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Defendant and Cross-Complainant *pro se*

**SUPERIOR COURT OF THE STATE OF CALIFORNIA
COUNTY OF LOS ANGELES
CENTRAL DISTRICT**

KENDRICK MOXON

Plaintiff,

v.

GRAHAM BERRY,

Defendants.

GRAHAM E. BERRY, an individual;

Cross-Complainant,

v.

KENDRICK L. MOXON, an individual;

Cross-Defendant.

Case No. BC429217

**DEFENDANT AND CROSS-
COMPLAINANT'S APPENDIX NO. I
OF EXHIBITS AND REQUEST FOR
JUDICIAL NOTICE FILED AS PART OF
THE UNVERIFIED ANSWER AND
VERIFIED COMPULSARY CROSS-
COMPLAINT HEREIN.**

Action filed: January 5, 2010

[Filed concurrently with: (1) Judicial Council
of California Form MC-701 (C.C.P. §391.7;
(2) Appendix No. II of Exhibits [Exhibits B-
D]; (4) Appendix No. III of Exhibits
[Exhibits E-J] ; Unverified answer and
verified cross-complaint]

1 Mr. Hurtado; is that correct?

2 A That's correct.

3 Q How did you come to learn of any contact
4 between Mr. Moxon and Mr. Hurtado?

5 A There was a meeting at Mr. Moxon's office,
6 6255 Sunset, where Mr. Ingram was present with
7 Mr. Moxon. Numerous subjects were being discussed at
8 that time. Mr. Ingram said that he had located a
9 person --

10 MR. MOXON: Objection. Hearsay.

11 THE WITNESS: May I proceed?

12 MS. MATTHAI: Of course.

13 THE WITNESS: -- located a person who he
14 identified as Hurtado, asked me if I had ever heard of
15 Hurtado. I said, "No."

16 This person would say that Mr. Berry had
17 exchanged legal services for sexual favors.

18 MR. MOXON: Objection. Hearsay. Move to
19 strike.

20 BY MS. MATTHAI:

21 Q Was it your understanding that the person who
22 purportedly had exchanged sexual favors for legal
23 services by Mr. Berry was Mr. Hurtado?

24 A That was the name that was told me at that
25 point.

1 Q What was it in the meeting that --

2 MR. MOXON: I have a continuing objection to
3 hearsay.

4 MS. MATTHAI: Sure. There is no such objection
5 in deposition, Mr. Moxon, but you are welcome to have
6 it.

7 Q The testimony -- excuse me.

8 The discussion with regard to Mr. Hurtado at
9 this meeting, who was it that first identified the name
10 Hurtado?

11 A I believe it was Mr. Ingram.

12 Q Approximately when did this meeting in which
13 Mr. Hurtado was discussed take place?

14 A Give me a second. I'm trying to put things in
15 relationship to it.

16 It was either late -- December, '98, to
17 January, '99. I know it was probably a month or so
18 before Mr. Berry discussed his case against me. It
19 seemed like it was a month or so before.

20 Q Did anyone at that meeting state how they had
21 located Mr. Hurtado?

22 A There were two different conversations, and
23 they may have blended a little bit for me. There were
24 two conversations.

25 There was a conversation regarding a gentleman

1 who I was told by Ingram that they had located who was a
2 roommate or a -- a roommate of Mr. Berry's condo and
3 that this person had -- was on the cover of a gay
4 magazine and that Mr. Ingram was looking to find the
5 publisher or find out what -- what age this person was.

6 The second conversation surrounded this Hurtado
7 character and his having been at Berry's home, having --
8 it seems like that I remember him saying he had -- he
9 said he witnessed Mr. Berry involved with two other
10 people that were underage.

11 There was a blend of conversations, but that
12 was the theme or topic of that section of the
13 conversation.

14 Q Was there any discussion between you and
15 Mr. Ingram or you and Mr. Moxon with regard to
16 Mr. Hurtado's age?

17 A I don't believe so, no.

18 Q Was there -- did Mr. Moxon advise you at any
19 point that he was the attorney representing Mr. Hurtado?

20 A No.

21 Q Did Mr. Ingram advise you at any point that
22 Mr. Moxon was representing Mr. Hurtado?

23 A No.

24 Q Were any statements made by Mr. Moxon with
25 regard to what was intended to be done with any

1 information they had received through Mr. Hurtado?

2 A Rephrase that question. Repeat the question.

3 Q Sure. What was your understanding of -- let me
4 rephrase that, too.

5 Did either -- did Mr. Ingram say anything with
6 regard to what he intended to do with regard to any
7 information Mr. Hurtado had about Mr. Berry?

8 MR. MOXON: Could you read that back.

9 (The record was read.)

10 THE WITNESS: I believe he said something about
11 filing a Bar complaint. It seems like Mr. Ingram was
12 filing Bar complaints, or talking about it.

