all the time, and through all the years. So I guess
8 she's claiming she's working.

9 Q. If she was on vacation and she simply sent you an
10 unsolicited e-mail, to your mind and common sense, is that now
11 a workday that doesn't count as a vacation day?

12 A. You're right, I don't know. Yeah, it's questionable.

13 Q. And if she, for instance, called you just to say hello or
14 how are you feeling while she was on vacation, would that
15 somehow convert the vacation day into a workday?

16 A. Well, I guess in her eyes, it would. I'd say, okay, you're
17 still on vacation, we can still talk a moment here and there if
18 need be. So --

19 Q. But does that comport with your understanding of common
20 sense, because counsel asked you about common sense?

21 A. Not really.

22 Q. Was there a conversation between you and Ms. Robinson in
23 2019 where she asked you if she could make five separate
24 transfers of each of 999,000 Delta SkyMiles from Canal's
25 account to her account?

1 MR. MACURDY: Objection, your Honor.

2 THE COURT: Overruled.

3 A. No, she would never do that. What I said before is that I
4 remember her saying once to me, I'm going to transfer -- excuse
5 me, a million or two, whatever it was, miles, so that we don't
6 have to go through it when I need it quickly, so...

7 Q. Are you saying that was in 2019 or --

8 A. No. It was somewhere in that time. I don't remember when.

9 Q. I just do want to focus on 2019, let's say between
10 January 1st and April 6th when she resigned. Did you ever have
11 a conversation with her where she made known to you that she
12 had or wanted to make five separate transfers of 999,000 Delta
13 SkyMiles from Canal's account to her account?

14 A. No.

15 Q. Before Chase resigned, Ms. Robinson, on April 6, were you
16 aware that she had transferred those SkyMiles to her account?

17 A. I assumed that she had transferred the 2 million or million
18 that she said she wanted to put in. And I never spoke about it
19 again with her, that I remember.

20 Q. At any time before -- in 2019 -- withdrawn. Let me ask it
21 a different way.

22 She began this negotiated deal in 2019; is that
23 correct?

24 A. A deal --

25 Q. The deal where she got the raise and she stayed on?

1 A. Right.

2 Q. At any point after she negotiated that deal until April 6,
3 did you know she was going to resign?

4 A. No.

5 Q. No?

6 A. No.

7 Q. During her employment, did you ever have a conversation
8 with her about what would happen to SkyMiles that may have been
9 in her account at such time as her employment may have ended?

10 A. No, I didn't.

11 Q. Do you recall how you came to learn that Ms. Robinson had
12 taken these SkyMiles?

13 A. Tom Harvey made me aware of it.

14 Q. And after learning this from Tom Harvey, what, if anything,
15 did you do in response?

16 A. I -- we spoke about it. I forget what actually each step
17 was after that.

18 Q. Do you know whether Mr. Harvey ever asked Ms. Robinson to
19 return the items?

20 MR. MACURDY: Objection, your Honor. Leading.

21 THE COURT: Sustained.

22 BY MR. DROGIN:

23 Q. Do you know what effort, if any, Canal may have taken to
24 attempt to get the SkyMiles returned.

25 MR. MACURDY: Objection. Leading.

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De Niro - Redirect

1 THE COURT: Sustained. I think it calls for hearsay
2 also.

3 BY MR. DROGIN:

4 Q. To this day, has Ms. Robinson ever returned any of those
5 SkyMiles?

6 A. Not to my knowledge, no.

7 MR. DROGIN: I don't have any further questions.

8 THE COURT: Redirect examination.

9 MR. MACURDY: Briefly, your Honor.

10 REDIRECT EXAMINATION

11 BY MR. MACURDY:

12 Q. Mr. Kelly, can you pull up Plaintiff's 70?

13 Sir, I just have two points I want to clarify with you
14 pretty quickly.

15 MR. DROGIN: Your Honor, I don't think this is an
16 exhibit that's been designated.

17 MR. MACURDY: Plaintiff 70 is one that you just
18 showed.

19 MR. DROGIN: Plaintiff's?

20 MR. MACURDY: Yes, sir.

21 THE COURT: Is it in evidence?

22 MR. MACURDY: It's in evidence, your Honor.

23 MR. DROGIN: No objection.

24 THE COURT: Okay.

25

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De Niro - Redirect

1 BY MR. MACURDY:

2 Q. Can you focus on the top half, Mr. Kelly?

3 Sir, I want to clarify. This is the e-mail
4 Ms. Robinson sent you, cc'ing Tom Harvey on June 11, 2009. And
5 she writes down in the third paragraph from the bottom, now
6 I've been told by Tom Harvey that you are unwilling to sign the
7 letter of recommendation for the London School of Economics.
8 I've also been given a release to sign by Tom Harvey.

