

NB66ROB1

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 November 6, 2023
9:00 a.m.

10 Before:

11 HON. LEWIS J. LIMAN,

12 U.S. District Judge

13
14 -and a Jury-

15 APPEARANCES

16 SANFORD HEISLER SHARP, LLP
17 Attorneys for Plaintiff

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

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

23 BY: RICHARD C. SCHOENSTEIN
24 INGRID CARDONA
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: I think we're still waiting for a couple
3 of jurors. A couple things before we get started.

4 First of all, I appreciate the parties sending in the
5 suggestions and the objections with respect to the charge. And
6 I think in terms of making sure we keep a good record, somebody
7 should make that that's docketed. So I'd leave it to the two
8 of you to decide how that will be handled.

9 Second, for your planning purposes, I'm going to need
10 to break at 12:50 today because I have an appointment at
11 1 o'clock that I can't be late to. So just keep that in mind.

12 Third, I received the objections with respect to
13 exhibits and the audio clips. I've got a couple of questions
14 with respect to those, which maybe I should ask right now. I
15 think they are mostly to defendants.

16 On DX297, as I understand it, plaintiff would like to
17 have the clip played from 104.54 to 104.37 and it looks like
18 the defendant objects to that more extended playing of the
19 tape.

20 Can someone address that?

21 MR. DROGIN: Your Honor, this is a very small clip
22 intended to simply show that the, quote/unquote, two-year
23 transition period was not hard, fast and fixed. It was a
24 transition period that could end sooner. I believe it's a
25 15-second clip. And what precedes it and what postcedes it,

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1 has absolutely nothing to do with that very limited topic.

2 THE COURT: Do you have any objection to the other
3 stuff being played?

4 MR. DROGIN: If they want to play it as part of their
5 time and their case, that's fine. But it's just extraneous and
6 I think what it may be intended to do is to dilute the
7 significance of the very narrow 15 seconds that we find are
8 relevant. So if they want to play minutes of it, they can.

9 THE COURT: Okay. I'm going to overrule that
10 objection of yours, and when DX297 is played, you'll play the
11 more extended portion of it. You can then direct the witness'
12 attention to those portions that you find particularly
13 significant. In terms of the time that I've allotted to the
14 parties, I don't think that the extra two minutes is going to
15 make a difference, as I understand, where the time count is.

16 MR. MACURDY: Your Honor, can I just -- let me be
17 clear. I think your Honor may have misspoke. The excerpt
18 would then be 104.54 to 107.37.

19 THE COURT: Okay. 104.54 to 107.37. And the
20 defendant otherwise wanted to do 106 to 106.15. They have 15
21 seconds. And you've got a little bit over two minutes.

22 MR. DROGIN: I think, your Honor, one of the other
23 problems there, it goes into topics -- that's not the one,
24 okay, sorry.

25 THE COURT: And then DX314. There is a 403 objection

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1 to minutes nine to ten. What is that objection from, from the
2 plaintiff?

3 MR. MACURDY: Ms. Robinson refers to Ms. Chen as an
4 f'ing idiot, your Honor.

5 THE COURT: Let me hear from the defendant.

6 MR. SCHOENSTEIN: Exactly.

7 THE COURT: Okay. The objection is overruled.

8 And then DX343, when I looked at what you sent me, I
9 don't have a DX343. Is there a typo?

10 MR. SCHOENSTEIN: It was added -- it was a late add to
11 the exhibit list, your Honor. So we identified it for the
12 plaintiff, but we may not have gotten a clip to you.

13 THE COURT: Okay. Are you planning to play it before
14 the break?

15 MR. SCHOENSTEIN: Not now, I'm not.

16 THE COURT: Okay.

17 Let's see if we've got the jury here. Is there
18 anything before we bring in the jury?

19 MR. MACURDY: Two things, your Honor, the first one is
20 on the audio if we could request that it be played at a lower
21 and more appropriate volume. It was extremely loud from our
22 perspective last week and, you know, it's distorting. And we
23 believe it's prejudicial. Just a lowering of the volume.

24 THE COURT: Mr. Schoenstein.

25 MR. SCHOENSTEIN: We'll try to have the volume be at a

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1 level where we're sure everybody will hear it, but it won't
2 bother anybody.

3 THE COURT: All right. Anything else from plaintiff?

4 MR. MACURDY: The other thing, your Honor, is over the
5 weekend, my client received a text message, a threatening text
6 message, that the iPhone -- I don't know if your Honor is aware
7 of this feature of iPhone that if you don't have a number, it
8 suggests who the person may be, and it suggested it was a
9 daughter of Mr. De Niro. We Googled the number, and it did
10 return back a connection to that individual's social media.

11 The text message reads: You disgusting little beast.
12 You have nothing better to do with your pathetic life than
13 destroy an 80-year-old man's life for money. You piece of
14 S-H-I-T. He lost a grandson only four months ago. Has to deal
15 with a scumbag like you. Sickening. Hopefully you and your
16 family will suffer, like you have made so many suffer.

17 We think this is very serious, particularly given the
18 timing that Ms. Robinson is on the stand, and certainly, in the
19 context of other inadvertent contacts from other associates of
20 the defense side.

21 So we would ask for an instruction to Mr. De Niro and
22 to Canal that no one from his family and no associates would be
23 contacting Ms. Robinson whatsoever.

24 THE COURT: I think that's appropriate.

25 Mr. Schoenstein.

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1 MR. SCHOENSTEIN: I mean, I know nothing about the
2 message, and it's the first time it's being raised. I wasn't
3 contacted over the weekend about it at all. So I have no idea
4 where that comes from. But certainly we would instruct our
5 clients not to contact the plaintiff and if your Honor wants to
6 do that, that's fine with us.

7 THE COURT: Okay. So I think the limits of my
8 authority are to instruct Canal and to instruct Mr. De Niro
9 that they are to have no contact with the plaintiff of any type
10 whatsoever. And if anybody on either side, frankly, brings to
11 my attention items like you've brought to my attention, I'll
12 make sure that we look into them.

13 I will note that earlier in the case, I received some
14 e-mails that were very derogatory about Mr. De Niro.
15 Unfortunately, the case has attracted some attention. But what
16 you've told me is potentially a very serious matter.

17 So make sure, Mr. Schoenstein, you give your client
18 that instruction.

19 MR. SCHOENSTEIN: Will do, your Honor.

20 THE COURT: Okay. Anything else from plaintiff?

21 MR. MACURDY: No, your Honor.

22 THE COURT: Mr. Schoenstein, anything from you?

23 MR. SCHOENSTEIN: Your Honor, there was one other
24 audio clip that there was an objection on. 288. And on that
25 one, the defendants -- the plaintiff, I'm sorry, had asked we

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1 play an additional five minutes of it. And part of the problem
2 with the additional five minutes is it gets into subject matter
3 that's been ruled not relevant to the case.

4 THE COURT: Okay. Let me --

5 MR. SCHOENSTEIN: And, therefore, we would like to
6 just play the clip we identified, and if plaintiff wants to
7 designate a different clip for redirect, they may do so, but we
8 may object to it under the circumstances.

9 MR. MACURDY: Your Honor, I'm a little confused
10 because I thought I had communication from counsel that said
11 they agreed to our extended clip there.

12 Is this a new position?

13 MR. SCHOENSTEIN: Not of 288.

14 THE COURT: On 288, it looks like there is plaintiff's
15 outstanding objection as to that. So what's your -- I will go
16 upstairs for a moment and listen to that and then we'll bring
17 in the jury.

18 Is there anything from plaintiff that plaintiff wants
19 me to know about that snippet?

20 MR. MACURDY: Again, your Honor, they are proposing to
21 play a 15-second snippet. It just takes out of context in
22 terms of the discussion about the townhouse and Mr. De Niro's
23 actions and interactions regarding the plaintiff.

24 THE COURT: Okay. And what is the purpose,
25 Mr. Schoenstein, for the --

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1 MR. SCHOENSTEIN: The 30-second clip is only about
2 plaintiff's discussion in October of 2018 with Mr. De Niro.
3 And it goes to this assertion that he was threatening not to
4 give her a recommendation because she is recalling at the time
5 that he said he wouldn't give her a recommendation if she left
6 him in a lurch. I want to play that.

7 THE COURT: Okay. We've got the jury, so I'm going
8 step out for a minute or two and then I'll be back in the time
9 that it takes me to listen to the tape.

10 MR. SCHOENSTEIN: Thank you, your Honor.

11 (Recess)

12 THE COURT: All right. I've listened to the portion
13 of DX288. And the defendant's objection is sustained. Only
14 the limited portion needs to be played during the
15 cross-examination of the defendant, and I'll address the
16 remainder of it if it's offered during the plaintiff's
17 redirect. It's not necessary under the rule of completeness.

18 What is the plaintiff's objection with respect to 343,
19 which I've also listened to?

20 MR. MACURDY: Again, relevance. At 4:03, your Honor,
21 Ms. Robinson calls Ms. Chen sociopathic, manipulative, unsafe.
22 At the very least, it's cumulative. We believe it's
23 prejudicial. Again, I don't see the relevance of what the
24 employee opinion of Ms. Chen is here. The case is about
25 Ms. Chen's treatment of Ms. Robinson.

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1 And, your Honor, if your Honor is inclined to let it
2 in, we think it should go about 13 seconds longer, to 3:15
3 because there's a comment that Ms. Robinson makes to
4 Ms. Chambers that Ms. Chen is unsafe. And after that, it's
5 contextualized by the comment that Michael Tasch came up with a
6 rule of not having any employee by themselves with her, meaning
7 Ms. Chen.

8 So if your Honor is inclined to play it, we'd ask for
9 13 more seconds to give that context.

10 THE COURT: The request for 13 more seconds is denied
11 as untimely because it's not in what I was sent. So I'll
12 address that in terms of whether, on your redirect you want to
13 play it --

14 Mr. Schoenstein, on 343.

15 MR. SCHOENSTEIN: I think this case is very much about
16 Ms. Robinson's treatment of Ms. Chen, what she thought about
17 her, what she said about her to others --

18 THE COURT: The objection is overruled. The statement
19 tends to suggest that Ms. Robinson's concerns about Ms. Chase
20 had nothing to do whatsoever about gender, so -- and they go
21 very much to Ms. Robinson's state of mind at the relevant time,
22 which is relevant to the case.

23 So on DX279, that's admissible. I overrule the
24 objection.

25 With respect to DX283, I'm also overruling the

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1 objection.

2 I've ruled with respect to DX288.

3 I'm overruling the objection on DX291.

4 With respect to DX297, the objection is sustained, and
5 the longer portion will be played.

6 With respect to DX314, the objection is overruled.

7 And with respect to DX343, the objection is overruled.

8 Let's put Ms. Robinson on the stand and bring in the
9 jury.

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Robinson - Cross

1 (Jury present)

2 THE COURT: Welcome back, members of the jury. I hope
3 you all had a restful weekend.

4 Ms. Robinson, you're reminded you're still under oath.

5 Counsel, you may inquire.

6 GRAHAM CHASE ROBINSON,

7 CROSS-EXAMINATION CONTINUED

8 BY MR. SCHOENSTEIN:

9 Q. Good morning, Ms. Robinson.

10 A. Good morning.

11 MR. SCHOENSTEIN: Ms. Cardona, can we put up some
12 testimony from Friday. We're going to put on the screen,
13 your Honor, from the transcript Page 12224 to 12233 so I can
14 ask some follow-up questions.

15 Q. Yes, from your examination.

16 MR. SCHOENSTEIN: Just scroll please to the bottom,
17 stop -- go up a little, Ms. Cardona, so we get the bottom of
18 Page 1222 and the top of Page 1223.

19 Q. Now, do you see you were asked Friday, Ms. Robinson: Since
20 you resigned from Canal have you traveled outside of New York
21 City?

22 And you said, no.

23 And you were asked why not? And you said, "I haven't
24 left home."

25 Do you see that?

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Robinson - Cross

1 A. Yes, I do.

2 Q. That wasn't the truth, was it?

3 A. Can you scroll up to the question?

4 Let me clarify. I think that --

5 Q. No, my question is: That wasn't the truth, was it? I will
6 help you clarify.

7 A. It said since I resigned, which would be incorrect. It
8 would be since the lawsuit was filed.

9 Q. Right. Because in the first year after you left Canal, you
10 went to Los Angeles twice, Spain once and London once.
11 Correct?

12 A. Yes.

13 Q. You were feeling good after resigning, correct?

14 A. I was trying to piece back my life.

15 MR. SCHOENSTEIN: Well, let's take a look at
16 Defendant's 326, please, Ms. Cardona. Just for the witness.

17 THE COURT: 326 or 336.

18 MR. SCHOENSTEIN: I'm sorry, 326.

19 All right.

20 BY MR. SCHOENSTEIN:

21 Q. Do you recognize this as an e-mail you sent on May 11,
22 2019, shortly after you left Canal?

23 A. Yes.

24 MR. SCHOENSTEIN: Move to admit Exhibit
25 Defendant's 326, your Honor.

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Robinson - Cross

1 MR. HANNAFAN: Objection as to relevance, your Honor.

2 THE COURT: Overruled.

3 (Defendant's Exhibit 326 received in evidence)

4 MR. SCHOENSTEIN: Publish to the jury, please.

5 BY MR. SCHOENSTEIN:

6 Q. Who is Anne Barkley?

7 A. Anne Barkley was one of Josh Lieberman's assistants at CAA.
8 Josh Lieberman was Bob's agent -- is Bob's agent at CAA. She
9 was one of his assistants that I worked with for years.

10 Q. And on May 11, 2019, less than a month after resigning, you
11 wrote to Ms. Barkley: I'm feeling good. It's been a bit busy
12 in the last few weeks, but I finally get to sleep in. And when
13 I forget my cell at home, who cares? Hah.

14 And then you go onto talk about applying for business
15 school and the development projects you're working on and you
16 say: So all good things.

17 That's what you wrote on May 11th, correct?

18 A. Yes.

19 Q. And that was right after the lit -- right after you left
20 Canal and before any litigation, correct?

21 A. Yes.

22 Q. And you didn't tell Ms. Barkley I've got discrimination
23 claims I'm going to bring against Mr. De Niro, did you?

24 A. No, I don't know why I would tell her that.

25 Q. By the way, this says you finally get to sleep. I do

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Robinson - Cross

1 understand correctly you had trouble sleeping before you left
2 Canal?

3 A. Yes.

4 Q. You've had trouble sleeping for many years, correct?

5 A. Yes.

6 MR. SCHOENSTEIN: You can take down that exhibit.

7 Q. So, you stopped traveling only after the litigation was
8 commenced, right?

9 A. I -- yes, I stopped traveling --

10 Q. And you did that because --

11 MR. HANNAFAN: Your Honor, may the witness please
12 finish?

13 THE COURT: Let the witness finish.

14 MR. SCHOENSTEIN: Okay.

15 THE WITNESS: I stopped traveling, I believe, June
16 or -- yeah, June after I received Tom Harvey's letter.

17 BY MR. SCHOENSTEIN:

18 Q. You received Tom Harvey's letter in June of 2019, correct?

19 A. Yes.

20 Q. These trips you took, some of them were after June of 2019.
21 You continued to travel into the beginning of 2020; isn't that
22 correct?

23 A. No, that's not correct.

24 Q. So you're telling me your trips, your two trips to
25 Los Angeles, your trip to Spain and your trip to London all

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Robinson - Cross

1 happened between April 6 and July 11, 2019?

2 A. I believe they did. I don't recall a trip being July, but
3 I know I did not travel in August, and I did not travel
4 September, October, November, or December of 2019.

5 Q. Hold on. We're going to double-check that real quick with
6 some deposition testimony. Actually, we're going to do it a
7 different way.

8 The first time you saw a psychiatrist relating to this
9 dispute was in or -- was after the start of 2020?

10 A. February 2020.

11 Q. And the first time you sent out job applications following
12 leaving Canal was also in 2020?

13 A. Yes.

14 Q. So you stopped traveling, started looking for jobs and got
15 a psychiatrist only after this litigation began?

16 A. I'm sorry? Could you repeat that question?

17 Q. You stopped traveling, saw a psychiatrist and started
18 looking for jobs only after this litigation began?

19 A. That's correct. But it doesn't have the contexts of what
20 I --

21 Q. I was only asking about time.

22 THE COURT: You'll be permitted to give the context if
23 your lawyer asks you for it on the redirect examination.

24 THE WITNESS: Okay.

25

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Robinson - Cross

1 BY MR. SCHOENSTEIN:

2 Q. Now, when you went to Los Angeles twice, Spain and London
3 following your departure from Canal, all of those trips you
4 used SkyMiles that had been generated while you worked at
5 Canal, correct?

6 A. I believe on one trip, all but one trip possibly, but I
7 can't recall off the top of my head. I think one was paid for.

8 Q. But three of the others were on SkyMiles?

9 A. I believe they were.

10 Q. The corporate Amex card generated Delta SkyMiles, correct?

11 A. It generated American membership reward points which could
12 then be transferred to become Delta SkyMiles.

13 Q. And were you the person who transferred those points to
14 make them into miles?

15 MR. HANNAFAN: Objection. When, scope, your Honor.

16 BY MR. SCHOENSTEIN:

17 Q. During the last three years, let's focus on the last
18 three years that you were employed.

19 A. I transferred the ones from the Canal American Express card
20 to my Delta -- Michael Kaplan handled Bob's Black Card, those
21 American membership reward points were transferred his Delta
22 account.

23 Q. In the end -- towards the end of your employment, wasn't
24 everything transferred into one Delta account?

25 A. No.

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Robinson - Cross

1 Q. But the miles earned on the Amex that was in your name
2 were -- sorry, withdrawn.

3 The points generated on the Amex that were in your
4 name were transferred to Delta SkyMiles, which you then
5 transferred to your account, correct?

6 A. No, the American membership reward points were for all the
7 credit cards that were under the Canal Productions went
8 directly to the main cardholder. So it wasn't just the ones
9 that were generated on my account. It was all the cards were
10 generated. It goes to one membership reward point -- one
11 membership reward account is the main account holder, is
12 Robert De Niro.

13 So it's not just my points. I just wanted to clarify
14 that. But, yes, anything under the Canal Amex membership
15 reward points were transferred to my Delta account.

16 Q. And during your employment, you'd use those miles from time
17 to time to travel?

18 A. When I traveled, I'd use those points.

19 Q. And you would agree with me, there's nothing in writing
20 that authorized you to do so or setting forth the terms of your
21 use?

22 A. I wouldn't necessarily agree with that.

23 MR. SCHOENSTEIN: From the deposition, your Honor,
24 Page 290, Lines 5 to 12.

25 MR. HANNAFAN: Which day?

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Robinson - Cross

1 MR. SCHOENSTEIN: I think this one is -- oh, yes,
2 first day.

3 THE COURT: Any objection?

4 MR. HANNAFAN: I'm sorry, I don't think it's proper
5 impeachment.

6 THE COURT: Overruled.

7 BY MR. SCHOENSTEIN:

8 Q. Do you recall being asked the following question at your
9 deposition and giving the following answer:

10 "Q. Was that in writing anywhere? I'm not questioning that
11 that existed. I'm asking if it was memorialized in writing
12 anywhere because I know you made copious notes and records on
13 things.

14 "A. I can't recall any specific e-mails or it being written."

15 That was your testimony at deposition?

16 A. Could I go up to the original question?

17 Q. No, that is the question and answer that was given,
18 Ms. Robinson?

19 A. Well, I can't go up to --

20 THE COURT: You have to answer that question, were you
21 asked that question and did you give that answer.

22 THE WITNESS: Yes. At that time I can't recall any
23 specific e-mails or it being written, but I don't know if that
24 includes --

25 THE COURT: You're just being asked if you gave that

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Robinson - Cross

1 testimony.

2 THE WITNESS: Yes, I said that.

3 BY MR. SCHOENSTEIN:

4 Q. Now, the agreement you had with Bob was that you could use
5 the miles for travel during your employment with Canal,
6 correct?

7 A. That's not correct.

8 Q. From the deposition, I'm going to read Page 20225 to 2036.
9 I'm sorry. This is from Day 2 of the deposition, 2025 to 2036.
10 It's 20225, not 2025. 20225 to 2036.

11 MR. HANNAFAN: I'm sorry. Can I hear the question
12 again, or --

13 THE COURT: He just wants to use those pages for
14 purposes of impeachment. He hasn't asked the question yet,
15 he's alerting you to the pages.

16 MR. HANNAFAN: I didn't hear the -- if I could hear
17 the question again as to what he's seeking to impeach her on.

18 THE COURT: No, it doesn't work that way. Any
19 objection?

20 MR. HANNAFAN: Yes, improper impeachment.

21 THE COURT: Overruled.

22 BY MR. SCHOENSTEIN:

23 Q. So at deposition you were asked the following questions and
24 gave the following answers.

25 "Q. The staple thing over 11 years was your ability to use

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Robinson - Cross

1 SkyMiles for business and personal travel; is that right?

2 "A. Bob and I had different agreements about using the miles
3 for my travel, yes.

4 "Q. Okay. The travel through that we're talking about is
5 during your employment, isn't that right?

6 "A. Um, the travel during my employment, yes. It was when I
7 was employed at Canal Productions."

8 You gave those answers to those questions, right,
9 Ms. Robinson?

10 A. Yes.

11 Q. And the deposition, by the way, was closer in time to the
12 events that we're discussing at this case, right?

13 A. I mean, the deposition was, what, 2021?

14 Q. Yes. So your memory at the deposition was better than your
15 memory today?

16 A. I don't know if I would agree with that. But the question
17 that you're asking me, what I said in my deposition --

18 Q. I only asked you about your memory in that question.

19 A. I wouldn't necessarily agree with that. But can...

20 Q. Your question now is clouded by many, many, many hours of
21 preparation to testify by your lawyers, right?

22 MR. HANNAFAN: Objection. Argumentative.

23 THE COURT: Sustained as to form.

24 BY MR. SCHOENSTEIN:

25 Q. How many hours did you spend preparing to testify at this

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Robinson - Cross

1 trial?

2 A. Personally or?

3 Q. Yes.

4 A. Probably a couple hours. I reviewed documents, I -- you
5 know, I know the truth, I know the facts here. I've -- you
6 know, I don't need to review everything. I don't need to
7 listen to audio. I lived through it.

8 Q. Let me ask you another question. There was never any
9 discussion while you were at Canal about what would happen to
10 the miles if you left Canal, correct?

11 A. No. We didn't discuss that as they were part of my
12 compensation as of 2015, so, therefore, they were mine.

13 Q. None of the policy, whatever it was, was written down
14 anywhere, correct?

15 A. I don't think -- I don't recall one. I do recall e-mails
16 of where we're discussing SkyMiles or paying for flights. But
17 nothing that I recall.

18 Q. I didn't ask about e-mails, about paying for flights. I
19 said the policy?

20 A. Policies, no. Policies were unwritten, no.

21 Q. And you were the person at Canal who wrote down policies,
22 right, that was part of your job?

23 A. Well, we had no written policies, so I couldn't write them
24 down. But any policies that were at Canal were things that
25 were approved by Bob, or things that were given by Mr. Drogin,

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Robinson - Cross

1 policies to implement into the office. So if we don't have
2 written policies, then I can't write anything.

3 Q. Let me break that down a little bit.

4 Your testimony right now in front of this jury is that
5 there were zero written policies at Canal. Do I have that
6 right?

7 A. If you're counting, like, the anti-harassment, you know,
8 that document, that was written. But in terms of expenses and
9 office expenses and stuff like that, there, again, they were
10 unwritten policies.

11 Q. Did someone preclude you from writing down policies? Did
12 somebody tell you you're not allowed to write down policies?

13 A. Yes.

14 Q. Who did that?

15 A. Tom Harvey.

16 Q. Told you you're not. When did he do that?

17 A. He did that in 2013 when I thought it would be a good idea
18 to have job descriptions and have documentation so that people
19 know. And he wanted everything to be told to the employees
20 verbally and not have them written down. It just seemed to me
21 like a standard thing that an office should have. But Tom
22 Harvey didn't want to do that.

23 So we didn't have a handbook, we didn't have these
24 written policies and that's how they chose to go forward with
25 Canal.

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Robinson - Cross

1 Q. Did you include policies in the copious notes that you took
2 and kept?

3 MR. HANNAFAN: Objection.

4 THE COURT: Overruled.

5 MR. HANNAFAN: Vague as to which notes, your Honor?

6 A. Can you specify, like, which -- what kind of notes or is it
7 just policies in terms of expenses or?

8 BY MR. SCHOENSTEIN:

9 Q. Did you from time to time write down policies in your notes
10 that you maintained?

11 A. Not that I can recall.

12 Q. We'll come back to that. But I want to stay on SkyMiles
13 for a little bit.

14 As a technical matter, you were only able to transfer
15 999,000 SkyMiles per day, correct?

16 A. Yeah. I believe that's correct.

17 Q. Let's go back to 2019. I want you to -- this question is
18 directed to your recollection from the beginning of 2019.

19 How many trips did you have planned for 2019?

20 A. There were two that I had taken while I was still at Canal
21 and then I talked to Bob about I think, like, five trips.

22 Q. So a total of seven?

23 A. Yeah, around.

24 Q. So, just to be clear about that, as you entered 2019 in
25 your employment of Canal, you were planning to take seven trips

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Robinson - Cross

1 either to Los Angeles or internationally?

2 A. Yes. Some of them included -- the beginning of the year,
3 some of them included trips such as the Scotland trip I needed
4 to plan out in advance with my cousin. One of them was a
5 wedding which, of course, was a set date, so yeah. And as
6 Bob's schedule came together and he was filming the *Comeback*
7 *Trail*, I had discussed being away while he was filming and he
8 was going to do something for the summer.

9 Q. If he did something for the summer, you would be free to
10 travel?

11 A. Yeah, when he was -- his agreement on flexibilities that
12 when he was away from New York City, that I could also be away
13 from New York City.

14 Q. Did you calculate at that time how many SkyMiles you would
15 need to do the traveling you were intending to do?

16 A. I don't recall calculating in my head what it would cost.

17 MR. SCHOENSTEIN: I'd like to show the witness
18 Plaintiff 391 for identification.

19 Q. Ms. Robinson, do you recognize this document?

20 If you need to, Ms. Cardona will scroll down a little
21 bit.

22 THE WITNESS: Can you scroll down a little bit? Oh,
23 stop for a second. Could you keep on scrolling down just to
24 the bottom to see...

25

NB66ROB1

Robinson - Cross

1 BY MR. SCHOENSTEIN:

2 Q. Do you recognize that?

3 A. That looks like my 2017 travel and miles used or miles that
4 came into my account, such as, like it says, Delta platinum,
5 which is my personal Amex, other platinum Amexes which were my
6 personal. And also miles accrued from hotels I paid for, et
7 cetera, and also Canal miles that went in.

8 Q. So this is an account statement generated by Delta,
9 correct?

10 A. Yes, this is from something from 2019.

11 Q. And you would receive these account statements from time to
12 time from Delta?

13 A. No.

14 THE COURT: You said from 2019 to --

15 THE WITNESS: Yeah, this is the account -- I printed
16 this out as a PDF in 2019. It is solely my 2017 account
17 information. And was it printed out in 2019. Like, I PDF'd it
18 from the website in 2019.

19 BY MR. SCHOENSTEIN:

20 Q. And you did that in -- as part of discovery in this case to
21 show your SkyMile activity in the year 2017?

22 A. Could you quickly go to the top for a second? I just want
23 to make sure, I think it was for something different. Does it
24 say what date it was?

25 MR. HANNAFAN: Objection, your Honor.

NB66ROB1

Robinson - Cross

1 THE COURT: Well --

2 MR. SCHOENSTEIN: I'll move the document into
3 evidence, your Honor. I was trying to set a foundation, but if
4 there's no objection, I'll put the document into evidence and
5 move on.

6 MR. HANNAFAN: There's an objection. The objection is
7 hearsay, your Honor.

8 THE COURT: Did you print this out and provide it as
9 part of discovery?

10 THE WITNESS: I printed it out I think in 2019 as a
11 record. I -- it could have also been for something that --
12 on -- in 2020. I'm not sure.

13 THE COURT: With the intention that your lawyers would
14 provide it if it was requested?

15 THE WITNESS: Yes, I guess, so. I don't know
16 specifically.

17 THE COURT: It's received.

18 (Plaintiff's Exhibit 391 received in evidence)

19 MR. SCHOENSTEIN: Thank you, your Honor.

20 I'm going to be introducing 292, as well which is
21 another year to the same effect.

22 But I want to keep this one on the screen,
23 Ms. Cardona.

24 BY MR. SCHOENSTEIN:

25 Q. And I want to scroll down to Page 13196. And I want to

NB66ROB1

Robinson - Cross

1 stop on June 9, 2017.

2 Do you see on June 9, 2017, it says "total miles plus
3 871,000"?

4 A. Yes.

5 Q. And that's -- that is a transfer of Amex membership rewards
6 into the Delta account, correct?

7 A. Yes.

8 MR. SCHOENSTEIN: And go down, please, Ms. Cardona, to
9 Page 13202. And stop on January 3rd.

10 Q. And on January 3, 2017, there's an Amex membership reward
11 transfer of 341,000, correct?

12 A. It says that. Are you -- can I just clarify, are you
13 saying that these are coming from Canal or are they coming from
14 my personal card? Because they are mixed. Like, SkyMiles,
15 Amex, Cobrand Credit Card is my personal. I also have an Amex
16 membership program where miles are coming into the account as
17 well.

18 So I don't want to assume that's Canal, I just -- I
19 don't know if it was from my personal one and I transferred
20 something or if it was from the Canal and I transferred it.

21 Q. Okay. Well, my point was in 2017, the only Amex membership
22 rewards program transfers were the one you're look at in
23 January of 341,000 miles, and the one we looked at in June of
24 871,000 miles.

25 So other than a transfer in January and a transfer in

NB66ROB1

Robinson - Cross

1 June, are you aware of moving any other Amex points into your
2 account in 2017?

3 A. I would have to review the whole document just to
4 confirm -- at the top of my head I wouldn't recall that.

5 MR. SCHOENSTEIN: Let's put up exhibit -- Plaintiff's
6 Exhibit 392. This is the account statement showing
7 transactions in 2018.

8 I move it into evidence, your Honor.

9 MR. HANNAFAN: Same objection, your Honor. Hearsay.

10 THE COURT: Do you want to establish a foundation?

11 BY MR. SCHOENSTEIN:

12 Q. Ms. Robinson, is this another statement that you received
13 from Delta and printed out in connection with this dispute?

14 A. It's something that I printed out, but it wasn't a
15 statement that was given to me by Delta. I just went to the
16 account, picked the dates, and printed out the activity for
17 flight activity and then non-flight activity, car, hotel,
18 program and credit cards and other.

19 Q. And you believe it shows accurately that activity for the
20 year 2018?

21 A. It doesn't say -- it doesn't say Delta Airlines under
22 flight award activity or nonflight award activity. So I don't
23 know if all the categories of what was on the account was
24 there. If you could scroll down, I could sort of get more of
25 an idea.

1 Q. Well, my question is more general, I don't want to go entry
2 by entry.

3 Is this information that you pulled up from Delta and
4 have relied on and provided in this dispute?

5 A. I haven't relied on -- I don't know how I would rely --

6 Q. I'll take "relied" out. This is information you got from
7 Delta and you have used in connection with this dispute?

8 A. I don't know about in connection. I mean, it's obviously,
9 like, the Delta stuff.

10 MR. SCHOENSTEIN: Move to admit.

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

12 (Continued on next page)

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NB66ROB1

Robinson - Cross

1 (At the sidebar)

2 THE COURT: Is there any dispute that these documents
3 were provided in response to discovery requests in -- by your
4 client in this lawsuit?

5 MR. HANNAFAN: If they are marked.

6 They are marked with Bates stamp at the bottom,
7 Robinson, then such document was produced by us.

8 THE COURT: And are you really going to make him call
9 an attorney from his firm to say that a request was served and
10 these documents were provided by your client in connection with
11 this? I mean, I can make him do that.

12 MR. HANNAFAN: Your Honor, that's my objection. This
13 goes back to the objection we had raised with respect to the
14 subpoena for the Delta representative. These are Delta records
15 which they have not laid a foundation for. These are Delta's
16 business records, they are not her records, she did not create
17 them. They were created by Delta, and I don't think he's laid
18 the foundation and he can't lay the foundation.

19 THE COURT: Let me ask you, do you -- do you dispute
20 that these records were provided by your client in connection
21 with this lawsuit in response to a discovery request directed
22 to her?

23 MR. HANNAFAN: No, your Honor.

24 THE COURT: Do you want to say anything?

25 MR. SCHOENSTEIN: Your Honor, that seems good enough

1 to me. All I want is the testimony that they come from Delta,
2 they've had them in discovery for a long time. If they want to
3 rebut their authenticity or their accuracy or anything, they're
4 free to do so. But this is information that was pulled off the
5 Delta website and provided to us.

6 THE COURT: From her account. Okay. I'll receive the
7 document.

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NB66ROB1

Robinson - Cross

1 (In open court)

2 THE COURT: Okay. The objection is overruled.

3 (Plaintiff's Exhibit 392 received in evidence)

4 MR. SCHOENSTEIN: Let's publish 392, Plaintiff's 392
5 to the jury, please. And with those, Ms. Cardona, I want to
6 start on 13189. There's a January 18, 2018, transaction.

7 BY MR. SCHOENSTEIN:

8 Q. You did a lot of traveling in 2018 as well; is that
9 correct, Ms. Robinson?

10 A. I believe so. It was one of -- my travel fluctuated
11 depending on Bob's schedule. So I think 2018, there was more
12 travel than other years.

13 MR. SCHOENSTEIN: Go down a little more, Ms. Cardona.
14 We have to get January -- you were right. I was wrong.
15 January 18th, go up. No, up more. There you go.

16 Q. So do you see on January 18th, there's an addition of Amex
17 membership rewards program credits for 8,000 credits. Do you
18 see that?

19 A. Yes, I believe that came from my own personal Amex
20 membership reward program, not Canal's. It doesn't specify
21 other than Amex membership reward program, but I had my own
22 miles that were transferred into this account as well. So I'm
23 going to lean toward that came from my Amex membership reward
24 program.

25 Q. Let's go up to --

NB66ROB1

Robinson - Cross

1 A. My personal.

2 Q. Understood.

3 Let's go up to January 22nd. On Page 13188. There
4 you go.

5 And then on January 22nd, there's 19,000 points from
6 the Amex membership rewards program; do you see that?

7 A. Yes, I believe, again, that's from my personal Amex
8 membership reward. In January I lost authorization, and I -- I
9 lost authorization to transfer the Canal Amex. And I worked
10 with Michael Tasch and Bob to get my authorization back. So I
11 wasn't able to transfer any American membership reward program
12 in 2018 until I believe sometime in March. So --

13 Q. Actually, I think it was June. Let's scroll up to
14 Page 1 --

15 A. It was March and in June, another issue arose with the
16 overall American Express reward membership that Bob had. But I
17 had -- I got my authorization back in March of 2018.

18 MR. SCHOENSTEIN: And scroll down just a little bit,
19 Ms. Cardona.

20 Q. So in June 17, there's a transfer of 259,000 miles from the
21 Amex membership rewards program.

22 And then on June 18th, there's a transfer of
23 999,000 miles. Do you see that?

24 A. I see that. I don't believe I -- are you asking -- sorry,
25 you're not asking -- you're just asking if I see it.

NB66ROB1

Robinson - Cross

1 Q. That's all I was asking you. Now I'm asking if those are
2 transfers from Canal reward points?

3 A. For -- I don't believe that the June 18th was from the
4 Canal one, from the Canal credit card. And I believe -- I
5 believe the June 17th was.