13 He was also in that conversation -- it seems
14 like Ingram was talking about leaving leaflets on cars
15 around Mr. Berry's neighborhood.

16 BY MS. MATTHAI:

17 Q Was it your understanding that the leafletting
18 of cars in Mr. Berry's neighborhood was connected
19 somehow to Mr. Hurtado?

20 A No. It was just another part of that
21 conversation, I think.

22 Q Was there any -- were there any statements made
23 by Mr. Moxon with regard to what, if anything, he
24 intended to do with information received from
25 Mr. Hurtado pertaining to Graham Berry?

1 A No.

2 Q Did you at any time have any conversations with
3 Mr. Moxon about the lawsuit brought by Mr. Hurtado
4 against Mr. Berry?

5 A I think that -- I believe there was a phone
6 call somewhere around February, maybe March of 1999 when
7 Mr. Moxon and I were talking about Day of the Child and
8 other subjects, and he -- I remember he brought it up,
9 "You remember that Hurtado kid," and there being some
10 kind of court date or something? It was nothing
11 specific.

12 MS. MATTHAI: It's probably coffee.

13 (Interruption.)

14 BY MS. MATTHAI:

15 Q Do you recall anything else that was said
16 during the meeting at which Mr. Moxon and Mr. Ingram
17 were present concerning Mr. Hurtado?

18 A The original conversation regarding Hurtado
19 sort of spawned other conversations. I discussed one of
20 the charities involved. The Day of the Child was an
21 organization called L.A. Youth Center, Children Youth
22 Center, something Youth Center.

23 There I met with the director of that, a
24 gentleman named Jason Whitman, and I said that I could
25 speak to Mr. Whitman regarding -- Mr. Whitman worked

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1 something else.

2 You had five minutes of a very, very brief area
3 of attempted relevance and learned that this witness
4 does not know anything concerning any of the issues in
5 this case. Now, you are going into other areas again;
6 so I'm suspending it for that purpose.

7 MS. MATTHAI: Mr. Moxom --

8 MR. MOXON: If you can give me dates in which
9 you are available, I will attempt to put the motion on
10 at a mutually convenient time.

11 If you have anything else you want to tell me
12 as to why you believe Mr. Ingram's further
13 communications with Mr. Cipriano or my personal
14 communications or anything else are relevant to this
15 case, please tell me what they are.

16 MS. MATTHAI: Mr. Moxon, you made a protective
17 order attempting to prevent the taking of this
18 deposition. That was denied.

19 MR. MOXON: That was ex parte.

20 MS. MATTHAI: Excuse me.

21 MR. MOXON: That was ex parte. That is
22 inaccurate.

23 MS. MATTHAI: Mr. Moxon, I've given you the
24 courtesy allowing you to finish your statements. I
25 would appreciate your giving me the same courtesy, as

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1 answered. You are going through the same thing besides
2 being irrelevant.

3 BY MS. MATTHAI:

4 Q And did you, in fact, go to a meeting with
5 Mr. Ingram and his boss?

6 A Yes.

7 Q And was Mr. Moxon identified as Mr. Ingram's
8 boss?

9 MR. MOXON: Objection. You have to let me make
10 my objections; so pause for a moment. I have to make a
11 record. It's -- by the way, when we finished the part
12 about Hurtado, it was approximately 2:30.

13 Objection. Relevance. 2025(n).

14 BY MS. MATTHAI:

15 Q When you came to the meeting was Mr. Moxon
16 identified as Mr. Ingram's boss?

17 MR. MOXON: Objection. Relevance. 2025(n).

18 THE WITNESS: Is there a question there?

19 MS. MATTHAI: Yeah, there was.

20 Q Was Mr. Moxon identified as Mr. Ingram's boss?

21 A Yes.

22 Q Okay. What was discussed in the meeting, other
23 than the identification of Mr. Moxon as Mr. Ingram's
24 boss?

25 MR. MOXON: Objection. Relevance. 2025(n).

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1 MR. MOXON: You agree that I have a continuing
2 objection on 2025(n)?

3 MS. MATTHAI: I agree that everything that you
4 have raised as objections you are raising to everything
5 that I ask this man.

6 MR. MOXON: I don't want my silence to be
7 construed as not objecting. Since you intend to violate
8 the rule, I'm going to sit here.

9 MS. MATTHAI: Mr. Court Reporter, can you help
10 us out and read back my question.

11 (The record was read.)

12 THE WITNESS: I believe it was March, 1998. I
13 think the 18th or 19th.

14 BY MS. MATTHAI:

15 Q Up until that point in time had you had any
16 conversations with Graham Berry about his lawsuit
17 against you?

18 A No.

19 Q Did you, in fact, retain the law offices of
20 Moxon & Kobrin to represent you in the
21 "Berry versus Cipriano" case?