9 You can take that down.

10 In order to sign a release, I would like to honor the
11 agreement you made with me on January 3rd, 2019.

12 So, sir, it's true that Canal, in the order of events,
13 Canal had sent a release of claims to Ms. Robinson before she
14 sent any proposal that was included on that e-mail, correct?

15 A. I'm a little -- I'm a little confused time-wise. Could you
16 ask me that again or show me something on the screen?

17 Q. Well, Ms. Robinson referenced that Canal's lawyer,
18 Mr. Harvey, sent her a release asking her to sign it, releasing
19 her legal claims against you, correct?

20 A. When was that letter?

21 Q. That e-mail was June 11, 2019. So she's referencing that
22 release in that --

23 A. She's referencing what we just looked at.

24 Q. Correct. So it's true that Canal sent her a release before
25 she sent that e-mail proposing a severance package, correct?

1 A. I'm not sure.

2 Q. Mr. Kelly, can you bring up Defendant's 8?

3 So we looked at this e-mail, sir. This was
4 Ms. Robinson e-mailing you a draft recommendation letter. This
5 is the cover letter to it. And your counsel asked you all
6 these questions about whether you agreed with all the parts of
7 the letter. And Ms. Robinson's e-mail states to you in the
8 third paragraph, I'd appreciate it if you would consider
9 signing it, adjusting it if you need to, and returning it to
10 me. If you would like to go through it or discuss, please let
11 me know. I can also have a hard copy sent to you if that is
12 easier for you.

13 So, sir, you could have made any changes to the letter
14 that you wanted. You didn't have to adopt it wholesale,
15 correct?

16 A. No, I didn't. But I did feel it was a sort of so
17 preposterous, and based on some things -- I forget where we are
18 sequentially. I was afraid she would take this e-mail and use
19 it for other purposes other than this. It was so preposterous
20 to me that she would do this. I could not sign it. I could
21 not endorse it. I could not do it because her working with
22 someone else, I'm doing this, then they're going to blame me if
23 something went wrong. I'm sorry. I couldn't do it.

24 Q. Sir, your lawyer, Tom Harvey, had actually asked
25 Ms. Robinson to draft this letter, correct?

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1 A. I don't know that. I don't know.

2 Q. Well, on the second sentence here, she writes Tom had asked
3 that I draft the letter for you, correct?

4 A. Well, I'm sure he didn't ask her to draft this type of
5 letter.

6 MR. MACURDY: Nothing further.

7 THE COURT: Anything further?

8 MR. DROGIN: Nothing.

9 THE COURT: Mr. De Niro, you're excused as a witness.
10 You may step down.

11 (Witness excused)

12 THE COURT: There's time in the day, so plaintiffs
13 will call their next witness.

14 MR. MCKNIGHT: Your Honor, at this time, we call
15 Michael Tasch.

16 THE COURT: Okay. Let's bring him in.

17 Sir, would you please step forward to the witness box.
18 Remain standing. My courtroom deputy will administer the oath.

19 Witness sworn.

20 MICHAEL TASCH,

21 called as a witness by the Plaintiff,

22 having been duly sworn, testified as follows:

23 THE COURT: Keep your voice up, just like you've been
24 doing. Try to speak slowly, pause after the question is asked.
25 The court reporter is taking it down.

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Tasch - Direct

1 And, counsel, you may inquire.

2 MR. MCKNIGHT: Thank you, your Honor.

3 DIRECT EXAMINATION

4 BY MR. MCKNIGHT:

5 Q. Good afternoon, Mr. Tasch.

6 A. Good afternoon.

7 Q. Are you a resident of New York, sir?

8 A. I am.

9 Q. And would you tell us your educational background, please?

10 A. I have a degree from CW Post in accounting. And that's the
11 only degree I have.

12 Q. When did you obtain that degree, sir?

13 A. 1976.

14 Q. And did you receive any certifications after that in your
15 specialty of accounting?

16 A. I did. I passed the CPA exam.

17 Q. When did you pass that exam, sir?

18 A. '86, '87, somewhere around there.

19 Q. Are you licensed in your specialty, sir?

20 A. Yes.

21 Q. Where are you employed, sir?

22 A. Bernard LLP.

23 Q. Can you tell the ladies and gentlemen of the jury what is
24 Berdon LLP? What kind of services do you provide?

25 A. Berdon LLP is an accounting firm, has multiple services

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Tasch - Direct

1 that provides -- we have tax services, accounting services,
2 family office services, forensic accounting services. Probably
3 a few other services I'm probably leaving out.

