r	Case3.10-md-02124-SI Document26-12 Filed04/22/10 Page2 of 37
	Page 1
1	UNITED STATES DISTRICT COURT
2	FOR THE NORTHERN DISTRICT OF CALIFORNIA
3	SAN FRANCISCO
4	
5	CEDRIC BRADY, DR. CHARLES HOVDEN,)
6	MARION HOVDEN, DR. EUGENE KREPS,)
7	DR. JOHN MCNAMARA, DR. HISAJI)
8	SAKAI, and JEAN SAKAI,)
9	Individually and on Behalf of)
10	All Others Similarly Situated,) No. 3:08-CV-05746-SI
11	Plaintiffs,)
12	vs.)
13	CONSECO LIFE INSURANCE COMPANY,)
14	Defendant.)
15)
16)
17	
18	
19	VIDEOTAPED DEPOSITION OF R. EUGENE KREPS, M.D.
20	SUNDAY, JANUARY 10, 2010
21	
22	
23	÷
24	
25	PAGES 1 - 138

Case3:10-md-02124-S1 Document26 Page 2	F12 Filed04/22/10 Page3 of 37
rage 2 1 2 3 4 DEPOSITION OF R. EUGENE KREPS, M.D., 5 taken at Four Embarcadero Center, 6 Suite 3800, San Francisco, California, 7 commencing at 10:08 a.m., Sunday, 8 January 10, 2010, before Janis Jennings, 9 CSR No. 3942, CLR, CRP. 10 11 12 13 14 15 16 17 17 18 19 20 21 22 23 24 25 24	 SAN FRANCISCO, CALIFORNIA; SUNDAY, JANUARY 10, 2010; 10:08 a.m. 000 THE VIDEOGRAPHER: Good morning. We are on the record, ladies and gentlemen. at 10:08 a.m. 10:08AM on January 10th, 2010. This is the videotaped deposition of Eugene Kreps, M.D. My name is Benjamin Gerald here with our court reporter Janis Jennings. We are here from 10:08AM Veritext National Deposition & Litigation Services at the request of counsel for defendant. This deposition is being held at Four Embarcadero Center, in the City of San Francisco, California. 10:09AM The caption of this case is Cedric Brady. et al., versus Conseco Life Insurance Company. The case number is 3:08-CV-05746-SI. The time is 10:09 a.m. and we are off the record. 10:09AM (Off the record.) THE VIDEOGRAPHER: The time is 10:11 a.m. and we are back on the record. Please note that audio and video recording will take place unless all parties agree to go off 10:11AM
	Dec 5
Page 3 1 APPEARANCES OF COUNSEL: 2 3 FOR THE PLAINTIFF: 4 MILLSTEIN & ASSOCIATES 5 BY: DAVID J. MILLSTEIN, ESQ. 6 100 The Embarcadero, Suite 200 7 San Francisco, California 94105 8 415.348.0348 9 dmillstein@millstein-law.com	Page 5 1 the record. Microphones are sensitive and may pick 2 up whispers, private conversations and cellular 3 interference. 4 At this time will counsel please identify 5 themselves and state whom they represent. 10:11AM 6 MR. LISY: Christopher Lisy for Defendant 7 Conseco Life Insurance Company. 8 MR. MILLSTEIN: David Millstein for 9 plaintiffs.
 10 11 FOR THE DEFENDANT: 12 SKADDEN, ARPS, SLATE, MEAGHER & FLOM LLP 13 BY: CHRISTOPHER A. LISY, ESQ. 14 One Beacon Street 15 Boston, Massachusetts 02108 16 617.573.4883 17 christopher.lisy@skadden.com 18 19 ALSO PRESENT: 20 BENJAMIN GERALD, VIDEOGRAPHER 21 22 23 24 25 	 10 THE VIDEOGRAPHER: Thank you. 10:12AM 11 Will the reporter please swear the 12 witness. 13 14 R. EUGENE KREPS, M.D., 15 The deponent herein, was sworn and 16 testified as follows: 17 18 THE VIDEOGRAPHER: Thank you. 19 Please proceed. 20 21 EXAMINATION 22 BY MR. LISY: 23 Q. Good morning, Dr. Kreps. 24 A. Good morning. 25 Q. My name is Christopher Lisy. I represent 10:12AM

2 (Pages 2 to 5)