22 A Yes, I did.

23 Q Did you at any time pay any legal fees to the
24 law firm of Moxon & Kobrin for that representation?

25 A No, I did not.

1 Q Did you at any time pay any money for the costs
2 or expenses of the lawsuit?

3 A No.

4 Q You were also represented in that action by
5 Mr. Soter; is that correct?

6 A I believe so. I met him once.

7 Q Did you have conversations with Mr. Soter on
8 occasions other than that meeting?

9 A No.

10 Q So is my understanding correct that there was
11 only one occasion in which you talked to Mr. Soter?

12 A I met and spoke to Mr. Soter at the time I
13 signed a retainer agreement with Wasserman, Comden,
14 Casselman.

15 The next time I heard his voice was at the
16 August 20th hearing last year where he was present by
17 telephone.

18 Q And what was the nature of that proceeding?

19 A Defined Mr. Berry as a vexatious litigant.

20 THE REPORTER: I'm sorry?

21 THE WITNESS: Defined Mr. Berry as a vexatious
22 litigant.

23 BY MS. MATTHAI:

24 Q At the time of the conversation -- let me
25 rephrase that.

1 demonstrates the purpose of this deposition. That is
2 what Berry has been saying for years, "That any black
3 eye for Moxon is a good deed as far as I'm concerned,"
4 it's a quote from Berry, "and my agenda is to 'bite
5 Scientology in the butt.'"

6 That's what he said to other people on the
7 record, and that's why he has been found to be a
8 vexatious litigant by several different courts, upheld
9 by the Court of Appeal, upheld by the Federal Court,
10 sanctioned \$28,000 for it.

11 And so if you really think that a question like
12 that is remotely relevant, Edith, I suggest you give us
13 what your proffer of relevance is.

14 MS. MATTHAI: Would you reread the question,
15 Les, please.

16 (The record was read.)

17 THE WITNESS: No.

18 BY MS. MATTHAI:

19 Q After Mr. -- let me ask did this way: Was --
20 did you pay any legal fees to Wasserman, Comden &
21 Casselman?

22 A In fact -- no. In fact, the retainer agreement
23 specifically stated that Moxon & Kobrin was responsible
24 for paying the legal fees to Wasserman, Comden &
25 Casselman.

1 A No.

2 Q Have you heard from any source, other than
3 Mr. Berry or Ms. Scott, that Mr. Ingram offered anything
4 of value to Mr. Hurtado?

5 A No.

6 Q At the -- during the course of the
7 "Berry versus Cipriano" case were you provided with an
automobile by Mr. Moxon?

9 A Yes.

10 Q And what was the automobile that you are were
11 provided with?

12 A A four-door Saturn.

13 Q Four-door Saturn?

14 A (There was no audible response.)

15 Q And when was it that you were provided with
16 that automobile?

17 A It seems like it was September or October of
18 '98.

19 Q How did it come about that you were provided
20 with a four-door Saturn?

21 A I was driving a white Jeep Sonoma leased by
22 Christine Gregos, and that vehicle was repossessed by
23 Ms. Gregos, and Mr. Moxon -- I called Mr. Moxon.

24 Mr. Moxon said, "You obviously need an
25 automobile."

1 He said to go look for one that day, and I did.

2 I called him from the dealership, the Saturn
3 dealership, said I chose the car that I wanted, and he
4 got on the phone with the sales agent or leasing agent
5 with the Saturn dealership and negotiated the deal.

6 Q Was that car purchased or leased?

7 A Leased.

8 Q Do you know whose name the lease was in?

9 A My copy that I saw said "Kendrick L. Moxon."

10 THE REPORTER: I'm sorry?

11 THE WITNESS: "Kendrick L. Moxon."

12 BY MS. MATTHAI:

13 Q What was your understanding of why you were
14 being provided with the Saturn automobile?

15 MR. MOXON: Any problems with it?

16 THE WITNESS: To drive. For me to drive and
17 use in the course of my business and go back and forth
18 between Los Angeles and Palm Springs.

19 BY MS. MATTHAI:

20 Q Did you have any understanding at all of why it
21 was that Mr. Moxon would lease the car for you?

22 A It was a understanding -- my understanding was
23 that I was staying a course of action and these things
24 were being provided to me by Rick and/or Rick and
25 company to stay the course with the litigation, to --

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1 and to help me with Day of the Child program, the
2 company.

3 Q When you say "stay the course," what do you
4 mean by that?

5 A Not step into a -- not to say anything about
6 the exaggerations.

7 Come on. I told you today is the truth day.

8 MR. MOXON: Yeah. Then, let's have the truth.

9 Fine. Let's have the truth.

10 BY MS. MATTHAI:

11 Q Had you finished your answer, Mr. Cipriano?

12 A Yes.

13 Q Were there any benefits provided to you other
14 than the Saturn during the course of the
15 "Berry versus Cipriano" case?