6 Q. Okay.

7 A. There was an issue that arose now in June again where the
8 American membership reward points account was no longer listed
9 under Bob's Social Security number. It was randomly listed
10 under Robin Chamber's Social Security number.

11 So all the points that were being generated by Canal's
12 credits cards was going into this -- a membership reward
13 program under Robin's Social Security. So I was unable to --
14 all these points were accruing, but no one on Canal, including
15 Bob, could transfer the points.

16 So this problem continued to happen and was finally
17 resolved in January 2019. So there was about 2.5 million miles
18 that were -- I was unable to access for about -- from June
19 until January that accumulated in 2018.

20 Q. So where did the 999,000 points you transferred on June 18,
21 2018, come from if not from Canal?

22 A. I believe that in -- in the beginning of 2018, Michael
23 Tasch had accidentally transferred 999,000 from the
24 Canal Productions account to Bob's Delta account. This
25 reversed it where 999,000 that were taken accidentally and put

NB66ROB1

Robinson - Cross

1 into Bob's account instead of mine, this was from Bob's Black
2 Card that went into my account to make up for the 999,000 that
3 were accidentally transferred to Bob's account and not mine.
4 Sorry, it's very confusing.

5 Q. But my basic -- my fundamental question here is that
6 259,000 points on June 17th and the 999,000 points on
7 June 18th, those were all derived from Canal or Mr. De Niro,
8 correct?

9 A. Yes. Or Bob's Black American Express card. I believe
10 that's what had happened because Michael Tasch had made a
11 transfer to the wrong account. And this was to correct the
12 number of miles that should have gone into my account. And
13 this is the -- this 259 is when I found that all these points
14 started to -- were being accrued under Robin Chambers'
15 membership rewards number instead of the main account holder,
16 Robert De Niro.

17 Q. Other than these two transactions, did any Canal points go
18 into your account in 2018?

19 A. I don't believe -- no. This was the last of them because
20 then we came to the issue of --

21 THE COURT: You're just asking asked. Try to confine
22 yourself to the question you're asked.

23 A. Can you repeat the question and I'll give you a yes or no,
24 I guess.

25

NB66ROB1

Robinson - Cross

1 BY MR. SCHOENSTEIN:

2 Q. Other than these two transactions, no Canal points went
3 into your account in 2018, correct?

4 A. No, I don't believe so.

5 THE COURT: Meaning that what he said was correct?

6 THE WITNESS: Yes, I don't believe that there were
7 other Canal points that went into my account in 2018 because of
8 the issue with the membership rewards.

9 MR. SCHOENSTEIN: All right. Can we put up 393?

10 BY MR. SCHOENSTEIN:

11 Q. This is your -- the statement from Delta of your activity
12 in 2019, which you provided during discovery in this case; is
13 that correct?

14 A. Yes. I believe so.

15 Q. So --

16 A. I don't know when it was printed.

17 MR. SCHOENSTEIN: Move to admit this, your Honor.

18 THE COURT: Received.

19 MR. HANNAFAN: Same objection, your Honor.

20 (Plaintiff's Exhibit 393 received in evidence)

21 BY MR. SCHOENSTEIN:

22 Q. We're going to go to the back of the document first so we
23 can go chronologically. Let's go to Page 13177 on January 28,
24 2019.

25 And I would appreciate it as much as you can,

NB66ROB1

Robinson - Cross

1 Ms. Robinson, if you confine your answers to the scope of my
2 questions?

3 A. Sure, I apologize.

4 Q. On January 28, 2019, you transferred 999,000 Canal miles
5 into your account, correct?

6 A. Yes. These were --

7 THE COURT: I think you should just try to answer the
8 questions being asked.

9 BY MR. SCHOENSTEIN:

10 Q. On February 6, 2019, you transferred 999,000 Canal points
11 into your account, correct?

12 A. Yes.

13 MR. SCHOENSTEIN: Scroll up please, Ms. Cardona, to
14 Page 13176. And at the top of that page, on March 7th.

15 Q. On March 7, 2019, you transferred another 999,000 points
16 into your account, correct?

17 A. Yes.

18 Q. And that was also the day you began secretly recording your
19 telephone conversations with folks at Canal, right?

20 A. I believe, yeah. I believe that was around the time, I
21 don't know if that was the specific day.

22 MR. SCHOENSTEIN: Go up to the bottom of the next
23 page, Ms. Cardona, Page 13175.

24 Q. On March 12th, you transferred another 999,000 miles into
25 your account, correct?

NB66ROB1

Robinson - Cross

1 A. Yes.

2 Q. And on March 18th you transferred 485,000 miles from Canal
3 into your account?

4 A. I believe that was from Canal, but I didn't transfer a
5 fifth of 999,000 -- it wasn't 5 million.

6 Q. Right. It was about 4-and-a-half million because you ran
7 out of points that were available to transfer, correct? The
8 reason this last transfer is only 485,000 points is because
9 that's all that was left in the account before you ran it dry,
10 correct?

11 A. That's not correct. Points are generated on a monthly
12 basis, so at the time that I did the transfer on March 18th,
13 those were the points that had -- were not pending. And more
14 points would become available the next month and then the
15 following month it just -- there were a larger amount of points
16 because of the issue of not being able to transfer in 2018.

17 Q. But as of March 18, 2019, those were all the points
18 available to transfer?

19 A. I believe so, yes, at the time.

20 Q. Now, let's take a look at some of the travel you did this
21 year since we had questions about that.

22 MR. SCHOENSTEIN: I want to scroll up, Ms. Cardona, to
23 Robinson 13173. And I want to go to the second block. Stop
24 right there. Thank you.

25 Q. April 6, 2019, was the day you resigned from Canal,

NB66ROB1

Robinson - Cross

1 correct?

2 A. Yes.

3 Q. On that day, you bought tickets for a trip?

4 A. I don't think it was purchased on that day. I think it
5 says posted April 1, 2019, below. I think the travel date was
6 April 6th and the return was April 23rd. So it seems as if
7 this specific ticket was purchased while I was still at Canal
8 on April 1st. And one of the issues with --

9 THE COURT: Just answer the questions.

10 MR. SCHOENSTEIN: Okay. So go up to the next one,
11 Ms. Cardona, please.

12 BY MR. SCHOENSTEIN:

13 Q. So now on April 17th, you purchased tickets to go round
14 trip from JFK to La Guardia -- to Los Angeles?

15 A. Yes.

16 MR. SCHOENSTEIN: Go up, please, to the next entry.

17 Q. And on April 18th, you purchased additional tickets for the
18 trap to Los Angeles?

19 A. I think this was a change in dates, if I could go back down
20 to the first one. It's a little confusing when I change dates
21 or times, they put the miles back in and take them out and do
22 another ticket. So there are a lot of canceling and changing
23 or changing the time or the dates on this.

24 So I don't think that's necessarily -- I don't think
25 that's an additional ticket. I think that's a change.

NB66ROB1

Robinson - Cross

1 Q. When was that first trip to Los Angeles, as best you
2 recall?

3 A. Sorry?

4 Q. When did you make the first trip to Los Angeles after
5 leaving Canal?

6 A. April. There's only, I believe, one trip to Los Angeles in
7 April, which is why I believe that the two things that you're
8 showing me are actually the same flight. It just is -- I
9 changed a date or I changed the timing of it.

10 MR. SCHOENSTEIN: Let's go up to the next page,
11 please, Ms. Cardona at the bottom. On -- one more page up to
12 13170.

13 Q. On May 7, 2019, a month and a day after leaving Canal, you
14 purchased round-trip tickets to go to Madrid.

15 A. Yes, I did.

16 Q. And when did you make the Madrid trip?

17 A. I don't know off the top of my head, but it looks like the
18 dates were May 21st to May 28th. But I don't know. Again, it
19 could be possibly the dates could be changed further up on
20 the...

21 (Continued on next page)

22

23

24

25

NB65rob2

Robinson - Cross

1 BY MR. SCHOENSTEIN: (Continuing)

2 Q. You did make that trip to Madrid sometime in May, right?

3 A. I made a trip to Madrid at some point. I believe it was
4 May.

5 Q. Let's go up, please, to June 4, on page 13169, and on June
6 4 you bought tickets for another trip to Los Angeles; correct?

7 A. Yes. I also did, like, a miles plus cash redemption. I
8 paid \$330 to lower the amount of points. This was the wedding
9 that I had spoken to Bob about while I was at Canal.

10 Q. Were all these flights business class?

11 A. I believe one of them was coach. I believe the other were
12 business.

13 Q. Is it a fair statement that the vast majority of times you
14 have flown on Delta since you were at Canal you flew business
15 class?

16 A. Yes. That is what Bob approved and agreed on.

17 Q. He didn't approve or agree on that for your June 2019
18 flight, did he?

19 A. He didn't need to. As I said, these miles were
20 compensation and I no longer worked at Canal so I didn't have
21 to change my travel and base it around his schedule.

22 Q. Do you see on that entry for June 4 at the top right-hand
23 corner it says 17,500 miles equals \$330?

24 A. Yes. That's the cash redemption. I paid \$330 on this
25 ticket so that it would be 17,500 less than it would be.

NB65rob2

Robinson - Cross

1 Q. Have you paid cash for miles on other occasions?

2 A. I can't think of any that I did.

3 Q. Was there anything unusual about that rate of \$330 for
4 17,500 miles?

5 MR. HANNAFAN: Objection. Foundation, your Honor.

6 THE COURT: Overruled.

7 A. I mean, I can't off the top of my head. I don't know why I
8 did the cash redemption thing but I did.

9 Q. How many -- withdrawn.

10 What's the typical cost of a round trip business
11 ticket to Los Angeles?

12 A. I don't know --

13 MR. HANNAFAN: Again, objection; foundation.

14 THE COURT: Overruled.

15 A. I don't know. Off the top of my head I am sure tickets
16 fluctuate depending when you purchase them, how busy the flight
17 is, what time you pick. It is sort of impossible to know.

18 Q. As a general matter, you didn't pay cash for flights, you
19 flew on points?

20 A. Can you give me a time period?

21 Q. During from 2016 until as we sit here today?

22 A. There have been flights that I have purchased directly.

23 MR. SCHOENSTEIN: Let's go up to page 13168 and to the
24 top entry please, Ms. Cardona.

25 Q. Here you go, on June 7, 2019, you purchased a ticket to

NB65rob2

Robinson - Cross

1 London Heathrow with a return from Glasgow, Scotland; correct?

2 A. Yes. This is the Scotland trip I spoke to Bob about, yes.

3 Q. You didn't speak to Bob about it on June 7, 2019 when you
4 bought yourself tickets with air miles, right?

5 A. I did not need to.

6 Q. And the Glasgow trip, that was for the Isle of Wight Film
7 Festival?

8 A. I stopped -- that's the Skye Writers' Residency. I went to
9 Glasgow to go visit my family in the Isle of Lewis.

10 Q. And when was that trip?

11 A. Sometime in June.

12 Q. Sometime after June 7, presumably?

13 A. Yes. It looks like this ticket, which the dates could
14 have been changed, was June 15 to June 28, 2019.

15 Q. And for this trip you used exclusively SkyMiles; 640,000 of
16 them, correct?

17 A. Yes. It looks that way.

18 Q. Do you know what it costs in dollars to fly business class
19 to Heathrow and then come back from Glasgow?

20 A. No, I don't.

21 Q. Would you agree with me that, as a dollar matter, that
22 would cost at least \$2,000?

23 MR. HANNAFAN: Objection; foundation.

24 THE COURT: Overruled.

25 A. I wouldn't necessarily agree with you. I don't know what a

NB65rob2

Robinson - Cross

1 flight back in 2019 with this specific flight, booking at this
2 specific time, would be.

3 Q. Let's do it this way. You would agree with me that a round
4 trip business class ticket to London in 2019 would cost at
5 least \$100?

6 A. In cash?

7 Q. Yes.

8 A. At least a hundred, yes, but I wouldn't know.

9 Q. You would agree it would cost at least \$500, wouldn't you,
10 business class, round trip to London?

11 A. I mean, I guess so, unless you got a really cheap some sort
12 of ticket, you know.

13 Q. You would agree with me, in all likelihood, a business
14 class round trip ticket to London in 2019 would have cost at
15 least \$1,000?

16 MR. HANNAFAN: Objection. Speculation, your Honor.

17 THE COURT: Overruled.

18 A. Again, once you get to that point I'm going to say that I
19 wouldn't agree with you and I don't know. Again, it goes based
20 on availability. I mean, there are so many factors that going
21 back to 2019 I wouldn't be able to, like, agree to what a
22 flight would cost. It fluctuates a lot, so. If you bought a
23 ticket months out it would be a lot cheaper than booking
24 something like, you know, five days before. There are
25 sometimes you will get a deal if you go through Expedia or

NB65rob2

Robinson - Cross

1 something for a really cheap flight in business class because
2 there is availability. Like, I just -- I wouldn't know.

3 Q. Ms. Robinson, did you use Expedia for a single one of these
4 flights that we are talking about?

5 A. No, but I --

6 Q. Have you ever used Expedia in your whole life to buy an
7 airplane ticket?

8 A. Yes, I have. I didn't always fly --

9 THE COURT: Ma'am -- ma'am -- you are just being asked
10 questions just answer the questions you are asked. You will
11 have the opportunity on your counsel's examination, if they
12 choose to ask you to elaborate, to elaborate.

13 MR. SCHOENSTEIN: Can we put up what was previously
14 marked and entered as Exhibit 81-A? And let's turn, please, to
15 Canal 49285. OK. Stop.

16 Q. Have you seen before, Ms. Robinson, this summary of the
17 SkyMiles transfers in 2019?

18 A. Yes, I have.

19 Q. And you agree with this summary except the March 18
20 transfer is 485,000, not 999,000; correct?

21 A. I'm sorry. Can you repeat that question?

22 Q. I'm asking if you agree with the summary, if you concur
23 with the mile transfers set forth therein, except with respect
24 to March 18.

25 A. Off the top of my head I don't know the specific days. I

NB65rob2

Robinson - Cross

1 would agree, too, that there were -- January 20 -- I can't
2 recall off the top of my head what the dates were. I would
3 agree that there were four transfers but I don't know if this
4 is something that's coming from Delta and the information is
5 correct. I'm not -- I wouldn't want to confirm anything that
6 anything is correct on this document.

7 Q. You agree that there was one transfer in January, one
8 transfer in February, and three transfers in March; correct?

9 A. I believe that's correct.

10 Q. And during that time period, from January through March of
11 2019, you were thinking about resigning?

12 A. That's not correct.

13 Q. That's not correct? You weren't thinking about resigning
14 during that time period?

15 A. On January 3rd I made an agreement to stay with Bob and I
16 wasn't actively looking to depart Canal.

17 Q. We will come back to that.

18 During that time period from January through March of
19 2019, you felt under attack at Canal?

20 A. Can you clarify attacked?

21 Q. Well, I'm asking, did you feel like you were under attack
22 during that time period? Did you feel uncomfortable during
23 that time period?

24 A. Can you clarify, like, in what way feeling attacked or
25 uncomfortable? Like is it just -- because I felt attacked and

NB65rob2

Robinson - Cross

1 uncomfortable at many times during my time at Canal. You know,
2 some of us have bad days at work so are you -- is there a
3 specific time period that you are -- like a specific, like,
4 when I am being attacked or?

5 Q. Let me try another question. During the period from
6 January through March of 2019, you knew you might leave the
7 company before you could use 5 million Delta SkyMiles?

8 A. That did not cross my mind and I wouldn't agree with that.

9 Q. You would agree that you never tried to transfer the miles
10 back to Canal?

11 A. I would agree because, again, I'm not going to give back my
12 compensation.

13 THE COURT: Ma'am, if you exceed the scope of the
14 question one more time I'm going to either have to strike it or
15 take other action. OK?

16 Q. And you would agree with me that you not even made a phone
17 call to see if the miles could be transferred back?

18 A. I did not make a phone call to see if they could be
19 transferred back.

20 Q. Let's talk about vacation days. There is no document,
21 would you agree -- I'm going to start that question over.

22 Is it correct that there is no document containing an
23 agreement that you were to be compensated for vacation days?

24 A. A document -- like a document? Can you repeat that
25 question? Sorry.

NB65rob2

Robinson - Cross

1 Q. Would you agree that there is no document containing an
2 agreement that you were to be compensated for unused vacation
3 days?

4 A. I would agree with that.

5 Q. That policy was never written down or recorded?

6 A. Other than in the e-mails with Bob back and forth about the
7 paycheck, not regarding the policy.

8 Q. And you and Bob did not actually speak about vacation days,
9 correct?

10 A. That's incorrect.

11 MR. SCHOENSTEIN: On the second day of deposition I'm
12 going to go to page 224, lines 12 through 24.

13 Actually, your Honor, I'm going to withdraw that. I
14 will put another question.

15 Can we put up Defendant's Exhibit 16? This is
16 admitted, right?

17 OK. Defendant's Exhibit 16 is already in evidence,
18 your Honor, so we are going to publish.

19 THE COURT: OK.

20 Q. This Exhibit, Ms. Robinson, is a collection of the annual
21 e-mails where your vacation days were recorded. So, do you see
22 the first one there, is it from 2014?

23 A. That's from 2011?

24 Q. 2011. I'm sorry. What was your vacation day allotment at
25 the start of your employment?

NB65rob2

Robinson - Cross

1 A. I don't recall.

2 Q. Well, this document says it was 18 vacation days.

3 A. This -- yeah, but I started in 2008 so I don't know what it
4 was in 2008.

5 Q. Was it less than 18?

6 A. Possibly. I don't want to guess.

7 Q. OK. Don't guess.

8 As of 2011 it was 18; right?

9 A. Yes. It seems so.

10 Q. And at some point it raised to 20?

11 A. Yes.

12 Q. And at some point it raised to 23?

13 A. I believe it did.

14 Q. And you were the person who raised those numbers, correct?

15 A. No.

16 Q. Was there a document reflecting the increase in vacation
17 days for people at the company?

18 A. Other than what was sent to Berdon each year with this?

19 No.

20 Q. From time to time you, in your time records that your
21 counsel entered into evidence, from time to time you recorded
22 sick days; correct?

23 A. I did.

24 Q. Was there a written policy distinguishing sick days from
25 vacation days?

NB65rob2

Robinson - Cross

1 A. A written policy?

2 Q. Yes.

3 A. No.

4 Q. And did you treat sick days differently from vacation days?

5 A. Personally? Yes.

6 Q. So when you were sick you didn't count that as a vacation
7 day, you counted it as a sick day?

8 A. Yes. It was a sick day.

9 Q. And if the office was closed and you were out of the
10 country you didn't record that as a vacation day, you recorded
11 that as office closed?

12 A. Yes. That would be correct. If the office was closed it
13 was closed.

14 Q. So your belief is in 2019 you were entitled to any day the
15 office was closed, any day you were sick, and 23 additional
16 vacation days?

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

18 Q. Your belief is that as of 2019 you were entitled to any day
19 you were sick, any day the office was closed, and 23 additional
20 vacation days?

21 A. I wouldn't agree with that.

22 Q. What's incorrect about it?

23 A. It was an un -- this was an unwritten policy on vacation
24 days. When the office was closed, nobody, not any employees
25 took -- had to use vacation days. When people were sick, some

NB65rob2

Robinson - Cross

1 people just worked from home when they were sick, some people
2 actually had to take a sick day. There are many times on my
3 sheets where I list it as a sick day but I still worked a full
4 day, seven hours, eight hours, I don't get the actual time, I
5 just worked from home and worked from my bed.

6 Q. So I don't think you and I actually disagree, I'm going to
7 try the question a different way.

8 A. OK.

9 Q. You believe you were entitled to 23 vacation days, correct?

10 A. I don't believe I was entitled, this as the policy at
11 Canal.

12 THE COURT: No, no. Ma'am --

13 The answer is stricken. You can ask the question
14 again.

15 Q. You believe you were entitled to 23 vacation days after
16 2019, correct?

17 A. I don't agree with you.

18 Q. So you don't believe that. That's not the truth?

19 A. I don't believe. "I don't believe," that's the issue with
20 the question.

21 Q. OK. How many vacation days do you believe you were
22 entitled to in 2019?

23 A. Whatever -- is it 23 for 2018? I don't know what's -- I
24 have 2011 up in front of me. If I had 2018 I could verify how
25 many days Bob approved that --

1 MR. SCHOENSTEIN: Let's help the witness, Ms. Cardona.
2 Let's scroll down to this part of the document in 2018.

3 MR. HANNAFAN: One moment, please, your Honor?

4 (Counsel conferring)

5 MR. SCHOENSTEIN: Your Honor, opposing counsel doesn't
6 think this document is in evidence; we did, but I move to admit
7 it. This is a collection of the e-mails.

8 THE COURT: Why don't we check whether it is in
9 evidence.

10 MR. HANNAFAN: I do not object but I just want to make
11 sure the record is clear.

12 THE COURT: All right, then if it is not in evidence
13 it now is in evidence. Thank you.

14 (Defendant's Exhibit 16 received in evidence)

15 BY MR. SCHOENSTEIN:

16 Q. So now we have 2018, thank you, and let's go down to the
17 end. So, at the end of this e-mail you say: Vacation day
18 payback. Chase used zero of 23 days. Michael Kaplan used 12
19 of 23 days.

20 Do you see that?

21 A. Yes.

22 Q. So in terms of what we were just discussing, as of 2019 you
23 had 23 vacation days; correct?

24 A. Yes.

25 Q. And sick days did not count as vacation days, correct?

NB65rob2

Robinson - Cross

1 A. Correct.

2 Q. And days the office was closed did not count as vacation
3 days, correct?

4 A. Correct.

5 Q. Now scroll a little bit up in this e-mail to the first
6 page. This was the style of e-mail you would send every year
7 to Mr. De Niro and Mr. Tasch for approval, correct?

8 A. Yes.

9 Q. And it lists bonuses and you have dollar amounts, you have
10 a dollar amount for Kaplan, a dollar amount for Spear, a dollar
11 amount for Weeks-Brittan, a dollar amount for Lulu White.

12 Do you see that?

13 A. Yes.

14 Q. And I notice on the following page for vacation days you
15 just listed days, you didn't list any dollar amount.

16 A. No, I did not.

17 Q. And you stuck it at the end of the e-mail every year?

18 A. It was at the bottom of the e-mail. I guess I didn't put
19 it at the top, I did the bonuses first and the vacation
20 payback.

21 Q. And how much money did you get for zero of 23 days?

22 A. I don't recall off the top of my head. I don't know what
23 my salary was on a weekly or daily basis.

24 Q. Well, in 2018 you were earning \$200,000 a year; correct?

25 A. Yes. I believe so.

NB65rob2

Robinson - Cross

1 Q. And your weekly gross paychecks were \$3,846.16, correct?

2 A. Yes. If that's -- if you are reading my paycheck I'm not
3 going to disagree with you if that's what you are reading.

4 Q. And so, your 23 vacation days would be somewhere between
5 four and five times that weekly amount?

6 A. I don't know.

7 Q. By the way, when you got your raise and you were earning
8 \$300,000 a year, that amounted to \$5,769.24 a week; right?

9 A. If that's what it says on my paycheck. Like, what records
10 you have, I don't know off the top of my head.

11 Q. But that number sounds at least roughly accurate to you?
12 You don't dispute that number, do you?

13 A. I'm going to -- I'll take your word for it that that's the
14 number.

15 Q. Now, the vacation day policy, that was only for you and
16 Mr. Kaplan; right?

17 A. That's not correct.

18 Q. Well, I don't see in this e-mail anybody else getting
19 payback for unused vacation days.

20 A. That is correct.

21 MR. SCHOENSTEIN: Go up to the next page, please,
22 Ms. Cardona?

23 Q. So, Ms. Spear, Ms. Weeks-Brittan, Ms. White and Mr. Harvey
24 and Ms. Chambers used every single one of their allotted
25 vacation days. Is that your testimony?

NB65rob2

Robinson - Cross

1 A. No, that's not my testimony.

2 Q. So why doesn't this memo have them getting paid back for
3 vacation days?

4 A. People, prior to -- people who worked in the office in
5 2008, such as Jesse Spellman and Kit McLean, did receive
6 vacation payback. In sitting down with Bob, when Olivia Jampol
7 was hired, he refused to give her vacation payback so he didn't
8 approve it for any other employees moving forward, which is
9 why --

10 Q. Let's refine my question then because I am really just
11 talking about the period in dispute here, 2016 to 2019.

12 A. OK.

13 Q. The only people who got vacation day payback in that period
14 were you and Mr. Kaplan?

15 A. Yes. That's correct.

16 Q. Mr. Harvey was treated differently and did not get pay back
17 for his vacation days, correct?

18 A. He did not receive vacation pay back.

19 MR. SCHOENSTEIN: Now, you can pull down that exhibit.

20 Q. Let's talk more generally about Canal policies. I believe
21 you have said this morning that Canal did not have written
22 policies or procedures?

23 MR. HANNAFAN: Objection. Misstates the testimony,
24 your Honor.

25 THE COURT: Sustained.

NB65rob2

Robinson - Cross

1 Q. Did Canal have written policies and procedures?

2 A. Other than the anti-harassment document that existed there
3 weren't written policies on things such as expenses, if that's
4 what you are asking.

5 Q. I'm asking very broadly. I understand you have now said
6 there were anti-harassment policies, we are going to look at
7 those, actually.

8 A. Yes.

9 Q. Other than those, did Canal have written policies and
10 procedures?

11 A. Not that I recall.

12 Q. Didn't Canal follow the procedures in the Tribeca Films
13 employee handbook?

14 A. No, they did not.

15 Q. So you did not abide by the procedures in the Tribeca
16 employee handbook?

17 A. Those -- I know Tribeca had a handbook -- I'm sorry. Can
18 you repeat your question so I can answer just yes or no?

19 Q. Did you, as vice president of production and finance, or in
20 the other positions you held, comport yourself in accordance
21 with the Tribeca employee handbook?

22 A. No. That was a different company. We were Canal.

23 Q. So Canal had no other written policies. Did you understand
24 that there were unwritten policies?

25 A. Yes.

NB65rob2

Robinson - Cross

1 Q. You would agree it was a policy of Canal that employees
2 were not permitted to steal?

3 A. I don't think there is an unwritten policy, I think it is
4 just a, you know, don't steal.

5 Q. Would you agree there was an unwritten policy that Bob's
6 privacy had to be protected?

7 A. I don't know if I would say that as a policy. I think it
8 is just a general matter, like his privacy as to everybody.

9 Q. So you don't want to concede it is policy but you agree
10 with the premise that everyone at the company knew Bob's
11 privacy had to be protected; is that fair to say?

12 A. It is an understanding that someone like him would want
13 their privacy protected.

14 Q. And the privacy of his family he would also want protected,
15 correct?

16 A. Yeah. I would agree with that.

17 Q. And because of that, you understood that you couldn't share
18 his papers and archives without his approval?

19 A. I think it depended on the situation on, you know, who you
20 were sharing it with. That's sort of a broad and general
21 question.

22 Q. As a general matter you would agree with me, right, that
23 you couldn't share his papers and archives without approval?

24 A. I don't know if I would agree with that. I would agree
25 that there are certain things that are personal and private to

NB65rob2

Robinson - Cross

1 Bob that would not be shared without his approval or something
2 like that but can you give an example?

3 Q. Sure, I can give an example.

4 Would you agree you couldn't take pictures or videos
5 of Bob and share them publicly without his approval?

6 A. No, I wouldn't say that. I wouldn't agree with that.

7 Bob -- oh. Can I answer or?

8 Q. Sure.

9 A. For example, Sabrina Weeks-Brittan took a picture of her
10 and Bob and posted it on Facebook when he was at his birthday.
11 I have never done that, but there is also times that people
12 have taken pictures with Bob. And Michael Kaplan has pictures
13 with his kids and posted it on Facebook so -- yeah. I just --
14 that's why I wouldn't necessarily agree with it.

15 Q. Would you agree that if it was pictures of Bob and his
16 family or his private matters, that would have required his
17 approval?

18 A. You mean just sharing it?

19 Q. Yes, sharing it.

20 A. I guess it depends what the circumstance is and why
21 somebody took the picture or if it was meant for Bob's archive
22 only.

23 Q. Would you agree you couldn't record Mr. De Niro without his
24 consent?

25 MR. HANNAFAN: I just think this line of questioning

NB65rob2

Robinson - Cross

1 is not relevant.

2 THE COURT: Overruled.

3 A. Sorry. Say that again?

4 Q. Would you agree you could not record Mr. De Niro without
5 his consent?

6 A. I don't know if I would agree with that.

7 Q. Would you agree that company business matters were
8 confidential? Did you understand that?

9 A. I would agree with some business matters are confidential.

10 Q. Did you understand that Bob expected his employees to use
11 common expense in the performance of their duties?

12 A. I have heard Bob testify to that but common sense is not a
13 rule, it's -- you know, it's however somebody takes the idea of
14 common sense.

15 THE COURT: Members of the jury, at the conclusion of
16 this case I will be giving you instructions with respect to
17 what is a rule or not.

18 THE WITNESS: Sorry.

19 THE COURT: You are not to take the testimony of
20 either Mr. De Niro or this witness as to what's a rule.

21 MR. SCHOENSTEIN: Let's put up Defendant's Exhibit 266
22 for the witness, please, and scroll down to the first page so
23 the witness can see it.

24 BY MR. SCHOENSTEIN:

25 Q. Ms. Robinson, is this an e-mail of notes you sent to

NB65rob2

Robinson - Cross

1 yourself on Friday, July 31, 2015, regarding financial and
2 office protocols?

3 A. It is.

4 MR. SCHOENSTEIN: I move to admit Defendant's Exhibit
5 266, your Honor.

6 MR. HANNAFAN: Objection; relevance, your Honor.

7 THE COURT: Overruled.

8 (Defendant's Exhibit 266 received in evidence)

9 MR. SCHOENSTEIN: Publish to the jury, please?

10 Q. Ms. Robinson, in 2015 you prepared for yourself a summary
11 of certain of the financial and office protocols in effect at
12 Canal Productions, correct?

13 A. No, that's not what this e-mail is, so not correct.

14 Q. Well, let's look at a few points. PC -- that means petty
15 cash, right?

16 A. Yes, PC is petty cash.

17 Q. And it says: Kap is point for PC. Meaning Michael Kaplan
18 was the point person for petty cash at that time?

19 A. Yes. Can I just see what month this is? July.

20 Q. OK. And the next point says: Unless it is a special case,
21 the office should use their own money for coffee, taxi, food,
22 and then be reimbursed by petty cash. And that was the
23 procedure -- I won't call it a policy, I will call it a
24 procedure at Canal; correct?

25 A. No, that was not -- that was not implemented, that's not

NB65rob2

Robinson - Cross

1 what it ended up being. These, again, are just my notes.

2 Q. These are your notes, these are things you wanted to be
3 policy?

4 A. These are things that just made practical sense. Things
5 were really chaotic, I tend to write myself, like, notes when I
6 think -- sometimes when I wake up in the middle of the night.
7 This is not something that is, actually was policy or
8 implemented.

9 Q. But are these practices that you thought were sensible and
10 should be followed? Is that a fair characterization?

11 A. In some way, yes. I mean it's just, you know, organization
12 or thoughts on, like, issues that have come up or things that I
13 wanted to talk to Bob about. It's not stuff that was
14 eventually done in the Canal office.

15 Q. Well, it is true that Kap was on point for PC -- for petty
16 cash -- right?

17 A. For specifically for Canal petty cash, yes.

18 Q. And down three more bullets it says: Credit cards should
19 be used before petty cash.

20 That was the practice at Canal, correct?

21 A. I mean, it should have been but it wasn't necessarily --
22 that wasn't necessarily the case.

23 Q. Scroll down a little further. There is a bullet point
24 right above "other" that says: Please do not staple receipts,
25 use a paper clip, I hate staples.

NB65rob2

Robinson - Cross

1 Do you see that?

2 A. Yes, because I -- yes, I hate staples.

3 Q. And you kept a lot of receipts and you wanted the people
4 working under you to know use a paper clip, don't use a staple.

5 A. It just made it easier to scan into my work computer when I
6 scanned them in so I didn't have to take each staple off.

7 Q. And right under "other" you wrote: Do not use any Canal
8 accounts for anything personal.

9 And that was a good common sense procedure that you
10 thought should be the rule in 2015?

11 A. I don't think that I thought that that should be a rule.
12 It was a thought that I had based on something that happened in
13 the Canal office that I just thought it would be better to,
14 like for an employee to use their own Amazon account if they
15 were going to purchase something for Amazon, don't purchase it
16 and pay for it personally on the Amazon account to get the
17 Amazon Prime, keep it separate. Don't do that. And somebody
18 had used the Canal Amazon account to purchase something that
19 they personally paid for so they could get the Amazon Prime.

20 Q. So after that you talked to all the staff and said, as a
21 general matter, nobody should use Canal accounts for anything
22 personal?

23 A. No, I don't recall saying that. The person who did that
24 was -- that happened in 20 -- like '10, 2011. It was just a
25 thought, like these are just thoughts and notes and -- yeah.

NB65rob2

Robinson - Cross

1 Q. Did you abide that thought in your own practice? Did you
2 avoid using Canal accounts for anything personal?

3 A. I believe I did. I mean, there of course were times where
4 I accidentally charged something personal on the Canal AmEx
5 because it looked exactly like mine but I either sent a check
6 to Berdon or I was able to reverse the charge so, you know.

7 Q. Because you understood if you charged something personal on
8 Canal accounts you owed the company a reimbursement; correct?

9 A. I mean -- yes, a reimbursement or a reversal of the charge
10 for an error.

11 MR. SCHOENSTEIN: Scroll down to the second page,
12 please?

13 Q. Under "cutting expenses" in the second bullet it says: No
14 using the Locanda, Nobu, or Tribeca Grill accounts unless it is
15 for Bob.

16 Do you see that?

17 A. Yes, I do.

18 Q. And as a general matter you weren't supposed to go for
19 those restaurants unless it was for Bob?

20 A. That's not correct.

21 Q. That's what you wrote down here.

22 A. No, it was specific that Bob's wife Grace Hightower was
23 looking into those bills and Bob did not want to have the names
24 of the people in the office on those bills, so what they did
25 was we paid by credit card at those restaurants instead of

NB65rob2

Robinson - Cross

1 putting them on Bob's account.

2 Q. I see. You had to put it -- so the procedure was you
3 couldn't put it on Bob's account, you had had to pay for it on
4 a credit card?

5 A. I paid for it on one of the Canal credit cards.

6 Q. And then lastly on this document it says: Please do not
7 assume that Fridays are off. If Bob is in town, it is a normal
8 day so do know assume you are leaving early. If you are,
9 please let me know a few days before.

10 Were employees at the time assuming that Fridays were
11 off-days or half-days?

12 A. Some Fridays were off but Bob tended to change his
13 schedule, so like when he was in on a Friday or decided to come
14 in, we would have to be present so you wouldn't have that
15 summer Friday. It was just a thought that I had because Bob
16 last minute changes his plans and instead of going upstate or
17 to his country house or something, ends up being in town on a
18 Friday and somebody needs to be available for him. It is
19 everybody's at work that Friday then. So it is all based
20 around Bob's schedule but that is something that everybody
21 knew, this is not something that I necessarily needed to tell
22 anybody.

23 Again, these are just random thoughts and notes that I
24 had at this time.

25 Q. Right, and from time to time you would e-mail yourself

NB65rob2

Robinson - Cross

1 random notes or thoughts you were having at the moment about
2 things going on at Canal, correct?