	Case3:10-md-02124-SI Document26		Filed04/22/10 Page4 of 37
	Page 6		Page #
1	Conseco Life Insurance Company and I introduced	1	Q. If you don't understand a question that
2	myself off the record.	2	I've asked you, please ask me to rephrase it or
3	Would you please state your full name for	3	repeat it and I'll do my best to make it agreeable
4	the record, please.	4	and understandable to you.
5	A. Ralph Eugene Kreps. 10:12AM	5	Is that agreeable? I0:15AM
6	Q. What's your address, sir?	6	A. Yes.
17	A. My current address is 5520 Lanai Court,	7	Q. Okay. If you need to take a break at any
8	Discovery Bay, California.	8	time today, please let me know. We have water and
9	Q. Have you ever been deposed before?	9	coffee here in the room. I'll probably go about an
10	A. Yes. 10:12AM	10	hour between breaks, but if you need to take one 10:15AM
11	Q. When was that?	п	sooner, just ask.
12	A. Numerous times during the period when I	12	A. Fine.
13	was in active practice.	13	Q. And the only thing I'd ask is that you not
14	Q. Active practice for what?	14	ask for a break while a question is pending, which
15	A. 1 practiced neurosurgery until 1993. 10:13AM	15	means while I've asked you a question but before 10:15AM
16	Q. In what capacity were you deposed numerous	16	you've given me an answer.
17	times?	17	Is that okay?
18	A. I saw a lot of trauma cases which resulted	18	A. Correct.
19	in personal injury litigations, I had a lot of	19	Q. Okay. If there's any reason that you need
20	Workman's Compensation patients which resulted in 10:13AM	20	to amend an answer that you've given earlier in the 10:15AM
21	numerous depositions, I also gave depositions in	21	day, please let me know and we'll be happy to do
22	murder cases when I would see patients deceased	22	that. And if you need to reference any documents
23	or otherwise in the emergency rooms.	23	over the course of the day, please let me know that
24	Q. You were deposed both as a treating	24	as well.
25	witness and as an expert witness? 10:13AM	25	A. Could I ask that those curtains be drawn? 10:15AM
\vdash			
1.	Page 7		Page 9
1	A. Usually as a treating witness, sometimes		The glare is overwhelming.
2	as an expert.	2	Q. Certainly.
3	Q. Approximately how many times have you been	3	A. You can probably just pull it. Thank you.
4	deposed?	i .	
	•	4	The sun hitting that fog just is atrocious
5	A. Oh, goodness. Somewhere between 25 and 10:14AM	45	The sun hitting that fog just is atrocious as far as glare is concerned. 10:16AM
6	A. Oh, goodness. Somewhere between 25 and 10:14AM 50 times.	4 5 6	The sun hitting that fog just is atrocious as far as glare is concerned. 10:16AM Q. I understand.
6 7	 A. Oh, goodness. Somewhere between 25 and 10:14AM 50 times. Q. Well, you may be even more familiar with 	4 5 6 7	The sun hitting that fog just is atrocious as far as glare is concerned. 10:16AM Q. I understand. Are you taking any medication or drugs
6 7 8	 A. Oh, goodness. Somewhere between 25 and 10:14AM 50 times. Q. Well, you may be even more familiar with the process than I am, but let me go over a few 	4 5 6 7 8	The sun hitting that fog just is atrocious as far as glare is concerned. 10:16AM Q. I understand. Are you taking any medication or drugs today that would impair your ability to remember or
6 7 8 9	 A. Oh, goodness. Somewhere between 25 and 10:14AM 50 times. Q. Well, you may be even more familiar with the process than I am, but let me go over a few ground rules that you've probably heard before. 	4 5 6 7 8 9	The sun hitting that fog just is atrocious as far as glare is concerned. 10:16AM Q. I understand. Are you taking any medication or drugs today that would impair your ability to remember or to otherwise testify accurately?
6 7 8 9 10	 A. Oh, goodness. Somewhere between 25 and 10:14AM 50 times. Q. Well, you may be even more familiar with the process than I am, but let me go over a few ground rules that you've probably heard before. Hopefully they'll make our day go a little bit more 10:14AM 	4 5 7 8 9 10	The sun hitting that fog just is atrocious as far as glare is concerned. 10:16AM Q. I understand. Are you taking any medication or drugs today that would impair your ability to remember or to otherwise testify accurately? A. No. 10:16AM
6 7 8 9 10 11	 A. Oh, goodness. Somewhere between 25 and 10:14AM 50 times. Q. Well, you may be even more familiar with the process than I am, but let me go over a few ground rules that you've probably heard before. Hopefully they'll make our day go a little bit more 10:14AM smoothly today. 	4 5 7 8 9 10	The sun hitting that fog just is atrocious as far as glare is concerned. 10:16AM Q. Lunderstand. Are you taking any medication or drugs today that would impair your ability to remember or to otherwise testify accurately? A. No. 10:16AM Q. Is there any other reason that you can
6 7 8 9 10 11 12	 A. Oh, goodness. Somewhere between 25 and 10:14AM 50 times. Q. Well, you may be even more familiar with the process than I am, but let me go over a few ground rules that you've probably heard before. Hopefully they'll make our day go a little bit more 10:14AM smoothly today. You understand that you've been that 	4 5 7 8 9 10 11 12	The sun hitting that fog just is atrocious as far as glare is concerned. 10:16AM Q. I understand. Are you taking any medication or drugs today that would impair your ability to remember or to otherwise testify accurately? A. No. 10:16AM Q. Is there any other reason that you can think of that would prevent you from giving full,
6 7 8 9 10 11 12 13	 A. Oh, goodness. Somewhere between 25 and 10:14AM 50 times. Q. Well, you may be even more familiar with the process than I am, but let me go over a few ground rules that you've probably heard before. Hopefully they'll make our day go a little bit more 10:14AM smoothly today. You understand that you've been that you've taken an oath and that oath has the same 	4 5 7 8 9 10 11 12 13	The sun hitting that fog just is atrocious as far as glare is concerned. 10:16AM Q. I understand. Are you taking any medication or drugs today that would impair your ability to remember or to otherwise testify accurately? A. No. 10:16AM Q. Is there any other reason that you can think of that would prevent you from giving full, complete and truthful answers to my questions?
6 7 8 9 10 11 12 13 14	 A. Oh, goodness. Somewhere between 25 and 10:14AM 50 times. Q. Well, you may be even more familiar with the process than I am, but let me go over a few ground rules that you've probably heard before. Hopefully they'll make our day go a little bit more 10:14AM smoothly today. You understand that you've been that you've taken an oath and that oath has the same force and effect as if you were testifying in a 	4 5 7 8 9 10 11 12 13 14	The sun hitting that fog just is atrocious as far as glare is concerned. 10:16AM Q. I understand. Are you taking any medication or drugs today that would impair your ability to remember or to otherwise testify accurately? A. No. 10:16AM Q. Is there any other reason that you can think of that would prevent you from giving full, complete and truthful answers to my questions? A. Only a lack of recall.
6 7 8 9 10 11 12 13 14 15	 A. Oh, goodness. Somewhere between 25 and 10:14AM 50 times. Q. Well, you may be even more familiar with the process than I am, but let me go over a few ground rules that you've probably heard before. Hopefully they'll make our day go a little bit more 10:14AM smoothly today. You understand that you've been that you've taken an oath and that oath has the same force and effect as if you were testifying in a court of law? 10:14AM 	4 5 7 8 9 10 11 12 13 14 15	The sun hitting that fog just is atrocious as far as glare is concerned. 10:16AM Q. I understand. Are you taking any medication or drugs today that would impair your ability to remember or to otherwise testify accurately? A. No. 10:16AM Q. Is there any other reason that you can think of that would prevent you from giving full, complete and truthful answers to my questions? A. Only a lack of recall. Q. What did you do to prepare for your 10:16AM
6 7 8 9 10 11 12 13 14 15 16	 A. Oh, goodness. Somewhere between 25 and 10:14AM 50 times. Q. Well, you may be even more familiar with the process than I am, but let me go over a few ground rules that you've probably heard before. Hopefully they'll make our day go a little bit more 10:14AM smoothly today. You understand that you've been that you've taken an oath and that oath has the same force and effect as if you were testifying in a court of law? 10:14AM A. Yes. 	4 5 7 8 9 10 11 12 13 14 15 16	The sun hitting that fog just is atrocious as far as glare is concerned. 10:16AM Q. I understand. Are you taking any medication or drugs today that would impair your ability to remember or to otherwise testify accurately? A. No. 10:16AM Q. Is there any other reason that you can think of that would prevent you from giving full, complete and truthful answers to my questions? A. Only a lack of recall. Q. What did you do to prepare for your 10:16AM deposition today?
6 7 8 9 10 11 12 13 14 15 16 17	 A. Oh, goodness. Somewhere between 25 and 10:14AM 50 times. Q. Well, you may be even more familiar with the process than I am, but let me go over a few ground rules that you've probably heard before. Hopefully they'll make our day go a little bit more 10:14AM smoothly today. You understand that you've been that you've taken an oath and that oath has the same force and effect as if you were testifying in a court of law? Q. You understand that you're obligated 	4 5 7 8 9 10 11 12 13 14 15 16 17	The sun hitting that fog just is atrocious as far as glare is concerned. 10:16AM Q. I understand. Are you taking any medication or drugs today that would impair your ability to remember or to otherwise testify accurately? A. No. 10:16AM Q. Is there any other reason that you can think of that would prevent you from giving full, complete and truthful answers to my questions? A. Only a lack of recall. Q. What did you do to prepare for your 10:16AM deposition today? A. I simply met with Mr. Millstein on Friday
6 7 8 9 10 11 12 13 14 15 16 17 18	 A. Oh, goodness. Somewhere between 25 and 10:14AM 50 times. Q. Well, you may be even more familiar with the process than I am, but let me go over a few ground rules that you've probably heard before. Hopefully they'll make our day go a little bit more 10:14AM smoothly today. You understand that you've been that you've taken an oath and that oath has the same force and effect as if you were testifying in a court of law? 10:14AM A. Yes. Q. You understand that you're obligated to give full, complete and truthful answers to 	4 5 6 7 8 9 10 11 12 13 14 15 16 17 18	The sun hitting that fog just is atrocious as far as glare is concerned. 10:16AM Q. I understand. Are you taking any medication or drugs today that would impair your ability to remember or to otherwise testify accurately? A. No. 10:16AM Q. Is there any other reason that you can think of that would prevent you from giving full, complete and truthful answers to my questions? A. Only a lack of recall. Q. What did you do to prepare for your 10:16AM deposition today? A. I simply met with Mr. Millstein on Friday and then I made sure that I had reviewed some
6 7 8 9 10 11 12 13 14 15 16 17 18 19	 A. Oh, goodness. Somewhere between 25 and 10:14AM 50 times. Q. Well, you may be even more familiar with the process than I am, but let me go over a few ground rules that you've probably heard before. Hopefully they'll make our day go a little bit more 10:14AM smoothly today. You understand that you've been that you've taken an oath and that oath has the same force and effect as if you were testifying in a court of law? 10:14AM A. Yes. Q. You understand that you're obligated to give full, complete and truthful answers to my questions? 	4 5 6 7 8 9 10 11 12 13 14 15 16 17 18 19	The sun hitting that fog just is atrocious as far as glare is concerned. 10:16AM Q. I understand. Are you taking any medication or drugs today that would impair your ability to remember or to otherwise testify accurately? A. No. 10:16AM Q. Is there any other reason that you can think of that would prevent you from giving full, complete and truthful answers to my questions? A. Only a lack of recall. Q. What did you do to prepare for your 10:16AM deposition today? A. I simply met with Mr. Millstein on Friday and then I made sure that I had reviewed some documents in making sure that they were in
6 7 8 9 10 11 12 13 14 15 16 17 18 19 20	 A. Oh, goodness. Somewhere between 25 and 10:14AM 50 times. Q. Well, you may be even more familiar with the process than I am, but let me go over a few ground rules that you've probably heard before. Hopefully they'll make our day go a little bit more 10:14AM smoothly today. You understand that you've been that you've taken an oath and that oath has the same force and effect as if you were testifying in a court of law? 10:14AM A. Yes. A. Yes. 10:14AM 	4 5 6 7 8 9 10 11 12 13 14 15 16 17 18 19 20	The sun hitting that fog just is atrocious as far as glare is concerned. 10:16AM Q. I understand. Are you taking any medication or drugs today that would impair your ability to remember or to otherwise testify accurately? A. No. 10:16AM Q. Is there any other reason that you can think of that would prevent you from giving full, complete and truthful answers to my questions? A. Only a lack of recall. Q. What did you do to prepare for your 10:16AM deposition today? A. I simply met with Mr. Millstein on Friday and then I made sure that I had reviewed some
6 7 8 9 10 11 12 13 14 15 16 17 18 19 20 21	 A. Oh, goodness. Somewhere between 25 and 10:14AM 50 times. Q. Well, you may be even more familiar with the process than I am, but let me go over a few ground rules that you've probably heard before. Hopefully they'll make our day go a little bit more 10:14AM smoothly today. You understand that you've been that you've taken an oath and that oath has the same force and effect as if you were testifying in a court of law? 10:14AM A. Yes. Q. You understand that you're obligated to give full, complete and truthful answers to my questions? A. Yes. 10:14AM Q. Okay. For the benefit of the court 	4 5 6 7 8 9 10 11 12 13 14 15 16 17 18 19 20 21	The sun hitting that fog just is atrocious as far as glare is concerned. 10:16AM Q. I understand. Are you taking any medication or drugs today that would impair your ability to remember or to otherwise testify accurately? A. No. 10:16AM Q. Is there any other reason that you can think of that would prevent you from giving full, complete and truthful answers to my questions? A. Only a lack of recall. Q. What did you do to prepare for your 10:16AM deposition today? A. I simply met with Mr. Millstein on Friday and then I made sure that I had reviewed some documents in making sure that they were in chronological order. 10:17AM Q. You met with Mr. Millstein this past
6 7 8 9 10 11 12 13 14 15 16 17 18 19 20 21 22	 A. Oh, goodness. Somewhere between 25 and 10:14AM 50 times. Q. Well, you may be even more familiar with the process than I am, but let me go over a few ground rules that you've probably heard before. Hopefully they'll make our day go a little bit more 10:14AM smoothly today. You understand that you've been that you've taken an oath and that oath has the same force and effect as if you were testifying in a court of law? 10:14AM A. Yes. Q. You understand that you're obligated to give full, complete and truthful answers to my questions? A. Yes. A. Yes. D:14AM Q. Okay. For the benefit of the court reporter, you'll need to speak up and give oral 	4 5 6 7 8 9 10 11 12 13 14 15 16 17 18 19 20	The sun hitting that fog just is atrocious as far as glare is concerned. 10:16AM Q. I understand. Are you taking any medication or drugs today that would impair your ability to remember or to otherwise testify accurately? A. No. 10:16AM Q. Is there any other reason that you can think of that would prevent you from giving full, complete and truthful answers to my questions? A. Only a lack of recall. Q. What did you do to prepare for your 10:16AM deposition today? A. I simply met with Mr. Millstein on Friday and then I made sure that I had reviewed some documents in making sure that they were in chronological order. 10:17AM
6 7 8 9 10 11 12 13 14 15 16 17 18 19 20 21 22 23	 A. Oh, goodness. Somewhere between 25 and 10:14AM 50 times. Q. Well, you may be even more familiar with the process than I am, but let me go over a few ground rules that you've probably heard before. Hopefully they'll make our day go a little bit more 10:14AM smoothly today. You understand that you've been that you've taken an oath and that oath has the same force and effect as if you were testifying in a court of law? 10:14AM A. Yes. Q. You understand that you're obligated to give full, complete and truthful answers to my questions? A. Yes. A. Yes. A. Yes. Chay. For the benefit of the court reporter, you'll need to speak up and give oral answers rather than shaking your head or giving 	4 5 6 7 8 9 10 11 12 13 14 15 16 17 18 19 20 21	The sun hitting that fog just is atrocious as far as glare is concerned. 10:16AM Q. I understand. Are you taking any medication or drugs today that would impair your ability to remember or to otherwise testify accurately? A. No. 10:16AM Q. Is there any other reason that you can think of that would prevent you from giving full, complete and truthful answers to my questions? A. Only a lack of recall. Q. What did you do to prepare for your 10:16AM deposition today? A. I simply met with Mr. Millstein on Friday and then I made sure that I had reviewed some documents in making sure that they were in chronological order. 10:17AM Q. You met with Mr. Millstein this past Friday? A. Yes.
6 7 8 9 10 11 12 13 14 15 16 17 18 19 20 21 22	 A. Oh, goodness. Somewhere between 25 and 10:14AM 50 times. Q. Well, you may be even more familiar with the process than I am, but let me go over a few ground rules that you've probably heard before. Hopefully they'll make our day go a little bit more 10:14AM smoothly today. You understand that you've been that you've taken an oath and that oath has the same force and effect as if you were testifying in a court of law? 10:14AM A. Yes. Q. You understand that you're obligated to give full, complete and truthful answers to my questions? A. Yes. A. Yes. D:14AM Q. Okay. For the benefit of the court reporter, you'll need to speak up and give oral 	4 5 6 7 8 9 10 11 12 13 14 15 16 17 18 19 20 21 22	The sun hitting that fog just is atrocious as far as glare is concerned. 10:16AM Q. I understand. Are you taking any medication or drugs today that would impair your ability to remember or to otherwise testify accurately? A. No. 10:16AM Q. Is there any other reason that you can think of that would prevent you from giving full, complete and truthful answers to my questions? A. Only a lack of recall. Q. What did you do to prepare for your 10:16AM deposition today? A. I simply met with Mr. Millstein on Friday and then I made sure that I had reviewed some documents in making sure that they were in chronological order. 10:17AM Q. You met with Mr. Millstein this past Friday?

3 (Pages 6 to 9)