16 MR. MOXON: By Berry?

17 THE WITNESS: An apartment. A condo was leased
18 in Palm Springs 285 [sic] Caballeros.

19 THE REPORTER: I'm sorry?

20 THE WITNESS: Caballeros, C-a-b-a-l-l-e-r-o-s.

21 MR. MOXON: The purpose of this deposition --
22 this is a gross abuse.

23 We are staying until cross-examination is
24 finished; right?

25 THE WITNESS: Are you asking me?

1 MR. MOXON: I'm asking everyone.

2 MS. MATTHAI: Mr. Moxon, you'll have your
3 opportunity to cross-examine.

4 Could we let the witness finish his answer,
5 please.

6 THE WITNESS: A house was leased, 1050 or 1055
7 Racquet Club in Palm Springs; a judgment was paid off in
8 Atlantic City, Atlantic County, New Jersey; various
9 infusions of cash to pay for food and expenses; costs to
10 get Day of the Child's original corporation filed; a
11 loan of 2500 initially to pay up my existing debts with
12 regards to Ms. Gregos, Christine Gregos.

13 There's probably more, but that is the general
14 idea.

15 Q When was the apartment at 285 [sic] Caballeros
16 leased?

17 A I believe it was July of '98.

18 Q How did it come about that that apartment was
19 leased?

20 A I had moved to Palm Springs, California,
21 staying at a friend's house to get away from L.A., to
22 get away from the whole situation -- from my
23 ex-girlfriend, from Berry -- just the whole situation,
24 the lawsuit.

25 I prepared budgets and numbers and corporation

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1 paperwork for Day of the Child -- not corporation
2 paperwork, but projections and so forth, budgets.

3 It was my understanding that certain things
4 were going to be taken care of by Mr. Moxon and company.

5 I was down there, I think probably a month and
6 got upset that certain things weren't being taken care
7 of.

8 Mr. Moxon was called by a gentleman,
9 Donald Snodgrass, asked or told -- I wasn't privy to
10 that conversation. But for whatever reason, it ended up
11 with Mr. Ingram and Mr. Moxon showing up in Palm Springs
12 that evening.

13 Mr. Snodgrass said a number of things to
14 Mr. Moxon and Mr. Ingram to my being upset that certain
15 things weren't done. And I had left a note for
16 Mr. Moxon:

17 "Lost home. Lost job. Lost
18 work. Lost me."

19 Mr. Moxon wrote on the note in return:

20 "I'm sorry. I didn't understand.
21 Please get -- call me at your
22 earliest -- the following two or
23 three days."

24 I called him on a Sunday or Monday, and we
25 talked. He apologized for not understanding and said to

YK

1 go out and find an apartment to rent and to let him
2 know, fax him the lease application and numbers and so
3 forth.

4 Q And did you, in fact, find the apartment and
5 lease it after those conversations occurred?

6 A Yes.

7 Q What was the monthly amount of the lease on the
8 apartment?

9 A It was 500 a month.

10 Q Did you make any of those payments?

11 A No.

12 Q Do you know who did make the payments on the
13 apartment?

14 A I understood that Rick did.

15 Q And what was the basis of your understanding
16 that Mr. Moxon made the payments on the apartment which
17 was leased at 285 [sic] Caballeros?

18 A Repeat the question.

19 Q Sure. You said that it was your understanding
20 that Mr. Moxon made those payments.

21 And my question is: What was the basis of your
22 understanding that he made the payment?

23 A I questioned him.

24 Q During the time that you lived at the address,
25 I take it it was your understanding that the rent was

1 being paid?

2 A Yes.

3 Q And did you know of anyone --

4 A The lease is written that way, that I was the
5 occupant, and the responsible person for the rental
6 payments was Mr. Moxon.

7 Q For how long did you live at the apartment
8 which had been leased at 285 [sic] Caballeros?

9 A July, August, September, October, November,
10 December -- I think it was 7 months. The lease was
11 written for 7 1/2 months, I believe.

12 Q Why did you move out of that apartment?

13 A Because the lease ended.

14 Q And where did you move after you left that
15 apartment?

16 A To a four- or five-bedroom house on
17 Racquet Club Road in Palm Springs.

18 Q And who signed the lease on the house at
19 Racquet Club Road in Palm Springs?

20 A I believe Mr. Moxon.

21 Q Did you sign any paperwork in order to lease
22 the house on Racquet Club?

23 A I believe the lease was written with
24 Kendrick Moxon or Moxon & Kobrin for occupants Robert
25 and Leslie Cipriano, which was incorrect, but

1 Robert Cipriano.

2 Q Did you, in fact, move into that house?

3 A Yes, I did.

4 Q Did you ever make any rental payment on that
5 house?

6 A No.

7 Q For how long did you live at the house on
8 Racquet Club?

9 A January, February, March -- I personally lived
10 in the house probably a total of a month, maybe a little
11 more.

12 I was -- I subleased the house, because I
13 returned to Los Angeles, to pay for the rent, cover the
14 rent, to other people on a month-to-month basis.