4 Q. What is your position there, sir?

5 A. I was a partner. I am now a consultant.

6 Q. When did you become a partner there?

7 A. I believe it was either 2003 or 2004.

8 Q. And how long have you been with Berdon, again?

9 A. I've been with Berdon since 1996.

10 Q. Now, during the time period that you have been with Berdon,
11 have you had an opportunity to provide services to Mr. De Niro
12 or any of his entities?

13 A. Yes, I have.

14 Q. And can you describe for us the services that you provide
15 to Mr. De Niro?

16 A. Him, personally?

17 Q. Yes.

18 A. For Mr. De Niro, we provide tax services, and in the
19 old days, what we called business management services, which
20 today is called family office services.

21 Q. When did Mr. De Niro become a client of Berdon?

22 A. He became a client in December of 2008.

23 Q. Does Berdon provide services for any companies that
24 Mr. De Niro owns or operates?

25 A. We do.

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Tasch - Direct

1 Q. What kind of services are provided to those entities?

2 A. Some of the entities are financial statements and tax
3 returns, and one entity in particular is tax returns and what
4 I'll call bill paying.

5 Q. And does Berdon also manage bank accounts owned by
6 Mr. De Niro?

7 A. I'm not sure what that means.

8 Q. Do you have access to Mr. De Niro's bank accounts?

9 A. Yes.

10 Q. And with that access, do you actually pay the bills of
11 Mr. De Niro?

12 A. We do.

13 Q. And do you do the same thing, sir, for Canal?

14 A. We do.

15 Q. And so you pay personal and business bills for Mr. De Niro
16 and Canal?

17 A. Yes, that is correct.

18 Q. And just to be clear, so Canal Productions is also your
19 client?

20 A. That is correct.

21 Q. And how long has Canal Productions been a client of Berdon?

22 A. Since January of 2009.

23 Q. And just to tick off, do you provide the same services for
24 Berdon that you provide for Canal?

25 MR. SCHOENSTEIN: Objection.

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Tasch - Direct

1 THE COURT: Sustained. I don't think you meant to ask
2 the question exactly that way. You asked about services for
3 Berdon.

4 MR. MCKNIGHT: Oh, right. You're right. I'm sorry.
5 I misspoke. It's been a long day.

6 BY MR. MCKNIGHT:

7 Q. So you provide the same services for Mr. De Niro that you
8 provide for Canal?

9 A. Yes, essentially, yes.

10 Q. And so you prepare taxes for both Mr. De Niro and Canal?

11 A. That is correct.

12 Q. And you pay business and personal bills for both of them?

13 A. That is correct.

14 Q. And you have control of bank accounts and pay bills for
15 both of them?

16 A. When you say control, I have access to the accounts because
17 I'm a signer on the account.

18 Q. I accept the amendment. That's fine.

19 And you also, as part of your services, you receive
20 and look over credit and credit card statements?

21 A. Yes.

22 Q. And as part of your service to them, you maintain what's
23 called a general ledger; is that correct?

24 A. That's correct.

25 Q. Can you tell the ladies and gentlemen of the jury what a

1 general ledger is? What is that?

2 A. A general ledger is essentially all the transactions that
3 happen for Mr. De Niro personally or for his corporation.

4 Q. Is this a paper record or a computer record or an Excel
5 Spreadsheet? What is it?

6 A. It is a software program. The old program we used to use
7 was called Data Faction, and the current program we use is
8 QuickBooks. So when a transaction is completed, if we pay
9 through QuickBooks, it's automatically computed in the general
10 ledger. If it's outside of QuickBooks, we have to manually put
11 it in the general ledger.

12 Q. Is the general ledger broken up into various business
13 categories for tax purposes?

14 A. Yes.

15 Q. And can you describe for the ladies and gentlemen of the
16 jury what kind of categories are broken up for these categories
17 to place these entries?

18 A. Well, essentially -- are you talking more on the balance
19 sheet side or the expense side? It's a little different.

20 Q. Why don't we work on the expense side first?

21 A. So on the expense side -- do Canal, or which?

22 Q. Let's do Canal.

23 A. So for Canal, we book all the revenue for Mr. De Niro
24 whatever income comes into Canal, which would be his acting
25 services, any commercials he does, any residual he gets on old

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1 movies. That would be the income side. And on the expense
2 side, we have it broken down to accounting fees, legal fees,
3 office expenses, travel and entertainment, stuff like that.

4 Q. All right. In the course of taking care of the general
5 ledger for Canal, do you book Uber and taxi charges?

6 A. What we do there is generally those charges are through the
7 American Express, and we try to break up the American
8 Express -- excuse me, the American Express statements each
9 month into the categories that would be in the general ledger.
10 So it would be taxis and fares and stuff, car service.

11 Q. Let's break down that American Express monthly bill for a
12 moment.

13 So you would look at the American Express bill and
14 then look at the charges and then put them into different
15 categories?