	Case3:10-md-02124-St Document26	112	
	Page 10		Page 12
1	Q. How long did that meeting last?	1	A. A gentleman by the name of Lynn Pierce who
2	A. Probably somewhere in the 45 minutes	2	wanted to meet with me today. I think that's about
3	to an hour.	3	all.
4	Q. Where did that meeting occur?	4	Q. Who's Mr. Pierce?
5	A. In Mr. Millstein's office. 10:17AM	5	A. He's a friend of mine. We were meeting 10:20AM
6	Q. Who was present?	6	relative to some church problems.
7	A. Mr. Millstein and myself for most of the	7	Q. To matters not related to this lawsuit?
8	time and then my wife returned from a shopping trip	8	A. Oh, no, not at all.
9	and sat in the room.	9	Q. Have you ever spoken with any of the other
10	Q. Was anyone else present? 10:17AM	10	plaintiffs in this matter? 10:20AM
11	A. No.	11	A. No.
12	Q. Did anyone participate by telephone?	12	Q. Have you ever met any of the other
13	A. No.	13	plaintiffs?
14	Q. Did you review documents at that meeting?	14	A. No.
15	A. Yes. To some degree. 10:17AM	15	Q. I'd like to take a bit of time and talk 10:20AM
16	Q. Okay. Which documents?	16	about your background, educational and employment.
17	MR. MILLSTEIN: Counsel, I'll represent	17	What's the highest level of schooling that you've
18	that the documents that were produced was the set	18	completed?
19	that he was given.	19	A. An MD degree.
20	You can answer the question if you 10:18AM	20	Q. When did you receive that? 10:20AM
21	THE WITNESS: What documents were there?	21	A. I believe 1957.
22	Primarily reports that I had received from Conseco.	22	Q. From what institution?
23	BY MR. LISY:	23	A. University of Illinois.
24	Q. Okay. What else?	24	Q. Working backwards from that, did you
25	A. That was all. 10:18AM	25	attend college? 10:21AM
		ļ	
ł	Page 1)		Page 13
 1	Page 11 O Did you review your policy?	,	Page 13
1	Q. Did you review your policy?	1	A. Yes.
2	Q. Did you review your policy? A. No.	2	A. Yes. Q. Which college?
	Q. Did you review your policy?A. No.Q. Did you review any correspondence from	2 3	A. Yes.Q. Which college?A. Augustana College.
2 3	 Q. Did you review your policy? A. No. Q. Did you review any correspondence from Conseco? 	2 3 4	 A. Yes. Q. Which college? A. Augustana College. Q. That's also in Illinois?
2 3 4 5	 Q. Did you review your policy? A. No. Q. Did you review any correspondence from Conseco? A. Yes. 10:18AM 	2 3 4 5	 A. Yes. Q. Which college? A. Augustana College. Q. That's also in Illinois? A. Yes. 10:21AM
2 3 4	 Q. Did you review your policy? A. No. Q. Did you review any correspondence from Conseco? A. Yes. 10:18AM Q. Which correspondence? 	2 3 4 5 6	 A. Yes. Q. Which college? A. Augustana College. Q. That's also in Illinois? A. Yes. 10:21AM Q. What year did you graduate from Augustana
2 3 4 5 6	 Q. Did you review your policy? A. No. Q. Did you review any correspondence from Conseco? A. Yes. 10:18AM Q. Which correspondence? A. Oh, my. Numerous letters that they had 	2 3 4 5 6 7	 A. Yes. Q. Which college? A. Augustana College. Q. That's also in Illinois? A. Yes. 10:21AM Q. What year did you graduate from Augustana College?
2 3 4 5 6 7	 Q. Did you review your policy? A. No. Q. Did you review any correspondence from Conseco? A. Yes. 10:18AM Q. Which correspondence? A. Oh, my. Numerous letters that they had sent to me and mainly reports. 	2 3 4 5 6	 A. Yes. Q. Which college? A. Augustana College. Q. That's also in Illinois? A. Yes. 10:21AM Q. What year did you graduate from Augustana College? A. '53. 1953, that is. Not 1853.
2 3 4 5 6 7 8	 Q. Did you review your policy? A. No. Q. Did you review any correspondence from Conseco? A. Yes. 10:18AM Q. Which correspondence? A. Oh, my. Numerous letters that they had sent to me and mainly reports. Q. Did you review any documents to prepare 	2 3 4 5 6 7 8	 A. Yes. Q. Which college? A. Augustana College. Q. That's also in Illinois? A. Yes. 10:21AM Q. What year did you graduate from Augustana College? A. '53. 1953, that is. Not 1853. Q. Did you go right to the University of
2 3 4 5 6 7 8 9	 Q. Did you review your policy? A. No. Q. Did you review any correspondence from Conseco? A. Yes. 10:18AM Q. Which correspondence? A. Oh, my. Numerous letters that they had sent to me and mainly reports. Q. Did you review any documents to prepare for this deposition other than the ones that you 10:18AM 	2 3 4 5 6 7 8 9	 A. Yes. Q. Which college? A. Augustana College. Q. That's also in Illinois? A. Yes. 10:21AM Q. What year did you graduate from Augustana College? A. '53. 1953, that is. Not 1853. Q. Did you go right to the University of Illinois from medical school upon graduating? 10:21AM
2 3 4 5 6 7 8 9 10	 Q. Did you review your policy? A. No. Q. Did you review any correspondence from Conseco? A. Yes. 10:18AM Q. Which correspondence? A. Oh, my. Numerous letters that they had sent to me and mainly reports. Q. Did you review any documents to prepare 	2 3 4 5 6 7 8 9 10	 A. Yes. Q. Which college? A. Augustana College. Q. That's also in Illinois? A. Yes. 10:21AM Q. What year did you graduate from Augustana College? A. '53. 1953, that is. Not 1853. Q. Did you go right to the University of Illinois from medical school upon graduating? 10:21AM A. Yes.
2 3 4 5 6 7 8 9 10 11	 Q. Did you review your policy? A. No. Q. Did you review any correspondence from Conseco? A. Yes. 10:18AM Q. Which correspondence? A. Oh, my. Numerous letters that they had sent to me and mainly reports. Q. Did you review any documents to prepare for this deposition other than the ones that you 10:18AM reviewed at your meeting with Mr. Millstein? A. No. 	2 3 4 5 6 7 8 9 10 11 12	 A. Yes. Q. Which college? A. Augustana College. Q. That's also in Illinois? A. Yes. 10:21AM Q. What year did you graduate from Augustana College? A. '53. 1953, that is. Not 1853. Q. Did you go right to the University of Illinois from medical school upon graduating? 10:21AM A. Yes. Q. Did you ever attend any other
2 3 4 5 6 7 8 9 10 11 12	 Q. Did you review your policy? A. No. Q. Did you review any correspondence from Conseco? A. Yes. 10:18AM Q. Which correspondence? A. Oh, my. Numerous letters that they had sent to me and mainly reports. Q. Did you review any documents to prepare for this deposition other than the ones that you 10:18AM reviewed at your meeting with Mr. Millstein? A. No. 	2 3 4 5 6 7 8 9 10 11	 A. Yes. Q. Which college? A. Augustana College. Q. That's also in Illinois? A. Yes. 10:21AM Q. What year did you graduate from Augustana College? A. '53. 1953, that is. Not 1853. Q. Did you go right to the University of Illinois from medical school upon graduating? 10:21AM A. Yes.
2 3 4 5 6 7 8 9 10 11 12 13	 Q. Did you review your policy? A. No. Q. Did you review any correspondence from Conseco? A. Yes. 10:18AM Q. Which correspondence? A. Oh, my. Numerous letters that they had sent to me and mainly reports. Q. Did you review any documents to prepare for this deposition other than the ones that you 10:18AM reviewed at your meeting with Mr. Millstein? A. No. Q. Did you do any independent preparation for 	2 3 4 5 6 7 8 9 10 11 12 13	 A. Yes. Q. Which college? A. Augustana College. Q. That's also in Illinois? A. Yes. 10:21AM Q. What year did you graduate from Augustana College? A. '53. 1953, that is. Not 1853. Q. Did you go right to the University of Illinois from medical school upon graduating? 10:21AM A. Yes. Q. Did you ever attend any other undergraduate institutions besides Augustana? A. No.
2 3 4 5 6 7 8 9 10 11 12 13 14	 Q. Did you review your policy? A. No. Q. Did you review any correspondence from Conseco? A. Yes. 10:18AM Q. Which correspondence? A. Oh, my. Numerous letters that they had sent to me and mainly reports. Q. Did you review any documents to prepare for this deposition other than the ones that you 10:18AM reviewed at your meeting with Mr. Millstein? A. No. Q. Did you do any independent preparation for your deposition? 	2 3 4 5 6 7 8 9 10 11 12 13 14	 A. Yes. Q. Which college? A. Augustana College. Q. That's also in Illinois? A. Yes. 10:21AM Q. What year did you graduate from Augustana College? A. '53. 1953, that is. Not 1853. Q. Did you go right to the University of Illinois from medical school upon graduating? 10:21AM A. Yes. Q. Did you ever attend any other undergraduate institutions besides Augustana? A. No. Q. Other than the MD that you received from 10:22AM
2 3 4 5 6 7 8 9 10 11 12 13 14 15	 Q. Did you review your policy? A. No. Q. Did you review any correspondence from Conseco? A. Yes. 10:18AM Q. Which correspondence? A. Oh, my. Numerous letters that they had sent to me and mainly reports. Q. Did you review any documents to prepare for this deposition other than the ones that you 10:18AM reviewed at your meeting with Mr. Millstein? A. No. Q. Did you do any independent preparation for your deposition? A. No. 10:19AM 	2 3 4 5 6 7 8 9 10 11 12 13 14 15	 A. Yes. Q. Which college? A. Augustana College. Q. That's also in Illinois? A. Yes. Q. What year did you graduate from Augustana College? A. '53. 1953, that is. Not 1853. Q. Did you go right to the University of Illinois from medical school upon graduating? 10:21AM A. Yes. Q. Did you ever attend any other undergraduate institutions besides Augustana? A. No. Q. Other than the MD that you received from 10:22AM the University of Illinois, do you have any other
2 3 4 5 6 7 8 9 10 11 12 13 14 15 16	 Q. Did you review your policy? A. No. Q. Did you review any correspondence from Conseco? A. Yes. 10:18AM Q. Which correspondence? A. Oh, my. Numerous letters that they had sent to me and mainly reports. Q. Did you review any documents to prepare for this deposition other than the ones that you 10:18AM reviewed at your meeting with Mr. Millstein? A. No. Q. Did you do any independent preparation for your deposition? A. No. 10:19AM Q. Other than your attorneys and your wife, 	2 3 4 5 6 7 8 9 10 11 12 13 14 15 16	 A. Yes. Q. Which college? A. Augustana College. Q. That's also in Illinois? A. Yes. 10:21AM Q. What year did you graduate from Augustana College? A. '53. 1953, that is. Not 1853. Q. Did you go right to the University of Illinois from medical school upon graduating? 10:21AM A. Yes. Q. Did you ever attend any other undergraduate institutions besides Augustana? A. No. Q. Other than the MD that you received from 10:22AM the University of Illinois, do you have any other