15 Q When -- at the time you subleased the house,
16 was the rent still being paid by Mr. Moxon, to your
17 understanding?

18 A I don't know. I don't know whether money was
19 passing through the tenant directly to him or whether it
20 was going directly to the landlord --

21 Q Okay. Let me see if I can --

22 A -- the owner.

23 Q After you moved out of the house.

24 A I have to research my records. I can't answer
25 that accurately right now. I have to look.

1 Mr. Snodgrass?

2 A This was handed back to me, yes.

3 Q And was it after that that you heard from
4 Mr. Moxon that you should go head and lease the place on
5 Caballeros?

6 A It was the end of that week, I believe. I
7 called Rick, returned his call. I believe I called
8 Rick -- I had a conversation that night after Ingram --
9 after Rick and Ingram had gotten back to Los Angeles.

10 Q What was the substance of that conversation?

11 A Trying to figure out where the confusion was,
12 why people didn't understand what was going on. Ingram
13 said that Rick was very upset and didn't -- just very
14 upset.

15 Then I remember another conversation later, I
16 think it was a Friday or Sunday afternoon or morning.
17 There was a conversation with Rick and I alone on the
18 telephone. Rick said that -- to go ahead out, call an
19 agent or find a place.

20 MS. MATTHAI: We'll mark as Exhibit 7 a copy of
21 a lease agreement for 280 South Avenida Caballeros.

22 (The document referred to was marked for
23 identification as Defendant's Exhibit 7
24 by the Certified Shorthand Reporter and
25 is attached hereto.)

1 BY MS. MATTHAI:

2 Q Have you ever seen that document before?

3 A Yes.

4 Q And is that the lease agreement for the
5 apartment you occupied on 280 South Avenida Caballeros,
6 No. 236?

7 A Yes.

8 Q There was a security deposit that was made
9 before your moving into the apartment; is that correct?

10 A I believe -- yes.

11 Q Do you know who paid that security deposit?

12 A I assume it was Rick.

13 Q Did you pay it?

14 A No.

15 Q Was there a reason that the apartment on
16 Caballeros was not released or that rental term extended
17 when the lease was up?

18 That's a very complicated way of my trying
19 asking you: Why is it that you moved from Caballeros
20 over to Racquet Club?

21 A I wish I could say I was still there. It's a
22 nice place.

23 There was a need by Leslie and myself to move
24 her child in with us, and we needed a bigger place.

25 I think, also, there was something going on

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1 with the landlord wanting to -- they get more rent
2 certain times of year. That time of the year is their
3 high season. They didn't want to renew or -- but it was
4 basically that we wanted to move out into a bigger
5 place.

6 MS. MATTHAI: I'll show you a document that
7 we'll mark as Exhibit 8.

8 (The document referred to was marked for
9 identification as Defendant's Exhibit 8
10 by the Certified Shorthand Reporter and
11 is attached hereto.)

12 BY MS. MATTHAI:

13 Q Do you recognize that document?

14 A Looks like a lease for a Saturn.

15 Q And was it a silver 1999 Saturn that was leased
16 by Mr. Moxon for you to drive?

17 A That's correct.

18 Q Did -- were you told by anyone that the amount
19 that was paid for the lease on the Saturn was a loan?

20 A A loan to me?

21 Q Yes.

22 A No.

23 Q Was it your understanding -- did you have any
24 understanding that you would have any obligation to
25 repay any amounts that were paid for the lease on the

1 Saturn?

2 A No.

3 Q Were you ever told by anyone that the amounts
4 that were paid for the lease on the Caballeros apartment
5 were loans to you?

6 A No.

7 Q Did you at any time have any understanding that
8 you had an obligation to repay the rental payments which
9 had been made on your behalf?

10 A No.

11 Q Were you at any time told that the rental
12 payments that were made on the Racquet Club Drive home
13 were a loan to you?

14 A Did I understand them to be a loan?

15 Q Yes.

16 A No.

17 Q Did you -- were you at any time told you would
18 have to repay the amounts that were paid in rent on the
19 Racquet Club Drive home?

20 A No.

21 Q Was it your understanding that the payment of
22 the rent on the Avenida Caballeros apartment was in
23 return for your continuing cooperation in the
24 "Berry versus Cipriano" case?

25 A Correct.

1 Q Was it your understanding that the payments on
2 the rental of the Racquet Club Drive home were in return
3 for your cooperation of "Berry versus Cipriano" case?

4 A Yes.

5 Q Was it your understanding that the payments on
6 the lease of the Saturn automobile were made in return
7 for your cooperation in the "Berry versus Cipriano"
8 case?