16 A. That is correct.

17 Q. Can you tell us what kind of categories you would see those
18 charges going into?

19 A. Well, again, it would be office expense, taxis, car
20 service, things like that.

21 Q. And --

22 A. Gifts, business gifts.

23 Q. What's the purpose of placing them in these different
24 categories, the ultimate purpose?

25 A. The ultimate purpose is just for tax return purposes, to

1 have the correct categories. Generally, I don't like to put
2 big numbers in miscellaneous categories, so when the IRS looks
3 at it, they're going to wonder. It's much easier if you break
4 it into categories, so when they process the return, they can
5 look at the categories. If they had a particular question or
6 we got a letter or audit, it would be easier to explain.

7 Q. And these categories that you're using for tax purposes, I
8 take it because these are expenses, they're going to be
9 deductible?

10 A. Correct.

11 Q. And because they are deductible, the ultimate aim is to
12 reduce the tax liability for Canal; would that be correct?

13 A. Yes.

14 Q. And have you been the primary accountant assigned to Canal
15 and Mr. De Niro since 2008?

16 A. It's myself and one other, Mark Bosswick.

17 Q. And over this period of time, has it been your practice to
18 deduct Uber and taxi charges as business expenses?

19 A. Yes.

20 Q. And has it been your practice to deduct most of the charges
21 on the American Express card as business expenses?

22 A. I would say that would be correct.

23 Q. Are there charges that you typically exclude from deducting
24 as a final tax deduction from the American Express card?

25 A. Yes. If they were personal expenses, sometimes the

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1 business cards were used for personal expenses, household
2 expenses, things like that. We would not deduct that.

3 Q. All right. But for the most part, if it was an Uber and
4 taxi, it would be deducted?

5 A. Yes.

6 Q. And if there were business related meals, it would be
7 deducted?

8 A. Correct.

9 Q. And I think -- I just want to be clear on this. Do you
10 have an idea of how much these business expenses from the
11 American Express card, say Uber and taxi, might have impacted
12 or reduced Canal's tax liability?

13 MR. SCHOENSTEIN: Objection.

14 THE COURT: The objection is sustained as to form.

15 MR. MCKNIGHT: Okay.

16 BY MR. MCKNIGHT:

17 Q. Do you know the value of the Uber business expenses from
18 the American Express card in 2017?

19 A. No, I do not.

20 Q. Do you know the value of the Uber tax deductions in 2018?

21 A. I do not.

22 Q. Do you know the value of the Uber expenses in 2019?

23 A. I do not.

24 Q. Same question for taxi. Do you know the value of the taxi
25 deduction expenses in 2017?

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1 A. I do not remember off the top of my head, no.

2 Q. Do you know the value of them for 2018?

3 A. Not off the top of my head.

4 Q. And do you know the value of them for 2019?

5 A. I do not know off the top of my head.

6 Q. Do you know whether Whole Foods or other sort of grocery
7 charges were also kept in the general ledger?

8 A. That would be -- if we looked at it and determined it to be
9 a business expense, it would be on the expense side of Canal.
10 If it was determined it was a personal expense, then it would
11 be a distribution out to Mr. De Niro.

12 Q. All right. And to the extent that it was a business
13 expense for Canal, was that also deducted in 2017, 2018, and
14 2019?

15 A. If it was considered a business expense, yes.

16 Q. And as you sit here today, can you tell us the value of
17 the, I'll call them grocery expenses for Canal in 2017, '18,
18 and '19?

19 A. I cannot, not off the top of my head.

20 Q. Off the top of your head, can you tell us the impact that
21 the expenses being deducted had on its overall tax liability?

22 MR. SCHOENSTEIN: Objection.

23 THE COURT: Overruled.

24 A. I'm not sure of the question. Of those particular
25 expenses? Groceries and Uber and so forth?

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- 1 Q. Yes.
- 2 A. It was -- my belief, it wasn't major.
- 3 Q. Okay. Who was the owner of Canal productions?
- 4 A. Robert De Niro.
- 5 Q. And does Berdon actually --
- 6 A. Berdon.
- 7 Q. I'm sorry. Berdon. Does Berdon prepare the taxes for
- 8 Mr. De Niro and for Canal?
- 9 A. We do.
- 10 Q. Does Berdon provide professional financial services for
- 11 other, I'll call them De Niro entities?
- 12 A. I'm not sure what that means.
- 13 Q. All right. How about does Berdon provide services to
- 14 Tribeca Film Center?
- 15 A. We do provide services for Tribeca Film Center.
- 16 Q. Do you provide services for Tribeca productions?
- 17 A. We do.
- 18 Q. Do you provide services for Nobu?
- 19 A. That's a little out of my purview because I'm not involved
- 20 with that part, per se. But I believe we do. I believe we do
- 21 the tax returns and some financial statements.
- 22 Q. And do you provide tax services or accounting services for
- 23 Paradise Sound?
- 24 A. Paradise Found?
- 25 Q. Yeah.