3 A. Yeah. I sometimes woke up in the middle of the night and
4 had a thought on something and I would save it as a draft and
5 e-mail myself later. A lot of misspelling and things like that
6 in those but, you know, yeah.

7 Q. I did the same thing with cross-examination questions.

8 MR. SCHOENSTEIN: Can we put up Defendant's Exhibit
9 126?

10 Q. I want to talk now about this anti-harassment policy that
11 you have referred to.

12 MR. SCHOENSTEIN: Scroll down a bit?

13 Q. Do you recognize Defendant's Exhibit 126 to be an e-mail
14 you received from Hagit Feder dated November 9, 2018? And
15 attaching a non-discrimination and anti-harassment policy?

16 A. Hagit attached it, yes.

17 MR. SCHOENSTEIN: Move to admit Defendant's Exhibit
18 126, your Honor?

19 MR. HANNAFAN: Objection; hearsay, your Honor.

20 THE COURT: Overruled.

21 (Defendant's Exhibit 126 received in evidence)

22 BY MR. SCHOENSTEIN:

23 Q. Now Hagit Feder was with Tarter Krinsky & Drogin?

24 A. Yes.

25 Q. And that was Canal's employment counsel as of November

NB65rob2

Robinson - Cross

1 2018?

2 A. They weren't on retainer if that's -- they were -- they
3 weren't on retainer, they were just -- they helped with this
4 process.

5 Q. They helped with this process and you interacted with
6 them -- you personally interacted with them, correct?

7 A. Yes.

8 Q. And you considered human resources to be an expertise of
9 yours, correct?

10 A. I think I learned quite a bit over the process from
11 Mr. Drogin and Hagit Feder about HR stuff but it is a very
12 specialized field, so.

13 Q. Did you consider it an expertise of yours was my question.

14 A. I think there were parts that I sort of felt really
15 comfortable. I mean, the overall of human resources, again, is
16 a very specialized field.

17 Q. So it would be a stretch to say you had an expertise in
18 human resources?

19 A. I guess it just depends what the context would be. Over
20 all of all HR -- human resources -- I don't know all the ins
21 and outs of everything.

22 Q. When you were interacting with employment counsel in
23 November of 2018, did you tell them that you were a victim of
24 discrimination?

25 A. No.

NB65rob2

Robinson - Cross

1 Q. Did you ever tell any employment counsel for Canal anything
2 to that effect?

3 A. Employment counsel specifically?

4 Q. Yes.

5 A. No.

6 MR. SCHOENSTEIN: Let's put up, please, Defendant's
7 Exhibit 92. Scroll down to the first page.

8 Q. Ms. Robinson, is this an e-mail -- I think that's the wrong
9 one. Is this an e-mail from you to Tom Harvey dated November
10 12, 2018, attaching the non-discrimination and anti-harassment
11 policy?

12 A. Yes. This is the final draft and I sent it to Tom Harvey.

13 MR. SCHOENSTEIN: Move to admit Defendant's Exhibit
14 92, your Honor.

15 MR. HANNAFAN: No objection, your Honor.

16 THE COURT: Received.

17 (Defendant's Exhibit 92 received in evidence)

18 BY MR. SCHOENSTEIN:

19 Q. So you were sending the non-discrimination and
20 anti-harassment policy to Tom Harvey?

21 A. I don't believe that is correct unless there is context on
22 why I was sending it to him.

23 Q. Let me ask you this. You wrote: Just so you have it, this
24 was implemented in the office.

25 That is what you wrote in your e-mail to Mr. Harvey?

NB65rob2

Robinson - Cross

1 A. Yes. I sent him the final -- the final copy.

2 Q. Let's scroll down to the next page and do you see at the
3 top there is the non-discrimination and anti-harassment policy
4 that was implemented in November of 2018?

5 A. OK. I will take your word for it.

6 MR. SCHOENSTEIN: And let's scroll down, please, to
7 page Canal 52326 at the bottom?

8 Q. Do you see the section on reporting an incident of
9 discrimination, harassment, or retaliation?

10 A. Yes.

11 MR. SCHOENSTEIN: One paragraph up, Ms. Cardona?
12 There you go.

13 Q. Do you see at the end of that first paragraph it says:
14 Anyone who witnesses or becomes aware of potential instances of
15 discrimination or harassment, including sexual harassment,
16 should report such behavior to Chase Robinson?

17 A. Yes. I see that.

18 Q. So in November of 2018 you became the point person at Canal
19 for reports of discrimination or harassment?

20 A. Yes, for the time being I did.

21 Q. And at that time did you stand up and say, wait a minute,
22 everybody, I am the victim of discrimination?

23 A. At the time of receiving this in November?

24 Q. Yes.

25 A. No, I did not stand up and say that.

1 MR. SCHOENSTEIN: Scroll down, please, to the bottom
2 of the next page.

3 Q. You see there is a bullet point at the bottom and it
4 continues on the page thereafter. There is a set of procedures
5 that are supposed to happen whenever there is a report of
6 harassment or discrimination.

7 A. Yes, I see that.

8 Q. Did you, as point person, initiate any of those procedures
9 with respect to your own complaints of discrimination?

10 A. This is regarding -- this is the process of investigation
11 so I can't investigate my own complaint.

12 Q. So the answer to my question is, no, you didn't document
13 it?

14 A. Not in this regard. I spoke --

15 Q. Did you document it in any regard? Document it.

16 A. I think there were e-mails that I obviously sent and I did
17 have conversations with Tom Harvey.

18 Q. But I said "document" so I'm leaving the conversations
19 aside.

20 A. Documents, I think there were e-mails that would -- I think
21 there were e-mails about it.

22 Q. And you were shown those e-mails in your direct testimony?

23 A. In my direct March 27, April 2nd, and then text message to
24 Tom Harvey which is written, so.

25 Q. And other than e-mails and text messages that we have

NB65rob2

Robinson - Cross

1 already looked at, did you document any allegations of
2 discrimination or retaliation prior to leaving Canal?

3 A. There are items I guess within the audio recordings, I
4 believe.

5 Q. Oh, you documented them in the audio recordings; is that
6 what you are saying?

7 A. Not necessarily document but I think that things came up in
8 the conversations about the targeting and the discrimination.

9 Q. But those were secret recordings that you never gave to
10 Canal until there was litigation, right?

11 A. That is correct.

12 Q. So put those aside.

13 A. OK.

14 Q. Put conversations aside. Put e-mails and texts aside. Did
15 you create any document along the lines suggested in this
16 policy and procedure, to memorialize your complaint of
17 discrimination prior to leaving Canal?

18 A. I did not, no.

19 MR. SCHOENSTEIN: We can pull down that exhibit.
20 Let's pull up Plaintiff's Exhibit 195, which is already
21 admitted in evidence.

22 Q. You remember this 2011 e-mail you wrote to Mr. De Niro?

23 A. Could I read it?

24 MR. SCHOENSTEIN: Has everyone got it?

25 MR. HANNAFAN: We do not yet.

NB65rob2

Robinson - Cross

1 MR. SCHOENSTEIN: Sorry. I can't ask about a document
2 if you have not seen it yet. Do you have it now, Ms. Robinson?

3 THE WITNESS: Yes. I'm reading it.

4 MR. HANNAFAN: We do.

5 BY MR. SCHOENSTEIN:

6 Q. So my first question is just if you recall this e-mail.
7 You testified about it the other day.

8 A. Yes, I do.

9 Q. And this e-mail was in connection with some disappointment
10 you had about a bonus, right?

11 A. Yes.

12 Q. And in the third paragraph you wrote: I don't want you to
13 think that all I do is ask for money.

14 Do you see that?

15 A. Yes.

16 Q. You were worried at the time that Mr. De Niro might think
17 all you did was ask for money?

18 A. It was part of a complaint about not being paid for the
19 hours that I worked, not being paid overtime in 2011. And
20 prior to that as well, and after.

21 Q. And you wrote in the next sentence: You are incredibly
22 generous with allowing me to travel on miles and sometimes
23 paying, to allow me to be in Spain or L.A. when you are away
24 and all the other things.

25 Do you see that?

NB65rob2

Robinson - Cross

1 A. Yes, I do.

2 Q. And that's how you felt in 2011?

3 A. I felt that he was incredibly generous with the flexibility
4 and the miles and sometimes paying for my flight when there
5 weren't miles, so yes.

6 Q. And then four paragraphs down from that you wrote: I do
7 love my job, though sometimes it is incredibly stressful. I
8 have stayed for these four years for various reasons but I
9 wouldn't stay if I didn't love my job, I didn't enjoy it most
10 of the time, and I didn't love working for you.

11 That's the way you felt in 2011; correct?

12 A. Yes. At that time I wrote that, yes, I felt that way.

13 MR. SCHOENSTEIN: Please put up Defendant's Exhibit 25
14 for identification.

15 Q. Do you recognize this to be an e-mail exchange you had with
16 Mr. De Niro in 2014 concerning Jane Rosenthal?

17 A. Yes.

18 MR. SCHOENSTEIN: Move to admit, your Honor,
19 Defendant's Exhibit 325.

20 MR. HANNAFAN: One moment, your Honor?

21 THE COURT: Yes.

22 MR. HANNAFAN: No objection, your Honor.

23 THE COURT: Received.

24 (Defendant's Exhibit 325 received in evidence)

25 BY MR. SCHOENSTEIN:

NB65rob2

Robinson - Cross

1 Q. Jane Rosenthal was Bob's partner at Tribeca Films, correct?

2 A. In Tribeca, yes.

3 Q. And the Tribeca offices, physically, are in the same
4 building with the Canal offices; right?

5 A. Yes. That's correct.

6 Q. And you did not get along with Jane Rosenthal, correct?

7 A. There were times that I did and there were times that I
8 didn't.

9 Q. And this e-mail reflects one of the times you didn't?

10 A. Yes.

11 Q. You say in the e-mail, starting at the end of the third
12 line: This bullying is getting way out of hand.

13 Do you see that?

14 THE COURT: Can you blow it up a little bit?

15 THE WITNESS: Where is that? Can you point me to it?

16 MR. SCHOENSTEIN: Sure.

17 Can you highlight that, Ms. Cardona?

18 THE WITNESS: I see it. Yes.

19 BY MR. SCHOENSTEIN:

20 Q. Right? You were explaining about Ms. Rosenthal bullying
21 you?

22 A. Yes.

23 Q. Was that a gender discrimination complaint?

24 A. This specifically, this line? No.

25 Q. So you didn't mean to convey, when you said Jane Rosenthal

1 was bullying you, that she was bullying you because of your
2 gender?

3 A. Not -- no, not in that line, no.

4 Q. You understand that women's rights is hugely important to
5 Jane Rosenthal, correct? That's your understanding?

6 MR. HANNAFAN: Objection. Calls for speculation.

7 THE COURT: Sustained.

8 Q. And going forward there were other times when you objected
9 to the way you were treated by Ms. Rosenthal, correct?

10 MR. HANNAFAN: Objection. Relevance.

11 THE COURT: Overruled.

12 A. There were other complaints that I made to Bob about her
13 behavior or something along the lines of that, yes.

14 MR. SCHOENSTEIN: Put up, please -- and your Honor,
15 you can interrupt me at any time for the mid-morning break.

16 THE COURT: We will go until 11:10.

17 MR. SCHOENSTEIN: Let's put up Defendant's Exhibit 12
18 for identification.

19 Q. Do you see this, Ms. Robinson?

20 A. Yes.

21 MR. HANNAFAN: We are not getting it.

22 Q. So, disregard -- there is an e-mail on top in 2019 when you
23 were forwarding this to Mr. Kaplan but I want to focus, do you
24 recognize the 2014 e-mail exchange between you and Olivia
25 Jampol?

NB65rob2

Robinson - Cross

1 A. No, because Olivia Jampol no longer worked for Canal after
2 2013. This e-mail, itself, is corrupt. You will see below it
3 says November 30th, 2012, and you will see some sort of symbols
4 in it. I had an issue with my e-mail back in the earlier days
5 which sort of jumbled everything up.

6 Q. I see. So you think this e-mail is really from the 2012
7 time period?

8 A. It's from, I believe, 2012. Olivia Jampol stopped working
9 at Canal I think August of 20 -- gosh -- '13, possibly.

10 (Continued on next page)

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1 MR. SCHOENSTEIN: I'm going to withdraw the exhibit if
2 it's that old.

3 Let's move to Exhibit 327. And let me make sure we
4 get this.

5 Great. Can you scroll down?

6 BY MR. SCHOENSTEIN:

7 Q. Do you recognize this to be an e-mail from you to
8 Candy Schulman dated August 23, 2015, with a resume?

9 A. Yes.

10 MR. SCHOENSTEIN: Move to admit this, your Honor.

11 MR. HANNAFAN: Objection. Relevance, your Honor.
12 Outside the scope. Also, I ask counsel not to describe the
13 content of the e-mail until it's been admitted.

14 THE COURT: No, I think it's proper to describe it for
15 identification purposes.

16 Let me look at the document.

17 What's the relevance?

18 MR. SCHOENSTEIN: It is relevant, your Honor, to the
19 plaintiff's job hunting, and it has certain statements in it
20 that I want to point to that are relevant that disputes to the
21 case.

22 MR. HANNAFAN: Your Honor, this is 2015. I don't
23 think this is relevant.

24 THE COURT: Overruled.

25

1 BY MR. SCHOENSTEIN:

2 Q. So in August 2015, you wrote to Candy Schulman. Who is
3 Candy Schulman?

4 A. I think that she was someone who could review, like, a
5 resume recommendation, to sort of, like, look over stuff.

6 Q. And in the e-mail, you wrote: I made a few changes to the
7 resume, let me know what you think.

8 Right? That's you writing to her?

9 A. Yes.

10 Q. And you also attached a recommendation letter.

11 A. Yes, it seems so.

12 Q. And then the third sentence, you say: Have you ever
13 handled recommendations for business school applications. I'm
14 hoping to present one to use when I apply for a job, and the
15 other for my business school application. I think they are a
16 little different.

17 Do you see that?

18 A. Yes.

19 Q. So you were thinking about applying to business school at
20 least as early as August of 2015?

21 A. I -- yes. I had been thinking about applying to business
22 school for years prior to that.

23 Q. Let's take a look at the next page.

24 This is a draft resume that you prepared.

25 A. Yes. I believe I did. I don't know if this is the final

NB66ROB3

Robinson - Cross

1 version.

2 Q. You were sharing this with Ms. Schulman to ask her opinion?

3 A. Yeah. In terms of, like, making sure that there are no
4 errors, sort of the type.

5 Q. Do you see the top says, areas of expertise?

6 A. I do.

7 Q. Do you see it lists human resources among the areas of
8 expertise?

9 A. Yes. This is a draft resume. I don't believe that that
10 ended up in my final resume.

11 Q. But you wrote it there in your draft in 2015, because you
12 believed it to be an area of your expertise?

13 A. I wouldn't say that's correct. I think that that first
14 area was either going to be skills or areas of something.
15 This, again, is not my final -- like, my final resume. So I
16 kind of -- whenever I've done resumes, I've always sort of put
17 things in sections and then sort of figure it out, what goes
18 where, and changed it. So...

19 Q. Are you telling the jury, in subsequent versions of your
20 resume, we're going to see you've taken human resources off the
21 list of areas of expertise?

22 A. I think I would -- I don't know. I think I may have
23 changed it to skills. I don't know. Let's look at the more
24 recent or the final resumes. I can't answer you, but -- you
25 know, on the draft on how it was in 2015.

NB66ROB3

Robinson - Cross

1 Q. The areas of expertise you listed on this draft in 2015,
2 these are all things you had developed as a Canal employee,
3 correct?

4 A. I don't know if I would say it was all Canal. I, of
5 course -- I had a job prior to Canal where I learned quite a
6 bit as well, so I could incorporate some of that into my
7 resume.

8 Q. The prior job was the two-year assistant stint at Vanity
9 Fair?

10 A. And helping Michael Roberts with the photo production
11 editorial stuff.

12 Q. Is that what you meant under film production under the
13 areas of experience in 2015, you meant helping Michael Roberts
14 take pictures?

15 A. No. That's not -- film, photography would be -- that's
16 not -- that would be film.

17 Q. That would be Canal?

18 A. Yes.

19 Q. And to the extent you had office and project management
20 expertise, that would have been what you gained at Canal?

21 A. Some of it. Project management and stuff like that would
22 be some of the photo shoot stuff I did with Michael,
23 Michael Roberts.

24 Q. Did you work with a team with Michael Roberts?

25 A. I did.

NB66ROB3

Robinson - Cross

1 Q. Did you negotiate for Michael Roberts?

2 A. I booked -- I negotiated and booked models and casts for
3 these photo shoots that they were doing at Vanity Fair. I had
4 quite a bit of involvement there.

5 Q. Let me do it this way. Which of these area of expertise
6 refer to Canal, which refer to Vanity Fair, and which refer to
7 both?

8 A. I think -- can I answer it this way? I think a majority of
9 them are Canal. I think there are some things like writing an
10 editorial, project management, some expense stuff, budget,
11 contract stuff, that were incorporated from my time at
12 Vanity Fair and working for Michael Roberts. It's a
13 culmination of my -- what I've -- what I've learned along the
14 way of the different jobs that I've been in.

15 Q. So in August of 2015, you had this draft resume, and let's
16 take a look at the last page of this document. You also had a
17 draft recommendation letter that you were working on. Right?

18 A. This was a recommendation for, I believe, Bob to sign.

19 Q. And you were -- so you were considering business school,
20 you were working on a resume, and you were drafting your
21 recommendation letter in August of 2015. Right?

22 A. I don't think this was necessarily like a draft for
23 business school. This was a recommendation, because I was
24 thinking about leaving Canal Productions at the time. But it's
25 not something that I ended up going through with. And this is

1 not something that I provided Bob.

2 Q. And all of this, in August of 2015, is fully three years
3 before you have even met Tiffany Chen?

4 A. Yes. I did not know Tiffany Chen at the time of this.

5 MR. SCHOENSTEIN: Let's put up Defense Exhibit --

6 THE COURT: Let's not. It's 11:09. Let's take our
7 mid-morning break for 15 minutes. Please don't talk about the
8 case amongst yourself or with anybody else. Please don't do
9 any research about the case. Enjoy your break.

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1 (Jury not present)

2 THE COURT: I'll see you all back here in ten minutes
3 or so.

4 (Recess)

5 THE COURT: Let's have the witness take the stand, and
6 bring the jury in.

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1 (Jury present)

2 THE COURT: Counsel, you may proceed.

3 MR. SCHOENSTEIN: Let's put up Defense Exhibit 328,
4 please, for identification for the witness.

5 BY MR. SCHOENSTEIN:

6 Q. Ms. Robinson, is this an e-mail you wrote on September 2,
7 2015, to Margaret Mary?

8 A. Yes.

9 MR. SCHOENSTEIN: Move to admit Defense Exhibit 328,
10 your Honor.

11 MR. HANNAFAN: Objection, your Honor. Again, it's
12 2015.

13 THE COURT: Overruled.

14 (Defendant's Exhibit 328 received in evidence)

15 MR. SCHOENSTEIN: Publish to the jury, please.

16 BY MR. SCHOENSTEIN:

17 Q. Who is Margaret Mary Murray?

18 A. Margaret Mary Murray is a cousin of mine who works at the
19 BBC in the UK.

20 Q. You have been interested for a while in relocating to the
21 United Kingdom, correct?

22 A. I thought a lot about it. I would say that's correct. I
23 thought a lot about it.

24 Q. You like London?

25 A. Yes. My family is from Scotland.

1 Q. And in the second paragraph of this e-mail that you wrote
2 in September 2015, you said: Confidentially, I'm in the
3 process of searching for a job in London in the entertainment
4 industry. I've been fortunate to have a really great job and
5 an amazing boss, the actor, Robert De Niro, for the past
6 eight years.

7 Do you see that?

8 A. Yes. I wrote that.

9 Q. And that was accurate as of September 2015?

10 A. Yes, I wrote that.

11 MR. SCHOENSTEIN: Let's put up, please, Defense 335.

12 BY MR. SCHOENSTEIN:

13 Q. Is 335 a text you wrote in 2016 to Alejandro Belran?

14 A. Yes, it seemed so.

15 MR. SCHOENSTEIN: Move to admit Defense 335.

16 MR. HANNAFAN: Again, your Honor, objection.

17 Relevance.

18 THE COURT: Let me see the parties at sidebar, please.

19 (Continued on next page)

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1 (At the sidebar)

2 THE COURT: What's the relevance of this particular
3 document?

4 MR. SCHOENSTEIN: She always feels under attack.
5 She's always getting into arguments with people.

6 THE COURT: The objection is sustained.

7 (Continued on next page)

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1 (In open court)

2 MR. SCHOENSTEIN: Let's put up, please, Defense
3 Exhibit 259. Let's scroll down, please.

4 BY MR. SCHOENSTEIN:

5 Q. Do you see an e-mail exchange you had with Michael Kaplan
6 in November of 2016?

7 A. Yes.

8 MR. SCHOENSTEIN: Move to admit Defense 259.

9 MR. HANNAFAN: Again, your Honor, relevance.
10 Objection.

11 THE COURT: Let me look.

12 Overruled.

13 (Defendant's Exhibit 259 received in evidence)

14 BY MR. SCHOENSTEIN:

15 Q. Who was Anna Ponder?

16 A. She was the head of TFI, I believe.

17 Q. That's the Tribeca Film Institute?

18 A. Yes.

19 Q. Anna Ponder was the head of the Tribeca Film Institute in
20 or about November of 2016?

21 A. I know she worked for TFI, but I can't -- I believe so,
22 yes.

23 MR. SCHOENSTEIN: Scroll down a little bit.

24 Q. So you had had an e-mail exchange with Ms. Ponder, and then
25 you wrote an e-mail to Mr. Kaplan, correct?

1 A. I see that.

2 Q. Your e-mail to Mr. Kaplan: I mean, it's such a simple
3 request but the response is so bitchy and doesn't answer the
4 question -- the damn question.

5 Do you see that?

6 A. I do.

7 Q. And the response you were referring to was the response you
8 got from Anna Ponder at the Tribeca Film Institute?

9 A. I don't see the bottom e-mail, but it is a response to the
10 e-mail below.

11 MR. SCHOENSTEIN: Now, scroll down a little bit so
12 Ms. Robinson can see that e-mail.

13 Q. Your comment about the response being bitchy is about
14 Ms. Ponder's e-mail to you, correct?

15 A. Apparently so. I don't recall this e-mail or what it was
16 regarding.

17 Q. Were you discriminating against Ms. Ponder when you called
18 her response bitchy?

19 MR. HANNAFAN: Objection.

20 THE COURT: Sustained.

21 BY MR. SCHOENSTEIN:

22 Q. Let's move to 2017.

23 MR. SCHOENSTEIN: Let's put up Plaintiff's Exhibit
24 149, which is already in evidence.

25 Q. You remember this e-mail, Ms. Robinson, that you wrote to

NB66ROB3

Robinson - Cross

1 Mr. De Niro on July 18, 2017?

2 A. I do.

3 Q. And this is the one where, towards the bottom, you wrote,
4 you know how much I love my job and adore you.

5 A. Yes.

6 Q. And that's the way you felt as of July 2017?

7 A. Yes. That's how I felt then, yes.

8 Q. Now, in the paragraph at the top, you wrote, I spoke to
9 Mark this morning, and he said he would speak with you. I'm
10 hoping he will by tomorrow morning.

11 Mark was Mark Bosswick at Berdon?

12 A. Yes.

13 Q. And this was in connection with a salary adjustment you
14 were receiving in or about July 2017?

15 A. There was a salary adjustment, but not a raise at that
16 time.

17 Q. And in the fourth paragraph, in the second line, you wrote
18 to Mr. De Niro: The raise and expenses can help me. Again, I
19 stress this is for the next two years, then we can discuss
20 what's best for you and how I can help and how things can
21 change.

22 Do you see that?

23 A. Yes.

24 Q. So in July 2017, you were putting in place an adjustment
25 and a two-year plan?

1 A. I -- to clarify, in July of 2017, I had told Bob that I
2 wanted to move on from Canal Productions, and that I would
3 transition over two years to sort of help give him time and
4 that this was -- this whole situation, which I had already
5 testified to, that that was what would happen in the next
6 two years and what he agreed to.

7 Q. So in July 2017, if I understand this correctly, it was
8 your hope that you would be gone from Canal by July of 2019?

9 A. That's what Bob and I had discussed in July of that year.

10 Q. And that was your hope as of July 2017?

11 A. My -- yes, I guess that's correct.

12 Q. And that turned out to be true; you were out of Canal by
13 July of 2019. Right?

14 MR. HANNAFAN: Objection.

15 THE COURT: Overruled.

16 A. I wouldn't -- I mean, yes. I resigned in -- on April 6,
17 2019.

18 MR. SCHOENSTEIN: Let's put up defense Exhibit 5,
19 please.

20 Q. By the way, we looked at that e-mail that you loved your
21 job and adored Bob. It's true you also told people that Bob
22 was a father figure to you; is that correct?

23 A. I think I had once made the comment that he was more like a
24 father figure than anything else in response to something that
25 was being said. But I don't think I used the phrase, he's like

1 a father figure. I said he was more like a father figure than
2 anything else.

3 MR. SCHOENSTEIN: Now, Defense Exhibit 5, let's show
4 the witness.

5 Q. Do you recognize this -- scroll down a little bit.

6 You're forwarding it to yourself, but below that is an
7 e-mail from Mr. Bosswick to you and others dated July 2, 2017.
8 Do you recognize that?

9 A. Yes. Can I just point out that my e-mail --

10 Q. No. We're just getting the exhibit into evidence right
11 now.

12 MR. SCHOENSTEIN: Move to --

13 A. Before you do that, my e-mail is not completely redacted on
14 the top.

15 MR. SCHOENSTEIN: Scroll up until we cannot see her
16 e-mail anymore.

17 Your Honor, move to admit Exhibit 5.

18 THE COURT: As long as it's redacted for the Court
19 record it's accepted.

20 (Defendant's Exhibit 5 received in evidence)

21 BY MR. SCHOENSTEIN:

22 Q. In July 2017, you were having your compensation adjusted to
23 175,000 per year effective immediately and then increased to
24 \$200,000 effective at the beginning of 2018. Right?

25 A. Yes. It was taking my holiday bonuses, which were \$15,000

NB66ROB3

Robinson - Cross

1 each and -- holiday and my birthday bonuses that were \$15,000
2 each and incorporating them into my salary instead of bonuses.
3 So this is in lieu of holiday and birthday bonuses. They were
4 put into my salary, and then I was given a \$10,000 raise on
5 January 1st, 2018.

6 Q. So prior to this date, you were receiving \$15,000 every
7 year at your birthday?

8 A. Yes.

9 Q. Plus gifts?

10 A. Yes.

11 Q. And you were receiving \$15,000 every Christmas?

12 A. For the holiday, yes.

13 Q. Plus gifts?

14 A. I guess so.

15 MR. SCHOENSTEIN: Can we put up Defense Exhibit 330?
16 Let's just show the witness.

17 Q. Do you recognize this to be a text you sent to Mr. Zak on
18 or about October 24, 2017?

19 A. Yes, I do.

20 MR. SCHOENSTEIN: Move to admit Defense 330.

21 MR. HANNAFAN: Objection, your Honor. Relevance.
22 402/403.

23 THE COURT: Sustained, I'm sorry, overruled.

24 (Defendant's Exhibit 330 received in evidence).

25 THE COURT: It's received.

NB66ROB3

Robinson - Cross

1 MR. SCHOENSTEIN: Publish to the jury.

2 BY MR. SCHOENSTEIN:

3 Q. Who is Bryan Zak?

4 A. A friend from college.

5 Q. And he's a friend you've stayed in touch with over
6 the years?

7 A. Yes.

8 Q. And you've discussed with him from time to time your
9 travails at Canal Production?

10 A. Yeah, like, I've, an example, this message.

11 Q. Right. And this message in October of 2017 says,
12 expletive, expletive, expletive, I have to get out of this job.

13 A. Yes. It does.

14 Q. And that was your state of mind when you wrote it on
15 October 24, 2017.

16 A. Yes. It was.

17 Q. Even though you had just gotten a raise three months
18 earlier?

19 A. Three months earlier? This is October, so...

20 Q. You had gotten a raise in July?

21 A. In January 2018. I got the raise in January 2018, so this
22 is prior to receiving the raise, and it probably was a bad day.

23 MR. SCHOENSTEIN: Let's put up Defense Exhibit 331 and
24 show the witness for identification.

25 Q. This is another text that same day with Mr. Zak?

NB66ROB3

Robinson - Cross

1 A. Yes.

2 MR. SCHOENSTEIN: Move to admit, your Honor, 331.

3 MR. HANNAFAN: Same objection.

4 THE COURT: Received.

5 (Defendant's Exhibit 331 received in evidence)

6 BY MR. SCHOENSTEIN:

7 Q. In this follow-up text to Mr. Zak, you wrote "I just need a
8 way out." Right?

9 A. Does that precede the -- does this comes right after the
10 text before, or is this just a separate text?

11 Q. The text before was 9:38 p.m., and this text is 9:53 p.m.

12 A. And there's nothing in between or?

13 Q. I'm just asking you about this text. Did you tell Mr. Zak
14 on October 24, 2017, "I just need a way out"?

15 A. I -- yes, I texted those words.

16 Q. And the thing you needed a way out of was your job at
17 Canal?

18 A. I would need to see the chain of texts or if this is like a
19 single text. It's hard to say what it is without more context.

20 Q. Can you recall anything else that you might have needed a
21 way out of in October of 2017 that this text might be referring
22 to other than your job at Canal?

23 A. I -- in 2017, no. I don't recall.

24 Q. Let's put up previously admitted Defendant's Exhibit 337.

25 So we saw this -- you were here this week when we

NB66ROB3

Robinson - Cross

1 looked at this text message from November 3, 2017, right?

2 A. I believe so.

3 Q. And this was you texting Robin Chambers?

4 A. Yes, I see that.

5 Q. And Robin Chambers was a part-time employee of
6 Canal Productions?

7 A. She was a full-time employee.

8 Q. Okay.

9 A. I believe.

10 Q. And so you were texting Ms. Chambers a complaint you had
11 about Mr. Tasch and Mr. Bosswick?

12 A. Yes.

13 Q. And you had complaints with Mr. Tasch and Mr. Bosswick over
14 the years, including the ones set forth in this text.

15 A. Yes. Robin and I had issues.

16 MR. SCHOENSTEIN: Let's take a look at Defense
17 Exhibit 6. These are just for identification.

18 Q. These are a series of e-mails you exchanged with
19 Mr. De Niro in August or November of 2017?

20 A. Yes.

21 MR. SCHOENSTEIN: Move to admit Exhibit 6, your Honor.

22 MR. HANNAFAN: No objection.

23 THE COURT: Received.

24 (Defendant's Exhibit 6 received in evidence)

25

NB66ROB3

Robinson - Cross

1 BY MR. SCHOENSTEIN:

2 Q. In this time period, you were discussing with
3 Mr. De Niro --

4 Scroll all the way to the bottom, Ms. Cardona.
5 -- a title change?

6 A. Yes.

7 Q. This is where you pitched the idea of VP, production and
8 finance?

9 A. Yes, Bob and I discussed that.

10 Q. So instead of getting out of the job, as you had texted to
11 Mr. Zak, you decided to get a better title?

12 MR. HANNAFAN: Objection. Argumentative.

13 THE COURT: Overruled.

14 A. I don't know if I would say that was correct. I think
15 there are separate text messages to a personal friend about
16 having a difficult day, it does not mean that I'm necessarily
17 looking to get out of my job.

18 BY MR. SCHOENSTEIN:

19 Q. And you would agree that text messages to your boyfriend
20 shouldn't be held against you either, right?

21 MR. HANNAFAN: Objection. Argumentative.

22 Q. You would --

23 THE COURT: Sustained.

24 MR. SCHOENSTEIN: Let's put up Plaintiff's Exhibit 89.
25 This one is previously admitted. Let's go to the bottom e-mail

NB66ROB3

Robinson - Cross

1 on the last --

2 Q. So we have an e-mail here that you wrote to Mr. De Niro on
3 December 11, 2017. It says: Below is what we discussed.

4 Do you see that?

5 A. Yes.

6 Q. And one of the things you discussed was the new title, VP
7 production and finance?

8 A. Yeah.

9 Q. And let's take a look at the next page. Okay.

10 And you wrote in the first top paragraph there about
11 Sandy O'Hearen and her Tribeca HR, missed that and much more.

12 Do you see that?

13 A. Yes.

14 Q. Ms. O'Hearen was an employee of Tribeca?

15 A. Sandy O'Hearen.

16 Q. O'Hearen, I'm sorry.

17 A. Yes, she is or she was the CFO of Tribeca. She also
18 handled the Tribeca HR.

19 Q. And you felt she had missed things?

20 A. She had missed the issue of overtime.

21 Q. And in the next paragraph, you wrote, among other things:
22 But when it comes to Jane and Berry, I will not be bullied into
23 taking an assistant credit that would diminish the job.

24 Do you see that?

25 A. The job I do, yes.

1 Q. And Jane is Jane Rosenthal?

2 A. Yes.

3 Q. And who is Berry?

4 A. Berry is Berry Welsh.

5 Q. Who is that?

6 A. He was the creative director, the director of creative.

7 And then he became the VP of production and creative. He

8 worked at Tribeca productions.

9 Q. And when you wrote that Jane and Berry were bullying you,
10 you didn't mean to suggest they were discriminating against you
11 because of your gender, did you?

12 A. In this?

13 Q. Yes.

14 A. No.

15 Q. But you think they had engaged in bullying?

16 MR. HANNAFAN: Objection. Relevance.

17 THE COURT: Overruled.

18 A. Yes, I think there are times that were, but it sort of
19 speaks for itself here.

20 BY MR. SCHOENSTEIN:

21 Q. I agree with that. Let's turn to Defense Exhibit 39.

22 MR. HANNAFAN: Your Honor, we obviously object to --

23 THE COURT: Yes, let's avoid the commentary.

24 Commentary is stricken.

25

NB66ROB3

Robinson - Cross

1 BY MR. SCHOENSTEIN:

2 Q. Before we look at this exhibit, from 2017 through the end
3 of your employment, your office was in your home, correct?

4 A. I'm sorry, could you repeat that question.

5 Q. From sometime in 2017 until the end of your employment,
6 your office was in your home?

7 A. Yes, my official office was my home.

8 Q. You had an office set up in your dining room with a laptop
9 and a desktop computer and a printer?

10 A. Yeah, I had a setup that I would work in that room.

11 Q. For a portion of your employment, you worked from
12 Los Angeles?

13 A. From 2013 to 2014, I was based in Los Angeles.

14 Q. For a portion of your employment, you were based in Spain?

15 A. I wouldn't say based in Spain. When Bob was shooting, I
16 would be able to spend time in that location. So a couple of
17 weeks here, return to New York for a couple months, you know, a
18 couple weeks there. Just, again, fluctuated based on Bob's
19 schedule and when he was away and when I could have the
20 flexibility.