2 3 4 5 6 7 8 9 10 11 12 13 14 15 16 17	 Q. Did you review your policy? A. No. Q. Did you review any correspondence from Conseco? A. Yes. 10:18AM Q. Which correspondence? A. Oh, my. Numerous letters that they had sent to me and mainly reports. Q. Did you review any documents to prepare for this deposition other than the ones that you 10:18AM reviewed at your meeting with Mr. Millstein? A. No. Q. Did you do any independent preparation for your deposition? A. No. 10:19AM Q. Other than your attorneys and your wife, did you talk to anyone else about your deposition? 	2 3 4 5 6 7 8 9 10 11 12 13 14 15 16 17	 A. Yes. Q. Which college? A. Augustana College. Q. That's also in Illinois? A. Yes. 10:21AM Q. What year did you graduate from Augustana College? A. '53. 1953, that is. Not 1853. Q. Did you go right to the University of Illinois from medical school upon graduating? 10:21AM A. Yes. Q. Did you ever attend any other undergraduate institutions besides Augustana? A. No. Q. Other than the MD that you received from 10:22AM the University of Illinois, do you have any other advanced degrees? A. I think halfway through the medical
2 3 4 5 6 7 8 9 10 11 12 13 14 15 16 17 18	 Q. Did you review your policy? A. No. Q. Did you review any correspondence from Conseco? A. Yes. 10:18AM Q. Which correspondence? A. Oh, my. Numerous letters that they had sent to me and mainly reports. Q. Did you review any documents to prepare for this deposition other than the ones that you 10:18AM reviewed at your meeting with Mr. Millstein? A. No. Q. Did you do any independent preparation for your deposition? A. No. 10:19AM Q. Other than your attorneys and your wife, did you talk to anyone else about your deposition? A. No. Other than to inform people that I 	2 3 4 5 6 7 8 9 10 11 12 13 14 15 16 17 18	 A. Yes. Q. Which college? A. Augustana College. Q. That's also in Illinois? A. Yes. 10:21AM Q. What year did you graduate from Augustana College? A. '53. 1953, that is. Not 1853. Q. Did you go right to the University of Illinois from medical school upon graduating? 10:21AM A. Yes. Q. Did you ever attend any other undergraduate institutions besides Augustana? A. No. Q. Other than the MD that you received from 10:22AM the University of Illinois, do you have any other advanced degrees? A. I think halfway through the medical school they gave us a degree of Master of Science or
2 3 4 5 6 7 8 9 10 11 12 13 14 15 16 17 18 19	 Q. Did you review your policy? A. No. Q. Did you review any correspondence from Conseco? A. Yes. 10:18AM Q. Which correspondence? A. Oh, my. Numerous letters that they had sent to me and mainly reports. Q. Did you review any documents to prepare for this deposition other than the ones that you 10:18AM reviewed at your meeting with Mr. Millstein? A. No. Q. Did you do any independent preparation for your deposition? A. No. 10:19AM Q. Other than your attorneys and your wife, did you talk to anyone else about your deposition? A. No. Other than to inform people that I wouldn't be in certain places because I was giving 	2 3 4 5 6 7 8 9 10 11 12 13 14 15 16 17 18 19	 A. Yes. Q. Which college? A. Augustana College. Q. That's also in Illinois? A. Yes. 10:21AM Q. What year did you graduate from Augustana College? A. '53. 1953, that is. Not 1853. Q. Did you go right to the University of Illinois from medical school upon graduating? 10:21AM A. Yes. Q. Did you ever attend any other undergraduate institutions besides Augustana? A. No. Q. Other than the MD that you received from 10:22AM the University of Illinois, do you have any other advanced degrees? A. I think halfway through the medical
2 3 4 5 6 7 8 9 10 11 12 13 14 15 16 17 18 19 20	 Q. Did you review your policy? A. No. Q. Did you review any correspondence from Conseco? A. Yes. 10:18AM Q. Which correspondence? A. Oh, my. Numerous letters that they had sent to me and mainly reports. Q. Did you review any documents to prepare for this deposition other than the ones that you 10:18AM reviewed at your meeting with Mr. Millstein? A. No. Q. Did you do any independent preparation for your deposition? A. No. 10:19AM Q. Other than your attorneys and your wife, did you talk to anyone else about your deposition? A. No. Other than to inform people that I wouldn't be in certain places because I was giving a deposition. 10:19AM 	2 3 4 5 6 7 8 9 10 11 12 13 14 15 16 17 18 19 20	 A. Yes. Q. Which college? A. Augustana College. Q. That's also in Illinois? A. Yes. 10:21AM Q. What year did you graduate from Augustana College? A. '53. 1953, that is. Not 1853. Q. Did you go right to the University of Illinois from medical school upon graduating? 10:21AM A. Yes. Q. Did you ever attend any other undergraduate institutions besides Augustana? A. No. Q. Other than the MD that you received from 10:22AM the University of Illinois, do you have any other advanced degrees? A. I think halfway through the medical school they gave us a degree of Master of Science or something. I don't really remember because it was 10:22AM
2 3 4 5 6 7 8 9 10 11 12 13 14 15 16 17 18 19 20 21	 Q. Did you review your policy? A. No. Q. Did you review any correspondence from Conseco? A. Yes. 10:18AM Q. Which correspondence? A. Oh, my. Numerous letters that they had sent to me and mainly reports. Q. Did you review any documents to prepare for this deposition other than the ones that you 10:18AM reviewed at your meeting with Mr. Millstein? A. No. Q. Did you do any independent preparation for your deposition? A. No. 10:19AM Q. Other than your attorneys and your wife, did you talk to anyone else about your deposition? A. No. 0ther than to inform people that I wouldn't be in certain places because I was giving a deposition. 10:19AM Q. Did you talk with anybody about the 	2 3 4 5 6 7 8 9 10 11 12 13 14 15 16 17 18 19 20 21	 A. Yes. Q. Which college? A. Augustana College. Q. That's also in Illinois? A. Yes. 10:21AM Q. What year did you graduate from Augustana College? A. '53. 1953, that is. Not 1853. Q. Did you go right to the University of Illinois from medical school upon graduating? 10:21AM A. Yes. Q. Did you ever attend any other undergraduate institutions besides Augustana? A. No. Q. Other than the MD that you received from 10:22AM the University of Illinois, do you have any other advanced degrees? A. I think halfway through the medical school they gave us a degree of Master of Science or something. I don't really remember because it was 10:22AM
2 3 4 5 6 7 8 9 10 11 12 13 14 15 16 17 18 19 20 21 22	 Q. Did you review your policy? A. No. Q. Did you review any correspondence from Conseco? A. Yes. 10:18AM Q. Which correspondence? A. Oh, my. Numerous letters that they had sent to me and mainly reports. Q. Did you review any documents to prepare for this deposition other than the ones that you 10:18AM reviewed at your meeting with Mr. Millstein? A. No. Q. Did you do any independent preparation for your deposition? A. No. 10:19AM Q. Other than your attorneys and your wife, did you talk to anyone else about your deposition? A. No. Other than to inform people that I wouldn't be in certain places because I was giving a deposition. 10:19AM Q. Did you talk with anybody about the substance of the testimony you expected to give? 	2 3 4 5 6 7 8 9 10 11 12 13 14 15 16 17 18 19 20 21 22	 A. Yes. Q. Which college? A. Augustana College. Q. That's also in Illinois? A. Yes. Q. What year did you graduate from Augustana College? A. '53. 1953, that is. Not 1853. Q. Did you go right to the University of Illinois from medical school upon graduating? 10:21AM A. Yes. Q. Did you ever attend any other undergraduate institutions besides Augustana? A. No. Q. Other than the MD that you received from 10:22AM the University of Illinois, do you have any other advanced degrees? A. I think halfway through the medical school they gave us a degree of Master of Science or something. I don't really remember because it was 10:22AM pretty much irrelevant. Q. Do you recall what discipline the master's of science was in?
2 3 4 5 6 7 8 9 10 11 12 13 14 15 16 17 18 19 20 21 22 23	 Q. Did you review your policy? A. No. Q. Did you review any correspondence from Conseco? A. Yes. 10:18AM Q. Which correspondence? A. Oh, my. Numerous letters that they had sent to me and mainly reports. Q. Did you review any documents to prepare for this deposition other than the ones that you 10:18AM reviewed at your meeting with Mr. Millstein? A. No. Q. Did you do any independent preparation for your deposition? A. No. 10:19AM Q. Other than your attorneys and your wife, did you talk to anyone else about your deposition? A. No. 0ther than to inform people that I wouldn't be in certain places because I was giving a deposition. 10:19AM Q. Did you talk with anybody about the substance of the testimony you expected to give? A. No. Pardon me. 	2 3 4 5 6 7 8 9 10 11 12 13 14 15 16 17 18 19 20 21 22 23	 A. Yes. Q. Which college? A. Augustana College. Q. That's also in Illinois? A. Yes. Q. What year did you graduate from Augustana College? A. '53. 1953, that is. Not 1853. Q. Did you go right to the University of Illinois from medical school upon graduating? 10:21AM A. Yes. Q. Did you ever attend any other undergraduate institutions besides Augustana? A. No. Q. Other than the MD that you received from 10:22AM the University of Illinois, do you have any other advanced degrees? A. I think halfway through the medical school they gave us a degree of Master of Science or something. I don't really remember because it was 10:22AM pretty much irrelevant. Q. Do you recall what discipline the master's