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1 A. We do.

2 Q. And how long have you known Mr. De Niro?

3 A. Since January '09.

4 Q. And is it fair to say that you're responsible for the
5 day-to-day accounting supervision of the De Niro accounting
6 services and those who are his entities?

7 A. For him personally and Canal, the answer is yes.

8 Q. Now, you stated earlier that you have access to certain
9 banking accounts for Mr. De Niro and for Canal, correct?

10 A. That is correct.

11 Q. And can you tell us what, if anything, that Berdon does in
12 order to process and pay bills for them?

13 A. In some instances, we cut checks manually, we pay bills on
14 line, and there are automatic bills that are paid through the
15 credit cards.

16 Q. Do you pay the Amex bills that Canal receives?

17 A. Yes.

18 Q. And in terms of your role in the process, do you generally
19 review the Amex bills?

20 A. I don't personally review them at this stage. Generally,
21 my staff reviews them, and if anything comes up in particular
22 that looks not correct or maybe the expense is too high, we
23 discuss it, and then we would let the client know.

24 Q. And in terms of -- you do look at each of the bills,
25 correct?

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1 A. Look at all the expenses.

2 Q. Look at the Amex bills that --

3 A. Yes.

4 Q. -- the one's that you're going to pay.

5 COURT REPORTER: Counsel, can you say that again,
6 please?

7 THE COURT: Why don't we start with a new question or
8 maybe repeat the question.

9 MR. MCKNIGHT: I'll repeat the question.

10 Q. You do look at the bills before you pay them?

11 A. Yes, that is correct.

12 Q. But you have bookkeepers that work with you, correct?

13 A. We have bookkeepers. I have a -- in the accounting world,
14 I have managers and directors, titles that they have, also on
15 the account that look up the American Express bills.

16 Q. And can you tell the ladies and gentlemen of the jury what
17 some of these other people -- what role do some of these other
18 people play in the bill paying process?

19 MR. SCHOENSTEIN: Objection.

20 THE COURT: Basis?

21 MR. SCHOENSTEIN: Vague.

22 THE COURT: Overruled.

23 A. So we have a bookkeeper on the account. Generally -- in
24 this case, she will get all the bills that will come in,
25 whether online, in the mail, so forth and so on. She goes

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1 through them. She lets us know, myself and the director on the
2 account know what bills came in, what have to be paid. We
3 generally have a summary of each month of the reoccurring bills
4 that come in every month. Those are on a timetable to get
5 paid.

6 If the hard bills come in, let's say it's a legal bill
7 or any of those types of bills, on the personal side, it could
8 be doctors. On the business side, it could be other things.
9 But the ones that are not recurring, we generally go over as a
10 team. We talk about the amount, see if it's fair. If it's
11 not, we would call the vendor, find out what it was for,
12 particularly even though it might say, and find out what the
13 services are and the amounts and so forth. And then if I had a
14 particular problem in general, I would speak to Bob about it.

15 Q. So focusing on that last thing you said, if there was a
16 problem, say with the Amex charge, you would call Mr. De Niro?

17 A. Yes.

18 Q. And would you speak to anybody else at Canal if there was a
19 problem on the Amex charge or something that jumped off the
20 page at you?

21 A. Yes. We would speak to the plaintiff.

22 Q. Okay. And was there anybody else that you discussed
23 expenses with at Canal?

24 A. Generally, each person at Canal had their own card. So we
25 generally tried -- we would first -- I'm not a hundred percent

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1 positive of this. We would generally try to go through the
2 plaintiff. But on occasion, we would call the direct
3 cardholder and see if the charge was good and if they did it
4 and who gave them authority and so forth and so on.

5 Q. And how often you know, while Ms. Robinson was employed at
6 Canal did you interact with her?

7 A. On a day-to-day basis?

8 Q. Weekly, day-to-day, any period of time that you want to use
9 for us.

10 A. Well, sometimes it would be fairly often. Other times it
11 wouldn't be.

12 Q. And did you sort of gain a certain familiarity with the
13 types of credit card and Amex charges that you would find on
14 the Canal Amex card?

15 A. Yes.

16 Q. And when did you become familiar with the types of charges
17 that you were going to see on a monthly basis?

18 A. Generally, pretty quickly. When I came on the account in
19 January of '09, probably that year it took us to get acclimated
20 and so forth and so on. I think we were pretty good after
21 that.

22 Q. And in terms of the types of charges you were used to
23 seeing on the Amex card over a period of time, for the most
24 part, did they remain consistent over that period of time?