21 Q. How long were you in Spain while working for Canal?

22 MR. HANNAFAN: Can we have a time frame, your Honor?

23 BY MR. SCHOENSTEIN:

24 Q. At any time while working for Canal?

25 MR. HANNAFAN: Same objection.

1 THE COURT: Overruled. But...

2 A. Could you repeat that question? Sorry.

3 BY MR. SCHOENSTEIN:

4 Q. Let me ask -- I'll ask a different question.

5 Subsequent to 2015, from time to time, you took trips
6 and worked from Spain, correct?

7 A. Yes, that's correct.

8 Q. And from time to time you took trips and worked from
9 London?

10 A. Yes. After, I think, 20 -- 2014, 2015.

11 Q. And, generally speaking, you were able to fully perform
12 your job duties from those remote locations, correct?

13 A. Yes. I was.

14 Q. You did not need to be in Canal's offices to do your work?

15 A. No.

16 Q. You did not even need to be on this continent?

17 A. No. I mean, so much of it was computer based or phone,
18 so -- unless it was a scouting trip.

19 Q. Right. Unless it was a specific trip to somewhere you
20 needed to be, you could do it really from anywhere?

21 A. Yeah, or, like, for example, like when the Tribeca Film
22 Festival was going, I would need to be in New York for that, or
23 during the Christmas holiday season with all the purchasing of
24 gifts and stuff like that. That was like a two-month thing, so
25 November, December, mostly in New York. So that I would need

NB66ROB3

Robinson - Cross

1 to be in New York for.

2 Q. Let's talk for a minute about those two time periods
3 because -- let me just ask you. The holidays were a big time
4 every year at Canal, right?

5 A. I used to joke that they started in July.

6 Q. And there were lots of gifts to purchase and lots and lots
7 to do during the holiday season. So that was a very busy time
8 at Canal, correct?

9 A. It was a busy time, yes.

10 Q. And the Tribeca Film Festival is generally in April?

11 A. It used to be at the end of April.

12 Q. And leading up to the Tribeca Film Festival, that was also
13 annually a very busy time at Canal?

14 A. More so during the Tribeca Film Festival, less leading up.
15 It wasn't as busy leading up.

16 Q. But certainly during it, it was a busy time?

17 A. Yes, in New York it was. Prior to, it would be a lot of
18 scheduling and a lot of conversations on the schedule, like...

19 Q. At the outset in February of 2018, you took one of your
20 trips to Spain; is that correct?

21 A. In 2018?

22 Q. Yes.

23 A. No. I believe I took my birthday trip to London that year.

24 Q. Let's look at Defense Exhibit 39, then.

25 MR. SCHOENSTEIN: Scroll down, Ms. Cardona.

1 Q. Is this an e-mail from you to Mr. De Niro on February 22,
2 2018?

3 A. Can you scroll all the way down? I'm sorry.

4 Yes. I see this e-mail.

5 MR. SCHOENSTEIN: Move to admit Defense Exhibit 39.

6 MR. HANNAFAN: No objection, your Honor.

7 THE COURT: Received.

8 (Defendant's Exhibit 39 received in evidence)

9 BY MR. SCHOENSTEIN:

10 Q. Does this refresh your recollection that you went to Madrid
11 for the weekend in February of 2018?

12 A. Yes, it refreshes, I remember this trip.

13 Q. And then in March of 2018, you went to Los Angeles?

14 A. For the Toukie hotel trip, yes.

15 Q. That's the trip I want to talk about for a few minutes.

16 You are saying you flew to Los Angeles to scout hotels
17 for Toukie Smith?

18 A. Yes.

19 MR. SCHOENSTEIN: So may we pull up Defense
20 Exhibit 322.

21 BY MR. SCHOENSTEIN:

22 Q. Do you recognize this to be an e-mail that you received
23 from somebody on behalf of the -- of a hotel in Santa Monica?

24 A. Yes. It's from JJ and Imbriani at Altour, the travel
25 agency that we used.

1 MR. SCHOENSTEIN: Move to admit Defense Exhibit 322.

2 MR. HANNAFAN: No objection.

3 THE COURT: Received.

4 (Defendant's Exhibit 322 received in evidence)

5 BY MR. SCHOENSTEIN:

6 Q. And as of March 7, 2018, a room had been booked for
7 Ms. Smith at the Le Marigot Santa Monica Marriott, correct?

8 A. A room had been put on hold as an option.

9 Q. And that was the hotel that Toukie Smith regularly stayed
10 at when she traveled to Los Angeles, correct?

11 MR. HANNAFAN: Objection, foundation.

12 THE COURT: Overruled.

13 A. No. Bob and I weren't sure where she stayed in
14 Los Angeles. This was something that we tracked down as a
15 possibility that she had stayed there before. But because I
16 didn't book her travel to Los Angeles and she handled things
17 directly, we kind of looked to see where she had stayed in the
18 past.

19 Q. And you found this hotel and booked it?

20 A. This was something that I think, like in 2011 she had once
21 stayed at. We weren't sure. I just put it on hold. I had
22 received the tentative dates that she might be going, so I just
23 put a lot of things on hold and then, you know, we were going
24 to decide.

25 Q. Okay. And let's put up -- let me ask this question.

1 So you flew to Los Angeles on or about March 9, 2018?

2 A. Yes, I think I left -- departed the morning of March 9th.

3 Q. The e-mail we looked at was Wednesday March 7th, and you
4 left for LA two days later on Friday?

5 A. Yes, that's correct.

6 Q. And the flight was paid for by Canal?

7 A. Yes, SkyMiles.

8 Q. You rented a car that was paid for by Canal?

9 A. Yes.

10 Q. You stayed at a hotel that was paid for by Canal?

11 A. Yes.

12 Q. You stayed at the Montage?

13 A. Yes.

14 Q. That's a pretty fancy hotel?

15 MR. HANNAFAN: Objection, your Honor.

16 THE COURT: Overruled.

17 A. It's the hotel that Bob stayed at and we had preferred
18 rates at.

19 BY MR. SCHOENSTEIN:

20 Q. What were your preferred rates for staying at the Montage
21 three nights in Los Angeles?

22 A. They included things like free breakfast, free Internet.

23 That time in Los Angeles was really busy because it's award

24 season for the Oscars and everything, so hotels are

25 astronomical, like \$1,500 for a regular room. I think this one

1 was about 5 -- 500 or something.

2 Q. Okay. When you were in Los Angeles, you had dinner at Nobu
3 with three friends?

4 MR. HANNAFAN: Objection, your Honor.

5 Characterization.

6 THE COURT: What's the objection?

7 MR. HANNAFAN: Objection to, excuse me, to use the
8 term three friends.

9 THE COURT: Overruled.

10 A. That's not correct.

11 BY MR. SCHOENSTEIN:

12 Q. So you had dinner with Amelia Brain?

13 A. Yes.

14 Q. She's your friend?

15 A. She worked at Canal, so I would consider her a work friend
16 who was also helping Canal at the time.

17 Q. And she brought two guests?

18 A. There were two friends of hers, yes. It was her, like that
19 weekend I think was her 30th birthday.

20 Q. Were her two friends in any way connected to the business
21 of Canal?

22 A. No, I don't believe so.

23 Q. What hotels did you go to look at while you were out there?

24 A. I ended up not seeing any hotels.

25 Q. Let's take a look at Plaintiff 258. And these are for

1 identification, these are text messages you had with Amelia
2 Brain on March 11, 2018?

3 A. Yes.

4 MR. SCHOENSTEIN: Move to admit Plaintiff 258,
5 your Honor.

6 MR. HANNAFAN: Objection, your Honor.

7 THE COURT: Received.

8 (Plaintiff's Exhibit 258 received in evidence)

9 MR. SCHOENSTEIN: I want to scroll down a little bit
10 to the bottom of this page. There we go.

11 BY MR. SCHOENSTEIN:

12 Q. Do you see -- the blue is you, right, on this text
13 exchange?

14 A. Yes, but can I see what date this is. Okay. Now I know
15 where we are.

16 Q. And that's one of the days that you were in Los Angeles?

17 A. Yes.

18 Q. And in your texts to Ms. Brain one of them at the bottom
19 there, you write: I have nothing planned today. I got my
20 calls in.

21 Do you see that?

22 A. Yes.

23 Q. So as of the time you wrote that text, you didn't have any
24 further business tasks to be performed in Los Angeles?

25 A. That's not correct.

NB66ROB3

Robinson - Cross

1 Q. Well, you had nothing planned.

2 A. That day.

3 Q. Okay.

4 (Continued on next page)

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NB65rob4

Robinson - Cross

1 BY MR. SCHOENSTEIN:

2 Q. And that day, the 11th of March, is when you ended up going
3 back to New York City; correct?

4 A. Yes. I departed back to New York that evening.

5 Q. Let's take a look at Defendant 195. We have heard mention
6 of the "Taxi Driver" books. Do you know what those are?

7 A. Yes.

8 Q. And you were not in Los Angeles to escort the "Taxi Driver"
9 books around town, right?

10 A. No, that was not the --

11 MR. HANNAFAN: May she finish her answer, please?

12 THE COURT: Don't tell us why you were there but were
13 you there to escort the "Taxi Driver" books around?

14 THE WITNESS: Then he asked another question.

15 I'm sorry. Can you repeat your question?

16 THE COURT: Were you in Los Angeles to escort the
17 "Taxi Books" around?

18 A. It was one of the things that I was planning on doing. I
19 was planning on getting them to Amelia Brain once they landed.

20 Q. And that was going to be the end of it, you were going to
21 hand some books to Amelia Brain and then she was going to take
22 over that project?

23 A. Yes. It wasn't my main purpose on why I went there but it
24 was just trying to be helpful because she worked full-time and
25 that weekend was her birthday so she wouldn't be able to get

NB65rob4

Robinson - Cross

1 them.

2 Q. Ms. Brain was celebrating her 30th birthday that weekend?

3 A. Yes.

4 Q. How many days total were you in Los Angeles?

5 A. I arrived late on the 9th and I departed -- I was there I
6 think, like, two days in the end.

7 Q. Did you travel around town by Uber?

8 A. I'm sorry?

9 Q. Did you travel around town by Uber?

10 A. I traveled by Uber the days that I did not have the rental
11 car.

12 Q. Oh right. I forgot about the rental car.

13 To the extent you took an Uber, that was also paid for
14 by Canal?

15 A. Yes. I believe so.

16 Q. Did you personally pay for any portion or any expenses of
17 the Los Angeles trip in March of 2018?

18 A. I'm sure there were some things personal that I paid for.
19 I don't recall.

20 Q. You don't recall?

21 A. I don't recall the expenses that, you know -- I mean the
22 hotel Canal, the flight to and from the airport Canal,
23 obviously.

24 Q. OK. Moving forward from March, in June of 2018 Canal hired
25 Sabrina Weeks-Brittan; is that correct?

NB65rob4

Robinson - Cross

- 1 A. No.
- 2 Q. Let's pull up Defendant's Exhibit 26. And actually, before
3 I show you the document, why do you say "no"?
- 4 A. I believe she was hired toward the end of July 2018.
- 5 Q. Oh, then I misspoke. That is what I meant. In --
6 actually, I see June --
- 7 A. Or she started the beginning of August?
- 8 Q. It doesn't really matter. Sometime in that time frame, in
9 the summer of 2018, Canal hired Sabrina Weeks-Brittan; correct?
- 10 A. Yes.
- 11 Q. And sometime during that time frame in the summer of 2018
12 Canal hired Lulu White; correct?
- 13 A. Yes.
- 14 Q. And they were both to -- they were both Canal employees?
- 15 A. Yes.
- 16 Q. They were both paid by Canal?
- 17 A. Yes.
- 18 Q. And both of them ultimately would take instruction from
19 Mr. De Niro, if he had any?
- 20 A. Yes, they both could or would.
- 21 Q. In September of 2018 you were again contemplating leaving
22 Canal; is that correct?
- 23 A. In September 2018?
- 24 Q. Yes.
- 25 A. Probably a little bit after, like October, yes, I was

1 contemplating leaving.

2 Q. Let's pull up Defendant's Exhibit 13. Actually, before we
3 get into Exhibit 13, let's talk about the townhouse. After
4 Labor Day 2018, Mr. De Niro was moving into a townhouse on the
5 Upper East Side, correct?

6 A. Around that time.

7 Q. And it needed a lot of stuff like rugs and artwork and
8 necessities, even vacuum cleaners?

9 A. It needed everything from the ground up.

10 Q. You were not the only employee of Canal who helped out with
11 that project?

12 A. No, I was not.

13 Q. Michael Kaplan helped out with the townhouse in some
14 aspects?

15 A. Yes. Yes, in some aspects.

16 Q. Dan Harvey helped out with the townhouse in some aspects?

17 A. I think in one aspect, but yes.

18 Q. The two new assistants, Ms. Weeks-Brittan and Ms. White,
19 they both helped out with the townhouse in certain aspects?

20 A. Lulu White moreso; Sabrina Weeks-Brittan for two days but
21 she was hired as an executive assistant so she was in the
22 office.

23 Q. But even though she was in the office at least for a couple
24 of days she did some work on the townhouse?

25 A. Yeah, for like two or three days.

NB65rob4

Robinson - Cross

1 Q. And Mr. Tasch, the company's accountant, he had to help out
2 with the townhouse?

3 A. Is there -- clarifying like specific what he helped out
4 with, not like the design or setting up the house, more of like
5 the insurance and the rent.

6 Q. Just that he had -- you would agree he had responsibilities
7 relating to Mr. De Niro's townhouse?

8 A. I guess in some way.

9 Q. At that time you did not want to be involved in personal
10 items on behalf of Mr. De Niro; right?

11 A. Yes.

12 Q. But I assume you were hopeful that the townhouse was a
13 temporary project that would have a beginning and, some day, an
14 ending; is that fair to say?

15 MR. HANNAFAN: Objection. Vague, your Honor.

16 THE COURT: Overruled.

17 A. Can you repeat your question? Sorry.

18 Q. Sure. At the time the townhouse project started I assume
19 you thought that was going to have a beginning and an end, that
20 that was going to be a project that would be over at some
21 point?

22 A. I mean, I guess, yes, in some way.

23 Q. You weren't -- no one was asking you to work in the
24 townhouse on a permanent basis, correct?

25 A. To work in the townhouse or to work on the townhouse? I

NB65rob4

Robinson - Cross

1 don't --

2 Q. Let's break it down.

3 A. Yes.

4 Q. No one was asking you to move in and set up an office in
5 the townhouse, right?

6 A. Oh no. No.

7 Q. No one was telling you the townhouse was going to be your
8 permanent responsibility for the rest of time?

9 A. No. I mean, at some point I think it would be set up
10 and -- but I didn't know when I got more involved like when
11 certain aspects of this -- it just seemed like it was going on
12 and on and on and would not end.

13 Q. I am sure it did, but you understood they were going to,
14 like, hire housekeepers to do the housekeeping?

15 MR. HANNAFAN: Objection.

16 THE COURT: Overruled.

17 A. Eventually, yes. We just -- it wasn't until like February
18 2019 when they did.

19 Q. It took a while?

20 A. Yes. It was complicated.

21 Q. And it's true, isn't it that after 2018 you were barely
22 ever in the townhouse?

23 MR. HANNAFAN: Objection; vague, your Honor.

24 THE COURT: The question is not at all vague.

25 You can answer it. Overruled.

NB65rob4

Robinson - Cross

1 A. I was in the townhouse quite a bit January and end of
2 February, March.

3 Q. How many times were you in the townhouse in January? I
4 know there was the smoke incident. Other than that, how many
5 times were you, in January 2019, in the townhouse?

6 A. I can't recall specifically how many times. I would
7 probably say a couple times a week because there was a lot
8 being delivered and stuff. February I was away for a bit and
9 then I was in the townhouse with Tom Harvey, Michael Tasch.
10 There was a bunch of stuff going on then so I wouldn't say I
11 was absent from the townhouse during those months.

12 Q. I see.

13 So in February of 2019 when you were in the townhouse
14 you were with Tom Harvey, the male lawyer for Canal; right?

15 A. He was one of the people I think I met there.

16 Q. And Michael Tasch, the male accountant for Canal, you were
17 in the townhouse with him?

18 A. Yes; and Lulu White, Michael Kaplan, Rachel Humphreys.
19 There is a list of a lot of people that were, you know,
20 involved.

21 Q. Now, Tiffany Chen, you had met her at some point but you
22 had not had any kind of real interaction with her until the
23 fourth quarter of 2018; is that correct?

24 A. No, I met her September 8, 2018 and I probably, about a
25 week later, started having more regular interaction with her.

NB65rob4

Robinson - Cross

1 Q. My mistake, I shouldn't have said the fourth quarter, I
2 should have just said in the September 2018 time period is when
3 you began interacting with Ms. Chen?

4 A. Yes.

5 Q. And she was Bob's new girlfriend?

6 A. Yes.

7 Q. What did you do to make her feel welcome?

8 A. When we first met I showed her all the manila folders I had
9 with all the stuff that Bob picked out, the design of what he
10 was thinking for each room. I asked if there was anything that
11 she wanted to be involved in and I if I could, please let me
12 know if there is anything that I can do. You know, that was
13 sort of it. We exchanged phone numbers at that and that was
14 sort of it.

15 Q. That's all you can recall in the making her feel welcomed
16 category?

17 MR. HANNAFAN: Objection.

18 THE COURT: Overruled.

19 A. I'm not really quite sure what else to do to make her feel
20 comfortable. This is -- I am an employee and this is a
21 business, so.

22 Q. Part of the business is Bob's personal life, right?

23 A. Yes, other than being helpful and asking if there is
24 anything -- let me know if there is anything I can do, I mean,
25 I don't see what else I would do.

NB65rob4

Robinson - Cross

1 Q. Ms. Chen sent you some pretty effusive texts with thanks
2 over the next few months; is that fair to say?

3 A. She did.

4 Q. And she sent you some gifts?

5 A. She did some explanations of some of them made me feel like
6 she crossed a line and were a little uncomfortable.

7 Q. Did you tell her that it made you a little uncomfortable?

8 A. No.

9 Q. And towards the end of 2018 you again addressed the status
10 of your employment with Mr. De Niro; correct?

11 A. Sorry. Can you repeat that?

12 Q. Toward the end of 2018 you again addressed the status of
13 your employment with Mr. De Niro?

14 A. Yes. I resigned on November 9, 2018, giving Bob a
15 two-month notice.

16 Q. So let's look at Defendant's Exhibit 13, just for the
17 witness to identify. Is this an e-mail between you and your
18 mother on November 7, 2018?

19 A. Yes.

20 MR. SCHOENSTEIN: Move to admit Exhibit 13, your
21 Honor.

22 MR. HANNAFAN: Objection, your Honor.

23 THE COURT: There is an objection? Did I hear
24 objection? Basis? Received.

25 THE WITNESS: I think my e-mail --

NB65rob4

Robinson - Cross

1 THE COURT: Hold on for a second, ma'am. Is there an
2 objection or no objection?

3 MR. HANNAFAN: Objection, your Honor, as to relevance.

4 THE COURT: What is the basis?

5 MR. HANNAFAN: I don't see how it is relevant to the
6 issues in this case, the claims in this case.

7 THE COURT: Overruled.

8 MR. HANNAFAN: May I also note, your Honor I think
9 this needs an additional redaction.

10 THE COURT: I'm sorry. What did you say?

11 MR. SCHOENSTEIN: It had a redaction issue. I have
12 scrolled up to block the e-mail addresses and we will fix it.
13 I apologize for that.

14 THE COURT: OK.

15 (Defendant's Exhibit 13 received in evidence)

16 MR. SCHOENSTEIN: We are just going to show the text
17 part, your Honor.

18 BY MR. SCHOENSTEIN:

19 Q. Is this a draft resignation e-mail that you wrote and sent
20 to your mom to look at?

21 A. Yes. I was contemplating whether I should e-mail. Bob was
22 shooting "The Joker" at the time and I had been wanting to sit
23 down and resign and I couldn't decide if I should do it by
24 e-mail, and ultimately I decided sitting down with him on
25 November 9th and having a conversation with him, I thought that

NB65rob4

Robinson - Cross

1 would be the better way to do it.

2 Q. Bob was involved at the time in shooting the motion picture
3 "The Joker," is that what you just said?

4 A. Yes. He finished filming I think the week before I sat
5 down with him and resigned. I waited for him to finish filming
6 the section that he had so I could sit down with him. I didn't
7 want to catch him in the middle of filming the movie.

8 Q. That one filmed in New York City, right?

9 A. Yes, it was.

10 Q. Did you end up sending him a resignation e-mail or just
11 telling him orally?

12 A. I did not end up sending this, I spoke to him directly,
13 November 9, at the townhouse.

14 Q. And in the draft in the second paragraph you wrote: I want
15 to thank you for your support and for the last 11 years. I am
16 forever grateful to you for giving me the opportunity to work
17 for you. I will miss working for you but hope that our paths
18 cross again.

19 Is that how you felt on or about November 7, 2018?

20 A. I don't know. I think I was trying to compose or trying to
21 figure out because I put question marks there of how to phrase
22 things if I were to write an e-mail. As I said, I didn't end
23 up sending this, I spoke to him directly, and in that
24 conversation I did thank him for the last 11 years and that I
25 was grateful to him for the opportunity and that -- I don't

NB65rob4

Robinson - Cross

1 know, I can't recall the other words that I said.

2 Q. So you were grateful to him for the opportunity and you
3 told him that?

4 A. Yeah. I mean, I believe I did.

5 Q. Did you tell him you would miss working for him?

6 A. In the conversation that we had I did not.

7 Q. But is that how you felt at the time, that you would miss
8 working for him?

9 A. I don't know. I mean, again, this is something that is
10 like a draft of something that I was working on in trying to,
11 like, find the right way to e-mail him that I was departing and
12 that my last day would be December 12, so this is not the final
13 draft of anything.

14 Q. My question, though, is not about the draft, this question
15 just about what you felt.

16 A. Oh.

17 Q. In November of 2018, when you resigned, did you feel that
18 you would miss working for Mr. De Niro?

19 A. I think I thought I would miss certain aspects of working
20 for him.

21 MR. SCHOENSTEIN: I would like to put up Defendant's
22 Exhibit 129 for the witness and scroll down so the witness can
23 see?

24 Q. Is this an e-mail of your own notes to yourself dated
25 November 11, 2018?

NB65rob4

Robinson - Cross

1 A. Yes.

2 MR. SCHOENSTEIN: Move to admit Defendant's Exhibit
3 129, your Honor.

4 MR. HANNAFAN: Objection, your Honor. I believe this
5 is referring to someone else and it has nothing to do with the
6 parties in this case, so relevance.

7 THE COURT: Received.

8 (Defendant's Exhibit 129 received in evidence)

9 MR. SCHOENSTEIN: Let's show that to the jury.

10 Q. One of the things that was bothering you in November of
11 2018 was Jane Rosenthal; correct?

12 A. I mean, these are things that happened within the 11 years.
13 I don't know why this e-mail -- like I had this written down,
14 I'm sure that it in some way there was something I was
15 thinking, I just don't know why I specifically wrote this
16 e-mail on November 11.

17 Q. Well, let's get at what we do know. We do know that you
18 did write this e-mail on November 11, 2018; correct?

19 A. That, or I had had it saved as a draft and then sent it to
20 myself.

21 Q. So you were thinking about the items on these e-mail on or
22 about November 11, 2018; correct?

23 A. Probably. I don't 100 percent know.

24 Q. Just to expound, the second line says: Assistant credit or
25 nothing. That was an ongoing issue you had about credit on the

NB65rob4

Robinson - Cross

1 movies?

2 A. Yes; on some of the stuff that Bob did with Tribeca.

3 Q. And the notes below that: Disparaging things in front of
4 people, harassment standing in front of door. That relates to
5 the way you felt you were treated by Ms. Rosenthal?

6 A. Those are two, are incidents, there were a couple of
7 incidents that I had already spoken to Bob about. Watching her
8 bully other people is something that I spoke to Bob about,
9 including her assistants.

10 There was a confrontation, she started berating me in
11 the lobby of the Tribeca building. I was displaced out of the
12 office at one point so that she and Berry could work there.
13 There were -- yeah. I mean, there were a little bit of things
14 along the last 11 years that I think were frustrating me but,
15 you know, why I sent it to myself on November 11th I don't -- I
16 don't know.

17 Q. And all of these items on this list are things that were
18 frustrating you about Jane Rosenthal or her team?

19 A. Yeah. I mean, I think that -- I mean I guess, yes, I guess
20 so. I tend to write myself these notes and then just sort of
21 send them in to my inbox. so.

22 Q. Did you discuss these items with Mr. De Niro?

23 A. I think over the 11 years there were --

24 Q. I mean in November of 2018.

25 A. Oh, in November? No, no, no.

NB65rob4

Robinson - Cross

1 Q. These were notes for yourself but not items you discussed
2 with Mr. De Niro?

3 A. Yes, I didn't discuss these with Bob.

4 Q. Now, sometime in this time period in mid-November you had
5 an in-person meeting with Mr. De Niro?

6 A. Yes; in like I think the second week of December I finally
7 got him to sit down.

8 Q. And that was at a coffee shop up near the school his young
9 daughter went to?

10 A. No, he cancelled that meeting, yelled at me, and didn't
11 show up. Robin Chambers was there. The meeting that you are
12 referring to is the one at one of his properties near the
13 Tribeca office on Hudson Street. He has a gym apartment, we
14 met there.

15 Q. Did he meet with you in person at that coffee shop in
16 November of 2018?

17 A. No, he did not. He cancelled when Robin and I were sitting
18 there waiting to discuss transition with him.

19 Q. What date was that meeting supposed to happen?

20 A. I want to say it was like the end of November, like the
21 very beginning of December. Robin and I were at Le Pain on
22 84th Street waiting for him and he called me to berate me that
23 this wasn't the time to talk and he was frustrated and angry
24 and hung up on me and then called Robin to apologize to her for
25 having her come in to New York City for this meeting. So, he

NB65rob4

Robinson - Cross

1 did not show up.

2 MR. SCHOENSTEIN: Move to strike what Mr. De Niro said
3 to Ms. Chambers.

4 THE COURT: Overruled.

5 Q. Ms. Robinson, in the week before Thanksgiving 2018 you went
6 to London again, right?

7 A. I went for the Warburtons shoot that Bob was doing, yes, so
8 yes, I was in London. I apologize.

9 Q. You went twice to London in November, right?

10 A. I only went once in November to London from what I --

11 Q. And what dates were you there?

12 A. I was -- I don't recall the specific dates but I was there
13 the days that the office was closed for Thanksgiving and I was
14 there until, I think, December 1, because I was with Bob for I
15 think for about four days for the Warburtons shoot and some
16 antique shopping and some other items.

17 Q. Is it true there is a portion of that trip that you were
18 there by yourself and a portion that you were there with
19 Mr. De Niro?

20 A. Yes.

21 Q. And the part before Thanksgiving you were there by
22 yourself?

23 A. I think there was like a day or two before Thanksgiving
24 but, again, I can't recall the date off the top of my head.

25 Q. Let's look at Defendant's Exhibit 143. Do you recognize

NB65rob4

Robinson - Cross

1 this as an e-mail from Margaret Mary to you on November 22,
2 2018?

3 A. I do.

4 MR. SCHOENSTEIN: Move to admit Defendant's Exhibit
5 143, your Honor.

6 MR. HANNAFAN: Objection; hearsay and relevance, your
7 Honor.

8 THE COURT: Give me a moment. Is there a response
9 with respect to the hearsay objection?

10 MR. SCHOENSTEIN: She received the e-mail, she is
11 going to verify it.

12 THE COURT: Why don't you ask some more questions
13 before you offer it then.

14 BY MR. SCHOENSTEIN:

15 Q. Let me ask it this way --

16 THE COURT: The objection is sustained on current
17 record.

18 Q. -- does this document refresh your recollection as to the
19 date you arrived in London?

20 A. It doesn't refresh my recollection on a date that I arrived
21 in London. It looks like there was a date that I was in London
22 November -- can you go back up? Sorry -- November 21st.

23 Q. And when you were in London before Thanksgiving you had a
24 dinner with Margaret Mary Murray and Chris Young; right?

25 MR. HANNAFAN: Objection. Again, your Honor, I

NB65rob4

Robinson - Cross

1 apologize to keep objecting, but to relevance.

2 THE COURT: Overruled.

3 THE WITNESS: Yes, I --

4 THE COURT: No need to apologize for the objections.

5 MR. HANNAFAN: Thank you, your Honor.

6 THE WITNESS: Yes, I -- my cousin was being -- there
7 was an event that we were all at for her for BBC, the Gaelic
8 BBC, which she is the head of.

9 Q. And Mr. De Niro wasn't at that event, right?

10 A. No, this is -- she's my cousin.

11 Q. And Mr. De Niro wasn't at -- well, let me ask a different
12 question.

13 Who is Chris Young?

14 A. It is a friend of Margaret Mary's, he -- he grew up with
15 her.

16 Q. And he is a working film and television producer in London?

17 A. In Scotland.

18 Q. He produced, among other things, a British TV series called
19 "The Inbetweeners"?

20 A. Yes, he produced that.

21 Q. That was a very successful British series?

22 A. Yes.

23 Q. And this was consistent with your outreach to Margaret Mary
24 Murray about helping you make connections in the London
25 entertainment industry, right?

NB65rob4

Robinson - Cross

1 MR. HANNAFAN: Objection, your Honor. I don't think
2 there has been foundation for this. I ask to have the e-mail
3 brought down, please.

4 THE COURT: Put the e-mail down but why don't you --
5 the objection is overruled.

6 MR. SCHOENSTEIN: Did we get an answer?

7 Q. You had reached out before, we saw, to Margaret Mary Murray
8 about maybe helping you connect with some people in the London
9 entertainment industry, right?

10 A. I think that was 2015, wasn't it?

11 Q. It was. But this is what that is, right? She is helping
12 you meet Chris Young?

13 A. Oh yeah, she's introducing me to somebody that might be
14 interesting for me to know.

15 Q. And you took Chris Young and Margaret Murray to Nobu for
16 dinner?

17 A. I did, and Bob picked up the meal.

18 Q. Did you tell Mr. De Niro that the purpose of that meal was
19 for you to pursue an employment opportunity?

20 A. No, because that was not the purpose of the meeting or the
21 dinner.

22 MR. SCHOENSTEIN: Let's pull up, please, Defendant's
23 Exhibit 144.

24 Q. Do you recognize this to be an e-mail you wrote to Chris
25 Young and Margaret Murray on November 24, 2018?

1 A. Yes.

2 MR. SCHOENSTEIN: Move to admit Defendant's Exhibit
3 144.

4 MR. HANNAFAN: Again, objection, your Honor;
5 relevance.

6 THE COURT: Overruled.

7 (Defendant's Exhibit 144 received in evidence)

8 Q. So on Saturday, November 24, 2018, you wrote Chris Young
9 and Margaret Mary Murray saying: I am so happy you both
10 enjoyed the Nobu dinner.

11 Do you see that?

12 A. Yes.

13 Q. Now, you were responding in that e-mail to an e-mail from
14 Chris Young?

15 A. Could you go down so I can see? Yes, I was responding to
16 Chris Young and --

17 Q. And he says, among other things: I will be in touch again
18 soon to follow up on our various discussions.

19 A. Yes.

20 Q. He also wrote right above that: And so interesting to hear
21 about your film project.

22 So, what film project did you discuss with Chris Young
23 while you were out at Nobu?

24 A. This was -- I had resigned at this point from Canal
25 Productions on November 9 and I wanted to focus on a film

NB65rob4

Robinson - Cross

1 project that I had this idea that I wanted to move forward with
2 and I had spoken to Chris a little bit about my writing, and he
3 had spoken about his writing, he had two scripts that he wanted
4 to send me to read, and that was sort of -- that was sort of
5 it. It was just, you know.

6 Q. Did you tell Mr. De Niro that the dinner he paid for at
7 Nobu was for you to discuss your film project with a
8 London-based entertainment producer?

9 A. No. My dinner was picked up by Bob. Michael Kaplan let me
10 know that Bob was picking it up because I was going with my
11 cousin and a friend and we happened to have this conversation
12 there. This is -- yeah.

13 Q. And you are saying this is after you resigned from Canal?

14 A. Yes. I resigned on November 9, 2018. This is November
15 22nd, 2018.

16 Q. But you were still employed by Canal; right?

17 A. Technically, yes.

18 Q. Technically you were still receiving paychecks every week,
19 right?

20 A. Technically, yes.

21 Q. And those were going into your bank account, right?

22 A. Technically, yes.

23 Q. Let's put up Plaintiff's Exhibit 187 that's already in
24 evidence. Let's take a look at the top text. So this was
25 texts you had with Mr. De Niro on November 24, which is the

NB65rob4

Robinson - Cross

1 same day as your e-mail exchange with Mr. Young, and you are
2 texting to remind Mr. De Niro that you plan on leaving on
3 December 21st.

4 A. Yes, I see this text.

5 Q. And when did you tell him you were resigning?

6 A. On November 9 I had given him the date of December 21st,
7 the last day the office was open, it closed for two weeks. I
8 didn't think that it was worth paying me two weeks when the
9 office was closed so I wanted my last day to be when the office
10 closed for the holidays.

11 Q. November 9 to December 21, you would agree, is six weeks?

12 A. Is it? It is two months or however --

13 Q. That's my point. I thought you said on direct you gave two
14 and a half months' notice but this is only a month and a half.

15 MR. HANNAFAN: Objection. I think that
16 mischaracterizes the testimony on direct, your Honor.

17 THE COURT: Overruled.

18 A. I thought it was about two months that I gave him.

19 Q. But it is six weeks, right? That's less than two months?

20 A. If it is six weeks then that's what it is.

21 Q. And you were telling Mr. De Niro this during the busy
22 holiday season at Canal, correct?

23 A. Well, I told him on November 9th, so by the time that my
24 last day, the holiday, all that stuff would be over with and
25 Bob would be on vacation, the office would be closed, and --

NB65rob4

Robinson - Cross

1 Q. My question is did you tell Mr. De Niro you were resigning
2 during the busy holiday season? Is that when you told him?

3 MR. HANNAFAN: Objection. Asked and answered.

4 THE COURT: Overruled.

5 A. I wouldn't call November 9th the busy -- like it's busy but
6 I wouldn't say it is the busiest part. December is when things
7 really get crazy so I wouldn't characterize it the way that you
8 did but it was leading up to the holiday.

9 Q. And it was also a time when the townhouse was still under a
10 lot of work, right, in November of 2018?

11 A. Yes. There were items that it was an ongoing -- an ongoing
12 process.

13 Q. So it was holiday time and the townhouse was under work --
14 actually, withdrawn.

15 Didn't you say earlier this morning that the holiday
16 season starts in July?

17 A. I said I made a joke that it started in July.

18 Q. But now you say it doesn't really start until sometime
19 after early November?

20 MR. HANNAFAN: Objection.

21 THE COURT: Overruled.

22 A. It's -- in July I used to start revising like the year
23 prior to, what names were being taken off, what names were
24 being put on, sort of revising this 42-page holiday list so it
25 wasn't -- it's not like gift buying starts in July, it is sort

NB65rob4

Robinson - Cross

1 of like the prep of thinking of, you know, what Christmas card
2 is he going to use this year, what is he going to approve, and
3 then doing that, thinking about what the mass gifts would be.
4 The majority of, like, the buying of the gifts happens towards
5 the end of like the three weeks -- two weeks in November, first
6 week in December. That's -- there is a lot of prep that goes
7 into it which is not -- it's not busy for Bob, it's just --

8 Q. No, but for you it was busy?

9 A. I mean, yeah, I guess in some way it was a little bit.

10 Q. And that ebb and flow of the holiday season, that's the way
11 that it had been since you started with Canal in 2008?

12 A. I mean, the process was similar, it just sort of depended
13 on where Christmas landed; where Christmas break for the kids
14 were; when he was planning on doing his holiday party, if he
15 planned on doing it the beginning of December of course it
16 would be busier earlier, if he planned on doing it toward the
17 end of December it would be a little bit delayed. It just
18 depended on the year.