4 (Pages 10 to 13)

	Case3:10-md-02124-S1 Document26 Page 14	¹²	Filed04/22/10 Page6 of 37
1	Q. What was your major at Augustana College?	,	(Record read as follows:
2	A. Premed.	2	"Q. And how about from 1959 to
3	Q. Did you have a minor?	3	1993, other than your practice in
4	A. No.	4	neurosurgery, did you hold any
5	Q. And working backwards from Augustana 10:22AM	5	other employment or work in any
6	College, what year did you graduate high school?	6	other occupations?")
7	A. 1949.	7	THE WITNESS: Well, I guess you would
8	Q. Just so I understand the chronology.	8	consider that in a residency you are employed, if
9	You graduated high school in 1949, you went to	9	that's what you're asking.
10	Augustana and graduated four years later 10:23AM	10	BY MR. LISY: 10:25AM
11	A. Correct.	11	Q. Well, what I'm asking is: Other than
12	Q and then you went to University of	12	the practice of medicine, in neurosurgery in
13	Illinois for medical school and graduated four years	13	particular, from the years 1959 to 1993, did you
14	later	14	A. No.
15	A. Correct. 10:23AM	15	Q have any other 10:25AM
16	Q in 1957?	16	A. No, I was not involved in any other
17	Upon graduating from the University of	17	occupation.
18	Illinois, what did you do?	18	Q. Okay. So I think I know the answer to
19	A. I moved to San Francisco and took an	19	this next question but I'll ask it anyway: You've
20	internship for one year and then a residency in 10:23AM	20	never been an insurance agent of any kind? 10:26AM
21	general surgery for one year.	21	A. No.
22 23	Q. So that brings us to about 1959?A. Somewhere in there, yeah.	22	Q. You've never been an insurance broker
23	Q. What did you do next?	23	A. No.
25	A. Then I moved to Indianapolis, Indiana, and 10:23AM	24 25	Q of any kind?
Ĺ	A. Then Thoved to indianapoins, indiana, and TO.25AM	25	Have you ever sold an insurance policy? 10:26AM
	Page 15		Page 17
	took a residency in neurological surgery.		A. No.
2	Q. Has your practice been focused in		
	not interiment and that time of	2	Q. Have you ever held yourself out as a
3	neurosurgery since that time?	3	Q. Have you ever held yourself out as a financial advisor?
3 4	A. Yes.	3 4	Q. Have you ever held yourself out as a financial advisor?A. No.
3 4 5	A. Yes.Q. Have you ever done any other kind of 10:24AM	3 4 5	 Q. Have you ever held yourself out as a financial advisor? A. No. Q. Or a financial consultant? 10:26AM
3 4 5 6	A. Yes.Q. Have you ever done any other kind of 10:24AM medical practice?	3 4 5 6	 Q. Have you ever held yourself out as a financial advisor? A. No. Q. Or a financial consultant? 10:26AM A. No.
3 4 5 6 7	 A. Yes. Q. Have you ever done any other kind of 10:24AM medical practice? A. No. 	3 4 5 6 7	 Q. Have you ever held yourself out as a financial advisor? A. No. Q. Or a financial consultant? 10:26AM A. No. Q. When you were in school in Augustana
3 4 5 6 7 8	 A. Yes. Q. Have you ever done any other kind of 10:24AM medical practice? A. No. Q. Are you still practicing today? 	3 4 5 6 7 8	 Q. Have you ever held yourself out as a financial advisor? A. No. Q. Or a financial consultant? 10:26AM A. No. Q. When you were in school in Augustana College from 1953 to 19 excuse me - from
3 4 5 6 7 8 9	 A. Yes. Q. Have you ever done any other kind of 10:24AM medical practice? A. No. Q. Are you still practicing today? A. No. 	3 4 5 6 7 8 9	 Q. Have you ever held yourself out as a financial advisor? A. No. Q. Or a financial consultant? 10:26AM A. No. Q. When you were in school in Augustana College from 1953 to 19 excuse me - from 1949 to 1953, did you take any classes relating
3 4 5 6 7 8	 A. Yes. Q. Have you ever done any other kind of 10:24AM medical practice? A. No. Q. Are you still practicing today? 	3 4 5 6 7 8	 Q. Have you ever held yourself out as a financial advisor? A. No. Q. Or a financial consultant? 10:26AM A. No. Q. When you were in school in Augustana College from 1953 to 19 excuse me - from 1949 to 1953, did you take any classes relating to finance? 10:26AM
3 4 5 6 7 8 9 10	 A. Yes. Q. Have you ever done any other kind of 10:24AM medical practice? A. No. Q. Are you still practicing today? A. No. Q. When did you retire? 10:24AM A. In 1993. 	3 4 5 6 7 8 9 10	 Q. Have you ever held yourself out as a financial advisor? A. No. Q. Or a financial consultant? 10:26AM A. No. Q. When you were in school in Augustana College from 1953 to 19 excuse me - from 1949 to 1953, did you take any classes relating to finance? 10:26AM A. No.
3 4 5 6 7 8 9 10 11	 A. Yes. Q. Have you ever done any other kind of 10:24AM medical practice? A. No. Q. Are you still practicing today? A. No. Q. When did you retire? 10:24AM A. In 1993. 	3 4 5 6 7 8 9 10 11	 Q. Have you ever held yourself out as a financial advisor? A. No. Q. Or a financial consultant? 10:26AM A. No. Q. When you were in school in Augustana College from 1953 to 19 excuse me - from 1949 to 1953, did you take any classes relating to finance? 10:26AM
3 4 5 6 7 8 9 10 11 12	 A. Yes. Q. Have you ever done any other kind of 10:24AM medical practice? A. No. Q. Are you still practicing today? A. No. Q. When did you retire? 10:24AM A. In 1993. Q. Have you held any other occupations since 	3 4 5 6 7 8 9 10 11 12	 Q. Have you ever held yourself out as a financial advisor? A. No. Q. Or a financial consultant? 10:26AM A. No. Q. When you were in school in Augustana College from 1953 to 19 excuse me from 1949 to 1953, did you take any classes relating to finance? 10:26AM A. No. Q. How about relating to business?
3 4 5 6 7 8 9 10 11 12 13	 A. Yes. Q. Have you ever done any other kind of 10:24AM medical practice? A. No. Q. Are you still practicing today? A. No. Q. When did you retire? 10:24AM A. In 1993. Q. Have you held any other occupations since retiring in 1993? 	3 4 5 6 7 8 9 10 11 12 13	 Q. Have you ever held yourself out as a financial advisor? A. No. Q. Or a financial consultant? 10:26AM A. No. Q. When you were in school in Augustana College from 1953 to 19 excuse me - from 1949 to 1953, did you take any classes relating to finance? 10:26AM A. No. Q. How about relating to business? A. No. Q. Economics?
3 4 5 6 7 8 9 10 11 12 13 14 15 16	 A. Yes. Q. Have you ever done any other kind of 10:24AM medical practice? A. No. Q. Are you still practicing today? A. No. Q. When did you retire? 10:24AM A. In 1993. Q. Have you held any other occupations since retiring in 1993? A. Do you mean have I been employed? Q. Yes. 10:24AM A. No. 	3 4 5 6 7 8 9 10 11 12 13 14	 Q. Have you ever held yourself out as a financial advisor? A. No. Q. Or a financial consultant? 10:26AM A. No. Q. When you were in school in Augustana College from 1953 to 19 excuse me - from 1949 to 1953, did you take any classes relating to finance? 10:26AM A. No. Q. How about relating to business? A. No. Q. Economics?
3 4 5 6 7 8 9 10 11 12 13 14 15 16 17	 A. Yes. Q. Have you ever done any other kind of 10:24AM medical practice? A. No. Q. Are you still practicing today? A. No. Q. When did you retire? 10:24AM A. In 1993. Q. Have you held any other occupations since retiring in 1993? A. Do you mean have I been employed? Q. Yes. 10:24AM A. No. Q. And how about from 1959 to 1993, other 	3 4 5 6 7 8 9 10 11 12 13 14 15 16 17	 Q. Have you ever held yourself out as a financial advisor? A. No. Q. Or a financial consultant? 10:26AM A. No. Q. When you were in school in Augustana College from 1953 to 19 excuse me from 1949 to 1953, did you take any classes relating to finance? 10:26AM A. No. Q. How about relating to business? A. No. Q. Economics? A. I may have taken Economics 101, but 1 10:26AM
3 4 5 6 7 8 9 10 11 12 13 14 15 16 17 18	 A. Yes. Q. Have you ever done any other kind of 10:24AM medical practice? A. No. Q. Are you still practicing today? A. No. Q. When did you retire? 10:24AM A. In 1993. Q. Have you held any other occupations since retiring in 1993? A. Do you mean have I been employed? Q. Yes. 10:24AM A. No. Q. And how about from 1959 to 1993, other than your practice in neurosurgery, did you hold 	3 4 5 6 7 8 9 10 11 12 13 14 15 16 17 18	 Q. Have you ever held yourself out as a financial advisor? A. No. Q. Or a financial consultant? 10:26AM A. No. Q. When you were in school in Augustana College from 1953 to 19 excuse me from 1949 to 1953, did you take any classes relating to finance? 10:26AM A. No. Q. How about relating to business? A. No. Q. Economics? A. I may have taken Economics 101, but 1 10:26AM don't I can't be certain of that. Q. Did you ever attend any other educational institutions, universities, to take additional
3 4 5 6 7 8 9 10 11 12 13 14 15 16 17 18 19	 A. Yes. Q. Have you ever done any other kind of 10:24AM medical practice? A. No. Q. Are you still practicing today? A. No. Q. When did you retire? 10:24AM A. In 1993. Q. Have you held any other occupations since retiring in 1993? A. Do you mean have I been employed? Q. Yes. 10:24AM A. No. Q. And how about from 1959 to 1993, other than your practice in neurosurgery, did you hold any other employment or work in any other 	3 4 5 6 7 8 9 10 11 12 13 14 15 16 17 18 19	 Q. Have you ever held yourself out as a financial advisor? A. No. Q. Or a financial consultant? 10:26AM A. No. Q. When you were in school in Augustana College from 1953 to 19 excuse me from 1949 to 1953, did you take any classes relating to finance? 10:26AM A. No. Q. How about relating to business? A. No. Q. Economics? A. I may have taken Economics 101, but 1 10:26AM don't I can't be certain of that. Q. Did you ever attend any other educational institutions, universities, to take additional classes, whether or not you received a degree, other
3 4 5 6 7 8 9 10 11 12 13 14 15 16 17 18 19 20	 A. Yes. Q. Have you ever done any other kind of 10:24AM medical practice? A. No. Q. Are you still practicing today? A. No. Q. When did you retire? 10:24AM A. In 1993. Q. Have you held any other occupations since retiring in 1993? A. Do you mean have I been employed? Q. Yes. 10:24AM A. No. Q. And how about from 1959 to 1993, other than your practice in neurosurgery, did you hold any other employment or work in any other A. No. 10:25AM 	3 4 5 6 7 8 9 10 11 12 13 14 15 16 17 18 19 20	 Q. Have you ever held yourself out as a financial advisor? A. No. Q. Or a financial consultant? 10:26AM A. No. Q. When you were in school in Augustana College from 1953 to 19 excuse me from 1949 to 1953, did you take any classes relating to finance? 10:26AM A. No. Q. How about relating to business? A. No. Q. Economics? A. I may have taken Economics 101, but 1 10:26AM don't I can't be certain of that. Q. Did you ever attend any other educational institutions, universities, to take additional classes, whether or not you received a degree, other than the institutions we've already talked about? 10:27AM
3 4 5 6 7 8 9 10 11 12 13 14 15 16 17 18 19 20 21	 A. Yes. Q. Have you ever done any other kind of 10:24AM medical practice? A. No. Q. Are you still practicing today? A. No. Q. When did you retire? 10:24AM A. In 1993. Q. Have you held any other occupations since retiring in 1993? A. Do you mean have I been employed? Q. Yes. 10:24AM A. No. Q. And how about from 1959 to 1993, other than your practice in neurosurgery, did you hold any other employment or work in any other A. No. 10:25AM Q occupations? 	3 4 5 6 7 8 9 10 11 12 13 14 15 16 17 18 19 20 21	 Q. Have you ever held yourself out as a financial advisor? A. No. Q. Or a financial consultant? 10:26AM A. No. Q. When you were in school in Augustana College from 1953 to 19 excuse me from 1949 to 1953, did you take any classes relating to finance? 10:26AM A. No. Q. How about relating to business? A. No. Q. Economics? A. I may have taken Economics 101, but 1 10:26AM don't I can't be certain of that. Q. Did you ever attend any other educational institutions, universities, to take additional classes, whether or not you received a degree, other than the institutions we've already talked about? 10:27AM A. Well, during the course of my practice I
3 4 5 6 7 8 9 10 11 12 13 14 15 16 17 18 19 20 21 22	 A. Yes. Q. Have you ever done any other kind of 10:24AM medical practice? A. No. Q. Are you still practicing today? A. No. Q. When did you retire? 10:24AM A. In 1993. Q. Have you held any other occupations since retiring in 1993? A. Do you mean have I been employed? Q. Yes. 10:24AM A. No. Q. And how about from 1959 to 1993, other than your practice in neurosurgery, did you hold any other employment or work in any other A. No. 10:25AM Q occupations? A. I'm sorry. Would you repeat that 	3 4 5 6 7 8 9 10 11 12 13 14 15 16 17 18 19 20 21 22	 Q. Have you ever held yourself out as a financial advisor? A. No. Q. Or a financial consultant? 10:26AM A. No. Q. When you were in school in Augustana College from 1953 to 19 excuse me - from 1949 to 1953, did you take any classes relating to finance? 10:26AM A. No. Q. How about relating to business? A. No. Q. Economics? A. I may have taken Economics 101, but 1 10:26AM don't I can't be certain of that. Q. Did you ever attend any other educational institutions, universities, to take additional classes, whether or not you received a degree, other than the institutions we've already talked about? 10:27AM A. Well, during the course of my practice I would go to various universities for conferences,
3 4 5 6 7 8 9 10 11 12 13 14 15 16 17 18 19 20 21 22 23	 A. Yes. Q. Have you ever done any other kind of 10:24AM medical practice? A. No. Q. Are you still practicing today? A. No. Q. When did you retire? 10:24AM A. In 1993. Q. Have you held any other occupations since retiring in 1993? A. Do you mean have I been employed? Q. Yes. 10:24AM A. No. Q. And how about from 1959 to 1993, other than your practice in neurosurgery, did you hold any other employment or work in any other A. No. 10:25AM Q occupations? A. I'm sorry. Would you repeat that question? I'm not sure I followed your dates. 	3 4 5 6 7 8 9 10 11 12 13 14 15 16 17 18 19 20 21 22 23	 Q. Have you ever held yourself out as a financial advisor? A. No. Q. Or a financial consultant? 10:26AM A. No. Q. When you were in school in Augustana College from 1953 to 19 excuse me from 1949 to 1953, did you take any classes relating to finance? 10:26AM A. No. Q. How about relating to business? A. No. Q. Economics? A. I may have taken Economics 101, but 1 10:26AM don't I can't be certain of that. Q. Did you ever attend any other educational institutions, universities, to take additional classes, whether or not you received a degree, other than the institutions we've already talked about? 10:27AM A. Well, during the course of my practice I would go to various universities for conferences, educational conferences, relative to the practice
3 4 5 6 7 8 9 10 11 12 13 14 15 16 17 18 19 20 21 22 23 24	 A. Yes. Q. Have you ever done any other kind of 10:24AM medical practice? A. No. Q. Are you still practicing today? A. No. Q. When did you retire? 10:24AM A. In 1993. Q. Have you held any other occupations since retiring in 1993? A. Do you mean have I been employed? Q. Yes. 10:24AM A. No. Q. And how about from 1959 to 1993, other than your practice in neurosurgery, did you hold any other employment or work in any other A. No. 10:25AM Q occupations? A. I'm sorry. Would you repeat that question? I'm not sure I followed your dates. MR. LISY: Sure. 	3 4 5 6 7 8 9 10 11 12 13 14 15 16 17 18 19 20 21 22 23 24	 Q. Have you ever held yourself out as a financial advisor? A. No. Q. Or a financial consultant? 10:26AM A. No. Q. When you were in school in Augustana College from 1953 to 19 excuse me - from 1949 to 1953, did you take any classes relating to finance? 10:26AM A. No. Q. How about relating to business? A. No. Q. Economics? A. I may have taken Economics 101, but 1 10:26AM don't I can't be certain of that. Q. Did you ever attend any other educational institutions, universities, to take additional classes, whether or not you received a degree, other than the institutions we've already talked about? 10:27AM A. Well, during the course of my practice I would go to various universities for conferences, educational conferences, relative to the practice of neurosurgery.
3 4 5 6 7 8 9 10 11 12 13 14 15 16 17 18 19 20 21 22 23	 A. Yes. Q. Have you ever done any other kind of 10:24AM medical practice? A. No. Q. Are you still practicing today? A. No. Q. When did you retire? 10:24AM A. In 1993. Q. Have you held any other occupations since retiring in 1993? A. Do you mean have I been employed? Q. Yes. 10:24AM A. No. Q. And how about from 1959 to 1993, other than your practice in neurosurgery, did you hold any other employment or work in any other A. No. 10:25AM Q occupations? A. I'm sorry. Would you repeat that question? I'm not sure I followed your dates. 	3 4 5 6 7 8 9 10 11 12 13 14 15 16 17 18 19 20 21 22 23	 Q. Have you ever held yourself out as a financial advisor? A. No. Q. Or a financial consultant? 10:26AM A. No. Q. When you were in school in Augustana College from 1953 to 19 excuse me from 1949 to 1953, did you take any classes relating to finance? 10:26AM A. No. Q. How about relating to business? A. No. Q. Economics? A. I may have taken Economics 101, but 1 10:26AM don't I can't be certain of that. Q. Did you ever attend any other educational institutions, universities, to take additional classes, whether or not you received a degree, other than the institutions we've already talked about? 10:27AM A. Well, during the course of my practice I would go to various universities for conferences, educational conferences, relative to the practice