25 A. For the most part.

1 Q. Okay. Thank you.

2 How often did you interact with Mr. De Niro about
3 accounting matters or business expenses involving Canal?

4 A. Listen, over the years with Bob, I could tend to speak to
5 him every day, multiple times a day. And other times if he was
6 not around, if was out acting or on vacation, it would be less.
7 But I would say a fair amount.

8 Q. And did you ever meet with Mr. De Niro to review Canal
9 finances in general, the big picture?

10 A. Generally, not a meeting of Canal. Generally, it was a
11 meeting of everything.

12 Q. Everything?

13 A. Yes.

14 Q. Would that include Canal?

15 A. Yes.

16 Q. Okay. And what types of things would you review in that
17 kind of overall meeting?

18 A. Generally just expenses. The monthly expenses, we would
19 compare them from month to month and year to year, trying to
20 get a look of what's going on. And we would try to meet with
21 him quarterly, if we could, according to his schedule. It
22 wasn't always possible. But we met with him at least, I would
23 say two, three times a year to go over, you know, the receipts,
24 disbursements, and so forth, and talk about planning and what
25 he had on board for acting and commercials and so forth,

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1 because obviously having income come in is a pretty important
2 part for him.

3 Q. So at these meetings, I take it you review cash flow
4 statements?

5 A. Yes.

6 Q. And at these meetings, you would touch on at least Canal
7 expenditures?

8 A. Yes.

9 Q. And, in general, if you thought that the Canal expenditures
10 were in line, you didn't really have a discussion about it,
11 correct?

12 A. Well, on the cash flow, we would have the expenses, we
13 would always touch on it. If it didn't need an expansion or an
14 explanation, we wouldn't do it.

15 Q. And, in general, you didn't have an in-depth discussion of
16 expenditures at these meetings, correct?

17 A. We didn't?

18 Q. Did not?

19 A. Of course, we did.

20 Q. I know. I said in-depth with respect to let's say the Amex
21 card?

22 A. No, what we would do is if there were expenses that we felt
23 were out of line, those are the expense that we went over.

24 Q. Right. And which one of you initiated a conversation about
25 something that might be out of line?

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- 1 A. We would.
- 2 Q. We would?
- 3 A. Berdon.
- 4 Q. Berdon would?
- 5 A. Berdon would, yes.
- 6 Q. Now, do you have a recollection that there was an Amex card
7 in use at Canal for business and one for personal?
- 8 A. At some point in time, we discussed with the plaintiff.
9 She wanted to use a card for business and personal.
- 10 Q. And did that make sense to you? Did you agree with that?
- 11 A. At the end of the day, I agreed. It didn't matter.
- 12 Q. All right. I want to focus on I think the bookkeepers'
13 role in reviewing some of those Amex bills. All right? And,
14 in general, the bookkeepers would make sure the bill was
15 correct on its face, correct?
- 16 A. Yes.
- 17 Q. And then they would look to see whether the totals are
18 correct; would that be accurate?
- 19 A. Yes.
- 20 Q. And then they would check with the client if there were
21 duplicate charges or something like that?
- 22 A. No.
- 23 Q. No. That would be you?
- 24 A. It would be me or the director.
- 25 Q. All right. Now, earlier you said you were familiar with

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1 the American Express expenditures in general. Was it typical
2 for the Uber charges to show up on the American express bill?

3 A. Yes.

4 Q. Was it typical for the taxi charges to show up on an
5 American Express bill?

6 A. Yes.

7 Q. Was it typical for the meal expenses to show up on the
8 American Express bill?

9 A. Yes.

10 Q. Now, during the time that Ms. Robinson was employed at
11 Canal, you don't recall ever having reported that concern to
12 De Niro or anyone else about a credit card charged by her on
13 the American Express charge, do you?

14 A. I don't remember.

15 Q. Okay. And while Ms. Robinson was employed by Canal, you're
16 aware that she would be reimbursed at least for some of her
17 out-of-pocket expenses, correct?

18 A. Yes.

19 Q. And did that reimbursement process come through you?

20 A. I'm not sure of the question.

21 Q. All right. I'm trying to get just the mechanics of it.
22 Maybe my questions are unartful in that regard.

23 If someone needed to get reimbursed for an
24 out-of-pocket expense, would they get in touch with you so then
25 you would then access a Canal account and then issue a payment

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1 back to them, something like that?

2 A. Generally, that's correct. Generally, the plaintiff would
3 let me know if there was a reimbursement due somebody. We
4 would cut a check.