9 A Correct.

10 Q There was a judgment -- let me rephrase that.
11 There had been a judgment entered against you
12 in New Jersey in connection with the restitution order
13 that you mentioned earlier today; correct?

14 A That's correct.

15 Q Was it that judgment that was paid off during
16 the case of the -- during the course of the
17 "Berry versus Cipriano" litigation?

18 A Was that a question?

19 Q Was that the judgment that was paid off?

20 A Yes.

21 Q How much was that judgment?

22 A Originally, it was -- remaining -- the original
23 balance was 24,500. I paid it down to 18,500. An
24 attorney in New Jersey was somehow retained or brought
25 in and that was negotiated from 18,500 down to 9500, I

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1 believe.

2 Q And was the \$9500 amount paid?

3 A Yes, it was.

4 Q By whom was it paid?

5 A Mr. Levinson, the attorney in New Jersey, said
6 the money came from Mr. Moxon -- Mr. Moxon's law firm,
7 Mr. Moxon.

8 Q Were you ever told that the \$9500 used to pay
9 off the judgment in New Jersey was a loan to you?

10 A No.

11 Q Were you ever told that there was an
12 expectation that you would pay back the \$9500 used to
13 pay off the judgment in New Jersey?

14 A No.

15 Q Was it your understanding that the pay off of
16 the judgment in New Jersey was in return for your
17 cooperation in the "Berry versus Cipriano" case?

18 A Yes, and it was to get rid of the judgment
19 problem in New Jersey so Mr. Berry couldn't use it in
20 relationship to discredit me in the case.

21 MS. MATTHAI: I'm going to show you Exhibit 9,
22 which is an automobile insurance document, if I
23 understand it.

24 Can you give that to Mr. Moxon.

25 ///

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1 (The document referred to was marked for
2 identification as Defendant's Exhibit 9
3 by the Certified Shorthand Reporter and
4 is attached hereto.)

5 BY MS. MATTHAI:

6 Q Have you seen document before?

7 A Yes.

8 Q What is your understanding of what Exhibit 9
9 is?

10 A It looks like an insurance policy on an
11 automobile.

12 Q Insurance policy for the Saturn?

13 A Yes.

14 Q Who paid for the insurance coverage on the
15 Saturn?

16 A I did. Oops.

17 Q Didn't know that.

18 A Actually, Mr. Snodgrass paid the first payment,
19 and I believe I paid the rest.

20 Q Okay. And were those from personal funds that
21 you made the payment on the automobile insurance?

22 A I was provided money from Mr. Moxon's office
23 weekly or bimonthly, and I used it for groceries or
24 office supplies for Day of the Child or whatever. I
25 believe it was part of the money vis-a-vis Mr. Moxon.

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1 At that time, I used it to pay the \$38 [sic] or whatever
2 the heck it was, \$139 for the insurance.

3 Q In what form did this money from Mr. Moxon's
4 office come? Cash? Check? Money order?

5 A There were Western Union or MoneyGram transfers
6 from Los Angeles to Palm Springs to my attention.

7 There were checks from Moxon & Kobrin's
8 checking account that I would go to the Wells Fargo
9 across the street to cash to help me pay for things.

10 Q Any other form in which you got money from
11 Mr. Moxon?

12 A Eventually, there was donations by
13 Isadore Chait for a \$1,000 on the Day of the Child in
14 care of Moxon & Kobrin. That was the original loan from
15 somebody named Jeffrey Barton, Northern California, I
16 believe. There was also the remainder of the money from
17 the money sent to New Jersey to settle the settlement.

18 I believe that was it.

19 Q Okay. The loan of \$2500, in order to pay off
20 your debt to Ms. Gregos, was that loan documented with a
21 promissory note?

22 A After the fact the promissory note was drafted,
23 and I did sign it.

24 Q Okay. And was the promissory note in the
25 amount of \$2500?

1 things."

2 Q And you signed that promissory note at that
3 time?

4 A A week or two later, a month later.

5 Q Was that the first money that you had received
6 through Mr. Moxon's offices?

7 A Yes.

8 Q When was it that you started getting the
9 MoneyGram transfers?

10 A I was in Palm Springs.

11 Q At or about the same time that the Avenida
12 Caballeros --

13 A June or July of '98, yeah.

14 Q And approximately -- were these regular
15 payments that were made?

16 A I would call and say I needed, you know,
17 something or other, needed something -- telephone or
18 electric bill or food bill, whatever.

19 Q Was there any set amount per month for these
20 payments?

21 A No.

22 Q Do you have an estimate of how much was paid to
23 you through Mr. Moxon's auspices on these MoneyGram
24 transfers?