5 (Pages 14 to 17)

	Case3:10-md-02124-SI Document26 Page 18		•
1	A. Yes.	1	Page 20 A. That also, yes. I mean visually see.
2	Q sense?	2	Q. If it's a physical asset, you want to see
3	A. Yes.	3	it?
4	Q. Did you ever attend over the course	4	A. That's right.
5	of your life any financial seminars relating to 10:27AM	5	Q. Got it. 10:30AM
6	insurance?	6	My next few questions will focus on the
7	A. No, not specifically to insurance.	7	time from 1959 to 1993 when you were in practice for
8	Q. How about generally?	8	neurosurgery. Were you ever in a private practice?
9	A. General, yes.	9	A. Yes.
01	Q. When was that? I0:27AM	10	Q. When was that? 10:30AM
11	A. Like how to keep yourself in order. Oh, I	11	
12	don't know, maybe half a dozen over a period of the	12	Q. Was that one private practice or
13	time I was in practice. You know, they're always	13	A. Yeah.
14	suckering doctors into these kind of conferences.	14	Q multiple ones?
15	Q. Do you recall who hosted the conferences? 10:28AM	15	A. One. 10:31AM
16	A. Do I recall who hosted? No, I have no	16	Q. What was the name of it?
17	idea.	17	A. It was my name.
18	Q. Were they one-day conferences?	18	Q. Dr. Eugene Kreps?
19	A. Yes. Usually for maybe three or four	19	A. Yes.
20	hours or less. 10:28AM	20	Q. Were you affiliated with any other 10:31AM
21 22	Q. What kinds of topics were discussed at these conferences?	21	physicians?
22	-	22	A. Yes.
24	A. Mainly investments and how wonderful they would be.	23	Q. How many?
25	Q. What kind of investments? 10:28AM	24	A. Let me see. Over a period of time maybe
		25	1, 2, 3, 4 – it was mainly in the realm of office 10:31AM
	Page 19		Page 21
1	A. Oh, anywhere from real estate to	1	sharing.
2	partnerships to those are the main ones.	2	Q. That would be about four over those
3	Q. Was insurance ever discussed at these	3	30 years?
4	conferences?	4	A. Yeah.
5	A. Not really, I don't ever recall any 10:28AM	5	Q. Not all at the same time? 10:31AM
6	relative to insurance. There were enough insurance	6	A. No.
7	people around you didn't have to go.	7	Q. Did you have any other withdraw.
8	Q. Did you ever participate in any	8	Did you have any employees from 1963
9	investments as a result of attending these	9	to 1993?
10	conferences? 10:29AM	10	A. Yes. 10:32AM
	A. Probably.	11	Q. And who were they?
12	Q. Do you recall what kind of investments?	12	A. Oh, I'm sorry. 1 don't remember their
13	A. Some real estate, but they weren't	13	names.
14	directly related to the conference.	14	Q. I don't need their names. I'm interested
15	Q. And how did those investments come to 10:29AM	15	in whether they were, for example, administrators, 10:32AM
16	be? In other words, did you talk to someone who	16	secretaries, receptionists, those kinds of things.
17	presented at the conference or did you do your own research?	17	A. Yeah. Well. bookkeepers and
		18	receptionists.
	 A. No. It was my own research. Q. You heard about the idea at the conference 10:30AM 	19 20	Q. At any given point from '63 to '93, about
19	V. IVIIIVIII AVUILING IOCA ALTHE CONTEPENCE THE HEAM	20	how many employees would you have had working for 10:32AM you?
20			VIII /
20 21	and then -	21 22	
20 21 22	and then - A. Right. Like don't buy anything you can't	22	A. From '63 to '93?
20 21 22 23	and then - A. Right. Like don't buy anything you can't see.	22 23	A. From '63 to '93? Q. Uh-huh.
20 21 22 23 24	and then - A. Right. Like don't buy anything you can't	22	A. From '63 to '93?

6 (Pages 18 to 21)

Case3:10-md-02124-SI Document20 Page 22	7 ¹²	¥
Q. At one time.		Page 24 life insurance products for your practice.
A. Probably two or three.	2	A. For my practice?
Q. Were you personally involved in any of the	3	Q. Yes.
billing for your practice during that time?	4	A. Life insurance for my I didn't buy any
A. No. 10:33AM	5	life insurance for my practice. 10:35AM
Q. And by "billing" I mean accounts payable,	6	Q. Okay. Let me take a step back. I may be
accounts receivable	7	confused.
A. No.	8	The question I had for you a few questions
Q things like that.	9	ago was whether during the time that you were in
Were you personally involved in any of the 10:33AM	10	private practice you were involved in the purchase 10:35AM
budgeting for your practice during that time?	111	of any insurance products. Mr. Millstein objected
A. No. I don't recall any budgets.	12	and instructed you not to answer except as to life
Q. Did you have any financial statements;	13	insurance products. So respecting Mr. Millstein's
for example, balance sheets or income statements	14	instruction, which I don't agree with, but my
for your practice during that time? 10:33AM	15	question now is: With respect to life insurance 10:36AM
A. Oh, I'm sure I did.	16	products during the time that you were in private
Q. Were you involved personally with that	17	practice, how were you involved in the purchase of
at all?	18	those?
A. You mean relative to the practice?	19	A. Writing a check.
Q. Yes. 10:33AM	20	Q. Who was the life insurance purchased for? 10:36AM
	21	A. Me.
	22	Q. Anyone else?
	23	A. No. Sotty.
BY MR. LISY:	24	Q. At any point from 1963 to 1993, did you
Q. Did you have malpractice insurance during 10:34AM	25	have a group life insurance plan for any of the 10:36AM
Page 23		Page 25
this time?	1	employees in your practice?
MR. MILLSTEIN: Objection. I'm going to	2	A. No.
instruct not to answer financial privacy. I think	3	Q. So let's talk about that life insurance
that's covered by the recent court order.	4	for the next few questions. How many life insurance
BY MR. LISY: 10:34AM	5	policies have you purchased in your lifetime? 10:37AM
Q. During this period of time, 1963 to	6	A. In my lifetime?
1993, were you ever involved in the purchase of	7	Q. Yes.
any insurance products for your practice?	8	A. I think five.
MR. MILLSTEIN: Same objection with the	9	Q. So I'll ask you some questions about each
•	10	of those. I'd like to start with the first one that 10:37AM
So don't answer that except for life	11	you purchased. When was that?
insurance products.	12	A. I think it was when I was in college.
	13	Q. Which would have been approximately the
Q. You can answer.	14	late 1940s, early 1950s?
	15	A. Probably. 10:38AM
	16	Q. Which company?
question but only as it relates to life insurance	17	A. Paul Revere Life Insurance.
products. Were you involved in the purchase or	18	Q. What kind of a life insurance product was
review of life insurance products?	19	it?
THE WITNESS: Yes, I was involved in 10:35AM	20	A. Life insurance. That's all I know. 10:38AM
purchasing life insurance.	21	Q. Do you know if it was a term product?
BY MR. LISY:	22	A. I have no idea.
BY MR. LISY: Q. Tell me about that, please.	23	 A. I have no idea. Q. Do you know the face value of the policy?
BY MR. LISY:		
	 Q. Were you personally involved in any of the billing for your practice during that time? A. No. 10:33AM Q. And by "billing" I mean accounts payable, accounts receivable A. No. Q things like that. Were you personally involved in any of the 10:33AM budgeting for your practice during that time? A. No. I don't recall any budgets. Q. Did you have any financial statements; for example, balance sheets or income statements for your practice during that time? 10:33AM A. Oh, I'm sure I did. Q. Were you involved personally with that at all? A. You mean relative to the practice? Q. Yes. 10:33AM MR. MILLSTEIN: Objection. Vague. You can answer it. THE WITNESS: I don't recall any. BY MR. LISY: Q. Did you have malpractice insurance during 10:34AM Page 23 this time? MR. MILLSTEIN: Objection. I'm going to instruct not to answer financial privacy. I think that's covered by the recent court order. BY MR. LISY: 10:34AM Q. During this period of time, 1963 to 1993, were you ever involved in the purchase of any insurance products for your practice? MR. MILLSTEIN: Same objection with the exception of life insurance. 10:34AM So don't answer that except for life insurance products. BY MR. LISY: Q. You can answer. A. I'm a little confused at the moment. 10:35AM MR. MILLSTEIN: You can answer as to the question but only as it relates to life insurance 	Q. Were you personally involved in any of the 3 billing for your practice during that time? 4 A. No. 10:33AM 5 Q. And by "billing" I mean accounts payable, 6 accounts receivable 7 A. No. 8 Q things like that. 8 Were you personally involved in any of the 10:33AM 10 budgeting for your practice during that time? 11 A. No. I don't recall any budgets. 12 Q. Did you have any financial statements; 13 for your practice during that time? 10:33AM for your practice during that time? 10:33AM A. Oh, I'm sure I did. 16 Q. Were you involved personally with that 17 at all? 18 A. You mean relative to the practice? 19 Q. Yes. 10:33AM 20 MR. MILLSTEIN: Objection. Vague. 21 You can answer it. 22 22 this time? 10:34AM 25 Q. Did you have malpractice insurance during 10:34AM 25 page 23 10 10 this time?

7 (Pages 22 to 25)