5 Q. Thank you, sir.

6 And in addition to Ms. Robinson, did Canal reimburse
7 other employees for out-of-pocket expenses?

8 A. I honestly don't recall over time, but my educated guess is
9 there were some.

10 Q. But you do remember Ms. Robinson getting reimbursed?

11 A. Yes.

12 Q. And you were authorized to issue those reimbursements?

13 A. Yes.

14 Q. Did there come a time, sir, when you had a conversation
15 with Ms. Robinson and Mr. De Niro about transferring SkyMiles
16 on the American Express account?

17 A. No.

18 Q. Did there come a time when there was a conversation about
19 making -- giving her comanaging authority on the American
20 Express card?

21 A. Yes.

22 Q. And do you recall when those conversations occurred?

23 A. I don't remember exactly. I would just be guessing. I
24 mean, my guess would be around '18, but I'm not positive.

25 Q. You're familiar with SkyMiles? You know what they are?

1 Right?

2 A. Mm-hmm.

3 Q. You have to say yes or no.

4 A. Yes. I'm sorry.

5 Q. Thank you very much.

6 And just for the record, tell us what are SkyMiles.
7 What do you understand them to be?

8 A. On the American Express card, you get points, and there are
9 miles that you earn. And so, you know, we were using those at
10 certain points for travel for the family and employees, if
11 needed.

12 Q. And did Mr. De Niro approve of Ms. Robinson becoming a
13 comanager on the account?

14 A. He did.

15 Q. And as comanager on the account, did she have the ability
16 to transfer SkyMiles?

17 A. She did.

18 Q. Was Mr. De Niro aware that she had the ability and the
19 authority to transfer SkyMiles as comanager of the account?

20 MR. SCHOENSTEIN: Objection.

21 THE COURT: Sustained. Why don't you establish a
22 foundation?

23 BY MR. MCKNIGHT:

24 Q. All right. You testified earlier that Mr. De Niro
25 authorized her to become comanager of the account, correct?

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1 A. That is correct.

2 Q. Okay. To the best of your understanding, did Mr. De Niro
3 understand that the capacity and the ability of the person who
4 was a manager on the account, what they could and couldn't do?

5 MR. SCHOENSTEIN: Same objection.

6 THE COURT: Sustained.

7 Did you ever have a conversation with Mr. De Niro on
8 the subject of what the comanager could do and couldn't do?

9 THE WITNESS: Yes, I did.

10 MR. MCKNIGHT: Thank you, your Honor.

11 BY MR. MCKNIGHT:

12 Q. And did Mr. De Niro understand that comanager of the
13 account could transfer SkyMiles?

14 A. You say understand. I think he heard me. But I'm not
15 sure. And I'm not saying it derogatory. In these quick
16 conversations that I have with him, sometimes it's yeah, yeah,
17 yeah, don't worry about it.

18 Q. But you told him?

19 A. I did.

20 Q. And to the best of your recollection, that was something
21 that happened in about 2018?

22 A. What happened, that she became comanager?

23 Q. That she became comanager.

24 A. Yes.

25 Q. Do you know whether SkyMiles were transferred from the

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1 American Express card account to her prior to the time she
2 became comanager?

3 A. No. My recollection is not prior to her becoming
4 comanager. We were responsible. If we were asked to transfer
5 miles to somebody's account - Bob, his family, or an employee -
6 if they were taking a trip for the company, we would do it.

7 Q. And in the course of your transferring SkyMiles because you
8 had the authority to do it, did you transfer SkyMiles to
9 Ms. Robinson prior to the time that she became a comanager?

10 A. I do not recollect that.

11 Q. Do you know Ms. Tiffany Chen?

12 A. I do.

13 Q. And for the record, can you tell us who she is?

14 A. She is Bob's girlfriend.

15 Q. And did you, over the years, have contact with
16 Ms. Tiffany Chen?

17 A. Certainly more contact today than when she -- when I first
18 found out about her.

19 Q. All right. Well, let's look at the fall of 2018. Did you
20 have much contact with Tiffany Chen in those years?

21 A. No.

22 Q. And in the winter of say December 2018 into January and
23 February, did you have much contact with Tiffany Chen then?

24 A. I did not.

25 Q. And if we look at the spring of 2019, did you have much

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1 contact with Tiffany Chen then?

2 A. More around March and April of '19.

3 Q. Now, you already indicated that you were -- that you had
4 some fairly frequent contact, at least with Chase Robinson. Do
5 you remember Ms. Robinson complaining to you that Ms. Chen was
6 targeting her?