19 Q. At the time you resigned on November 9, am I correct that
20 you did not have another job lined up?

21 A. Not a job, an opportunity that I wanted to move forward
22 with.

23 Q. What was that opportunity?

24 A. The opportunity is something that I had discussed with Bob
25 in 2017 that I wanted to move on and start working on my own

NB65rob4

Robinson - Cross

1 projects and eventually start my own company and he -- that's
2 when we had discussed the transition of two years so that I
3 could start to work on setting this up so that in two years I
4 could fully move on from Canal and start working on my own
5 stuff. So, the opportunity was a project that I had been
6 developing, I had been reading all these books on World War II
7 on this group of women that were in world War II and I really
8 wanted to move forward with this script and with this idea, so.

9 Q. Is that the film project you discussed with Chris Young?

10 A. I don't know if at the time I had fully discussed. I
11 didn't -- I think had mentioned briefly what it was but I was
12 still keeping it very close because I hadn't done the copyright
13 yet, I hadn't really -- I was sort of nervous on speaking to
14 too many people about it just because I didn't want somebody
15 stealing my idea, so. I don't recall specifically what I said
16 to him about, like, the project.

17 Q. I understand you had an idea for a project. I just want to
18 make sure I understand the opportunity. Had anybody expressed
19 interest in it?

20 A. I talked to my cousin about it and she thought there was a
21 lot of interest in it. I had spoken to two people that I knew
22 in New York that thought it was a really great idea. It was
23 just my time to sort of move on and, you know.

24 Q. Well, what I am trying to do is I want to understand the
25 difference between aspiration and opportunity. I understand

NB65rob4

Robinson - Cross

1 you had an idea and an aspiration. What actual opportunity
2 existed?

3 MR. HANNAFAN: Objection.

4 A. Going out and --

5 MR. HANNAFAN: Objection.

6 THE COURT: Overruled.

7 A. Going out and as I just said.

8 Q. You didn't have a job offer, right?

9 A. No job offer.

10 Q. You didn't have a commitment of any funding from anybody
11 for any project?

12 A. No. Not at that point.

13 Q. How much time had you spent, as of November 2018, on this
14 film project idea?

15 A. Not much. I did a bunch of reading, research, things like
16 that.

17 Q. When did you have time with the job that you have
18 painstakingly described to us to do research and reading for
19 this film project? When were you doing that?

20 MR. HANNAFAN: Objection.

21 THE COURT: Overruled.

22 A. On the weekends, things like that. This is something that
23 I had been thinking of since 2015 so it took years and years
24 because I didn't have much time to focus on anything.

25 Q. When you worked on it, did you write that down on those

NB65rob4

Robinson - Cross

1 time sheets we looked at before?

2 A. On my personal time sheets? No. That would not be
3 included on time that I put toward working hours that I worked
4 at Canal. Obviously not.

5 MR. SCHOENSTEIN: Can we put up for identification
6 Defendant's Exhibit 146? Scroll down, please?

7 Q. Is this an e-mail you composed to yourself on or about
8 December 2, 2018?

9 A. Yeah, I guess so, at 3:37 a.m.

10 MR. SCHOENSTEIN: Move to admit, your Honor, Exhibit
11 146.

12 MR. HANNAFAN: No objection, your Honor.

13 THE COURT: Received.

14 (Defendant's Exhibit 146 received in evidence)

15 BY MR. SCHOENSTEIN:

16 Q. These were some thoughts were having in the middle of the
17 night on December 2, 2018?

18 A. Let me read this. Sorry.

19 Q. Absolutely. Have you read that?

20 A. I'm almost done. OK, yeah. I mean there were, like, a mix
21 of thoughts.

22 Q. OK. And in the second paragraph in your notes to yourself
23 as of December 2, 2018 you wrote: The last eight months have,
24 by far, been the worst personally for me for several reasons.

25 Do you see that?

NB65rob4

Robinson - Cross

1 A. Yes.

2 Q. So you had been having issues, personal issues dating back
3 as far as March or April 2018?

4 MR. HANNAFAN: Objection to form.

5 THE COURT: Overruled.

6 A. Yes, there were some things that -- shall I go on?

7 Q. I don't want to pry into them but that predates your
8 interactions with Tiffany Chen, correct? Eight months?

9 A. I would say -- I mean, I would say six months but seven
10 months, yeah. It's -- yes, it goes prior to Tiffany.

11 Q. In your third paragraph you wrote: I find myself -- guess
12 in the fourth paragraph, I'm sorry -- I find myself at this
13 place in life where things have escalated and my only recourse
14 is to leave.

15 And that's how you felt in December of 2018?

16 A. I felt that he wasn't honoring the agreement that he made
17 with me in July of 2017 of transition and wanting to move
18 forward. I was having less and less of a personal life. I had
19 unfortunately had to put my dog down in June and I just -- I
20 kept on having to try to realign my job for what we discussed
21 and I had had a conversation with him in September about the
22 job and I said to him, citing, I feel the only thing that you
23 want from me is to take care of people such as Toukie Smith,
24 the work I was doing there, the work with the house, and then
25 to stop doing the other work, because that wasn't important, so

NB65rob4

Robinson - Cross

1 the production work and the transition work. I was very
2 frustrated.

3 Q. And you wrote in the next paragraph: I feel so incredibly
4 undervalued for the work I do compared to people like Jane or
5 Mark, or Michael, ore Dan.

6 Do you see that?

7 A. Yeah.

8 Q. And that refers to Jane Rosenthal, Mark Bosswick, Michael
9 Tasch, and Dan Harvey?

10 A. Yes.

11 Q. You thought your salary was low in comparison to all four
12 of them?

13 A. I don't know if that's --

14 MR. HANNAFAN: Objection.

15 THE COURT: Overruled.

16 A. I don't know if that's a line specific to my salary but one
17 of the things that I talked about is that I always felt like I
18 was, again, chicken with my head cut off, carrying a bucket so
19 that every time somebody dropped something I would have to pick
20 it up and it sort of just became -- it became problematic. And
21 I felt Bob had made some comment in the townhouse about how I
22 could carry, like, something heavy up the stairs and it
23 wouldn't -- Dan can't do it because Dan has to work him out in
24 the morning and it was OK if I was hurt because Dan, it was
25 more important that Dan work him out than what I did for Bob

1 and I was quite insulted by that. I just remember that's the
2 last line of the joke, you know, Dan living or something, some
3 sort of joke that basically said he was saying that Dan was
4 more important as a joke and I just, I took offense to it
5 and -- yeah.

6 Q. You didn't think it was possible that the personal trainer,
7 who had been with Mr. De Niro for 40 years and worked with him
8 on dozens of movies, might be more important to Mr. De Niro
9 than you?

10 MR. HANNAFAN: Objection to form.

11 THE COURT: Overruled.

12 A. I think in a joke I don't think it is funny to point
13 something like that out, I think it is inappropriate, and I
14 just think it is hurtful and mean.

15 Q. Let's pull up Defendant's Exhibit 150.

16 THE COURT: I think, Mr. Schoenstein, we will make
17 this our last exhibit before we take our lunch break. We will
18 take the lunch break a little early today.

19 MR. HANNAFAN: I'm sorry. What number is this?

20 MR. SCHOENSTEIN: 150.

21 Q. This is an e-mail you sent to Mr. De Niro on December 5,
22 2018?

23 A. Yes.

24 MR. SCHOENSTEIN: Move to admit 150, your Honor.

25 MR. HANNAFAN: No objection, your Honor.

1 THE COURT: Received.

2 (Defendant's Exhibit 150 received in evidence)

3 BY MR. SCHOENSTEIN:

4 Q. In this December 5, 2018 e-mail titled The Greatest
5 Accomplishment you attach a picture, let's scroll down to the
6 picture. You had done a good job packing your luggage?

7 A. It's not all my luggage.

8 Q. Where were you off to?

9 A. I was departing London for New York and two of the bags are
10 the antiques and the gifts and the Christmas gifts and stuff
11 that Bob and I had went around in London, I had to buy an extra
12 bag just to be able to fit this stuff into the luggage. So I
13 knew that Bob wanted to do some Christmas shopping, some
14 antique shopping in London so I brought an extra bag with me
15 and I ended up having to buy that middle bag because there were
16 so many books and things that he had purchased. So, the joke
17 was it was the greatest accomplishment because I could fit
18 everything, like, into the bags that I brought and then one
19 extra one, so.

20 MR. SCHOENSTEIN: We will pick up from there after
21 lunch.

22 THE COURT: OK. Members of the jury, it is 12:47. We
23 will take our lunch break now. Please be back here a little
24 bit before 2:00 so we can get started on time. Follow the
25 instructions that I have given you throughout the trial during

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your lunch break.

See you in a bit.

(Continued on next page)

1 (Jury not present)

2 THE COURT: The witness can step down.

3 (Witness steps down)

4 THE COURT: Mr. Schoenstein, how much longer do you
5 expect? For planning purposes.

6 MR. SCHOENSTEIN: I'm going to try to cut at lunch,
7 your Honor. I mean, right now what I am looking at honestly
8 will take the rest of the day but I'm going to try to cut.

9 THE COURT: I assume there is going to be some
10 redirect?

11 MR. HANNAFAN: Yes, your Honor.

12 THE COURT: There may have been some doors that have
13 been opened so how long do you think the redirect is going to
14 be?

15 MR. HANNAFAN: Hard to say until I hear the rest of
16 the afternoon but I would say certainly an hour. I don't know
17 if I would get to two hours, your Honor, but that's my
18 estimate.

19 THE COURT: All right. We will see how things go. If
20 we end up proceeding more quickly than you all have, are now
21 leading me to expect, we may discuss some of the issues having
22 to do with the expert during our mid-afternoon break. If not,
23 what we will do is we will discuss them at the end of our trial
24 day today, and if that means that some of the discussion with
25 respect to the charge has to slip, then it may slip until

NB65rob4

Robinson - Cross

1 tomorrow, but we will cover the expert as I have indicated.

2 (Luncheon recess)

3 (Continued next page)

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AFTERNOON SESSION

2:05 p.m.

(Jury not present)

THE COURT: Let's put the witness on the stand and
bring in the jury.

1 (Jury present)

2 THE COURT: Counsel, you may proceed.

3 BY MR. SCHOENSTEIN:

4 Q. All right. Ms. Robinson, we are almost done with 2018.

5 We were discussing, and I think you agreed as of the
6 end of 2018, you did not have a job offer for any position; is
7 that correct?

8 A. No, I did not have a job offer.

9 MR. SCHOENSTEIN: We're going to play, your Honor,
10 Defense Exhibit 288. The portion at 34:19 to 34:56, which is
11 one of the portions that parties agreed upon the duration for.

12 THE COURT: Okay. That's received. Those portions
13 are received.

14 (Defendant's Exhibit 288 received in evidence)

15 BY MR. SCHOENSTEIN:

16 Q. Here is a portion of a conversation, Ms. Robinson, you had
17 with Mr. Kaplan on April 4.

18 MR. HANNAFAN: Objection, your Honor, as to the
19 representation of the date. I don't think that's been
20 established.

21 THE COURT: That objection is sustained.

22 BY MR. SCHOENSTEIN:

23 Q. Here it is.

24 THE COURT: You can ask the witness.

25

NB66ROB5

Robinson - Cross

1 MR. SCHOENSTEIN: Go ahead and play it.

2 (Audio played)

3 BY MR. SCHOENSTEIN:

4 Q. Ms. Robinson, that was a conversation you had with
5 Mr. Kaplan, a portion of it?

6 A. Yes.

7 Q. And you had that sometime in April before you left Canal?

8 A. I assume so, yes.

9 Q. And you told Mr. Kaplan that you had had a job offer the
10 prior year?

11 A. Yes, I heard myself say that.

12 Q. And that wasn't accurate?

13 A. I was very vague between opportunity and job offer. I
14 wasn't specific.

15 Q. Job offer sounded pretty specific to me. You didn't regard
16 that as --

17 MR. HANNAFAN: If the witness can finish her answer.

18 THE COURT: Overruled.

19 A. I wasn't specific in telling whether I had an opportunity
20 or a job offer. I mean, there are times I referred to it as
21 job offer. I had said that I had another opportunity that I
22 wanted to pursue.

23 BY MR. SCHOENSTEIN:

24 Q. And the other portion in that call, you said that
25 Mr. De Niro had said if you left him in a lurch, he would not

1 give you a recommendation. That was your understanding of
2 Mr. De Niro's position back in October of 2018?

3 A. No, that was --

4 MR. HANNAFAN: Objection.

5 THE COURT: Overruled. You can answer.

6 A. That's December, and as I explained, Bob's idea of a lurch
7 is staying until July, and then August, and then September, and
8 through the following Christmas and then at that time you have
9 two years. So it's not, you know, a reasonable amount of time
10 that you would -- an employer -- that -- they should allow you
11 to leave, like, it's not, the lurch shouldn't be a two-year
12 transition period.

13 BY MR. SCHOENSTEIN:

14 Q. Isn't a two-year transition period exactly what you agreed
15 to?

16 A. It's what I gave him in January, it's what I gave him in
17 2017 to try to work with him with this. But if you're talking
18 about giving him --

19 THE COURT: No, ma'am. You're done with the answer.
20 Next question.

21 MR. SCHOENSTEIN: Let's put up Defendant's 22, please.

22 This is already admitted, your Honor.

23 THE COURT: Okay.

24 BY MR. SCHOENSTEIN:

25 Q. Now, Defendant's 22, if you'll scroll down, that's a text

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Robinson - Cross

1 message from Ms. Chen dated December 6, 2018. And you recall
2 at some point you saw that text message, correct?

3 A. I -- yes.

4 Q. And if you scroll down, you'll see at the bottom, there's a
5 what we call a Bates stamp all the way at the bottom, that
6 Robinson number. You didn't just see this text message, you
7 made yourself and kept a copy of it. Right?

8 A. No, that's not correct.

9 Q. Well, it was produced by you in discovery, so you had it.

10 MR. HANNAFAN: Objection.

11 THE COURT: Overruled.

12 BY MR. SCHOENSTEIN:

13 Q. Right?

14 A. No. This is not a copy that I had.

15 Q. How did you produce it in discovery if you didn't have it?

16 A. I don't know how it was --

17 MR. HANNAFAN: Objection, your Honor.

18 THE COURT: Overruled.

19 A. I'm sorry.

20 I don't know how it was produced in discovery. One of
21 the items that I did return to Canal was the phone that was a
22 backup copy of Bob's phone as of January 25th. And that's the
23 only place that that would have had -- you know, the copy would
24 have been. This is a text message that I saw during the
25 divorce work the weekend of January 15 -- January 25th --

NB66ROB5

Robinson - Cross

1 January 26th, 27th. That was that weekend. It was one of, I
2 think, two texts I had seen while putting in keywords to gather
3 the information for Bob that he requested.

4 BY MR. SCHOENSTEIN:

5 Q. You actually saw it on the date it was sent, December 6,
6 2018, didn't you?

7 A. No, that's absolutely not correct.

8 MR. SCHOENSTEIN: Let's put up Defense Exhibit 152 for
9 the witness. Scroll down, please.

10 Q. Do you recognize to be -- this to be an e-mail you sent to
11 Mr. De Niro on December 7, 2018?

12 A. Yes.

13 MR. SCHOENSTEIN: Move to admit Exhibit 152.

14 THE COURT: Any objection?

15 MR. HANNAFAN: No objection, your Honor.

16 THE COURT: Received.

17 (Defendant's Exhibit 152 received in evidence)

18 BY MR. SCHOENSTEIN:

19 Q. So on December 7th, you e-mailed Mr. De Niro to set up a
20 meeting with you and him and Robin, correct?

21 A. Yes.

22 Q. And then you had that meeting the following week, correct?

23 A. I believe so. Yes.

24 MR. SCHOENSTEIN: Let's put that down, please, and
25 let's put up already admitted Plaintiff's Exhibit 150. Scroll

1 down, please. Okay. Yeah, scroll back up a little bit.

2 Q. You see this e-mail from December 18, 2018?

3 A. Yes.

4 Q. And this e-mail was a follow-up on the in-person meeting
5 you had with Mr. De Niro and Ms. Chambers, correct?

6 A. Yes.

7 Q. And you testified on direct that you were using code so
8 this e-mail wouldn't be retrieved by somebody else?

9 A. Not retrieved, but seen by others because Bob's e-mail
10 wasn't completely private. Other people had access to it.
11 Michael Kaplan specifically handled Bob's password and e-mail
12 for him.

13 Q. And that was something you were thinking about when you
14 sent this e-mail on December 18th?

15 A. Yeah, I mean, of course, I mean, it's hard to e-mail Bob
16 without Michael Kaplan overseeing something and Bob hands his
17 phone and his computer to everybody. So I don't consider his
18 e-mail, you know, a private form of communication with him.

19 Q. Okay. And just scroll down a little bit more.

20 One of the things you spoke about in this e-mail was
21 your continuing objection to your pay in comparison to the pay
22 of Ms. Rosenthal and the pay of the accountants.

23 Do you see that at the bottom of the page?

24 A. I don't think that is correct. I didn't --

25 THE COURT: Your question is do you see that at the

1 bottom of the page.

2 THE WITNESS: I see that at the bottom of the page.

3 BY MR. SCHOENSTEIN:

4 Q. And you were referring to Ms. Rosenthal's salary and you
5 were referring to what the accountants get paid, right?

6 A. I put those into perspective, yes.

7 MR. SCHOENSTEIN: And then scroll up to the top of
8 this exhibit, please, Ms. Cardona. Further up.

9 Q. You had to follow-up again on December 28 on this.

10 A. Yes, I did.

11 Q. Let's take a look at Defense Exhibit 169. Scroll down.

12 And I'll ask, is this an e-mail you sent to Mr. Kaplan
13 on December 23, 2018?

14 A. Yes. I see that.

15 MR. SCHOENSTEIN: Move to admit Exhibit 169,
16 your Honor.

17 MR. HANNAFAN: Objection. Relevance, your Honor.

18 THE COURT: Overruled.

19 (Defendant's Exhibit 169 received in evidence)

20 MR. SCHOENSTEIN: Let's publish to the jury.

21 Q. This e-mail to Mr. Kaplan on December 23, 2018, this is a
22 list of potential Christmas gifts that Mr. De Niro could
23 purchase for you at Christmas that year, right?

24 A. Yeah, yes.

25 Q. So we have book recommendations. Let's keep going.

1 Shampoo and conditioner. Let's keep going. Lancer, Tom Ford,
2 those were all gift ideas you had for yourself that you were
3 forwarding to Mr. Kaplan to forward to Mr. De Niro?

4 A. Yes, Michael Kaplan asked me for a list of little things
5 that Bob could give me.

6 Q. Bob gave you a big thing that Christmas, didn't he?

7 A. He did.

8 Q. He paid for a substantial portion of your holiday trip to
9 Hawaii?

10 A. He did, he paid for eight, I think it was eight nights.

11 Q. And that's how long you were in Hawaii, for eight nights?

12 A. I believe I came back a day early.

13 Q. And by the end of 2018, you had traveled that year to
14 Los Angeles, Madrid, Portland, Barcelona, Hawaii, and London
15 five times; is that correct?

16 A. I don't know off the top of my head, but can I clarify?
17 Are you saying those were personal trips or work trips
18 because --

19 THE COURT: You're just asked -- would you just try to
20 answer the questions?

21 Do you want to try the question again,
22 Mr. Schoenstein.

23 BY MR. SCHOENSTEIN:

24 Q. By the end of 2018, you had traveled that year to
25 Los Angeles, Madrid, Portland, Barcelona, Hawaii and London

1 five times.

2 A. I don't know off the top of my head the total, like where I
3 traveled 2018.

4 Q. Do any of those sound incorrect?

5 MR. HANNAFAN: Objection to form.

6 THE COURT: Overruled.

7 A. No, but I -- again, if I'm not looking at a calendar or
8 something like that, I wouldn't recall it off the top of my
9 head.

10 BY MR. SCHOENSTEIN:

11 Q. When you came back from Hawaii, you wanted to meet with
12 Mr. De Niro to discuss your arrangement going forward, correct?

13 A. Yes.

14 MR. SCHOENSTEIN: Let's put up Defense Exhibit 177.
15 Let's scroll down so the witness can see it, please. And make
16 sure counsel can see it.

17 Q. Is this an e-mail you sent to yourself on January 3, 2019,
18 prior to your meeting with Bob?

19 A. Yes.

20 MR. SCHOENSTEIN: Move to admit Defense Exhibit 177.

21 MR. HANNAFAN: No objection, your Honor.

22 THE COURT: Received.

23 (Defendant's Exhibit 177 received in evidence)

24 BY MR. SCHOENSTEIN:

25 Q. These were concerns of yours that were going through your

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Robinson - Cross

1 mind at 7:06 a.m. on January 3, 2019?

2 A. They were thoughts.

3 Q. And your thoughts included your compensation as compared to
4 certain others. Do you see that?

5 A. To Dan Harvey, yes. And putting in perspective the other
6 two.

7 Q. The other two being Ms. Rosenthal and the accountants?

8 A. Yes.

9 Q. Going through your mind was disrespect by Berdon and
10 Ms. Rosenthal?

11 A. There were two things, yes.

12 Q. Going through your mind was a lack of communication from
13 Bob, Michael Tasch, Tom Harvey, and Stan?

14 A. I mean, that's what it says, but I can't think of Stan or
15 Bob would be lack of communication.

16 Q. Stan was Bob's publicist?

17 A. No, I know who he is. I just can't think of why he was
18 under lack of communication.

19 Q. I know you know who he is, but they don't know who he is.

20 Stan was Bob's publicist. Right?

21 A. Stan Rosenfield was Bob's publicist.

22 Q. And you had some ideas for steps for the future in these
23 items that were going through your mind.

24 A. Yes.

25 Q. And you met with Mr. De Niro, correct?

1 A. Yes.

2 Q. And you agreed to transition out over a period of time
3 taking up to two years, correct?

4 A. Yes.

5 Q. You agreed that during that transition you would transfer
6 responsibilities to other people.

7 A. I don't think that would necessarily be correct. I don't
8 know.

9 Q. I want to read from deposition day two, Page 111, Lines 13
10 to 17.

11 THE COURT: Any objection.

12 MR. HANNAFAN: Let me catch up there, your Honor.

13 THE COURT: Okay.

14 MR. SCHOENSTEIN: I'm going to change that,
15 your Honor. The first day of the deposition, Page 106, Line 21
16 to Page 107, Line 9.

17 THE COURT: Okay, give us both some time.

18 Any objection?

19 MR. HANNAFAN: I don't think it impeaches her prior
20 answer.

21 THE COURT: The objection is overruled.

22 Members of the jury, at the conclusion of the trial,
23 I'll give you some instructions about how to treat testimony
24 that is alleged to impeach ultimately. It will be up to you to
25 decide whether the testimony impeaches or not.

1 Go ahead.

2 BY MR. SCHOENSTEIN:

3 Q. So at your deposition the first day you were asked the
4 following question and gave the following answer:

5 "Q. You had an agreement with Bob that you would work with him
6 for two years, correct?

7 "A. We had a discussion that I -- I wanted to transition out
8 of Canal Productions, and I would make sure that items were
9 handled for him and he was comfortable with whatever needed to
10 be transferred over to somebody else. And that it would take,
11 you know, up to two years. But it was something that he and I
12 would discuss."

13 You gave that answer?

14 A. Yes, I did.

15 Q. And the idea of transferring responsibilities to other
16 people was part of the discussion you had with Mr. De Niro?

17 A. Yeah, it was part of -- yeah, I guess so, it was part of
18 the discussion.

19 Q. Also part of the discussion was raising your salary to
20 \$300,000 a year?

21 A. He agreed to raise my salary.

22 Q. Your counsel has mentioned in opening and other times that
23 the carrot and the stick, do you recall hearing that?

24 A. Yes.

25 Q. \$300,000 is one big carrot, isn't it?

NB66ROB5

Robinson - Cross

1 MR. HANNAFAN: Objection, your Honor.

2 THE COURT: Sustained.

3 BY MR. SCHOENSTEIN:

4 Q. Did anyone else in the Canal office make more than \$100,000
5 a year?

6 MR. HANNAFAN: Objection, relevance.

7 THE COURT: Overruled.

8 A. Possibly Sabrina or Gillian with overtime. Base salary,
9 no. And we're not, in terms of the office, I guess that
10 doesn't include Dan Harvey.

11 BY MR. SCHOENSTEIN:

12 Q. You understood at the time of this agreement that you would
13 have items to finish that involved the townhouse?

14 A. Yes.

15 Q. And just to be clear, in January of 2018, nobody yet knew
16 there was mold in the townhouse, right?

17 A. In January?

18 Q. Yeah.

19 A. No.

20 Q. And nobody knew that in March pictures were going to have
21 to be taken off the wall so that mold remediation could happen,
22 right?

23 A. No.

24 Q. And nobody knew that a fire alarm was going to go off and
25 there was going to be smoke and someone was going to have to go

1 in the apartment. Nobody knew that on January 3rd?

2 A. No.

3 MR. SCHOENSTEIN: Let's put up, please, Defense
4 Exhibit 179. Scroll down, please. Let's take that down. I'm
5 not going to offer that.

6 Let's put up, please, Defense Exhibit 100.

7 Let's scroll down.

8 Q. This is an e-mail on January 16th from Ms. Chen to
9 Michael Kaplan with a copy to Mr. De Niro and a copy to you,
10 correct?

11 A. Yes.

12 MR. SCHOENSTEIN: Move to admit Defense Exhibit 100.

13 MR. HANNAFAN: Objection. Hearsay, your Honor.

14 THE COURT: Is it being offered for the truth,
15 Mr. Schoenstein?

16 MR. SCHOENSTEIN: No. It's being offered as to
17 plaintiff's understanding.

18 THE COURT: Received on that basis.

19 (Defendant's Exhibit 100 received in evidence)

20 BY MR. SCHOENSTEIN:

21 Q. You understood as of January 16, 2019, that the Canal
22 employee dealing with the day-to-day issues of the townhouse
23 was Michael Kaplan, correct?

24 A. No, that was not my understanding.

25 Q. Well, when the dishwasher needed to be fixed, Michael

NB66ROB5

Robinson - Cross

1 Kaplan got involved, right?

2 A. When there was maintenance stuff such as the dishwasher.

3 Q. When there were deliveries, Michael Kaplan would go over
4 there, right?

5 A. Yes, if someone else couldn't be there.

6 Q. And getting a mini office out of the kitchen, that was
7 assigned to Mr. Kaplan, right?

8 A. I don't see that. A mini office?

9 Q. Yeah. Ms. Cardona is highlighting it for you.

10 MR. HANNAFAN: I'm going to object. It sounds like
11 he's reading this for the truth of the matter asserted.

12 THE COURT: It's just coming in for this witness'
13 state of mind, if that's what she understood.

14 A. The mini office in the kitchen was just a printer that was
15 plugged in on the kitchen top. There was no office.

16 BY MR. SCHOENSTEIN:

17 Q. But it was Michael Kaplan's job to get it out, right?

18 A. I guess technology, yes.

19 Q. Scroll down a little more.

20 A. Actually, Michael Kaplan didn't end up doing that. I ended
21 up moving that printer to a place in the living room.

22 Q. Because Michael Kaplan had a heart attack, right?

23 A. I don't know if it was because he had a heart attack. It's
24 just -- there was an area that Bob asked me to set up in the
25 living room on one of the shelves and create sort of a little

1 desk area. So it's something that I handled.

2 Q. Let me ask you this, Ms. Robinson, isn't it true that in
3 January of 2019, everyone expected Michael Kaplan to handle the
4 day-to-day duties at the townhouse and it's only because he had
5 a heart attack that you got sucked into doing more of it?

6 MR. HANNAFAN: Objection. Calls for speculation.

7 THE COURT: Overruled.

8 A. I wouldn't agree that that's correct.

9 BY MR. SCHOENSTEIN:

10 Q. Do you agree that you had to end up attending to some
11 things because of Mr. Kaplan's heart attack that otherwise
12 wouldn't have been on your plate?

13 A. Yes. I can't recall things in the townhouse. I can recall
14 things for other parts of his job that I picked up just to help
15 out when he had a heart attack.

16 Q. Let's turn to February of 2019. Your birthday is on
17 February 10th, correct?

18 A. Yes, it is.

19 Q. And you took a trip to London from February 11th to
20 February 23, 2019; is that correct?

21 A. I think I departed late night on, yeah, the 11th, late
22 night on the 11th.

23 MR. SCHOENSTEIN: Let's put up Defense Exhibit 109 for
24 identification.

25 Q. This is an e-mail you wrote to Amelie de Richemont on

1 February 8, 2019?

2 A. Yes, I see that.

3 MR. SCHOENSTEIN: Move to admit.

4 MR. HANNAFAN: No objection, your Honor.

5 THE COURT: Received.

6 (Defendant's Exhibit 109 received in evidence)

7 BY MR. SCHOENSTEIN:

8 Q. How do you like my French pronunciation? How do you say
9 her name?

10 A. Amelie.

11 Q. Who is she?

12 A. She's a childhood friend I've been friends with since
13 preschool.

14 Q. And to your childhood friend on February 8th you wrote:
15 No, I came a day away from it. I'll explain when I see you.
16 I'm still in exiting mode. It's been so nice to finally feel
17 mentally separated from this job.

18 And that's what you wrote it your childhood friend on
19 February 8, 2019. Right?

20 A. Yes.

21 Q. And then you went to London?

22 A. Yes.

23 MR. SCHOENSTEIN: Let's put up Defense Exhibit 118 for
24 identification.

25 Q. Is this an e-mail you sent to Chris Young on February 16,

1 2019?

2 A. Yes.

3 MR. SCHOENSTEIN: Move to admit Defense 118.

4 THE COURT: Any objection.

5 MR. HANNAFAN: No objection, your Honor.

6 THE COURT: Received.

7 (Defendant's Exhibit 118 received in evidence)

8 BY MR. SCHOENSTEIN:

9 Q. You were letting Mr. Young know you were in London and will
10 be there until the 24th in case he had any plans to come back
11 down and you could meet with him, right?

12 A. Yeah.

13 Q. You were hoping to follow up on your conversation with
14 Mr. Young while you were back in London in February?

15 A. I don't know if it was to follow up on a conversation. He
16 just became, you know, someone who was a friend of my cousin's
17 and he's a really wonderful person, so...

18 Q. You were hoping to follow up on your conversation with him
19 when you went back to London, correct?

20 MR. HANNAFAN: Objection.

21 THE COURT: Overruled.

22 A. I looked forward to catching up. So I guess I'll leave it
23 that way with the e-mail speaking for itself, I'm looking to
24 catch up.

25

NB66ROB5

Robinson - Cross

1 BY MR. SCHOENSTEIN:

2 Q. Well, why don't you leave it as a yes or no, were you
3 hoping to follow up with Mr. Young on your trip to London?

4 A. Oh, I don't know specifically if we met or if I was looking
5 to follow up. I was just looking to catch up with him. I meet
6 him when I'm in London, he's a contact that I have there, the
7 same way I see other people too whether they are in the
8 industry or not.

9 Q. Were there other people in London that you were shopping a
10 treatment and a film idea to in February of 2019 or only
11 Mr. Young?

12 MR. HANNAFAN: Objection.

13 THE COURT: Sustained as to form.

14 BY MR. SCHOENSTEIN:

15 Q. Were there other people in London that you were talking to
16 about a film treatment in February of 2019?

17 A. I wasn't speaking to him. I wasn't -- not about a film
18 treatment. I wasn't shopping my script to him for something
19 that he would purchase -- you know, purchase or produce. It
20 was just an idea that I had and there were other people that I
21 spoke to about the idea as well; journalists, childhood
22 friends, cousin.

23 Q. Let's put up -- hold on.

24 So you were speaking with all of those people, even
25 though you had agreed with Mr. De Niro you'd be working at

NB66ROB5

Robinson - Cross

1 Canal for the next two years?

2 A. Yeah.

3 MR. SCHOENSTEIN: Let's put up Defendant's
4 Exhibit 198.

5 Q. Do you recognize this to be an e-mail from you to Andrea
6 Robinson on January 24, 2019?

7 MR. SCHOENSTEIN: And scroll to the second page so the
8 witness can see that and make sure she recognizes that.

9 A. Yes, I recognize the e-mail.

10 MR. SCHOENSTEIN: Move to admit Defense Exhibit 198.

11 MR. HANNAFAN: Objection, your Honor. It's not
12 relevant.

13 THE COURT: Overruled.

14 (Defendant's Exhibit 198 received in evidence)

15 BY MR. SCHOENSTEIN:

16 Q. So on February 24, 2019, less than two months after
17 agreeing with Mr. De Niro you would stay for two years, you
18 were back working on your résumé, correct?

19 A. That context is not correct.

20 Q. Well, it says: Can you look this over with me and talk.

21 Do you agree with me on that?

22 A. Yes.

23 Q. And the next page is an updated draft résumé. Do you agree
24 with that?

25 A. Yes.

NB66ROB5

Robinson - Cross

1 Q. By the way, it still says your areas of expertise include
2 human resources and corporate policy, and that was on your
3 draft résumé now as of February 2019?

4 A. If you scroll up, you'll see that the résumé is from
5 June 2018. So it was from a year ago. I had never finalized
6 or finished anything, so...

7 Q. So you were breaking out an old draft of a résumé, correct?

8 A. I sent my mother an old draft of my résumé.

9 Q. Now, when you returned from London in February of 2019, you
10 would agree with me that you did not think your job was in
11 jeopardy?

12 A. When I came back in February?

13 Q. Yes.

14 A. I don't recall. I don't recall that in February.

15 Q. You did not think you were going to be fired, would you
16 agree with that?

17 A. No. I don't -- I agree with you, I don't believe I thought
18 I was.

19 Q. And you understood in that same period that Ms. Chen didn't
20 want you in the townhouse anymore?

21 A. I had some understanding of it, yes.

22 Q. And at that point, you hadn't really been in the townhouse
23 except for the smoke day since December?

24 A. That was -- the smoke incident was January and, yes, I had
25 been in the townhouse after that, including the day on

NB66ROB5

Robinson - Cross

1 February 11th I left for London. I met with Bob before I went
2 to the airport.

3 Q. You met with Bob on February 11th and then you weren't in
4 the townhouse the two weeks after that because you were in
5 London?

6 A. Mm-hmm.

7 THE COURT: You have to say yes.

8 A. Oh, yes.

9 BY MR. SCHOENSTEIN:

10 Q. So when was the next time after that that you were
11 physically in the townhouse?

12 A. I can't recall what specific day I came back from London.
13 But it would have most likely been that week.

14 Q. Can you tell us what date, if any, you were physically in
15 the townhouse after the London trip?

16 A. I think, like, the -- there was something -- I can't recall
17 the specific date, but I know that I was in the townhouse.

18 Michael Tasch was in the townhouse, I was in the townhouse with
19 him. I was there with Bob and Tiffany. There were several
20 things going on in February. Yeah.

21 Q. All right. You believed Tiffany Chen was having an adverse
22 impact on Bob, correct?

23 MR. HANNAFAN: Objection. Vague.

24 THE COURT: Overruled.

25 A. I think at times, I mean, there was so much going on at

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Robinson - Cross

1 that time that I sort of searching for, you know, what was
2 happening, what was going on. I mean, it was crazy. So, I
3 mean, at the time, probably I thought that.