	Case3:10-md-02124-SI Document26 Page 26		Filed04/22/10 Page9 of 37 Page 28
1	Q. Is that policy still in force today?	1	the life insurance policy? Did you ever purchase
2	A. No.	2	another product from this friend?
3	Q. Do you know when it ceased being in force?	3	A. No.
4	A. I think when I was either when I was in	4	Q. And
5	medical school or immediately afterwards. I0:38AM	5	A. I wouldn't call him a friend at that 10:41AM
6	Q. That was a short-term policy?	6	point.
7	A. Yeah.	7	Q. I may have skipped over a point. Did you
8	Q. Why did you purchase that policy?	8	purchase the life insurance from the acquaintance or
9	A. My father thought I should have it. I	9	did he refer you
10 11	guess he didn't want to bury me. 10:39AM Q. What was the next life insurance policy	10	A. From the acquaintance. 10:42AM
12	that you purchased?	11	Q. I see.
12	A. I'm not certain. It may have been	12	How about the next insurance policy that
14	New York Life.	14	you purchased, life insurance? A. That was from Massachusetts General, l
15	Q. When was that? 10:39AM	14	· · · · · · · · · · · · · · · · · · ·
16	A. I can't be certain about that either.	16	Q. When was that? 10:42AM
17	Either when I was in training or shortly afterwards.	17	A. When I was 55 years old.
18	Q. When you were in training for what?	18	Q. What year were you born?
19	A. Like in my internship or surgical	19	A. 1931.
20	residencies. 10:40AM	20	Q. That would have been in 1988. 10:43AM
21	Q. Sometime in the 1950s, approximately?	21	A. Okay.
22	A. I couldn't be certain.	22	Q. I'm sorry, 1986.
23	Q. Okay. What kind of a life insurance	23	What kind of policy was that?
24	policy was it?	24	A. A life insurance policy. I'm sorry,
25	A. A life insurance policy. That's all I 10:40AM	25	I don't know the definitions of these various 10:43AM
	Page 27		Page 29
1	know.	1	policies. I know what a term policy is, but
2	Q. Do you know if it was a term policy or a	2	I don't know beyond that.
3	whole life policy or some other kind of policy?	3	Q. Was this Massachusetts General policy a
4	A. No, I don't know for certain.	4	term policy?
5	Q. How did it come to be that you purchased 10:40AM	5	A. No. 10:43AM
6	that life insurance policy?	6	Q. Is this the policy that's the subject of
7	A. I had an acquaintance that I had known for	7	this lawsuit?
8	a long time who was in the insurance business who	8	A. Correct.
1 0	suggested that I should have some life insurance. Q. As a result of that you purchased the 10:41AM	9	Q. Okay. We'll come back to this one.
9 10	policy?	10	A. All right. 10:43AM
10	A. Yes.	12	Q. What's the next policy?A. Indianapolis Life.
10 11		14	
10 11 12			-
10 11 12 13	Q. Do you recall the face amount of the	13	Q. When was that?
10 11 12 13 14	Q. Do you recall the face amount of the policy?	13 14	Q. When was that?A. You have it.
10 11 12 13	Q.Do you recall the face amount of thepolicy?A.I do not.10:41 AM	13 14 15	 Q. When was that? A. You have it. Q. That's the document that you gave to us 10:44AM
10 11 12 13 14 15	Q. Do you recall the face amount of the policy? A. I do not. 10:41 AM	13 14	 Q. When was that? A. You have it. Q. That's the document that you gave to us 10:44AM A. Yes.
10 11 12 13 14 15 16	 Q. Do you recall the face amount of the policy? A. I do not. 10:41 AM Q. Is it still in force today? 	13 14 15 16	 Q. When was that? A. You have it. Q. That's the document that you gave to us 10:44AM A. Yes. Q at the start of the deposition?
10 11 12 13 14 15 16 17	 Q. Do you recall the face amount of the policy? A. I do not. 10:41 AM Q. Is it still in force today? A. It is not. 	13 14 15 16 17	 Q. When was that? A. You have it. Q. That's the document that you gave to us 10:44AM A. Yes. Q at the start of the deposition? A. That was in 2002, I recall. You have it.
10 11 12 13 14 15 16 17 18	 Q. Do you recall the face amount of the policy? A. I do not. 10:41 AM Q. Is it still in force today? A. It is not. Q. When did it cease being in force? A. Probably sometime in the '60s. Q. Do you know why it ceased to be in force? 10:41 AM 	13 14 15 16 17 18	 Q. When was that? A. You have it. Q. That's the document that you gave to us 10:44AM A. Yes. Q at the start of the deposition? A. That was in 2002, I recall. You have it. Q. Yes, Mr. Millstein gave it to us this
10 11 12 13 14 15 16 17 18 19 20 21	 Q. Do you recall the face amount of the policy? A. I do not. 10:41 AM Q. Is it still in force today? A. It is not. Q. When did it cease being in force? A. Probably sometime in the '60s. Q. Do you know why it ceased to be in force? 10:41 AM A. I don't recall the circumstances. 	13 14 15 16 17 18 19	 Q. When was that? A. You have it. Q. That's the document that you gave to us 10:44AM A. Yes. Q at the start of the deposition? A. That was in 2002, I recall. You have it.
10 11 12 13 14 15 16 17 18 19 20 21 22	 Q. Do you recall the face amount of the policy? A. I do not. 10:41 AM Q. Is it still in force today? A. It is not. Q. When did it cease being in force? A. Probably sometime in the '60s. Q. Do you know why it ceased to be in force? 10:41 AM A. I don't recall the circumstances. Q. The acquaintance that you mentioned, had 	13 14 15 16 17 18 19 20	 Q. When was that? A. You have it. Q. That's the document that you gave to us 10:44AM A. Yes. Q at the start of the deposition? A. That was in 2002, I recall. You have it. Q. Yes, Mr. Millstein gave it to us this morning. We're having it copied now. 10:44AM
10 11 12 13 14 15 16 17 18 19 20 21 22 23	 Q. Do you recall the face amount of the policy? A. I do not. 10:41 AM Q. Is it still in force today? A. It is not. Q. When did it cease being in force? A. Probably sometime in the '60s. Q. Do you know why it ceased to be in force? 10:41 AM A. I don't recall the circumstances. Q. The acquaintance that you mentioned, had you purchased other investment products from him? 	13 14 15 16 17 18 19 20 21	 Q. When was that? A. You have it. Q. That's the document that you gave to us 10:44AM A. Yes. Q at the start of the deposition? A. That was in 2002, I recall. You have it. Q. Yes, Mr. Millstein gave it to us this morning. We're having it copied now. 10:44AM A. Yeah.
10 11 12 13 14 15 16 17 18 19 20 21 22 23 24	 Q. Do you recall the face amount of the policy? A. I do not. 10:41 AM Q. Is it still in force today? A. It is not. Q. When did it cease being in force? A. Probably sometime in the '60s. Q. Do you know why it ceased to be in force? 10:41 AM A. I don't recall the circumstances. Q. The acquaintance that you mentioned, had you purchased other investment products from him? A. No. 	13 14 15 16 17 18 19 20 21 22 23 24	 Q. When was that? A. You have it. Q. That's the document that you gave to us 10:44AM A. Yes. Q at the start of the deposition? A. That was in 2002, I recall. You have it. Q. Yes, Mr. Millstein gave it to us this morning. We're having it copied now. 10:44AM A. Yeah. Q. What kind of policy was that?
10 11 12 13 14 15 16 17 18 19 20 21 22 23	 Q. Do you recall the face amount of the policy? A. I do not. 10:41 AM Q. Is it still in force today? A. It is not. Q. When did it cease being in force? A. Probably sometime in the '60s. Q. Do you know why it ceased to be in force? 10:41 AM A. I don't recall the circumstances. Q. The acquaintance that you mentioned, had you purchased other investment products from him? 	13 14 15 16 17 18 19 20 21 22 23	 Q. When was that? A. You have it. Q. That's the document that you gave to us 10:44AM A. Yes. Q at the start of the deposition? A. That was in 2002, I recall. You have it. Q. Yes, Mr. Millstein gave it to us this morning. We're having it copied now. 10:44AM A. Yeah. Q. What kind of policy was that? A. I guess it's a life policy.

8 (Pages 26 to 29)

	Case3:10-md-02124-St-Document26-	12	Filed04/22/10 Page10 of 37 Page 32
1	Q. Is that policy currently in force?	1	Q. Would it have been more than one?
2	A. Yes.	2	A. More than likely.
3	Q. Why did you purchase that life insurance	3	Q. Did you undergo a physical examination in
4	policy?	4	connection with the purchase of that policy?
5	A. Because it was felt that I should probably 10:44AM	5	A. Oh, I'm sure I did. 10:47AM
6	have some more life insurance.	6	Q. And I don't have the document in front of
7	Q. Who was it felt by?	7	me. I believe that the face value was \$600,000?
8	A. My wife. You know, widows like life	8	A. Yes.
9	insurance.	9	Q. What's the annual premium on that policy?
10	Q. Were there any other reasons for 10:45AM	10	A. I have no idea. 10:48AM
11 12	purchasing the Indianapolis Life Insurance policy? A. No.	11	Q. Do you make the payments on it?
12		12	A. No.
14	Q. Who assisted in the purchase of the policy?	13	Q. Who does?
15	A. Assisted? 10:45AM	14 15	A. It was a paid-up thing. What do you mean by "noid $y=10$
16	Q. Did you use an insurance agent?	16	Q. What do you mean by "paid-up"? 10:48AMA. Well, I paid a large amount of money for a
17	A. Oh, yes.	17	paid-up policy at one time at the start. I guess
18	Q. Who was that?	18	that's the definition.
19	A. Mr. Killeen.	19	Q. A single payment?
20	Q. Do you recall his first name? 10:45AM	20	A. Yeah. 10:48AM
21	A. Michael.	21	Q. Do you recall the amount?
22	Q. How do you know Mr. Killean?	22	A. \$130,000, as I recall.
23	A. He was a financial advisor.	23	Q. And your understanding is that you won't
24	Q. Of yours?	24	have to make further annual premium payments?
25	A. Yes. 10:46AM	25	A. Correct. 10:48AM
	Page 31		Page 33
1	Q. When did you first start working with	1	Q. What's the basis of that understanding?
2	Mr. Killean?	2	A. The basis of the understanding is that's
3	A. Probably a couple years before that.	3	how it was presented to me.
4	Q. Had he helped you with other aspects of	4	Q. By Mr. Killean?
5	your financial situation? 10:46AM	5	A. Yes. 10:49AM
6	A. Yes.	6	Q. And when we get the document back from
7	Q. Did you approach Mr. Killean about	7	being copied, I may have a few more questions about
8	purchasing another insurance policy?	8	this so we may come back.
9	A. No.	9	I have four insurance policies and earlier
10	Q. Did he approach you? 10:46AM	10	you had mentioned five. Is there another one? 10:49AM
		11	
11	A. Yes.		A. Yes.
12	Q. Tell me about that.	12	Q. Which insurance company?
12 13	Q. Tell me about that.A. He just felt that I needed more insurance	12 13	Q. Which insurance company? A. Aviva.
12 13 14	Q. Tell me about that.A. He just felt that I needed more insurance than what I had and he was concerned about the	12 13 14	Q. Which insurance company?A. Aviva.Q. When did you make that purchase?
12 13 14 15	 Q. Tell me about that. A. He just felt that I needed more insurance than what I had and he was concerned about the stability of Conseco Life Insurance Company, who 10:46AM 	12 13 14 15	 Q. Which insurance company? A. Aviva. Q. When did you make that purchase? A. A few months ago. 10:49AM
12 13 14 15 16	 Q. Tell me about that. A. He just felt that I needed more insurance than what I had and he was concerned about the stability of Conseco Life Insurance Company, who 10:46AM at the time had taken over the policy that I had. 	12 13 14 15 16	 Q. Which insurance company? A. Aviva. Q. When did you make that purchase? A. A few months ago. 10:49AM Q. In 2009?
12 13 14 15 16 17	 Q. Tell me about that. A. He just felt that I needed more insurance than what I had and he was concerned about the stability of Conseco Life Insurance Company, who 10:46AM at the time had taken over the policy that I had. Q. Did Mr. Killean make recommendations about 	12 13 14 15 16 17	 Q. Which insurance company? A. Aviva. Q. When did you make that purchase? A. A few months ago. 10:49AM Q. In 2009? A. Yes.
12 13 14 15 16 17 18	 Q. Tell me about that. A. He just felt that I needed more insurance than what I had and he was concerned about the stability of Conseco Life Insurance Company, who 10:46AM at the time had taken over the policy that I had. Q. Did Mr. Killean make recommendations about other life insurance policies for you to consider? 	12 13 14 15 16 17 18	 Q. Which insurance company? A. Aviva. Q. When did you make that purchase? A. A few months ago. 10:49AM Q. In 2009? A. Yes. Q. What kind of a policy is that?
12 13 14 15 16 17 18 19	 Q. Tell me about that. A. He just felt that I needed more insurance than what I had and he was concerned about the stability of Conseco Life Insurance Company, who I0:46AM at the time had taken over the policy that I had. Q. Did Mr. Killean make recommendations about other life insurance policies for you to consider? A. Other than that one? 	12 13 14 15 16 17 18 19	 Q. Which insurance company? A. Aviva. Q. When did you make that purchase? A. A few months ago. 10:49AM Q. In 2009? A. Yes. Q. What kind of a policy is that? A. Insurance. It's not a term.
12 13 14 15 16 17 18 19 20	 Q. Tell me about that. A. He just felt that I needed more insurance than what I had and he was concerned about the stability of Conseco Life Insurance Company, who 10:46AM at the time had taken over the policy that I had. Q. Did Mr. Killean make recommendations about other life insurance policies for you to consider? A. Other than that one? Q. Yes. 10:47AM 	12 13 14 15 16 17 18 19 20	 Q. Which insurance company? A. Aviva. Q. When did you make that purchase? A. A few months ago. 10:49AM Q. In 2009? A. Yes. Q. What kind of a policy is that? A. Insurance. It's not a term. Q. Not a term policy? 10:50AM
12 13 14 15 16 17 18 19	 Q. Tell me about that. A. He just felt that I needed more insurance than what I had and he was concerned about the stability of Conseco Life Insurance Company, who 10:46AM at the time had taken over the policy that I had. Q. Did Mr. Killean make recommendations about other life insurance policies for you to consider? A. Other than that one? Q. Yes. 10:47AM A. Not at that time, no. 	12 13 14 15 16 17 18 19 20 21	 Q. Which insurance company? A. Aviva. Q. When did you make that purchase? A. A few months ago. 10:49AM Q. In 2009? A. Yes. Q. What kind of a policy is that? A. Insurance. It's not a term. Q. Not a term policy? 10:50AM A. Okay. A good one, I hope.
12 13 14 15 16 17 18 19 20 21 22	 Q. Tell me about that. A. He just felt that I needed more insurance than what I had and he was concerned about the stability of Conseco Life Insurance Company, who 10:46AM at the time had taken over the policy that I had. Q. Did Mr. Killean make recommendations about other life insurance policies for you to consider? A. Other than that one? Q. Yes. 10:47AM A. Not at that time, no. Q. How many conversations did you have with 	12 13 14 15 16 17 18 19 20 21 22	 Q. Which insurance company? A. Aviva. Q. When did you make that purchase? A. A few months ago. 10:49AM Q. In 2009? A. Yes. Q. What kind of a policy is that? A. Insurance. It's not a term. Q. Not a term policy? 10:50AM A. Okay. A good one, I hope. Q. What's the face amount on that policy?
12 13 14 15 16 17 18 19 20 21	 Q. Tell me about that. A. He just felt that I needed more insurance than what I had and he was concerned about the stability of Conseco Life Insurance Company, who 10:46AM at the time had taken over the policy that I had. Q. Did Mr. Killean make recommendations about other life insurance policies for you to consider? A. Other than that one? Q. Yes. 10:47AM A. Not at that time, no. 	12 13 14 15 16 17 18 19 20 21	 Q. Which insurance company? A. Aviva. Q. When did you make that purchase? A. A few months ago. 10:49AM Q. In 2009? A. Yes. Q. What kind of a policy is that? A. Insurance. It's not a term. Q. Not a term policy? 10:50AM A. Okay. A good one, I hope.