7 A. I'm not sure about the targeting part, but she certainly
8 complained.

9 Q. Do you know about when you heard Ms. Robinson complaining
10 about Ms. Chen?

11 A. If my memory serves me correctly, mostly around February,
12 March, April of '19.

13 Q. Now, in your interactions with Ms. Chen -- you said that
14 was closer to the spring of 2019; is that accurate?

15 A. Yes.

16 Q. Did you notice that Ms. Chen perhaps was annoyed or had a
17 problem with Ms. Robinson at that time?

18 A. Can't tell you that.

19 Q. She didn't say anything to you that gave you that
20 impression?

21 A. Not at that time.

22 Q. Was there a time after that where you became aware that she
23 had a problem with Ms. Robinson?

24 A. Well, you have to describe "problem" to me.

25 Q. Okay. Any kind of disagreement, discord, or any friction

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1 between the two of them?

2 A. Well, there was a time when Tiffany was complaining about
3 mold in the townhouse. There was a lot of pressure initially
4 on the plaintiff and then on myself because I'll be quite frank
5 with you, we did not believe her on the mold issue. We had
6 somebody come in. They didn't find it right away. But
7 eventually, it did turn out there was mold. She was
8 complaining of headaches and rashes and so forth and so on.
9 And she was pretty demanding about us trying to take care of
10 it. We were doing the best we could at that point, and
11 eventually, the problem was found and then taken care of.

12 Q. Did you have discussions with Ms. Chen -- I mean, with
13 Ms. Robinson about Tiffany Chen?

14 A. I don't remember. I mean, I believe there was one
15 conversation that I might have had where I was pretty hard on
16 Tiffany because I did not believe the mold story when it first
17 came out. And as I said, she was very demanding on it, and she
18 was very persistent, I would say, in her demands on that.

19 MR. MCKNIGHT: Your Honor, at this point, I'd like to
20 play an audio, Plaintiff's Exhibit Number 16. I believe
21 there's no objection.

22 MR. SCHOENSTEIN: No objection as long as we identify
23 the date of the audio for the jury, which I believe is attached
24 to the exhibit.

25 MR. MCKNIGHT: I believe the date is 3/7/2019.

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1 MR. SCHOENSTEIN: March 7, 2019.

2 THE COURT: Is there agreement on that? Okay. So
3 PX16 is received, and it is stipulated that the date of the
4 conversation on PX16 is March 7, 2019, and it may be played for
5 the jury.

6 (Plaintiff's Exhibit 16 received in evidence).

7 MR. DROGIN: In its entirety, or the clips that are
8 designated?

9 MR. MCKNIGHT: The clips that are designated.

10 MR. SCHOENSTEIN: I'm sorry. I didn't see clips that
11 are designated. I thought you were playing the entirety.

12 MR. MCKNIGHT: Your Honor.

13 THE COURT: You can confer.

14 (Counsel confer)

15 MR. SCHOENSTEIN: We'll have to consider the clips
16 overnight because we weren't told they were clips. We were
17 told they were playing the audio.

18 MR. MCKNIGHT: We'll take care of it.

19 MR. SCHOENSTEIN: Actually, your Honor, I withdraw.
20 If they want to play clips now, they may. We can play the rest
21 for context later.

22 THE COURT: Go ahead.

23 MR. MCKNIGHT: Thank you.

24 (Audio played)

25

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1 BY MR. MCKNIGHT:

2 Q. Mr. Tasch, is that your voice?

3 A. Yes, yes.

4 Q. And those are the statements that you made to Ms. Robinson
5 on 3/7/2019?

6 A. Yes.

7 MR. MCKNIGHT: Your Honor, at this time, I will begin
8 some of the questions that have to do with the 30(b)(6)
9 situation.

10 THE COURT: All right. So I think it's a convenient
11 time to break for the day. It's almost 5:00 o'clock.

12 So, members of the jury, we are going to break for the
13 day. Overnight, please follow my instructions not to talk to
14 anybody, including family members, friends about the case.
15 Don't do any research about the case. Don't go onto the
16 Internet about the case. Try to get here a couple minutes
17 before 9:00 so we can start promptly at 9:00 o'clock tomorrow
18 morning.

19 Have a good evening, everybody.

20

21

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1 (Jury not present)

2 THE COURT: Okay. The witness may step down. You
3 should make sure you're here a couple minutes before
4 9:00 o'clock tomorrow morning.

5 Counsel, you may be seated.

6 Is there anything from plaintiff that we need to
7 discuss before we break for the day?

8 MR. MCKNIGHT: Your Honor, I think we're fine.

9 THE COURT: What about from defendant?

10 MR. SCHOENSTEIN: No, your Honor. We did resolve that
11 issue. We're not submitting letters to you tonight.

12 THE COURT: Oh, perfect.

13 MR. MCKNIGHT: That's what I meant to tell you. We're
14 all done.

15 MR. SCHOENSTEIN: We waive our objection to the
16 exhibit.

17 THE COURT: All right. Very good. See you all in the
18 morning.

19 (Adjourned to November 1, 2023, at 9:00 a.m.)

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