4 BY MR. SCHOENSTEIN:

5 Q. And you thought she might be jealous of your relationship
6 with Bob?

7 A. Can you repeat that question?

8 Q. You thought Ms. Chen might be jealous of your relationship
9 with Bob?

10 A. Yes.

11 Q. And you discussed that with Robin Chambers, Michael Kaplan,
12 Michael Tasch, and Tom Harvey?

13 A. Yeah, I think there were discussions with all of them
14 regarding something along the lines of that.

15 Q. You thought Tiffany was psychotic?

16 A. I believe I have used those words.

17 Q. You also said she was a sociopath and drunk with power?

18 A. I believe I have used those words at times. Or a time -- I
19 don't know, I mean, there was a lot going on during that time,
20 so...

21 Q. After you returned from your London trip, that's when the
22 mold issue came up, right?

23 A. I believe it was, like, the -- the end of my trip in London
24 where Bob had e-mailed me about having the place tested or it
25 was right when I got back. It was like the end of February,

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Robinson - Cross

1 so -- during that period of time.

2 MR. SCHOENSTEIN: Let's get the time right. Let's put
3 up Defendant's Exhibit 197.

4 Q. Do you recognize this to be an e-mail exchange you had with
5 Bob on February 23, 2019?

6 A. Yes.

7 MR. SCHOENSTEIN: Move to admit 197.

8 MR. HANNAFAN: No objection.

9 THE COURT: Received.

10 (Defendant's Exhibit 197 received in evidence)

11 BY MR. SCHOENSTEIN:

12 Q. So you write -- so Mr. De Niro wrote: Mold in-house.

13 And you wrote: Where? Do you want me to have someone
14 check it out?

15 Right?

16 A. Yes.

17 Q. And he wrote: Yes, I think we should.

18 And you said: Where have you specifically seen it?

19 A. Yes.

20 Q. So that's -- this is about the time the issue comes up for
21 you, correct?

22 A. Yes, yes.

23 Q. Let's put up exhibit --

24 By the way, you understood at the time that Ms. Chen
25 was having physical affects from what she thought was mold in

1 the townhouse, right?

2 A. Not at the -- when it was just being tested. I think I
3 found out a couple weeks later or -- I can't recall when. It
4 was all -- it's such a -- it's, like, five years at this point.

5 MR. SCHOENSTEIN: Let's put up Defense Exhibit 35.

6 Q. And do you recognize this to be an e-mail exchange with
7 Michael Kaplan, Tom Harvey and others that you had on March 8,
8 2019?

9 A. I do.

10 MR. SCHOENSTEIN: Move to admit Exhibit 35.

11 MR. HANNAFAN: No objection.

12 THE COURT: Received.

13 (Defendant's Exhibit 35 received in evidence)

14 BY MR. SCHOENSTEIN:

15 Q. Let's go to the first in time e-mail. You see an e-mail
16 from Ms. Chen dated March 8, 2019. Do you see that?

17 A. Yes.

18 Q. And she's questioning the progress that's being made on the
19 mold issue?

20 A. Yes.

21 Q. And in the last sentence, she wrote: This is a health
22 issue that has now includes the children. So maybe this now
23 makes it more of a priority than it was before.

24 Do you see that?

25 A. I see that she wrote that.

NB66ROB5

Robinson - Cross

1 Q. And you saw that on March 8, 2019?

2 A. Is that the date of the e-mail?

3 Q. Yes, it is.

4 A. Then, yes.

5 Q. Let's go up to your e-mail.

6 You forwarded that to Mr. Harvey and Michael Tasch,
7 and you wrote: Dear God, please get back with her ASAP. This
8 is targeted at me. When you speak to Bob, you need to include
9 her, otherwise she assumes I'm at fault.

10 So Ms. Chen is raising a health issue involving the
11 children and your concern is that somehow you're targeted?

12 MR. HANNAFAN: Objection.

13 Q. Am I reading that right?

14 A. No, you are not.

15 Q. Well, it was a concern of yours, wasn't it, that this was
16 somehow an attack on you?

17 A. I did feel that I was being targeted considering I had been
18 in touch with both Tom Harvey and Michael Tasch who had been in
19 touch with Bob. The night before I was on the phone with
20 Michael Tasch from 11:30 to 12:00 a.m. about this and having
21 the place retested.

22 That morning, March 8th, Michael Tasch had actually
23 spoken to Tiffany Chen prior to her sending this e-mail of
24 somebody not getting back to her. So Michael Tasch had already
25 been in touch with her and yet she still sent this e-mail.

NB66ROB5

Robinson - Cross

1 MR. SCHOENSTEIN: Move to strike everything after,
2 yes, I believe I was targeted.

3 THE COURT: Sustained. It's stricken.

4 MR. SCHOENSTEIN: Let's pull up Defense Exhibit 34.
5 And let's show the witness and counsel.

6 Q. Do you see an e-mail Ms. Chen wrote to you and then an
7 e-mail you wrote to Robin Chambers on March 8, 2019?

8 A. Yes, I do.

9 MR. SCHOENSTEIN: Move to admit Defense Exhibit 34.

10 MR. HANNAFAN: Objection, your Honor. Relevance.

11 THE COURT: Overruled.

12 (Defendant's Exhibit 34 received in evidence)

13 BY MR. SCHOENSTEIN:

14 Q. You're telling Ms. Chambers on March 8th that Ms. Chen is
15 so rude, that's the words you're using?

16 A. I wrote that, yes.

17 Q. And you wrote that after she requested keys?

18 A. That's not the full context of why I forwarded that onto
19 Robin.

20 Q. I'm just asking you about the e-mail. Her e-mail asked for
21 keys, right?

22 A. Yes.

23 Q. And you forwarded it to Ms. Chambers and said, "She is so
24 rude."

25 A. I wrote that, yes.

NB66ROB5

Robinson - Cross

1 Q. Now, right around this time, March 8th, this is when you
2 started recording phone calls.

3 A. Yes, around this time.

4 Q. So let's play -- you recorded, I think we agreed yesterday,
5 maybe 40 hours' worth of phone calls.

6 A. I don't know the amount of --

7 Q. Here's the question --

8 THE COURT: I don't think it was yesterday because
9 today is Monday.

10 MR. SCHOENSTEIN: It feels like yesterday to me, but I
11 get you.

12 BY MR. SCHOENSTEIN:

13 Q. Let me ask you this question: The time that you were on
14 the phone with people recording phone conversations, is that
15 time included on the time sheets that you have shown us in this
16 litigation, meaning, if you spend an hour secretly recording
17 Ms. Chambers on a phone conversation, did you list that in the
18 report of your hours on the time sheets?

19 MR. HANNAFAN: Objection, relevance.

20 THE COURT: Overruled.

21 A. I would have to go back and double-check. But these calls
22 that were recorded were work calls, such as two hours talking
23 to RTK, the testing company, and what their findings were.
24 Speaking to the remediation company, hours on the phone with
25 them. It's work.

NB66ROB5

Robinson - Cross

1 Q. So you probably did record the time on these calls?

2 A. I'd have to, like, double-check, but considering that they
3 were work calls and they were discussing work and I was
4 probably multitasking, doing e-mails at the same time, I don't
5 see why I wouldn't have.

6 Q. And when those mold e-mails were going around on March 8th,
7 you had a discussion with Michael Tasch about it, right?

8 A. I had many discussions with Michael Tasch and Tom Harvey
9 regarding the situation.

10 MR. SCHOENSTEIN: So let's play Defense Exhibit 279.
11 The portion we agreed on, your Honor, is 0.04 to 2.35.

12 THE COURT: Those portions are received in evidence.

13 (Defendant's Exhibit 279 received in evidence)

14 (Audio played)

15 BY MR. SCHOENSTEIN:

16 Q. I have a couple questions about that. That's a call you
17 had with Michael Tasch around the time of the mold issue?

18 A. Yes, I believe that was 11:30 at night.

19 Q. And Miriam. Who is Miriam?

20 A. Miriam was Bob's lovely elderly landlord.

21 Q. And I understand from that call that as of March of 2019,
22 you had been avoiding putting Tiffany in touch and direct touch
23 with the landlord?

24 A. I had not been -- well, yes, I had not been asked by Bob to
25 connect the two of them.

NB66ROB5

Robinson - Cross

1 Q. That's not what you said in the phone call, you didn't say
2 you were doing it because you hadn't been asked by Bob. You
3 said you were avoiding it because you had a good relationship
4 with Miriam, right?

5 MR. HANNAFAN: Objection. Argumentative.

6 THE COURT: Overruled.

7 A. I said that in the phone call, but I had not been asked --
8 Tiffany was still somebody that Bob was sort of hiding his
9 relationship from. So the landlord was not in touch with
10 Tiffany until I think after I departed Canal.

11 BY MR. SCHOENSTEIN:

12 Q. Didn't you think it was a good idea if you wanted out of
13 the townhouse to put the landlady in touch with the occupant?

14 A. I mean -- yes, I would have liked to put them in touch with
15 Bob or a house manager or, you know, not be the emergency
16 contact for the ADT. But this is how Bob set it up.

17 Q. So you're telling me Bob gave you a directive not to put
18 the landlady in touch with Tiffany Chen?

19 MR. HANNAFAN: Objection.

20 THE COURT: No, overruled.

21 A. He didn't give me a directive to put her in touch with the
22 landlord. He had me being the middleman, facilitating their
23 needs with the landlord.

24 BY MR. SCHOENSTEIN:

25 Q. Okay. You say at the beginning of this phone call, she has

NB66ROB5

Robinson - Cross

1 Munchausen's. That's a reference to Tiffany Chen, correct?

2 A. Yes.

3 Q. And after you heard that Tiffany Chen was having physical
4 health issues because of the mold, you told the head accountant
5 for Canal that she has Munchausen's?

6 A. I parroted a word that had been used by Tom Harvey.

7 Q. You used that word in the phone call, correct?

8 A. I used that word in the phone call.

9 Q. And Munchausen's, you understand, is an illness where
10 somebody makes up, basically creates their own sickness, right?

11 A. I'm not a psychiatrist, so I don't know the full
12 definition. But, again, this is something -- a term that in
13 conversation with Tom Harvey, Tom Harvey thought she had
14 Munchausen's.

15 Q. And you were parroting Tom Harvey when you said Tiffany was
16 nuts, she was a psycho, she was a sociopath, those were all
17 things you were just parroting?

18 MR. HANNAFAN: Objection.

19 THE COURT: No, overruled.

20 A. I don't think I was parroting all of it. But I did feel
21 that she didn't care about what was right or wrong. And I
22 think that she did things regardless of people's feelings or,
23 you know, what the right thing to do was.

24 BY MR. SCHOENSTEIN:

25 Q. Wasn't the right thing to do to get mold out of the house

1 that she was living in with Bob and some of his children?

2 A. That was in process during this time.

3 MR. SCHOENSTEIN: All right. We're going to play,
4 now, your Honor, Defense Exhibit 282 from the beginning until
5 9.19, which I believe is the length that counsel had agreed
6 upon for this particular clip.

7 THE COURT: Okay. It's received.

8 (Defendant's Exhibit 282 received in evidence)

9 (Audio played)

10 BY MR. SCHOENSTEIN:

11 Q. Just to identify, that's Robin Chambers you're talking to
12 on this call, right?

13 A. Yes.

14 Q. And this is from sometime in March?

15 A. Yes. I -- until I listen more, I don't know.

16 Q. Let's play the rest.

17 (Audio played)

18 (Continued on next page)

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1 BY MR. SCHOENSTEIN: (Continuing)

2 Q. Let me ask you some questions about that segment. You
3 heard you and Ms. Chambers strategizing on how you could get a
4 few days off by misleading Mr. De Niro?

5 MR. HANNAFAN: Objection.

6 THE COURT: Overruled.

7 A. There was conversation but I don't know if I would call it
8 strategizing.

9 Q. You and Ms. Chambers were talking about the script you
10 would use to discuss the matter with Mr. De Niro, correct?

11 A. Yeah, we were talking. I mean, we talked about a lot of
12 different scenarios.

13 Q. And one of the scenarios was that you would go away for a
14 few days and your hope was he would be upset to be left alone
15 with Tiffany Chen. You thought that would be in your
16 advantage?

17 A. I mean, I don't know if I, you know, there was discussion
18 of that.

19 Q. There was discussion of your hope that Tiffany Chen would
20 kick up the drama; right?

21 A. I mean, I figured that she probably would.

22 Q. And there was discussion about how you can be like a
23 volcano. Do you recall hearing that?

24 A. Yes. I was exhausted having a mental breakdown, I wasn't
25 sleeping, wasn't eating, wasn't taking care of myself, and I

NB65rob6

Robinson - Cross

1 was desperate for some personal time.

2 Q. And all of that exhaustion and lack of sleep and lack of
3 eating was going on in March of 2019 before you were taken off
4 the townhouse project and before you left Canal, correct?

5 A. It had started prior to -- prior to being taken off the
6 townhouse, it was -- yeah.

7 Q. And you were having health issues, too, with your back,
8 correct?

9 A. Yes, due to the townhouse and the heavy lifting from the
10 townhouse.

11 Q. But on March 20th, 2019, you took off on another trip;
12 right?

13 A. I'm sorry. Can you repeat that date?

14 Q. March 20, 2019, you got on an airplane and headed back out.

15 A. I went to New Mexico for a scouting trip for Bob's film
16 "The Comeback Trail."

17 MR. SCHOENSTEIN: I want to put up, please,
18 Defendant's Exhibit 214.

19 Q. Do you recognize this to be a March 22, 2019 e-mail you
20 wrote to Bob?

21 A. Yes.

22 MR. SCHOENSTEIN: Move to admit Defendant's Exhibit
23 214.

24 MR. HANNAFAN: No objection, your Honor.

25 THE COURT: Received.

1 (Defendant's Exhibit 214 received in evidence)

2 BY MR. SCHOENSTEIN:

3 Q. You wrote on that day to Mr. De Niro: I saw the TV
4 information e-mail. We really need to have someone other than
5 Kap handling the apartment. This really is not running
6 smoothly with other items having fallen through the cracks.

7 A. I see that.

8 Q. And you wrote that because, as of March 22nd, 2019, Michael
9 Kaplan was doing the majority of the work on the apartment?

10 A. That's not correct and that's not what the e-mail is
11 referring to.

12 MR. HANNAFAN: Objection.

13 THE COURT: The objection is overruled.

14 MR. SCHOENSTEIN: Let's go to March 27, 2019, and
15 let's put up Defendant's Exhibit 21.

16 THE COURT: 221?

17 MR. SCHOENSTEIN: 221, your Honor; thank you.

18 Q. Do you recognize this as an e-mail exchange you had with
19 Mr. De Niro on March 27, 2019?

20 A. Yes.

21 MR. SCHOENSTEIN: And actually, if you scroll down,
22 this chain begins with Ms. Chen e-mailing you -- go all the way
23 down, please, Ms. Cardona.

24 Q. Ms. Chen e-mails you at 11:14 a.m. to check in on the
25 removal of the paintings, right?

NB65rob6

Robinson - Cross

1 A. What's the title of the e-mail? Is it painting or
2 paintings?

3 Q. Painting removal.

4 A. Painting removal. Yes.

5 Q. You were confused as to whether her e-mail was talking
6 about taking paint off the wall or taking paintings down?

7 A. Yes. Jerry Scavone was going to chip away some paint and
8 repaint part of -- portions of the townhouse where it was
9 cracking just because it was a really old townhouse.

10 Q. Go back up, please, to the e-mail on the first page from
11 Tiffany Chen to Ms. Robinson, and in this e-mail at 11:39 a.m.
12 Ms. Chen was e-mailing you copying Mr. Kaplan and Mr. De Niro,
13 right?

14 A. Yes.

15 Q. And you did not respond to Ms. Chen by e-mail?

16 A. For this e-mail?

17 Q. Yes.

18 A. Yes, I did.

19 MR. SCHOENSTEIN: Well, let's go up above. Oh, I'm
20 sorry, your Honor, I offer 221 into evidence.

21 THE COURT: Any objection?

22 MR. HANNAFAN: No objection, your Honor.

23 THE COURT: Received.

24 (Defendant's Exhibit 221 received in evidence)

25 BY MR. SCHOENSTEIN:

NB65rob6

Robinson - Cross

1 Q. The whole time the jury hasn't been looking at that but
2 let's keep it on this e-mail for now. This e-mail was Ms. Chen
3 writing to you at 11:39 a.m., correct?

4 A. Yes.

5 Q. And you see she says in the third line: It is sometimes
6 hard to fully understand your hierarchy of responsibilities of
7 who does what for who and when.

8 Right?

9 A. Yes.

10 Q. And as a matter of fact, on March 27, 2019, you had
11 concerns about just what were your responsibilities and what
12 weren't?

13 A. There were concerns of mine considering Bob and I had sat
14 down on January 3rd to confirm what my responsibilities would
15 be going forward, and in the end I find myself back in the
16 exact same place having -- as if that conversation that I had
17 with Bob never existed.

18 Q. Scroll up to the top e-mail, please.

19 So you wrote to Mr. De Niro later in the morning and
20 you said: Hi. I'm going to ignore most of this e-mail as I've
21 been has helpful as possible but I need to get to the job that
22 you and I discussed at length over the holidays. I hope you
23 are good with this.

24 Right?

25 A. Yes.

NB65rob6

Robinson - Cross

1 Q. And that meant, as of March 27, 2019, you had expected to
2 be totally off the townhouse project?

3 MR. HANNAFAN: Objection; form.

4 THE COURT: Overruled.

5 A. No, that's not correct. There were three items and at this
6 time I think there was still one item left, doors that Bob had
7 being made that were not going to be done until, like,
8 mid-April.

9 Q. And other than the doors you had hoped by this point in
10 time to be totally off the townhouse project?

11 A. Again, I don't know specifically when the other two items
12 were delivered or if they had been delivered, but I kept being
13 pulled back in by Bob or by Tiffany to work on items in the
14 townhouse, so.

15 Q. Other than the items, the specific items you referred to,
16 by this time you had hoped to be totally off the townhouse
17 project; correct?

18 A. I mean, I don't know if I would be totally off the
19 townhouse project at this time since the items, I don't think,
20 were necessarily ready yet, so at this time there was still
21 pending items that Bob and I had agreed to when it came to what
22 he needed to do with the townhouse.

23 THE COURT: Ms. Robinson, can you simply try to answer
24 the question?

25 Q. As of March 27, 2019, you would have liked to be as far

NB65rob6

Robinson - Cross

1 away from that townhouse as you could have gotten, correct?

2 MR. HANNAFAN: Objection; form.

3 THE COURT: Objection is overruled.

4 A. Yes.

5 Q. And you would have really liked not to be dealing anymore
6 with Tiffany Chen?

7 A. With the townhouse and being in between the two of them,
8 that would be correct.

9 Q. And it would also be correct that you would have been happy
10 not to be dealing at all with Tiffany Chen?

11 A. I think specifically the townhouse and being involved
12 between the two of them in that I don't think that -- I figured
13 that there would be themes I would have to be in touch with her
14 and, you know.

15 Q. You would hope that would be as little as possible. Would
16 you agree with that?

17 A. I don't know. I mean, I don't think that that is something
18 that I thought. I was in the middle of this townhouse stuff.

19 MR. SCHOENSTEIN: Let's put up Defendant's Exhibit 21.
20 This one has previously been admitted, your Honor.

21 THE COURT: OK.

22 Q. Now, this is another e-mail chain from March 27th and I
23 want to start with Ms. Chen's at 12:08, and I want to look at
24 the second two paragraphs. She wrote: It's becoming
25 increasingly difficult to understand what do or don't know what

NB65rob6

Robinson - Cross

1 you will do versus what you don't do. Maybe you should make a
2 new guide for both Bob and myself. This way, he and I know
3 what you have determined your responsibilities to be.

4 Did you see those statements when they were emailed to
5 you on the 27th?

6 A. I did.

7 Q. Did you ever make the guide Ms. Chen suggested?

8 A. On my -- regarding my responsibilities? No. She's not my
9 employer.

10 Q. Right. You agree that Tiffany Chen, at no time, was your
11 employer; correct?

12 A. Bob was my employer, she was somebody who managed me
13 regarding the townhouse, as Bob had asked.

14 Q. And other than with respect to the townhouse, Ms. Chen did
15 not supervise or manage your work in any form?

16 MR. HANNAFAN: Objection.

17 THE COURT: Overruled.

18 A. There were items -- I'm sorry. Could you repeat your
19 question?

20 Q. Other than the townhouse, Ms. Chen did not supervise or
21 manage your work?

22 A. There were items that were outside the townhouse that she
23 managed the work.

24 Q. Let's take a look at your further response above.

25 A. Is this a -- OK.

NB65rob6

Robinson - Cross

1 MR. SCHOENSTEIN: Scroll down?

2 Q. Now, again you forwarded the e-mail, you didn't respond
3 directly to Ms. Chen but you sent the e-mail to Mr. De Niro
4 with some comments. Do you see that?

5 A. I do.

6 Q. And you wrote: It has been pretty obvious for a while that
7 there is an issue with me working for you. And I have tried
8 really hard, without bothering you, to get out of the middle
9 and out of your home and get back to my job. It's not working.

10 Now, "out of the middle" meant out of in between Bob
11 and Tiffany; right?

12 A. Out of the middle of their relationship. I was being
13 targeted by Tiffany by being in the middle of it and it was
14 incredibly -- and -- it was just an uncomfortable position to
15 be in.

16 Q. I'm sorry. I didn't see the word "targeting" in this
17 e-mail. Do you see the word "targeting" in this e-mail?

18 A. No. I was describing what the middle meant.

19 Q. I'm talking about the e-mail. Do you see the word
20 "discrimination" in the e-mail?

21 A. No.

22 Q. And you wanted to get out of your home, meaning out of the
23 townhouse. That's what you wanted on March 27th?

24 A. Out of their home.

25 Q. And then you wrote: When you can, let's talk. It's not a

1 heart attack conversation; right?

2 A. Yes.

3 Q. And yesterday you explained that "not a heart attack
4 conversation" was your code for saying to Mr. De Niro something
5 as not too serious?

6 A. Yes. It is a way to sort of get him to sit down because he
7 always ran away from these types of conversations refusing to
8 meet and it's just saying, look, let's have a talk.

9 Q. So you were assuring, by containing that language in this
10 e-mail, you were assuring Mr. De Niro that the issue wasn't too
11 serious, it was just something you wanted to talk about?

12 MR. HANNAFAN: Objection.

13 THE COURT: Overruled.

14 A. I don't know if I would put it that way. It's trying to
15 get him to sit down. He is very difficult to get him to sit
16 down when issues do come up and this is my attempt at trying to
17 communicate with him to sit down and talk.

18 Q. You understood, on March 27, 2019, that Mr. Tasch had been
19 taken off the townhouse project, right?

20 A. He had not been taken off the townhouse project -- sorry.
21 That is not my understanding.

22 MR. SCHOENSTEIN: We are going to play, your Honor,
23 Defendant's Exhibit 283, we are going to start with the portion
24 from 5.0 to 8.31. That's a portion I think counsel ended up
25 agreeing on.

1 THE COURT: That is received.

2 (Defendant's Exhibit 283 received in evidence)

3 (Audiofile played)

4 Q. That was you talking to Mr. Kaplan and Ms. Chambers on or
5 about March 27th?

6 MR. HANNAFAN: Again, object to the representations of
7 the timing.

8 THE COURT: Overruled.

9 A. I don't know the specific date but it sounds like it's
10 around that time.

11 Q. And your understanding at the time was that Mr. Tasch was
12 out?

13 A. It was briefly discussed that day, yes. But that --

14 MR. SCHOENSTEIN: Let's take a look at Defendant's
15 Exhibit 227.

16 THE COURT: This will be our last exhibit before our
17 mid-afternoon break.

18 MR. SCHOENSTEIN: For the witness to identify -- no
19 Defendant's Exhibit 227, that will include all the numbers.

20 Q. Do you recognize this e-mail you sent to Chris Young on
21 March 31, 2019?

22 A. Yes.

23 MR. SCHOENSTEIN: Move to admit Exhibit 227.

24 MR. HANNAFAN: Objection; relevance, your Honor.

25 THE COURT: Overruled.

1 (Defendant's Exhibit 227 received in evidence)

2 BY MR. SCHOENSTEIN:

3 Q. As of March 31, 2019, you were planning to go to London in
4 the next couple of weeks and you were trying to arrange a
5 dinner with Chris Young; correct?

6 A. Yes. I had -- because it came back early in February I had
7 dates that I was going over to London in April and it looks
8 like I was scheduling something with just catching up with him.

9 Q. And at some point after this e-mail Mr. De Niro told you it
10 wasn't a good time for you to go to London; right?

11 A. We had a discussion. I said that if he needed me to stay I
12 of course would change my plans and stay. And I ended up
13 cancelling the trip.

14 Q. One of the things Mr. De Niro was concerned about was the
15 Tribeca Film Festival happening in April?

16 A. That is not --

17 MR. HANNAFAN: Objection.

18 THE COURT: Overruled.

19 A. That is not something that we discussed in that
20 conversation at all.

21 Q. But you understood he was concerned about the Tribeca Film
22 Festival?

23 A. No. Bob, himself, had approved the dates in April that I
24 would be away so that wasn't a concern of his, that I'm aware
25 of.

1 Q. But you ended up cancelling the trip, right?

2 A. I did.

3 Q. And you were upset about that, weren't you?

4 A. I mean, I know I have cancelled many, many trips throughout
5 my time at Canal. I have moved dates, I have changed things.

6 It is just sort of the nature of the job.

7 Q. Nature of the job or not, you were upset about it, right?

8 MR. HANNAFAN: Objection; asked and answered.

9 THE COURT: No, it wasn't. Overruled.

10 A. I don't recall. All I recall is that I was looking to get
11 a sliver of personal time and some sleep.

12 Q. And a meeting with Chris Young?

13 A. Not meeting with Chris Young.

14 MR. SCHOENSTEIN: Your Honor, shall we take our break?

15 THE COURT: Members of the jury, we will take about a
16 15-minute break now. Enjoy the break, don't talk amongst
17 yourselves or anybody else. Don't do any research.

18 (Continued on next page)

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1 (Jury not present)

2 THE COURT: See you back here in about 10-minutes --
3 the witness is saying something.

4 What do you want?

5 THE WITNESS: I am partially deaf in my right ear so,
6 I'm sorry, sometimes I don't hear when you say something.

7 THE COURT: See you back here in 10 minutes.

8 (Recess)

9 THE COURT: Let's put the witness back on the stand
10 and bring in the jury.

11 (Witness resumes the stand)

12 (Continued on next page)

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NB65rob6

Robinson - Cross

1 (Jury present)

2 THE COURT: You may proceed.

3 BY MR. SCHOENSTEIN:

4 Q. April 2019, at the beginning of the month, Mr. De Niro
5 asked to talk to you, correct?

6 A. I'm sorry. Can you repeat that question? April?

7 Q. At the beginning of April 2019, Mr. De Niro asked to speak
8 with you?

9 A. With me?

10 Q. Yes.

11 A. I believe we had several conversations.

12 Q. We heard a phone call the other day, you were here, where
13 he was asking to talk to you?

14 A. Yes. I think so.

15 MR. SCHOENSTEIN: Let's put up Defendant's Exhibit 18,
16 please.

17 Q. This is an e-mail exchange you had with Mr. De Niro on
18 April 2, 2019; correct?

19 A. Yes.

20 MR. SCHOENSTEIN: Move to admit defense 18, your
21 Honor.

22 MR. HANNAFAN: No objection.

23 THE COURT: Received.

24 (Defendant's Exhibit 18 received in evidence)

25 BY MR. SCHOENSTEIN:

NB65rob6

Robinson - Cross

1 Q. Before I ask you about this, I am correct that you don't
2 have a single recording of a telephone call with Tiffany Chen,
3 right?

4 A. I don't know.

5 Q. You are not aware of one?

6 A. I don't know. Like, I don't remember all the recordings.

7 Q. You are not aware of one?

8 A. No. I can't recall one at this moment.

9 Q. And as a general matter, she didn't call you very much?

10 A. We spoke on the phone. Mostly e-mail or text.

11 Q. Now let's look at this e-mail that you wrote to
12 Mr. De Niro, at the bottom, on April 2, 2019 at 1:29 p.m. The
13 first paragraph says: I was planning on sending this to you in
14 the next few days but since we are meeting, and I have a
15 feeling this is what you might want to talk to me about, I
16 thought I would send it. I hope I'm wrong, but just in case.

17 So you wrote this e-mail in anticipation of the
18 meeting you were going to have with Mr. De Niro, right?

19 A. Yes.

20 Q. In the third paragraph you wrote: I'm worried that my
21 presence in the house, amongst other things, is not working for
22 Tiffany, and therefore you, and I felt this way since
23 September/November.

24 Do you see that?

25 A. Yes.

NB65rob6

Robinson - Cross

1 Q. And then in the next paragraph you made a proposal of an
2 idea that you came up with.

3 Let's highlight that paragraph, please.

4 Do you see that?

5 A. I see that paragraph.

6 Q. And you wrote: So I came up with this idea and I hope we
7 can discuss it if you think it has merit. It reminds me of how
8 we dealt with the friction between Grace and me years ago, it
9 is out of sight, out of mind. As you know from our
10 conversation in January, I planned on being based outside New
11 York after I finished, fulfilled our commitments, but I believe
12 this could be the solution and would work for everyone
13 involved. What do you think? Can we discuss?

14 Do you see that?

15 A. Yes.

16 Q. And in the next paragraph you wrote: You know how much I
17 love this job, and even when I was based away from New York I
18 was always there if you needed me. I want to go back to that
19 arrangement.

20 Do you see that?

21 A. Yes.

22 Q. And you were telling Mr. De Niro the truth when you said
23 you know how much I love this job?

24 A. Yes. When my job is on track, I loved my job. There was
25 an issue and I wanted to discuss with him.

NB65rob6

Robinson - Cross

1 Q. And the idea you had on April 2nd was that you would
2 relocate to London, right?

3 A. It wasn't specifically London, it was just being based
4 outside of New York. It was something that Bob and I had
5 discussed years ago and it is one of the reasons why I spent
6 time in Los Angeles early on and why I spent time in Spain, is
7 to be out of sight out of mind which sort of took off -- it
8 helped between the friction between Grace and I years ago.

9 Q. And you thought that might help the situation you
10 encountered at the beginning of April?

11 A. I had spoken to Robin about this and, yes, we -- I thought
12 that this might be an idea to sort of help.

13 Q. And your idea was you would move out of New York and I
14 assume you would completely move off the townhouse. That was
15 part of your idea?

16 A. I don't think I was specifically thinking about the job, I
17 was sort of thinking more of having a conversation and trying
18 to come up with a solution instead of just providing more
19 problems, providing --

20 Q. But if the solution had been to move you outside of New
21 York, that would have meant you weren't in the townhouse
22 anymore, right?

23 A. I mean, there were three things left -- or two things left
24 at this point, I can't recall exactly when everything was
25 finished, but I mean I was -- I wouldn't, I guess, be in the

1 townhouse, there was other stuff that I am sure that I would
2 have worked with.

3 Q. Now you didn't, in this e-mail, say you were being
4 discriminated against; correct?

5 MR. HANNAFAN: Objection; form.

6 THE COURT: Overruled.

7 A. I didn't use those specific words. What I tried to do is
8 tried to relate it without being threatening and loading a gun
9 and having it pointed at me by saying what happened with Robin
10 and Grace, which is something that, you know, Bob understood.

11 Q. You weren't submitting a formal complaint of discrimination
12 of the kind we saw outlined in the company's harassment policy;
13 right?

14 A. No. I did not -- I was really concerned about --

15 Q. You weren't asking the company or Mr. De Niro to
16 investigate anything in this e-mail, were you?

17 A. In this I was reaching out to Bob and cited what happened
18 with Robin and Grace.

19 Q. But you weren't asking him or Canal to investigate
20 anything, were you?

21 A. In this e-mail? No.

22 Q. And essentially what you are saying is you would like a
23 transfer outside of New York?

24 MR. HANNAFAN: Objection.

25 THE COURT: Overruled.

NB65rob6

Robinson - Cross

1 A. I'm saying this is an idea. You know, if it has merit,
2 let's discuss it. But there is an issue and we need to discuss
3 it so this is one solution but, you know, let's talk.

4 Q. And the next day you sat down and talked with Mr. De Niro,
5 right?

6 A. What day was this? Can you scroll up? Sorry, I just --

7 Q. This is on -- scroll all the way to the top.

8 A. Tuesday, April 2nd.

9 Q. You spoke with him on Wednesday, April 3rd?

10 A. Yes.

11 Q. And when you spoke to him on April 3rd, he told you he was
12 putting Lulu White on the townhouse?

13 A. That was the conversation on the Thursday, the last
14 conversation I had with him in person. On Wednesday we sort of
15 said that we would discuss and that he wanted me to sit down
16 and meet with him and Tiffany and we were going to set up that
17 meeting for the next, like, couple of days.

18 Q. And then on Thursday you sat down in person with him again
19 and he told you he was putting Lulu on the townhouse?

20 MR. HANNAFAN: Objection; hearsay.

21 THE COURT: Overruled.

22 A. He said he was putting Lulu in touch with Tiffany and she
23 was going to work with Tiffany on the townhouse. He was
24 berating me, the assistants outside could hear him screaming at
25 me.

1 MR. SCHOENSTEIN: Objection. Move to strike what
2 assistants could hear.

3 THE COURT: Motion is granted.

4 Ma'am, can you hear me?

5 THE WITNESS: Yes.

6 THE COURT: Answer the questions.

7 MR. SCHOENSTEIN: Your Honor, we are going play a
8 couple clips from Defendant's Exhibit 288, I believe these are
9 the -- the first one is going to be 4.48 to 6.40.

10 THE COURT: That's received.

11 (Defendant's Exhibit 288 received in evidence)

12 Q. So you were aware by April 4 that Lulu was being reassigned
13 to the townhouse?

14 A. I was told that she was going to work with Tiffany on the
15 townhouse, yes.

16 Q. And your plan at the time was to tell Lulu she ought to
17 quit and get a new job; right?

18 A. I think there was some discussion between Kap and I
19 regarding that. There was no role concerned but it is also not
20 the job she was hired for.

21 Q. Your plan at the time was to tell Lulu to quit and get a
22 new job, right?

23 A. There might have been some discussion on that.

24 Q. Forget about what the discussion was, I didn't ask you
25 about the discussion, I asked you about your plan. Your plan,

NB65rob6

Robinson - Cross

1 at the time, was to tell Lulu to quit?

2 A. I don't know. I never discussed with Lulu to quit, so.

3 MR. SCHOENSTEIN: We are going to play the second clip
4 from 288, your Honor, this one is 8.02 to 8.32.

5 THE COURT: OK.

6 (Audiofile played)

7 Q. And that was you and Mr. Kaplan talking about telling Lulu
8 White how you might help her find another job; right?

9 A. Yes.

10 Q. Without having -- if you no longer have duties on the
11 townhouse you no longer needed an assistant for yourself;
12 correct?

13 A. That's not correct.

14 MR. SCHOENSTEIN: Let's turn, please, to Defendant's
15 Exhibit 23.

16 Q. Do you see before you an e-mail you wrote to Mr. De Niro on
17 April 4 at 2:13 p.m.?

18 A. Yes.

19 MR. SCHOENSTEIN: Move to admit Exhibit 23.

20 MR. HANNAFAN: No objection.

21 THE COURT: Received.

22 (Defendant's Exhibit 23 received in evidence)

23 BY MR. SCHOENSTEIN:

24 Q. You wrote a subject heading: Please read. Right?

25 A. Yes.

NB65rob6

Robinson - Cross

1 Q. And these were some more comments you were making to
2 Mr. De Niro on the situation that was emerging, right?

3 A. Yes. This is an e-mail that I sent Bob.

4 Q. And first paragraph, the last line you say: You suggested
5 that you, Tiffany and I were going to sit down and discuss the
6 issues today or Friday. Are we still having that meeting?