25 A Collectively?

1 Q Yes.

2 A Probably 2,000, 2500 total.

3 Q Would that total include both the MoneyGrams
4 and the checks?

5 A No.

6 Q How much was paid to you by check?

7 A Several thousand over a period of time.

8 Q Unfortunately, different people have different
9 ideas of what "several" means.

10 Can you give me any estimate?

11 A I won't try to guess. I mean the checks came
12 in amounts of 300, 500, 600, 700, 200, 500. They were
13 all used to support me or Day of the Child and my
14 activities in Palm Springs. I would have to do an
15 accounting to know exactly.

16 Q Do you have any records which would reflect the
17 amount that you received through these MoneyGram
18 transfers?

19 A Yes. You have them.

20 Q So you believe there are records of those
21 transfers in the boxes of documents that --

22 A There is my records of what was happening at
23 certain times and what was needed at certain times and
24 so forth.

25 Q Were you ever told that these cash transfers

1 were loans?

2 A No.

3 Q Were you ever told that you were expected to
4 repay the MoneyGram and check funds that had been sent
5 to you?

6 A No.

7 Q Was it your understanding that the funds that
8 you received through the MoneyGrams and checks from
9 Moxon & Kobrin were in return for your cooperation in
10 the "Berry versus Cipriano" case?

11 A Repeat the question.

12 Q Sure. Was it your understanding that the
13 MoneyGram transfers and the checks from Moxon & Kobrin
14 were being paid to you in return for your cooperation in
15 the "Berry versus Cipriano" case?

16 A My understanding.

17 Q Did -- how did the formation of the Day of the
18 Child come about?

19 By that, let me ask a more clear question.

20 THE WITNESS: You are not objecting?

21 MR. MOXON: I'm objecting. I've objected to
22 all of this.

23 In fact, the Judge already told her Day of the
24 Child is irrelevant to this case and granted our motion
25 for protective order regarding Day of the Child

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1 MR. MOXON: Before we --

2 MS. MATTHAI: Let me ask him the question so
3 he's got it there before we start saying a bunch of
4 other stuff. Okay?

5 What was the last question and answer?

6 (The record was read.)

7 MS. MATTHAI: Now, while we were off the
8 record, we agreed on -- that is, Mr. Moxon and I agreed
9 on the -- a couple of things with regard to this
10 deposition.

11 One of the agreements that was made was that
12 the deposition transcript will be sealed until such time
13 as Mr. Moxon has an opportunity to make any motions
14 which he wishes to make.

15 And by that sealing, it's my understanding that
16 the deposition will not be disseminated to anyone. It
17 will not be used for any purpose other than any motions
18 or filings in connection with this case that is the
19 "Hurtado versus Berry" case.

20 And that to the extent the deposition or
21 portions of the deposition are filed with the Court in
22 connection with any law and motion proceedings in the
23 "Hurtado versus Berry" case, the deposition will be
24 filed with the Court under seal.

25 Obviously, Mr. Cipriano is entitled to review

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1 the original of the deposition.

2 And I would simply ask if Mr. Cipriano is
3 agreeable to not disseminating it to anyone else in
4 connection with any review he may make of the original
5 deposition transcript pending any motions that are made
6 by Mr. Moxon.

7 MR. MOXON: I agree with all that.

8 The transcript, of course, can be reviewed here
9 or the court reporter's office.

10 MS. MATTHAI: Okay.

11 The idea, Mr. Cipriano, is to -- Mr. Moxon has
12 asserted a number of objections which, obviously, he and
13 I disagree about. This would give Mr. Moxon an
14 opportunity to make any motions he may wish to make in
15 connection with the deposition before the deposition is
16 actually disseminated.

17 THE WITNESS: Is there a time frame on that?

18 MS. MATTHAI: I would say that any motions that
19 Mr. Moxon wishes to make should be within 30 days after
20 he receives his copy of the deposition transcript.

21 MR. MOXON: Agreed.

22 MR. BERRY: Otherwise, it's no seal?

23 MS. MATTHAI: Yeah.

24 If no motions are made and there's no ruling
25 that would continue that seal, the deposition can be

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1 used for any purpose.

2 MR. MOXON: I agree.

3 THE WITNESS: My concern with that is that I am
4 currently going through the files of all litigation
5 between "Berry v Cipriano," "Berry v Barton," "Berry v
6 Miscavige" from the beginning of time to current.

7 I still have not received my files back from
8 Mr. Moxon's law firm as of yet. I have received some
9 files from Mr. Soter.

10 With regards to my conclusion at the end of my
11 review of those files as to whether I pursue any type of
12 action against Mr. Berry or Mr. Moxon or the law firms,
13 as far as statute of limitations, this being a sealed
14 record, I don't know if it would toll it or not.

15 MR. MOXON: We're just talking about the
16 transcript. We're talking about the transcript of this
17 deposition.

18 MS. MATTHAI: Only the written transcript
19 itself. It -- it --

20 MR. MOXON: You can do anything with the -

21 MR. BERRY: Well, if Mr. Moxon wants to
22 stipulate to stay any statute of limitations --

23 MS. MATTHAI: Graham --

24 MR. BERRY: -- I will similarly extend, as
25 well. I mean, if that accommodates Robert's --

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1 Q And during that first conversation was it your
2 understanding that Mr. Moxon agreed to provide
3 assistance with regards to the establishment of Day of
4 the Child?