7 Do you see that?

8 A. Yes.

9 Q. And there had been talk about having an in-person meeting
10 with Bob and Tiffany.

11 A. Yes.

12 Q. In the next paragraph it says: Of course, I won't go to
13 London if you need me. I have always come first but I need to
14 sit down with you and we need to discuss the going forward
15 expectations for me and my position.

16 Do you see that?

17 A. Yes, but instead of "I" it is "you" have always come first.

18 Q. And what you are referring to there is this trip to London
19 in April that you had cancelled?

20 A. That's the London trip that -- in April, yes.

21 Q. In the next paragraph you wrote: Under the circumstances,
22 the current responsibilities of my position are unclear.

23 Do you see that?

24 A. Yes.

25 Q. That's exactly what Ms. Chen had said to you, that your

NB65rob6

Robinson - Cross

1 responsibilities were unclear.

2 A. They were unclear because they were no longer what -- the
3 position that Bob and I had discussed in January.

4 Q. And you wanted clarity, right?

5 A. I wanted to discuss -- I wanted to talk to Bob.

6 Q. And then you wrote: Although I thought we had clarified
7 them in January, as you will recall in January you increased my
8 salary and we altered the duties of my position effective for
9 the next two years. I turned down another position in reliance
10 upon our understanding.

11 Do you see that?

12 A. Yes, I do.

13 (Continued on next page)

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1 BY MR. SCHOENSTEIN:

2 Q. The statement that you turned down another position was a
3 lie?

4 A. I interchanged "position" and "opportunity." I don't see
5 it as a lie. It's just, I wasn't specific on the opportunity.
6 Again, I just didn't want to discuss it with my employer.

7 Q. Well, Ms. Robinson, you didn't turn down anything, did you?

8 A. I turned down an opportunity that I was ready to move
9 forward with.

10 Q. You stopped working on something you had been working on,
11 is that what you mean by, I turned town another position?

12 A. I turned down another opportunity. Again, as I said, I
13 have used "opportunity" at times; I've used "position" at
14 times. There was just something that I was moving into that I
15 wanted to do.

16 Q. And you used "position" in this e-mail to try to embellish
17 it to try to make Mr. De Niro feel bad. That's why you said
18 you turned down another position?

19 MR. HANNAFAN: Objection.

20 THE COURT: Overruled.

21 A. I don't know if opportunity -- I don't know if "I turned
22 down another opportunity" or "I turned down opportunity" -- I
23 read it the same way.

24 Q. In the next paragraph, you say: In the context of recent
25 unfounded and untrue accusations, including pots and pans and

NB66ROB7

Robinson - Cross

1 missing aircraft catering, the situation is confusing to say
2 the least. If you desire to realign my position again based on
3 current circumstances, we should speak. When you want to talk,
4 I'm here.

5 Do you see that?

6 A. Yes.

7 Q. You were looking to have some clarity about your
8 responsibilities and to have a discussion with Mr. De Niro
9 about that?

10 A. About that, and a host of other things.

11 Q. And as you wrote this e-mail, you knew already that
12 Lulu White had been assigned to work on the townhouse with
13 Ms. Chen?

14 A. I don't know. This is at what time?

15 Q. 2:13 p.m. on April 4.

16 A. I don't know if it came before or was after. I don't know
17 what time I was in the office.

18 Q. It was sometime that day?

19 A. It was sometime -- if that was -- can you go back up for a
20 second? Sorry. I just want to see the day. Thursday. It
21 would be sometime that day. I don't know if I had met first
22 with him or just -- I sent this e-mail before. I think I sent
23 this e-mail before.

24 MR. SCHOENSTEIN: Your Honor, we're going to play a
25 few clips from Defense Exhibit 314.

1 THE COURT: Okay.

2 MR. SCHOENSTEIN: The first one we're going to play
3 for the record is .53 to 3.0.

4 THE COURT: Okay. Those are received.

5 (Defendant's Exhibit 314 received in evidence)

6 (Audio played)

7 BY MR. SCHOENSTEIN:

8 Q. Okay. Do you recognize that as a call you had with
9 Ms. Chambers on April 5, the day before you resigned?

10 A. I don't know what day.

11 MR. HANNAFAN: Again --

12 THE COURT: Overruled.

13 A. I don't know what day specifically that is.

14 Q. Prior -- it is prior to your resignation? Can you tell
15 that from context?

16 A. Yes.

17 Q. You mentioned the mold and the paint being all Kap's fault.
18 Did you regard the mold situation as being Michael Kaplan's
19 fault?

20 A. What led to the testing was something that Kap was supposed
21 to -- he was supposed to fix this, like, area where there was a
22 leak, and he never did. And so that's kind of what started the
23 possibility of that there might be mold.

24 Q. You mentioned there were very few things left to be done on
25 the townhouse. That was the state of the -- the state of

NB66ROB7

Robinson - Cross

1 things at the beginning of April 2019. Right?

2 A. At that moment, yes.

3 Q. And you mentioned Rachel. Who is Rachel?

4 A. Rachel Humphreys was somebody that was hired to help with
5 the interior design when Bob decided he wanted to go to places
6 like the D&D where you needed to have a designer.

7 Q. You recommended Ms. Humphreys?

8 A. I did.

9 Q. She's a friend of yours?

10 A. She is one of my best friend's wives.

11 Q. And you brought her in to be the interior designer on the
12 townhouse?

13 A. I brought her in in the beginning to help Bob, and then it
14 kind of snowballed into her being more involved with things.

15 Q. And by this phone call, you had learned that it had been
16 decided that Rachel would also be reporting directly to
17 Ms. Chen?

18 A. Yes. She was already speaking in some way to them, but now
19 she's reporting to...

20 MR. SCHOENSTEIN: Let's play, please, the next clip at
21 3.50 to 4.27.

22 (Audio played)

23 BY MR. SCHOENSTEIN:

24 Q. Do I understand you to be saying that you felt like you
25 needed to be involved?

NB66ROB7

Robinson - Cross

1 A. I don't know what that was in context to. Was that -- I
2 was listening to it. I didn't hear that.

3 Q. Let's play the next clip, 9.0 to 10.0.

4 (Audio played)

5 BY MR. SCHOENSTEIN:

6 Q. Now, when you told Robin Chambers that someone was an
7 expletive-idiot, you were referring to Ms. Chen, correct?

8 A. Yes.

9 Q. And you understood as of this phone call that you were no
10 longer going to be involved in the townhouse?

11 A. Yes. I had my responsibilities there taken away.

12 Q. That happened the day before you resigned, this phone call?

13 A. I don't 100 percent know when this --

14 MR. HANNAFAN: Objection.

15 THE COURT: Overruled.

16 A. I don't know when this phone call specifically happened,
17 but somewhere around the last couple of days.

18 Q. It was over the course of the last couple of days that you
19 learned that things were being reassigned to Ms. White, and you
20 were going to be off the townhouse, right?

21 MR. HANNAFAN: Objection.

22 THE COURT: Overruled.

23 A. Sorry. Yes, I had my responsibilities taken away.

24 MR. SCHOENSTEIN: Let's go to the next clip at 24.07
25 to 24.31.

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Robinson - Cross

1 (Audio played)

2 BY MR. SCHOENSTEIN:

3 Q. You're talking about Mr. De Niro, there?

4 A. Yes. I'm venting and talking about Bob.

5 Q. And you're annoyed he's not responding to your e-mails?

6 A. Yes. It seems so.

7 Q. So during your employment, there were times you were
8 annoyed he wasn't e-mailing you enough and times you were
9 annoyed he was e-mailing you too much?

10 A. This was a very specific, you know, issue. I mean, yes,
11 there were times where I got a lot of e-mails and a lot of
12 phone calls, and there were times where I really need to get
13 ahold of him and couldn't get ahold of him.

14 MR. SCHOENSTEIN: Let's play the last clip from this,
15 what we marked, your Honor as 31.45 to 32.

16 (Audio played)

17 BY MR. SCHOENSTEIN:

18 Q. When you had the discussion with Mr. De Niro that you would
19 be out of the townhouse, you told him that's fine, that's what
20 I wanted.

21 A. That's what we had discussed in January.

22 Q. And when you discussed it in early April, in person, and he
23 confirmed you would be out of the townhouse, you confirmed to
24 him that that's what you had wanted?

25 A. Is that what that -- I don't get it from that. I talked to

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Robinson - Cross

1 him in January about not wanting to be involved. I e-mailed
2 him in March saying that there's an issue with me being
3 involved, and then, you know, there's a conversation. So I
4 don't know when that -- when that's from.

5 Q. So I'm going to focus on the conversation you had with
6 Mr. De Niro.

7 You met him in Canal's offices in early April?

8 A. Yes.

9 Q. He said, I'm taking you off the townhouse; I'm putting Lulu
10 on the townhouse?

11 A. Yes.

12 Q. And you said to him, that's fine, that's what I wanted?

13 A. I don't know if I specifically said that to him, but I said
14 it to Robin. You know, I don't know what the -- I mean, I
15 guess so, if that's --

16 Q. Is that what you communicated to Mr. De Niro in that
17 discussion, in sum and substance, that that was okay, you
18 wanted to be off the townhouse?

19 A. If that's something I spoke to Robin about, then there's a
20 possibility that's what I said to Bob. I'm venting to Robin,
21 so I don't know specifically what my conversation was to Bob
22 when we spoke in the office.

23 Q. So just to make sure I understand, you don't have a
24 completely accurate memory of your discussion with Mr. De Niro
25 in the office, but it might be that you told him it was fine,

1 that you were being taken off the townhouse?

2 A. I remember him screaming and yelling at me and berating me.
3 I remember him opening the door and telling me -- put Lulu in
4 touch with Tiffany. Lulu was sitting outside in the assistant
5 area, and he said, call Tiffany, and then slammed the door and
6 started berating. So I can't remember exactly -- you know,
7 what was said during that conversation.

8 Q. But it might be that you said, it's fine I'm being taken
9 off the townhouse, that's what I wanted?

10 MR. HANNAFAN: Objection.

11 A. There's a possibility of that. I didn't want to be
12 involved in the townhouse, which was my conversation with him
13 in January.

14 Q. And from January 2019 all the way up to April 4, 2019, it
15 remained true that you did not want to be involved in the
16 townhouse?

17 A. I didn't want to be involved, but I was still given duties
18 that Bob had asked me to finish out, was what we discussed in
19 January, and I was given additional duties by Bob and by
20 Tiffany to sort of continue working on the townhouse even after
21 my meeting with Bob in January.

22 Q. And you wanted them to stop giving you additional duties
23 related to the townhouse, correct?

24 A. Well, I wanted to realign my position with what he and I
25 discussed.

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Robinson - Cross

1 MR. SCHOENSTEIN: Let's pull up Plaintiff Exhibit 68.
2 This one is in evidence.

3 Q. Now, this e-mail from Ms. Chen on April 6, I think you
4 testified on direct, this is an e-mail that you saw later that
5 day, correct?

6 A. Yes. It looks like April 6, 1:00 o'clock, around
7 1:00 o'clock.

8 Q. And you saw it even though it was not sent to you, and you
9 were not copied on it in any way. Right?

10 A. Yes.

11 Q. You saw it because you logged in as an administrator and
12 looked around Lulu White's e-mails?

13 A. I logged into Lulu White's e-mail.

14 Q. And that's how you saw this?

15 A. Yes.

16 Q. And you logged in because you were curious what was going
17 on, and you wanted to take a look.

18 A. I had a conversation with Lulu, and I had this gut feeling
19 that something was going on, and I went in.

20 Q. And it was after you saw this e-mail that you resigned?

21 A. I resigned later that evening.

22 Q. At the time you resigned, you did not believe you were
23 going to be fired, did you?

24 A. I guess there was a possibility of it. I mean, the last
25 week or two weeks of my employment, there was just so much

NB66ROB7

Robinson - Cross

1 going on.

2 Q. You want --

3 A. I didn't know what was up, what was down. It was a lot.

4 Q. Did you, at the time you resigned, believe you were going
5 to be fired?

6 MR. HANNAFAN: Objection, your Honor.

7 THE COURT: Overruled.

8 A. I don't know. I mean, I -- there was so much going on, you
9 know, I just -- I think I just hit that breaking point.
10 Whatever was going to happen, I just couldn't continue. So,
11 yeah.

12 MR. SCHOENSTEIN: I'm going to read from Day 2 of
13 Ms. Robinson's deposition Page 167, Line 16 to 18.

14 THE COURT: Any objection?

15 MR. HANNAFAN: I'm sorry. Can you say that again?

16 MR. SCHOENSTEIN: Day 2, 167, 16 to 18.

17 MR. HANNAFAN: No objection.

18 THE COURT: Okay.

19 Q. At your deposition, you were asked the following question
20 and gave the following answer under oath:

21 "Q. So at the time you resigned, you actually believed that
22 you were going to be fired; is that correct?

23 "A. No."

24 That was the question and answer at your deposition?

25 A. Yes.

1 MR. SCHOENSTEIN: So let's take a look at Defense
2 Exhibit 240.

3 Q. Do you recognize this as an e-mail exchange you had with
4 Chris Young on the morning of April 6, 2019?

5 A. This was an e-mail he sent me on April 6.

6 Q. I'm going to scroll down and focus -- there's one that you
7 sent him on April 6, 2019. Do you see that?

8 A. Yes.

9 MR. SCHOENSTEIN: Your Honor, move to admit
10 Exhibit 240, for the e-mail Ms. Robinson sent.

11 THE COURT: Any objection?

12 MR. HANNAFAN: Well, I object to relevance. With
13 respect to that if it's only being admitted for her, I think
14 the other portions of that should be redacted.

15 MR. SCHOENSTEIN: We can redact, your Honor. The top
16 portion, the portion she sent and the portions that preceded
17 would be admitted.

18 MR. HANNAFAN: My --

19 MR. SCHOENSTEIN: My portions that are needed are
20 needed for context.

21 MR. HANNAFAN: Apologies, your Honor.

22 THE COURT: So it's just the April 6 e-mail, Robinson
23 22538 down; is that it?

24 MR. SCHOENSTEIN: Correct, your Honor.

25 THE COURT: Received.

NB66ROB7

Robinson - Cross

1 (Defendant's Exhibit 240 received in evidence)

2 BY MR. SCHOENSTEIN:

3 Q. So in the morning of April 6, 2019, you wrote to
4 Chris Robinson -- sorry. You wrote to Chris Young to tell him
5 you were going to have to reschedule your London trip?

6 A. Yes.

7 Q. And you wrote: I've been under the weather all week and
8 won't be able to travel for the next few days at least.

9 Do you see that?

10 A. Yes.

11 Q. That wasn't true. That wasn't the real reason you weren't
12 traveling?

13 A. I was exhausted and tired, so under the weather, yes. But,
14 no, I just e-mailed him that I -- you know, an excuse on why I
15 couldn't meet.

16 Q. And as of the morning of Saturday, April 6, you still
17 expected to be working at Canal. Right?

18 A. I'm sorry?

19 Q. As of the morning of April 6, you still expected to be
20 working at Canal?

21 A. Yes. I mean, throughout that day, it was sort of --
22 everything kind of hit me the -- okay, yes. Sorry.

23 Q. Everything sort of hit you that day. You were tired,
24 correct?

25 A. I was exhausted. I hadn't been eating. I hadn't been

NB66ROB7

Robinson - Cross

1 sleeping. I was having a nervous breakdown. There is just so
2 much going on. And I just had been thinking about what some
3 people had said to me and the advice that they had been giving
4 me. I had been working all day, working on Bob's visitation
5 schedule. And I don't know, I just sort of hit that -- I don't
6 know what Monday is going to be, and I can't -- can't continue
7 doing this to myself. I can't. There's nothing -- there's
8 just -- I can't move forward. I've hit this wall. I'm done.

9 Q. Just to be clear, when you say you were having a nervous
10 breakdown, you didn't seek medical care in April of 2019 for a
11 nervous breakdown?

12 A. No.

13 Q. But you felt stressed, right?

14 A. I felt emotionally and physically just stressed.

15 Q. And you were annoyed about this London trip being canceled?

16 A. Again, I mean, I've had to cancel trips prior to. It's
17 been the nature of the job with Bob, and going around
18 working -- working around his schedule. I really -- at this
19 point, I needed a break. I needed sleep. I was exhausted. I
20 was really -- I hadn't been eating. I hadn't been sleeping. I
21 don't know even know how long. I was so incredibly stressed
22 out. I just -- I needed time.

23 Q. We saw earlier today you had been thinking about things
24 like business school and other opportunities. You had been
25 thinking about it since at least 2015. Right?

NB66ROB7

Robinson - Cross

1 A. Yes.

2 Q. You had considered resigning in 2017?

3 A. I did resign in 2017, giving him the two-year transition.

4 Q. And then you stayed, and then you were going to resign
5 again at the end of 2018, and then you decided to stay.

6 A. I did. I felt I didn't have a choice but to stay.

7 Q. Right. But this was a -- you're thinking about moving on
8 and then staying was a back-and-forth over the years; would you
9 agree with me?

10 A. Yes. There were times where I resigned and then ultimately
11 I stayed.

12 Q. Did you think -- when you resigned, you wrote Mr. De Niro
13 an e-mail, correct?

14 A. I did.

15 Q. And you didn't say anything in that e-mail about having
16 been discriminated against?

17 A. No, I didn't believe I did.

18 Q. When you resigned, you did it without notice?

19 A. Yes.

20 Q. You did it effective immediately?

21 A. I wrote that in the e-mail.

22 Q. Did you think that would injure Canal, for you to quit
23 without notice?

24 MR. HANNAFAN: Objection. Vague.

25 THE COURT: Overruled.

NB66ROB7

Robinson - Cross

1 A. No. I was exhausted. I was thinking about myself and my
2 health, not Canal at the moment.

3 Q. What projects, if any, did you leave open upon leaving
4 Canal?

5 A. There were a bunch of different things that I had been
6 working on, from production items, to what Bob and I had
7 discussed a little bit about transition. I mean, there were a
8 lot of sort of different things, you know, that we were -- that
9 he was considering on moving forward with. He was filming the
10 Comeback Trail. I mean, there were a bunch of different
11 things.

12 Q. Can you identify one for me? Can you identify one open
13 project as of the date you left?

14 A. The -- I had done the scouting trip for the Comeback Trail
15 in New Mexico. And we were working out the hotel arrangements
16 and just sort of doing production work on that. So there were
17 some open stuff there. There was stuff with Toukie Smith and
18 her financial stuff and health stuff.

19 MR. SCHOENSTEIN: Can we put up Defense Exhibit 20,
20 please for identification?

21 Q. This was an e-mail you sent to Mr. De Niro on April 9,
22 2019?

23 A. Mm-hmm.

24 MR. SCHOENSTEIN: I move to admit.

25 MR. HANNAFAN: No objection.

NB66ROB7

Robinson - Cross

1 THE COURT: Received.

2 (Defendant's Exhibit 20 received in evidence)

3 BY MR. SCHOENSTEIN:

4 Q. This was three days after your resignation?

5 A. Yes. Looks like.

6 Q. And you write: Hi, Bob. I'm putting together a list of
7 what your needs might be per my conversation with Tom.

8 Do you see that?

9 A. Yes.

10 Q. Did you ever give that list to Mr. De Niro?

11 A. To Bob? No.

12 Q. Did you ever give it to anybody at Canal?

13 A. No. Tom was going to give me a call to go through it with
14 me, but I didn't get that call from him.

15 Q. Did you give it to Mr. Kaplan or Ms. Weeks-Brittan or
16 Ms. Spear or anyone else at Canal? Did you give them any kind
17 of list?

18 A. No. The only person I was in touch with after this was
19 Tom Harvey.

20 Q. And you mentioned in the second paragraph that you are
21 going to be in contact with Robin about the Toukie Smith items?

22 A. Yeah.

23 Q. Because Robin had been involved in those over the past
24 few months?

25 A. Past few years. She and I had worked on some of the

1 Toukie Smith items and different areas.

2 Q. So those were easy to transition upon your departure?

3 A. I don't know. I wasn't at Canal when things were
4 transitioned over. I had a conversation with Robin about the
5 items that were sort of pending for Toukie, or things to think
6 about when it came to the work I had been doing there.

7 MR. SCHOENSTEIN: Let's put up Defendant's 19. This
8 one is previously admitted.

9 Q. You wrote Mr. Harvey on April 10, 2019. That's this
10 e-mail?

11 A. Yes.

12 Q. And you said: I've been thinking that it's best we enter
13 into a severance agreement that includes financial
14 compensation, confidentiality provisions, and provisions for
15 recommendations and other mutually agreeable terms.

16 Do you see that?

17 A. Yes, I wrote that.

18 Q. By financial -- and by financial compensation, you meant
19 that you should be paid some more money by Canal?

20 A. It was part of the severance, entering into a severance
21 agreement that included and listed a bunch of different things.

22 Q. But you wanted money. Right?

23 A. Part of the severance agreement is -- being forced to
24 resign the way that I did, you know, is -- severance agreement
25 includes financial compensation, confidentiality provisions,

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Robinson - Cross

1 and -- you know...

2 Q. Now, did you submit any written complaint to Canal at or
3 around this time that you had been discriminated against or
4 retaliated against?

5 A. I had e-mailed Bob on April 2. I had also e-mailed Bob on
6 3/27. I had also been in contact with Tom Harvey about
7 complaints. But specifically, after I resigned this time, no.

8 Q. And you -- as I understand it, you complain now that you
9 had job responsibilities taken away from you?

10 A. I did.

11 Q. What job responsibilities were taken away from you?

12 A. I had responsibilities with the townhouse. I had
13 responsibilities with Bob's twin sons and their apartment. I
14 had other responsibilities in managing the office that were
15 taken away from me. My job was no longer sort of what it was.

16 MR. SCHOENSTEIN: Let's pull up Plaintiff's
17 Exhibit 46, which is already in evidence. Let's go to the last
18 page.

19 Q. These are your time sheets. Do you recognize that,
20 Ms. Robinson?

21 A. Yes.

22 MR. SCHOENSTEIN: So I want to go to the very last
23 page. Not that page. There you go. Go up just a little more.
24 There you go.

25 Q. So this page of yours from April 1 to April 7, 2019, this

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Robinson - Cross

1 page is your contemporaneous record of items you were working
2 on in the week prior to your departure from Canal. Right?

3 A. Yes. Some of the things that I had been working on.

4 Q. Well, you wrote a pretty comprehensive list on a daily
5 basis, didn't you?

6 A. These were from my personal records. So I wrote at times
7 what I did. I don't know if I would call them comprehensive.

8 Q. Let's look at what you did on Monday April 1. Okay?

9 A. Okay.

10 Q. Was your ability to send e-mails on behalf of Canal taken
11 away from you?

12 A. No.

13 Q. Was your work with respect to the office taken away from
14 you?

15 A. I had Tiffany Chen starting to manage the Canal employees
16 and tell them not to speak to me. So there were
17 responsibilities there that were being taken away from me.

18 Q. You understood that the instruction not to communicate with
19 you was solely with respect to the townhouse and the twin's
20 apartment, didn't you?

21 MR. HANNAFAN: Objection.

22 A. But there was other language that said, anything that they
23 e-mail Bob and Tiffany about, that I'm not to have these
24 discussed with me. So my ability to manage an office who's not
25 supposed to sort of discuss things with me, I mean, that right

1 there is taking away a responsibility.

2 Q. Where did you get the idea that the office wasn't supposed
3 to discuss things with you anymore?

4 A. From one of the e-mails that Tiffany had e-mailed
5 Lulu White and Jillian and Sabrina, that Lulu was no longer
6 going to be my assistant, and that in the end, Lulu worked for
7 Bob and not for me, and that any communications between them
8 and the projects that they were working on are not going to
9 be -- they're not going to -- they're not supposed to discuss
10 it with me.

11 Q. But Lulu did work for Mr. De Niro and not for you. You
12 testified to that earlier?

13 A. She was hired to be my assistant. It had nothing to do
14 with being hired on the townhouse, it was specifically for the
15 transition and for the work there, the townhouse --

16 Q. Let's go back to this list. I understand what you're
17 saying about communications. But putting that aside, were you
18 being removed from Canal's office?

19 A. Not from the office --

20 Q. Were you being --

21 A. -- specifically.

22 Q. -- removed from working on employee items?

23 MR. HANNAFAN: Objection, your Honor.

24 THE COURT: Overruled.

25 A. I mean, if the employees are not communicating with me what

NB66ROB7

Robinson - Cross

1 they're doing, then there are certain employee items that, you
2 know, I might be taken away from. Not having employees
3 communicate with the person that's managing them and
4 withholding those communications is, in itself, talking away my
5 responsibilities.

6 Q. Here is what I want to do. I get that you say the
7 employees were told not to talk to you?

8 A. Yep.

9 Q. Put that aside.

10 A. Okay.

11 Q. All of my questions, assume now --

12 A. Okay.

13 Q. -- other than that, were your responsibilities with respect
14 to employee items being changed?

15 MR. HANNAFAN: Objection.

16 THE COURT: Overruled.

17 A. No. What time are we talking about?

18 Q. At the time that you resigned.

19 A. Not that I'm aware of.

20 Q. What is your ability to use the company Amex card being
21 restricted?

22 A. No.

23 Q. Was your ability to have lunch with Robin Chambers being
24 changed?

25 A. No.

NB66ROB7

Robinson - Cross

1 Q. Was your ability to meet with Gillian and Michael Kaplan
2 being eliminated?

3 A. No. It goes to what you said, to put aside.

4 Q. TFF refers to the Tribeca Film Festival. Right?

5 A. Yes.

6 Q. Was your work on the Tribeca Film Festival being altered?

7 A. No.

8 Q. Was your work on the legal/divorce issues for Mr. De Niro
9 being changed?

10 A. Not that I was aware of.

11 Q. What did the plane refer to?

12 A. I don't know off the top of my head.

13 Q. Was it being changed at all?

14 A. Since I don't know what that is in reference to, no,
15 probably not.

16 Q. Was your ability to work on the Comeback Trail movie being
17 altered in any way?

18 A. No.

19 Q. Were you being precluded from having calls with
20 Bob De Niro?

21 A. No.

22 Q. Did you have a call with Bob De Niro -- did you call him up
23 and say, what's up with not having employees talk to me? Can
24 we talk about that?

25 A. Not that day. No.

NB66ROB7

Robinson - Cross

1 Q. You resigned instead?

2 A. I did. I hit a wall. I couldn't continue.

3 Q. Now, apartment item, that was being changed. You were
4 being taken off the apartment, right?

5 A. Yes.

6 Q. Call with Juanita. Was your ability to have a call with
7 Juanita changed?

8 A. No.

9 Q. What does CL refer to?

10 A. I don't know.

11 Q. So we don't know if that was being changed.

12 So look at the rest of this sheet and tell me, other
13 than apartment item and twin's apartment, what responsibilities
14 on your time sheet indicated the last week you were working at
15 Canal were being altered?

16 MR. HANNAFAN: Objection.

17 THE COURT: Overruled.

18 A. Twin's apartment, 117A issues.

19 Q. I said put away the twin's apartment and the townhouse.

20 A. The townhouse. Am I putting aside the discussion of not
21 discussing things with me?

22 Q. Yes.

23 A. That's all that's on this sheet. It's, again, a personal
24 record. It doesn't have all my work listed.

25 Q. And as of this first week of 2019, the thing you wanted

1 most of all was to be out of the townhouse. Right?

2 A. I wanted to realign my job. But I still am a professional
3 and an employee, and I was doing what my employer had asked of
4 me. I wanted to finish the items.

5 Q. You weren't mad about being taken off the townhouse when
6 you resigned, were you?

7 A. I mean, I think that this situation and the way that Bob
8 had handled it and the way that Tiffany was involved in it, it
9 was humiliating, to say the least. It wasn't handled in any
10 way that a professional employer should have handled the
11 situation.

12 Q. Do you think you could have handled it differently?

13 MR. HANNAFAN: Objection.

14 THE COURT: Overruled.

15 A. I don't think I can go back and think about what I could
16 have, should have, would have done way back when. It happened
17 the way that it did, and that's just it.

18 Q. We're four years into litigation, and you've never even
19 considered if you could have done something different?

20 MR. HANNAFAN: Objection.

21 THE COURT: Overruled.

22 A. On -- no. Not on that specific...

23 Q. You would agree with me that Tiffany had every right to say
24 she didn't want somebody in the townhouse.

25 A. She's not my employer, and, I mean, she can have her

1 opinion with her boyfriend. But it shouldn't affect my job.

2 Q. She was living at the townhouse. Would you agree with me,
3 she had every right to say, I don't want this person or that
4 person there?

5 MR. HANNAFAN: Objection, your Honor.

6 THE COURT: Overruled.

7 A. She can speak to her boyfriend about it, but it should not
8 affect my position or my job.

9 Q. And Mr. De Niro had every right to assign the assistance
10 employed by Canal as he liked?

11 A. Bob did have -- he was the employer.

12 Q. On April 6, prior to your resignation, you spoke to Lulu?

13 A. Yes.

14 Q. You spoke to Kaplan?

15 A. I believe so, yes.

16 Q. You spoke to Sabrina and Gillian?

17 A. Can you specify which day you're talking about?

18 Q. The day of your resignation, April 6. You spoke to Sabrina
19 and to Gillian?

20 A. I don't believe I spoke to Sabrina and Gillian.

21 Q. But you spoke to Lulu and Kaplan?

22 A. I believe I spoke to Lulu. I recall speaking to Robin and
23 maybe Michael Kaplan and maybe Lulu. I don't recall
24 specifically.

25 Q. So if you spoke to three Canal employees on April 6, you

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Robinson - Cross

1 would agree with me that no one had stopped you from having
2 communication with Canal employees?

3 A. No. I still -- I could still speak to Canal employees.

4 Q. Following your departure from Canal, your plan was to work
5 on your own production company and apply for an MBA?

6 A. That was part of -- yes, part of it.

7 Q. And you understood in undertaking those endeavors, you had
8 no guarantee of any income?

9 A. I didn't have a guarantee of income going out on my own,
10 just what I had saved up so that I had the ability to go and do
11 that.

12 Q. And you applied to the London School of Economics in the
13 summer of 2019?

14 A. I did.

15 Q. You know that that school's acceptance rate is about
16 8.9 percent?

17 A. I applied for a very specific program, and I don't know the
18 acceptance rate for that program.

19 Q. But you know that the London School of Economics has
20 alumnae like David Rockefeller and Daniel Patrick Moynihan?

21 MR. HANNAFAN: Objection.

22 THE COURT: Overruled. But the jury is reminded
23 questions are not evidence.

24 BY MR. SCHOENSTEIN:

25 Q. Did you know that?

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Robinson - Cross

1 A. No.

2 Q. What made you think you were qualified to get into a
3 program like the London School of Economics?

4 A. I worked incredibly hard in college. I worked incredibly
5 hard in my work and in my job. I had a good resume. I
6 graduated college in almost three years. I've -- I thought I
7 did a good application. I mean, there's no guarantee. But
8 the -- I wasn't applying for my MBA. I was applying for a
9 part-time entrepreneurship program that I thought would be a
10 good steppingstone to then go for my MBA, and I thought I would
11 be a good fit.

12 Q. And you did not get accepted?

13 A. I did not.

14 Q. Did you reapply the next year?

15 A. I did not.

16 Q. Did you reapply the year after that?

17 A. I have not reapplied for business school since then.

18 Q. And you never applied to any other business school?

19 A. No.

20 Q. Did you consider NYU or Fordham or one of the SUNY schools?

21 A. After this litigation -- after Bob filed the civil
22 complaint against me, I didn't apply to -- to a school program.

23 Q. Now, you've said before there were no written policies at
24 Canal. Right?

25 A. In terms of expenses, vacation payback, along the lines of

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Robinson - Cross

1 that.

2 Q. I'm pretty sure you said, except for the harassment policy,
3 there were no written policies. Did I hear that correctly?

4 A. I believe -- I believe so. I don't recall any written
5 policies other than that one at the end of 2018.

6 Q. So there was no policy at Canal that employees who quit get
7 paid severance?

8 A. No. Only the discussion from Tom Harvey about what my
9 needs are, and Robin Chambers telling me that I'll get
10 severance.

11 Q. There were no policies at Canal that employees who leave
12 get recommendations?

13 A. No. It's a standard thing that most employers do.

14 MR. SCHOENSTEIN: Move to strike "standard thing."

15 THE COURT: Motion granted. Testimony stricken.

16 BY MR. SCHOENSTEIN:

17 Q. Would you sign a recommendation letter for somebody if it
18 was materially false?

19 A. I would write a recommendation letter for somebody, but I
20 wouldn't sign something that I thought was false.

21 Q. Would you write a recommendation letter for somebody who
22 had been secretly recording your telephone calls?

23 MR. HANNAFAN: Objection.

24 A. It --

25 THE COURT: Sustained.

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Robinson - Cross

1 BY MR. SCHOENSTEIN:

2 Q. DO you feel that if you got accepted to business school,
3 you would be able to study and do a good job?

4 A. I think in 2019, before the fall, yes.

5 Q. And you did not start looking for employment until about
6 March of 2020; is that correct?

7 A. I started reaching out to people probably around that time.

8 Q. And that was right around when the COVID pandemic started?

9 A. I -- yes.

10 Q. You would agree that the COVID pandemic too did not help
11 your job hunting?

12 A. I don't know how it impacted it. I'm sure there was some
13 impact, but I wouldn't be able to say one way or the other.

14 Q. DO you feel you would be able to perform a job if you could
15 obtain one?

16 A. I'm hoping that I could -- I can. It's been very difficult
17 for me to function.

18 Q. You feel like you're a well-qualified candidate for jobs?

19 A. I believe I am.

20 Q. And am I correct that you have not discussed this lawsuit
21 with anyone from whom you have sought employment, correct?

22 A. No, I have not.

23 MR. SCHOENSTEIN: Let's take a look at Plaintiff's
24 Exhibit 70, which is already in evidence.

25 Q. This is from June 11, 2019. You recognize this e-mail you

1 sent to Mr. De Niro?

2 A. Yes.

3 Q. And this contains your proposal with respect to severance
4 and other items.

5 A. Not in regards to -- I don't know if I would call it
6 severance. This was in response to a severance waiver release
7 that I was sent that had a blank -- that was just blank.

8 Q. But you made a proposal in this e-mail, correct?

9 A. I did. I asked Bob to honor the agreement that he made
10 with me on January 3, 2019.

11 Q. Did you have a lawyer representing you in this matter as of
12 June 11, 2019?

13 MR. HANNAFAN: Objection.

14 THE COURT: Overruled.

15 A. I had an attorney.

16 Q. Did your lawyer assist you in drafting this e-mail?

17 MR. HANNAFAN: Objection.

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

19 (Continued on next page)

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1 (At the sidebar)

2 THE COURT: Relevance?

3 MR. SCHOENSTEIN: State of mind, what's gone on. It's
4 just the one question. I have no further questions about what
5 she did with her attorney.

6 MR. HANNAFAN: It's -- it's calling for
7 attorney-client privilege. She's talking to someone which was
8 the basis of --

9 MR. SCHOENSTEIN: I'll withdraw.

10 THE COURT: Objection is sustained.

11 (Continued on next page)

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1 (In open court)

2 MR. SCHOENSTEIN: Can you scroll down further on this
3 e-mail? Stop right there.

4 BY MR. SCHOENSTEIN:

5 Q. Do you see the terms of the agreement you were proposing?

6 A. Yes.

7 Q. And you said in this e-mail, you wanted to proceed with the
8 agreement made on January 3rd, 2019, for a two-year employment
9 deal. Do you see that?