5 MR. MOXON: I object to the way you are asking
6 questions about understanding of things as opposed to
7 asking about facts. I object. It's asking about an
8 understanding as opposed what is said and so all other
9 objections.

10 It's vague and, obviously, framed intentionally
11 to include what people "understand" as opposed to what
12 people did.

13 I move to strike all the questions and answers.

14 MS. MATTHAI: Certainly.

15 Q When -- on the first occasion when you
16 discussed Day of the Child with Mr. Moxon, was it your
17 understanding that he would assist in arranging funding
18 for the establishment of the organization?

19 A Yes.

20 Q What was your understanding of -- let me
21 rephrase that.

22 Was Day of the Child, in fact, incorporated?

23 A It became incorporated.

24 Q Who did the legal work of the incorporation for
25 Day of the Child?

1 A A combination of Mr. Moxon and the organization
2 or company out of Las Vegas, Nevada, called Legal
3 Offices, Inc., or Legal Plus, Inc.

4 Q Did you pay any money to Mr. Moxon or his firm
5 for the legal services that he did in connection with
6 the formulation of Day of the Child?

7 A No.

8 Q Did you pay any of the costs associated with
9 the formation of the corporation, that is, filing fees
10 with the State or anything of that nature?

11 A Did I pay for those fees?

12 Q Yes.

13 A No.

14 Q Do you know who did pay for those fees?

15 A Mr. Moxon.

16 Q Was there a filing for 501(c)(3) tax except
17 status?

18 A There was a filing application.

19 Q Who prepared that filing application?

20 A The accounting firm of Brabo, B-r-a-b-o,
21 Carlson & Cahill, C-a-h-i-l-l.

22 Q Was the form filed with any taxing entity, to
23 your knowledge?

24 A It was filed with the IRS, Department of
25 Treasury.

1 I was instructed or asked by Mr. Moxon to send
2 them packages on Day of the Child and what we were
3 trying to do and so forth so that they could make
4 donations.

5 Q Was a fundraising solicitation for Day of the
6 Child made to anyone other than Mr. Bowles and
7 Mr. Chait?

8 A I'd have to have access to my records to answer
9 that question.

10 Q Okay. As you sit here today, can you identify
11 any solicitations of funds other than to Mr. Bowles and
12 Mr. Chait?

13 A Mr. Moxon. Mr. Moxon was basically the main
14 donor or provider of funds for Day of the Child.

15 Q Okay. Did the funds that were donated by
16 Mr. Moxon -- let me rephrase that. Let me withdraw
17 that.

18 Were the donations that came from Mr. Moxon
19 made by check?

20 A Again, all forms -- Western Union, MoneyGram,
21 checks.

22 Q Were you ever given any information of the
23 source of the funds that were donated by Mr. Moxon?

24 A Information was that the check or -- which
25 would say "Moxon & Kobrin," their corporate or legal

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1 account, where the money came from Western Union, I
2 supposed Judy or his secretary sent money from her or
3 from him.

4 Q But to the extent that there were checks
5 received, they were Moxon & Kobrin checks?

6 A Correct.

7 Q Were you ever given any information as to what
8 the original source of those funds was? In other words,
9 whether they had come from someplace not --

10 A I had an understanding.

11 Q And what was your understanding?

12 MR. MOXON: Objection. Asking for an
13 understanding --

14 THE WITNESS: My understanding --

15 MR. MOXON: I need to put an objection on the
16 record. Again, she's doing this. This is a game where
17 she is asking for what somebody thinks or somebody's
18 understanding is as supposed to the knowledge.

19 Depositions are supposed to be knowledge.
20 Ms. Matthai obviously wants it for some other purpose
21 other than actual evidence.

22 I will object to the question. It's vague,
23 ambiguous, calls for speculation, does not call for
24 knowledge.

25 ///

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I, LES F. MARTIN, CSR No. 3286, RPR, certify:

That the foregoing deposition of
ROBERT J. CIPRIANO was taken before me at the time and
place therein set forth, at which time the witness was
put under oath by me;

That the testimony of the witness and all
objections made at the time of the deposition were
recorded stenographically by me and were thereafter
reduced to a computerized transcript under my direction;

That the foregoing transcript is a true record
of the testimony of the witness and of all objections
and colloquy made at the time of the deposition.

I further certify that I am neither counsel for
nor related to any party to said action nor in anywise
interested in the outcome thereof.

IN WITNESS WHEREOF, I have subscribed my name
this 24th day of August, 2000.



LES F. MARTIN, CSR No. 3286, RPR