10 A. Yes.

11 Q. And you wanted \$300,000 for each of those areas and medical
12 coverage?

13 A. Yes. That's what Bob had agreed to on January 3rd.

14 Q. And by the way, you -- you and Bob had not agreed that you
15 would definitely stay two years, had you?

16 A. We agreed that it would be a two-year transition.

17 Q. Wasn't it agreed that you would stay up to two years, but
18 it would depend on when your work was done?

19 A. I mean, I don't think that we had discussed that it would
20 be two years. But it could -- we had discussed it could be
21 two years.

22 Q. But it wouldn't necessarily be two years; is that a fair
23 statement?

24 A. It could be over two years. I don't know. It just -- we
25 hadn't gotten to the point of really discussing the transition.

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Robinson - Cross

1 Q. So it could be over two years, it could be two years, or it
2 may have been under two years? Is that a fair statement as to
3 what the agreement was?

4 MR. HANNAFAN: Objection.

5 THE COURT: Overruled.

6 A. All I can say is that the agreement that we made was a
7 two-year transition.

8 Q. But you had hadn't committed yourself to staying there for
9 the full two years if the transition completed earlier?

10 A. I committed to stay for two years if that's what Bob
11 wanted.

12 Q. And below that, you wanted a meeting with Bob?

13 A. Yes. As I said, you would understand that the most
14 important thing to me is that you and I sit down and talk.

15 MR. SCHOENSTEIN: Go to the next page, please.

16 Q. You see at the top of that page, you wanted to retain all
17 miles in your Delta SkyMiles account?

18 A. Yes.

19 Q. Because you understood they were valuable and you wanted to
20 keep them?

21 A. I wanted --

22 MR. HANNAFAN: Objection.

23 THE COURT: Overruled.

24 A. I wanted to confirm that as part of the agreement, this was
25 part of my compensation, that any miles that were in my Delta

NB66ROB7

Robinson - Cross

1 SkyMiles, that I would retain them.

2 Q. And you wanted to retain them because you knew they were
3 valuable?

4 MR. HANNAFAN: Objection.

5 THE COURT: Overruled.

6 A. I wanted to retain them because they were part of my
7 compensation that Bob and I had agreed to.

8 Q. Yes. And you thought they were valuable, correct?

9 MR. HANNAFAN: Same objection.

10 A. I mean, there -- I don't know if I would call them
11 valuable. They pay for flights. This is part of my
12 compensation. \$24,000 a year is valuable.

13 Q. Is that what they were worth, \$24,000 a year?

14 A. No. But it's the agreement that Bob and I had for the
15 \$2,000 in lieu of \$24,000 a year.

16 Q. But the actual SkyMiles could be used to purchase actual
17 tickets on actual airplanes, and in that regard, they were
18 valuable. Do you agree?

19 A. I will say that they were there to purchase airline
20 tickets.

21 THE COURT: Can you answer the question?

22 THE WITNESS: Whether I considered them valuable or
23 not, I guess so. I don't know.

24 BY MR. SCHOENSTEIN:

25 Q. You wanted four business school recommendations and an

NB66ROB7

Robinson - Cross

1 employment recommendation from Mr. De Niro?

2 A. Yes.

3 Q. And you wanted a press release?

4 A. Yes.

5 Q. And that's your proposal on June 11, 2019, is that you get
6 \$600,000, health insurance for two years, Delta SkyMiles, five
7 recommendation letters, and get to put it all in a press
8 release?

9 MR. HANNAFAN: Objection.

10 THE COURT: Overruled.

11 A. It was the two-year agreement. I wanted Bob to honor that
12 agreement that he made with me. And then the recommendation
13 letters, yes.

14 Q. And the Delta SkyMiles and the press release. Right?

15 A. The Delta SkyMiles, again, was just confirming that what I
16 had in my account was my compensation, and that I would be
17 retaining it.

18 Q. I get that. I'm asking you, on June 11, 2019, your demand
19 was for the money, the medical insurance, the SkyMiles, five
20 recommendation letters, and a press release. True or false?

21 A. Demand, no. In consideration of the severance waiver
22 agreement, yes.

23 Q. And you knew by the date of this e-mail that Mr. De Niro
24 thought you had inappropriately taken the SkyMiles?

25 A. I -- that's not how it was phrased in the conversation that

NB66ROB7

Robinson - Cross

1 I have with Tom Harvey.

2 Q. Tom Harvey told you expressly that Mr. De Niro thought you
3 had stolen the miles, correct?

4 A. The way that it was phrased by Tom is that he wasn't
5 convinced that he had approved the transfers.

6 Q. And he also had told you that Mr. De Niro wasn't signing a
7 recommendation letter at that time.

8 A. The recommendation letter that I provided, but Tom said
9 that he would speak to Bob to see if there's a version that he
10 would sign, and they would get back to me on Monday, which I
11 never heard from him.

12 Q. Now, you mentioned -- I think we said you didn't start
13 sending out job applications until 2020; is that correct?

14 A. Yes.

15 Q. And that was after the litigation had been commenced?

16 A. Yes.

17 Q. And you did not see a psychiatrist about anything relating
18 to this case until 2020; is that correct?

19 A. I started seeing someone February 2020.

20 Q. And that was after this litigation was commenced?

21 A. Yes.

22 Q. How many times did you meet with lawyers before you met
23 with a psychiatrist?

24 MR. HANNAFAN: Objection.

25 THE COURT: Overruled.

NB66ROB7

Robinson - Cross

1 A. I don't recall off the top of my head.

2 Q. Was it probably more than 50? Did you have 50 meetings
3 with lawyers before you met with a psychiatrist or sent out a
4 job application?

5 MR. HANNAFAN: Same objection.

6 THE COURT: Sustained as to compound.

7 BY MR. SCHOENSTEIN:

8 Q. Did you have at least 50 meetings with lawyers before you
9 sent out a job application?

10 A. I don't want to guess.

11 MR. HANNAFAN: Objection.

12 THE COURT: Overruled.

13 A. I don't recall how many I had.

14 Q. Would you say you had at least 20 meetings with lawyers in
15 2019?

16 MR. HANNAFAN: Same objection.

17 THE COURT: Overruled.

18 A. Again, I don't recall how many I had, so I don't want to
19 guess.

20 Q. Well, you had at least one. Right?

21 A. Yes.

22 Q. And you had at least five. Right?

23 A. I don't recall how many I had.

24 Q. Well, you filed a complaint at some point alleging gender
25 discrimination and retaliation. So I assume you must have

NB66ROB7

Robinson - Cross

1 talked to lawyers at least five times before that happened?

2 MR. HANNAFAN: Objection.

3 A. I don't recall how many times. I don't want to guess.

4 THE COURT: Overruled.

5 Q. Was it more than five?

6 A. Again, I don't want to guess, so I -- I don't recall
7 specifically how many.

8 Q. Well, however many it was, you had multiple meetings with
9 lawyers and filed a discrimination lawsuit before you saw a
10 psychiatrist or before you sent out a job application, correct?

11 A. I met with attorneys prior to sending out a job application
12 and meeting with a psychiatrist.

13 Q. And the slew of job applications you sent out was to
14 bolster your claims in this litigation?

15 MR. HANNAFAN: Objection.

16 THE COURT: Overruled.

17 A. No.

18 Q. And seeing a psychiatrist was to bolster your claims in
19 this litigation?

20 MR. HANNAFAN: Same objection.

21 THE COURT: Overruled.

22 A. No.

23 MR. SCHOENSTEIN: I suggest we break for the day, your
24 Honor.

25 THE COURT: Okay. All right. Members of the jury,

NB66ROB7

Robinson - Cross

1 we'll break for the day. Please try to get here a little bit
2 before 9:00 tomorrow. Don't talk about the case amongst
3 yourselves or with anybody else, including close friends or
4 family. Don't do any research on the case.

5 Have a good evening.

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NB66ROB7

1 (Jury not present)

2 THE COURT: All right. Ms. Robinson, you can step
3 down.

4 THE COURT: All right. Be seated.

5 Mr. Schoenstein, what's your estimate of how much
6 more?

7 MR. SCHOENSTEIN: I'm going to try to make it an hour.

8 THE COURT: Okay.

9 MR. SCHOENSTEIN: I have a couple topics left.

10 THE COURT: Okay. I've got a couple things to discuss
11 that might involve the testimony of the witness. I can do it
12 at sidebar, or we can ask her to step out. What's plaintiff's
13 preference?

14 MR. HANNAFAN: She can step out, your Honor.

15 (Continued on next page)

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1 THE COURT: Let's make sure she doesn't run into
2 members of the jury.

3 There were objections to some of the photographs of
4 the materials that were returned by the plaintiff, as I
5 understand it. Am I correct about that? Let me just ask,
6 there were three photographs and I wasn't sure exactly what
7 the -- I think I understood what the objections were. There
8 was objection to some lettering but since we have got some
9 time, why don't you address those.

10 MR. MACURDY: Yes, your Honor.

11 I mean, broadly speaking, we think that the property
12 is not relevant, it's not part of the damages in this case.
13 The return of it, the timing of the return is certainly not
14 relevant. Your Honor has let it in, for example, in Tom
15 Harvey's letter, about the fact of it to talk about why they
16 initiated the investigation and a lawsuit but, beyond that,
17 after litigation started, our position is it is not relevant.
18 It is also prejudicial. If there is any relevance it's much,
19 much smaller than the prejudice to Ms. Robinson for items that
20 are not part of damages in this case. And then yes, your
21 Honor, I'm not sure why there is writing on it that says
22 something like "these items will be shown in court."

23 THE COURT: OK.

24 MR. SCHOENSTEIN: The reason for the writing is
25 because we have the actual materials in the other room and if

1 plaintiff objected to the photos, I was going to offer to bring
2 the actual materials in and display them in front of the
3 witness. If we are OK with the photos we will take the writing
4 off and we will just put in the photos as evidence and the jury
5 can see that.

6 The relevance, your Honor, is paramount that she held
7 on to this material and it wasn't returned until after the
8 lawsuit. I don't have to linger on how long after the lawsuit
9 it was returned, that doesn't seem to me to matter terribly
10 much, but that it wasn't returned at the time of her departure
11 or at the time of Mr. Harvey's demand or at any time prior to
12 litigation, that's highly relevant.

13 THE COURT: I think I have already ruled with respect
14 to the relevance and I agree with respect to the relevance,
15 that it is relevant. I'm not going to issue a ruling with
16 respect to whether it comes in through the photographs or
17 through the physical objects other than if, that the lettering
18 on the photographs seems to me to be plainly hearsay and that
19 that shouldn't come in. Plaintiff has their objection.

20 On the medical records and on the demonstrative, let
21 me hear from plaintiff first with respect to the demonstrative
22 and what it demonstrates and why it is admissible.

23 MS. MACMULLIN: Yes, your Honor.

24 The demonstrative is appropriate to make
25 Dr. Goldstein's testimony more understandable to the jury.

1 There is a lot of information he will cover and this will
2 assist in making it a clean presentation and summarizes his
3 conclusion.

4 THE COURT: Let me hear from defense.

5 MR. DROGIN: Your Honor, first of all, to the extent
6 that is his testimony and the exhibit itself is cumulative,
7 they can recall and they can read his testimony. All it is is
8 it is verbatim language pulled from the report that is being
9 excluded from evidence and they simply want to put it up there
10 to show, to reinforce leading testimony, they're going to lead
11 him with the demonstrative, have him acknowledge it, and then
12 they just want to leave it up in front of the jury. It is
13 completely inappropriate and unnecessary.

14 THE COURT: I'm going to exclude it. I don't think it
15 demonstrates anything, it is just a recitation of the expert
16 report. If you need to put the expert report in front of the
17 witness in order to make sure that if the witness doesn't
18 remember something when you ask a question, then you can ask
19 the witness to look at the report and see if it refreshes the
20 witness' recollection. Do it that way.

21 Now, there are two sets of medical records, let me
22 make sure I understand the defendant's objection with respect
23 to the medical records. It looks like one has to do with the
24 treatment for the plaintiff's back condition and the other has
25 to do with psychiatric records. Tell me if I am wrong about

1 that.

2 MR. DROGIN: The psychiatric records you are right
3 about. Do you want to do that one first?

4 THE COURT: Whatever order you want to cover.

5 MR. DROGIN: So, on the psychiatric records we did not
6 object to the records that were actually reviewed by
7 plaintiff's expert. What we are objecting to are subsequent
8 records that the expert witness has never seen and there is no
9 foundation that's been laid for them, they simply carry on with
10 whatever her treatment was and has been. She can offer her own
11 testimony about it but there is no doctor here who is going to
12 come in as a fact witness and explain the records.

13 THE COURT: But there is a business record
14 certification. Do you dispute that they would come in as
15 proper business records even if the expert didn't testify why
16 wouldn't the psychiatric records come in?

17 MR. DROGIN: They're completely filled with hearsay to
18 the extent that it is outside the scope of what the expert has
19 revealed. All she wants to do then is put in doctor records
20 that may be business records but they contain hearsay and it is
21 unclear what they're going to be used for other than to talk
22 about -- have her talk about her medical condition. I assume
23 they would be using that on redirect.

24 THE COURT: Well, I mean, aren't the records
25 themselves an exception to the hearsay rule because they're

1 business records?

2 MR. DROGIN: Yes.

3 THE COURT: So you have to be I think a little bit
4 more specific with me in terms of what your concern is.

5 MR. DROGIN: It is a 403; it is irrelevant and
6 prejudicial. We are not saying they don't comply with the
7 hearsay objection. In fact, we don't have an objection to the
8 portion that the expert reviewed. But, for everything else, we
9 do feel that it is prejudicial and irrelevant to the issues
10 that are currently in the record before the Court.

11 THE COURT: Why are they irrelevant? Aren't the
12 records corroborative of the plaintiff's claim for emotional
13 distress damages? And with respect to prejudice, are they any
14 different in character than the records that the expert
15 reviewed?

16 MR. DROGIN: Yes. Parts of them may be but some of
17 them may contain information that did not exist at the time and
18 there has been no evidence presented on direct that she's
19 attributing, whatever those issues are that she talked to a
20 psychiatrist about that may differ, she is not trying to
21 attribute it back to any harm that the defendants here have
22 caused, it is just a continuation of her medical treatment and
23 whatever ills she is feeling. She had the opportunity and has
24 had the opportunity to testify about that. I don't think they
25 can hand her her doctor's records and then prompt her to state

1 what she may have told her doctor. It's just not the proper
2 way to do that, and to the extent it is going to come from the
3 plaintiff's mouth to the jury, I think it is going to be
4 misleading and confusing because it is essentially you are
5 having to testify as to what she told her doctor and her doctor
6 wrote down. She is not qualified, other than to read it back,
7 she is not qualified to explain why the doctor wrote a certain
8 thing down or wrote it a certain way or didn't write something
9 down.

10 THE COURT: Let me hear from plaintiff on it.

11 MS. MACMULLIN: Yes, your Honor. They will be used
12 for Dr. Goldstein's testimony. He has been provided with the
13 up-to-date psychiatric records and he will, I expect him to
14 testify that they confirm his conclusions in his report and
15 they're relevant to the plaintiff's emotional distress damages.

16 In addition to the fact that they are business
17 records, they also come in under 803.4 as statements made for
18 the purpose of medical diagnosis or treatment.

19 THE COURT: Let me hear about the other records from
20 defendant first.

21 MR. DROGIN: So these are records from, I guess it's
22 plaintiff's treating physician. Our position is that they lack
23 foundation, they lack relevance, they're prejudicial, they're
24 intended to appeal to the sympathy of the jury, they contain
25 hearsay and are wildly overbroad.

1 THE COURT: OK. So those are big words but there is
2 no -- there is nothing behind those words that you have spoken
3 to me so far so why don't you put a little bit of substance on
4 it.

5 MR. DROGIN: Now I'm going to go down through the
6 bullet points.

7 So many of the pages contain past medical issues
8 including from her childhood that have absolutely nothing do
9 with this case. There is copies of her electrocardiograms,
10 blood test results, abdominal MRI results, endoscopy results
11 with picture, pelvic ultrasound results, colonoscopy results
12 with photos. This is essentially just a medical record dump
13 and there is no doctor here explaining what, if anything, this
14 has to do with the case and we feel that it will be, among
15 other things, prejudicial to have these medical records in
16 front of the jury, especially since my understanding is two of
17 the jurors are doctors themselves so the doctors themselves may
18 be wondering why are these medical records being submitted to
19 us as an exhibit and there is no relevance argument here.

20 Also, these are, again, not records that Dr. Goldstein
21 would have necessarily seen other than at the period in
22 February of 2022 -- sorry, January 2022 when he met for two
23 hours with the plaintiff.

24 THE COURT: So on that last bit, do I hear you saying
25 that to the extent that those records include records that

1 Dr. Goldstein reviewed in forming his opinion, you don't object
2 to the introduction of those pages?

3 MR. DROGIN: I would like to say it would be somewhat
4 inconsistent with the position we have taken with the other one
5 so I would have to cede that point.

6 THE COURT: Well, no. I mean the position you took a
7 moment ago was that the psychiatric records that Dr. Goldstein
8 saw and I guess relied upon in formulating his opinion, you are
9 not objecting to. Do I understand that correctly?

10 MR. DROGIN: Correct, because it is a psychiatrist
11 reviewing a psychiatrist's records.

12 THE COURT: And so now my follow-up question is to the
13 extent that Dr. Goldstein reviewed and relied upon any of these
14 other records, do you have a position with respect to their
15 admissibility?

16 MR. DROGIN: We would have to see the specific pages
17 that they wanted to put in. If they're going to put in things
18 like blood test results and electrocardiograms.

19 THE COURT: Don't you know what Dr. Goldstein reviewed
20 in formulating his opinion?

21 MR. DROGIN: He was given a whole pile. So if we are
22 simply talking about treatment notes, if that's what they want
23 to introduce, Dr. Weiser McCarthy treatment's notes for that
24 period of time that he reviewed, I would not have objection to
25 that because it is essentially the parallel to what, that he

1 reviewed from Dr. Rein.

2 THE COURT: Let me hear from the plaintiff on that.

3 MS. MACMULLIN: Your Honor, Dr. Goldstein did review
4 all of the treatment records that are included in Plaintiff's
5 Exhibit, I believe this is 380, and we would have the same
6 arguments as with respect to the psychiatric records that
7 they're relevant.

8 THE COURT: So help me. I just -- I didn't look
9 through them in detail but I did look through them enough to
10 see that there are EKG records, there are blood test records,
11 there are records of the colonoscopy, and there are records of
12 what appears to have been a pre-existing back condition, a back
13 condition that was even corroborated by, you know, subject to
14 some of the testimony or at least a record that was introduced
15 today where, before any of the acts that are at issue here took
16 place, she was complaining about a back issue. So how are any
17 of those relevant to the emotional distress that the plaintiff
18 suffered as a result of the acts of discrimination and/or
19 retaliation that are at issue here?

20 MS. MACMULLIN: Your Honor, part of Dr. Goldstein's
21 conclusion is ruling out any pre-existing medical condition as
22 the cause of her symptoms so it is relevant to what he reviewed
23 to exclude that as any cause of her psychiatric condition.

24 THE COURT: With respect to that don't you simply need
25 to show that the doctor was thorough and reviewed all of these

1 types of records without actually putting in the records?

2 Then, if the other side wants to impeach the doctor by saying
3 you didn't look at this, you didn't look at that, then you can
4 offer it on redirect. But it seems to me that if what you are
5 trying to show is that it was thorough, you can do that without
6 offering up the contents of the records for the truth.

7 MS. MACMULLIN: Your Honor, defendant's psychiatric
8 expert Dr. Resnick, in her report, extensively discusses the
9 fact that plaintiff's psychiatric condition is caused by
10 underlying medical conditions. We should be able to explore
11 the full records and the basis for those expert opinions.

12 THE COURT: OK.

13 MR. DROGIN: Judge, just for clarity, the defendant's
14 expert found just the opposite, that there was no psychiatric
15 issue.

16 THE COURT: That's what I thought.

17 All right. On the issue of the psychiatric records,
18 I'm going to permit and request some briefing tonight, so the
19 defendant can put in a letter with respect to why those
20 shouldn't be received. It's now 5:15 -- I'm going to let you
21 all go in a minute -- how about can you do something by 7:30?
22 And then a reply by 9:00 p.m. tonight. And on the other
23 records I'm going to think about that overnight. I don't need
24 any further briefing, I can tell you my ruling first thing in
25 the morning.

1 Anything else from plaintiff?

2 MR. MACURDY: Your Honor, just for me to bring up if
3 you had thoughts on the order of how you thought closing would
4 go.

5 THE COURT: Sorry. Say that again, I didn't hear you.

6 MR. MACURDY: The order of closings, how your Honor
7 does it; is it defendants first? Plaintiffs?

8 THE COURT: The way I ordinarily do it and then I will
9 hear from you with respect to it, is that defendant goes first
10 and then plaintiff. That's the way I do it in a case where
11 there are not counterclaims. I don't have a set procedure in a
12 case where there are counterclaims so you can tell me tomorrow
13 morning if you have got views with respect to that.

14 Anything else from plaintiff?

15 MR. MACURDY: Small thing, your Honor.

16 For the expert, we are just wondering, is your Honor's
17 practice for us to tender Dr. Goldstein as an expert?

18 THE COURT: Yes. So what you will do is establish the
19 expert's qualifications and then you will just ask if the
20 witness can testify as an expert on whatever the subject is,
21 and I assume from the defendants there is not going to be an
22 objection to the qualifications of the expert. Mr. Drogin?

23 MR. DROGIN: No, there won't be.

24 THE COURT: So I think that will go pretty smoothly.

25 So, we will finish up with the plaintiff, we have got

1 Dr. Goldstein. Do we have the plaintiff's mother? Do we know
2 yet?

3 MR. HANNAFAN: I expect we will, your Honor; yes.

4 THE COURT: We will?

5 MR. HANNAFAN: Yes.

6 THE COURT: And then from the defendant?

7 MR. SCHOENSTEIN: Your Honor, we would ask for a
8 proffer as to the subject of testimony of plaintiff's mother.
9 I can't imagine what she is going to testify to that's not some
10 form of hearsay or otherwise inadmissible. I would like some
11 sort of proffer as to what it is she's going to testify about.

12 THE COURT: Do you want to make that now or do you
13 want to just make it to the other side? I can imagine some
14 things that are not hearsay but I'm not going to guess.

15 MR. HANNAFAN: Your Honor, I wasn't planning to elicit
16 any hearsay. I think she can testify as to the observations of
17 her daughter, the demeanor beforehand -- before resigning,
18 after; the effects of her physical appearance; how she appeared
19 in terms of her demeanor; the change in her appearance. I
20 think those are relevant.

21 THE COURT: That's not hearsay.

22 MR. SCHOENSTEIN: All right. I take your point, your
23 Honor. The proffer helps.

24 THE COURT: See you all tomorrow morning. One other
25 thing from plaintiff?

NB65rob8

Robinson - Cross

1 MR. HANNAFAN: Your Honor --

2 THE COURT: One other thing from plaintiff and then I
3 guess there is something from defendant. I was premature.

4 MR. HANNAFAN: I'm sorry, your Honor. I know it has
5 been a long day.

6 THE COURT: No, it's OK.

7 MR. HANNAFAN: Your Honor mentioned this before. We
8 have Ms. Robinson back up on redirect, you made a comment
9 earlier today about the possibility of opening a door by some
10 of the questions by defense counsel and I think they have
11 opened the door with respect to certain testimony by
12 Ms. Robinson, in particular there were multiple questions about
13 multiple e-mails regarding complaints she made about people
14 before 2016 and specifically as to Jane Rosenthal. There were
15 multiple times that they did question her about it, over
16 objection, regarding how she felt about Jane Rosenthal. And
17 something that came up in her testimony on, I believe it was
18 Friday, was asking about things Mr. De Niro had set about
19 Ms. Rosenthal, those were excluded. I think that it is, given
20 what they have put in regarding the plaintiff's comments about
21 Ms. Rosenthal, we should be able to get into that with respect
22 to Mr. De Niro's comments. They're both derogatory in terms of
23 the statements he made as evidence of discrimination as well as
24 the fact that they want to say, well, she had problems with
25 these people but they've suggested he does not, and if that

1 testimony comes out I think it will certainly show he did, at
2 least at one point, did have some problem with her.

3 The other thing is I think, again, we had been limited
4 on Friday, your Honor, to statements Mr. De Niro had made prior
5 to 2016 regarding gender discrimination, the number of times he
6 said the B-word, I think there were some other things I
7 expected to go into that he made gender statements before 2016.
8 And, again, I think we should be allowed to get into those and
9 ask her about those.

10 THE COURT: Let me hear from Mr. Schoenstein. You did
11 elicit testimony that the plaintiff, I think in 2015, had used
12 the word "bitchy."

13 MR. SCHOENSTEIN: In November of 2016, which was
14 within the three-year statute of limitations when this lawsuit
15 was filed. I was very careful. That is a November 2016 use of
16 the word "bitchy" and I did not go into any of the plaintiff's
17 many, many, many uses of that word prior to that date.

18 THE COURT: Well, I think at least with respect to
19 anything within the three-year time period, that's fair game
20 for the plaintiff because I did limit the plaintiff to two
21 years and I think it certainly is fair game --

22 MR. SCHOENSTEIN: We have no objection to that.

23 THE COURT: -- for the three years. I want to look at
24 the record and think about going back further than that.

25 Is there a proffer that you want to make with respect

1 to what the witness would say?

2 MR. HANNAFAN: I think she would say that going back
3 many years and certainly before 2016 Mr. De Niro repeatedly
4 used the B-word, referred to her personally by that term. The
5 statement regarding Ms. Rosenthal, that was beforehand, I want
6 to say maybe 2015.

7 If I may have one moment, your Honor?

8 (Counsel conferring)

9 MR. HANNAFAN: Yes, the request to have her scratch
10 his back, that there had been more of those prior to 2016.
11 There had been a conversation she had with Mr. De Niro which I
12 think you probably read about in the pleadings on summary
13 judgment where he had made a suggestion to her that she could
14 get pregnant any time and that she just needed to -- I think it
15 was a woman can get pregnant any time and he suggested that she
16 could get sperm from Michael Kaplan, her co-worker.

17 THE COURT: When was that conversation?

18 MR. HANNAFAN: I believe it was 2011 or 2012 is her
19 best recollection. I wouldn't swear to that on a stack of
20 bibles, your Honor, but that's my recollection of what she has
21 provided.

22 THE COURT: With respect to the, you know, using the
23 comment, referring to her with the B-word, you know, you said
24 repeatedly or someone like that, and the testimony so far for
25 the two-year time period was it was just a couple of occasions.

NB65rob8

Robinson - Cross

1 Can you make a proffer with respect to how many different
2 occasions, what the occasions were? The repeatedly is totally
3 conclusory testimony, almost impossible to cross-examine.

4 MR. HANNAFAN: I understand that, your Honor. I want
5 to say I believe she may have testified in her deposition, if I
6 remember correctly, that it was seven to 10 times, if I am
7 remembering that correctly. That's my recollection. And I
8 think going back, I am not positive about the year, your Honor,
9 but I want to say around 2008 or 2009.

10 THE COURT: So, from 2008 to 2009 to the time she
11 left?

12 MR. HANNAFAN: Yes.

13 THE COURT: Seven to 10 times using the B-word.

14 MR. HANNAFAN: I believe that is correct, your Honor.

15 THE COURT: Is there any flesh around the
16 circumstances under which those were used? I mean, she gave --
17 with a couple of occasions she had the circumstances, so.

18 MR. HANNAFAN: Knowing Ms. Robinson I believe that she
19 would be able to give it on at least a couple but as to all of
20 them, I don't think so.

21 THE COURT: Mr. Schoenstein.

22 MR. SCHOENSTEIN: A couple things.

23 One, I want to remind the Court this is not a hostile
24 work environment case.

25 THE COURT: Right.

NB65rob8

Robinson - Cross

1 MR. SCHOENSTEIN: This is a discrimination case.

2 THE COURT: Right.

3 MR. SCHOENSTEIN: It's about discrimination, if any,
4 that occurred in the last three years of employment, so
5 harkening back to unspecified comments at unspecified times and
6 unspecified circumstances dating all the way back to 2008,
7 would not be relevant here.

8 I also want to say that the idea that Mr. De Niro used
9 a bad word once to refer to his female business partner of the
10 last 35 years is absurd to put in front of the jury. It is not
11 probative of anything, it is only prejudicial, and it, too, is
12 outside of the statute of limitations. All of that should be
13 excluded. Again, we were very careful with Ms. Robinson to
14 make sure we are only talking about the last three years with
15 that kind of stuff.

16 THE COURT: Let me think about it overnight. See you
17 in the morning.

18 MR. HANNAFAN: I hate do this, your Honor.

19 THE COURT: If you have got it then what I am going to
20 do is I'm going to give everybody 15 more minutes to send their
21 letters to me. But, go ahead.

22 MR. HANNAFAN: Yes.

23 THE COURT: You got it.

24 MR. HANNAFAN: Your Honor, I would rather do it now
25 rather than tomorrow morning.

1 THE COURT: Absolutely.

2 MR. HANNAFAN: That is to come back, I know to your
3 Honor's favorite topic, the voicemail by Mr. De Niro.

4 During counsel's questions on Friday, he was asking
5 about recording, making the recording, recording your friends
6 and not telling people and he asked, and this is page 1246,
7 lines 3 and 4, he said: You also kept recordings of voicemails
8 that Mr. De Niro left you. So, again, bringing that up
9 specifically.

10 So, Mr. De Niro testified about there being a
11 recording and now counsel brings it up and he asked her whether
12 she had kept recordings of Mr. De Niro. So now the jury has
13 heard that twice and as we discussed previously, Mr. De Niro
14 said: Play it, play it. Go ahead and play it. Our concern,
15 your Honor, is that the jury has now heard about it and must be
16 thinking to themselves we don't want them to play it; that we,
17 the plaintiffs, don't want them to hear it, that there must be
18 something bad about it or detrimental to us and we don't want
19 to play it. And, obviously, we very much do want it play it.
20 I think with that question, certainly given what Mr. De Niro
21 said, that they have opened the door and it would be highly
22 prejudicial to us for the jury to think that there is a
23 recording of Mr. De Niro's voicemail that is bad for us and
24 that's why we are not playing it when it is absolutely not
25 true, it is the exact opposite.

1 MR. SCHOENSTEIN: May I, your Honor?

2 THE COURT: Yes.

3 MR. SCHOENSTEIN: So, it doesn't change the whole
4 point to this dispute. The question is whether Mr. De Niro
5 said anything during the statute of limitations period. The
6 questions were that in all the recordings she made she didn't
7 get anything with Mr. De Niro or Ms. Chen saying anything
8 inappropriate because that is relevant to the case and the
9 absence of any recording of him saying anything bad during the
10 relevant statute of limitations are the facts relevant to this
11 case. It did not open the door to reach into your bag, back
12 seven years, and find an old recording. It doesn't open the
13 door to a recording that is otherwise irrelevant to the case
14 and prejudicial.

15 THE COURT: So what was the relevance of the question
16 that you asked?

17 MR. SCHOENSTEIN: The relevance was that she had
18 recordings she had been making and she had recorded voicemails.
19 One of the exhibits that plaintiff played was a recorded
20 voicemail from Mr. De Niro that plaintiff played that. And I
21 said -- two. And I said you have been recording his
22 voicemails, you were recording his phone calls, but you don't
23 have anything with him saying anything bad, meaning relevant to
24 the case, meaning --

25 THE COURT: I'm going to stick with my ruling. I

1 don't think that that question opened up the door and I think,
2 from a 401 and 403 perspective, the call is excludable for a
3 number of reasons.

4 First of all, its relevance is extraordinarily
5 attenuated. The law is that having a boss who is overbearing
6 is not a violation of New York City Human Rights Law. The
7 notion that in, at one occasion in the past Mr. De Niro, when
8 according to everybody's testimony, was not woken up for a
9 meeting and he got upset and screamed at the plaintiff, is also
10 not at all -- does not bear on any of the issues in this case.
11 To the extent that it bears on any of the issues in the case,
12 if somebody could deem it to bear on the issues in the case,
13 its relevance is overcome by its prejudicial impact in the
14 terms that the rule speaks of. First of all, it is cumulative.
15 There has already been testimony, extensive testimony from the
16 plaintiff that Mr. De Niro screamed at the plaintiff and the
17 defendant hasn't touched the fact that Mr. De Niro, from time
18 to time, screamed at the plaintiff. Second of all, it would be
19 a distraction from the jury because the notion of being an
20 overbearing boss is not a relevant issue for the jury. Third,
21 it would consume time on an issue that really isn't relevant.
22 The jury doesn't have to hear why Mr. De Niro was upset that he
23 didn't get a call, whose fault it was that he didn't get a
24 call, what the meeting was that he missed or almost missed
25 because he didn't get the call, whether he was justified in

1 being angry because he didn't get the call, or whether he was
2 not justified in getting the call, all of which occurred long
3 before the events that are relevant in this case. So, on 401
4 and 403 grounds, the call is excluded.

5 Mr. Schoenstein, you had something or am I mistaken?

6 MR. SCHOENSTEIN: I was just going to, your Honor,
7 just for planning purposes, after -- if we do manage tomorrow
8 to complete plaintiff, the expert, and Mother Robinson, we will
9 be prepared to make our directed verdict application orally to
10 the Court.

11 THE COURT: And then do you expect to call any
12 witnesses after that? Or what is your sense?

13 MR. SCHOENSTEIN: We are still -- well, it depends a
14 little bit on the directed verdict rulings. We are still
15 considering Mr. Tasch and Mr. Dan Harvey. And actually, I
16 wanted to ask the Court if I have to put on Mr. Tasch for this
17 authentication issue. I'm wondering if everyone would consent
18 to do it by Zoom, since he actually lives in Florida.

19 THE COURT: Would the plaintiffs consent to that?

20 MR. HANNAFAN: Can we have a minute to talk amongst
21 ourselves?

22 THE COURT: Can you talk while I am on the bench so we
23 all have some certainty? Because otherwise he is going to have
24 to get Tasch on a plane.

25 MR. SCHOENSTEIN: And I left out, your Honor,

1 Dr. Resnick, our expert, we would put on in our rebuttal case,
2 if we have to.

3 (Counsel conferring)

4 MR. HANNAFAN: Obviously, your Honor, we would rather
5 he be here, but to be reasonable, we will agree to the Zoom for
6 Mr. Tasch.

7 THE COURT: Thanks. Let me know in the morning, and I
8 think you need to let the other side know, who you are going to
9 be calling.

10 MR. SCHOENSTEIN: Fair enough, your Honor.

11 THE COURT: See you all in the morning.

12 (Adjourned to November 7, 2023 at 9:00 a.m.)
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GRAHAM CHASE ROBINSON	
Cross By Mr. Schoenstein1299

PLAINTIFF EXHIBITS

Exhibit No.	Received
3911314
3921320
3931324
2581393

DEFENDANT EXHIBITS

Exhibit No.	Received
3261301
161340
2661348
1261353
921355
3251360
3281371
2591374
51378
3301379
3311381
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7	2881430
8	1521434
9	1691436
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13	1181447
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17	341456
18	2791458
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20	2141464
21	2211465
22	2831472
23	2271473
24	181476
25	2881482

1	231483
2	3141488
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