9 (Pages 30 to 33)

	Case3:10-md-02124-SI Document26-	12	Filed04/22/10 Page11 of 37
	Page 34		Page 36
1	Q. What was the amount that was paid up?	1	MR. LISY: Thank you.
2	A. Probably around \$129,000.	2	BY MR. LISY:
3	Q. In a single payment?	3	Q. You mentioned that Mr. Killeen assisted in
4	A. Yes. It might have been yeah, I think	4	the purchase of the Aviva policy and the Indy Life
5	it was around that. It was within 5,000 anyway. 10:51AM	5	policy. 10:54AM
6	Q. Who assisted with the purchase of that	6	A. Right.
7	policy?	7	Q. Other than Mr. Killeen, was anyone else
8	A. I purchased that policy through	8	involved in terms of insurance agents or brokers?
9	Mr. Killean.	9	A. No.
10	Q. And how did it come to be that you 10:51AM	10	Q. And other than those two insurance 10:54AM
11	purchased that policy?	11	policies, have you ever purchased another insurance
12	A. Because of the letters that I had received	12	policy through Mr. Killeen?
13	from Conseco.	13	A. No.
14	Q. Which letters are you referring to?	14	Q. So we've talked about five life insurance
15	A. A series of communications, written 10:51AM	15	policies that you've purchased. Have there been 10:54AM
16	communications, beginning in late October of 2008.	16	other life insurance policies that you've considered
17	Q. We'll talk more about this later. But you	17	purchasing but hadn't?
18	surrendered your Conseco policy?	18	A. No.
19	A. That's correct.	19	Q. Have you ever been denied the opportunity
20	Q. Did you make the purchase of the Aviva 10:52AM	20	to purchase a life insurance policy? 10:55AM
21	policy after the surrender of the Conseco policy?	21	A. No.
22	A. Right about that time. I don't remember	22	Q. Of these five life insurance policies;
23	whether it was immediately before or immediately	23	the Indy Life policy, which you purchased in
24	afterwards.	24	approximately 2002, and the Aviva Life Insurance
25	Q. Is the Aviva policy a replacement for the 10:52AM	25	policy that you purchased in approximately 2009, 10:56AM
\vdash	Page 35		Page 37
1	Conseco policy?	1	those are the only two policies that are still in
2	A. Correct.	2	force?
3	Q. Did you have to undergo a physical	3	A. Correct.
4	examination in connection with the Aviva policy?	4	Q. Were any of these policies affiliated with
5	A. Yes. 10:53AM	5	an employer group? 10:56AM
6	Q. Do you maintain correspondence and	6	A. No.
7	documentation for that policy?	7	Q. Okay. I'd like to talk now about the
8	A. I don't know what you mean.	8	Massachusetts General Life Insurance policy that you
9	Q. Do you have a copy of the Aviva Insurance	9	purchased in about 1986. Why did you purchase that
10	policy? 10:53AM	10	life insurance policy? 10:56AM
11	A. No. I don't have that at the present	11	A. I had a I felt I had a need for
12	time. It was delivered to me, but there was some	12	insurance. My wife thought I had a need for
13	spelling mistakes in my name and so it was	13	insurance and that was the reason.
		14	Q. Other than your wife, who did you discuss
14	they're in the process of sending me another one.	14	
	they're in the process of sending me another one, if they ever get their offices open. I understand 10:53AM	15	the purchase of the insurance policy with? 10:57AM
14 15	if they ever get their offices open. I understand 10:53AM		
14 15 16	if they ever get their offices open. I understand 10:53AM they're closed because of inclement weather.	15	the purchase of the insurance policy with? 10:57AM
14 15 16 17	if they ever get their offices open. I understand 10:53AM they're closed because of inclement weather. Q. You don't have a copy of the policy now	15 16	the purchase of the insurance policy with?10:57AMA. The insurance salesperson.
14 15 16 17 18	if they ever get their offices open. I understand 10:53AM they're closed because of inclement weather. Q. You don't have a copy of the policy now A. I don't have a copy of it now.	15 16 17	the purchase of the insurance policy with?10:57AMA.The insurance salesperson.Q.Who was that?A.That was Larry Winston.
14 15 16 17 18 19	 if they ever get their offices open. I understand 10:53AM they're closed because of inclement weather. Q. You don't have a copy of the policy now A. I don't have a copy of it now. Q but you expect to receive one? 	15 16 17 18 19	the purchase of the insurance policy with?10:57AMA.The insurance salesperson.Q.Who was that?A.That was Larry Winston.Q.Did you discuss the purchase of that
14 15 16 17 18 19 20	 if they ever get their offices open. I understand 10:53AM they're closed because of inclement weather. Q. You don't have a copy of the policy now A. I don't have a copy of it now. Q but you expect to receive one? A. Yes. Yeah. We tried to get one but 10:53AM 	15 16 17 18 19 20	the purchase of the insurance policy with?10:57AMA.The insurance salesperson.Q.Who was that?A.That was Larry Winston.Q.Did you discuss the purchase of thatpolicy with anyone other than Larry Winston and10:57AM
14 15 16 17 18 19 20 21	 if they ever get their offices open. I understand 10:53AM they're closed because of inclement weather. Q. You don't have a copy of the policy now A. I don't have a copy of it now. Q but you expect to receive one? A. Yes. Yeah. We tried to get one but 10:53AM apparently Indianapolis is shut down. 	15 16 17 18 19	the purchase of the insurance policy with?10:57AMA.The insurance salesperson.Q.Who was that?A.That was Larry Winston.Q.Did you discuss the purchase of that
14 15 16 17 18 19 20 21 22	 if they ever get their offices open. I understand 10:53AM they're closed because of inclement weather. Q. You don't have a copy of the policy now A. I don't have a copy of it now. Q but you expect to receive one? A. Yes. Yeah. We tried to get one but 10:53AM apparently Indianapolis is shut down. MR. LISY: Mr. Millstein, if it happens 	15 16 17 18 19 20 21 22	 the purchase of the insurance policy with? 10:57AM A. The insurance salesperson. Q. Who was that? A. That was Larry Winston. Q. Did you discuss the purchase of that policy with anyone other than Larry Winston and 10:57AM your wife? A. No.
14 15 16 17 18 19 20 21 22 23	 if they ever get their offices open. I understand 10:53AM they're closed because of inclement weather. Q. You don't have a copy of the policy now A. I don't have a copy of it now. Q but you expect to receive one? A. Yes. Yeah. We tried to get one but 10:53AM apparently Indianapolis is shut down. MR. LISY: Mr. Millstein, if it happens that Dr. Kreps gets a copy of that policy, would you 	15 16 17 18 19 20 21 22 23	 the purchase of the insurance policy with? 10:57AM A. The insurance salesperson. Q. Who was that? A. That was Larry Winston. Q. Did you discuss the purchase of that policy with anyone other than Larry Winston and 10:57AM your wife? A. No. Q. Did Mr. Winston work for an insurance
14 15 16 17 18 19 20 21 22	 if they ever get their offices open. I understand 10:53AM they're closed because of inclement weather. Q. You don't have a copy of the policy now A. I don't have a copy of it now. Q but you expect to receive one? A. Yes. Yeah. We tried to get one but 10:53AM apparently Indianapolis is shut down. MR. LISY: Mr. Millstein, if it happens 	15 16 17 18 19 20 21 22	 the purchase of the insurance policy with? 10:57AM A. The insurance salesperson. Q. Who was that? A. That was Larry Winston. Q. Did you discuss the purchase of that policy with anyone other than Larry Winston and 10:57AM your wife? A. No.

10 (Pages 34 to 37)

-	Case3:10-md-02124-SI Document26	-112-	Filed04/22/10 Page12 of 37
	Page 38		Page 40
1	I'm not sure.	1.	MR. MILLSTEIN: Objection. Vague.
2	Q. What's the name of it?	2	BY MR. LISY:
3	A. I have no idea.	3	Q. Do you understand the question?
4	Q. How did you know Mr. Winston?	4	A. Yeah. I'm sure that he I'm sure that
5	A. He had how did we know him? I guess he 10:57AM	5	he did because of the way in which I purchased it. 11:01AM
6	contacted me as a result of one of these conferences	6	Q. And what do you mean by the way in which
7	that I went to.	7	you purchased it?
8	Q. Did you have a pre-existing relationship	8	MR. MILLSTEIN: Doctor
9	with Mr. Winston?	9	I wanted to admonish him prior to your
10	A. No. 10:58AM	10	question. 11:01AM
11	Q. Do you recall when you met him?	11	I want to admonish you to not speculate
12	A. Probably about the time that I purchased	12	as to your answer, such as "it must have been."
13	the policy.	13	If have you a reasonable basis for believing it's
14	Q. A few moments ago you mentioned that	14	something or a reasonable estimation, you should
15	you and your wife thought that you had a need for 10:58AM	15	make it, but you shouldn't guess or speculate for 11:01AM
16	an insurance policy. Did you have that thought	16	the sake of being able to answer a question. Okay?
17	prior to the time you spoke with Mr. Winston?	17	THE WITNESS: All right. Fine.
18	A. We had discussed it. I don't recall when;	18	BY MR. LISY:
19	but, I mean, around that time.	19	Q. My question was: You said he must have
20	Q. When Mr. Winston contacted you, did he do 10:59AM	20	explained it to me "because of the way in which I 11:01AM
21	that by telephone?	21	purchased it." What do you mean by the way in which
22	A. I have no idea. I would assume.	22	you purchased it?
23	MR. MILLSTEIN: Don't speculate.	23	A. Well, the – I purchased it by making five
24	BY MR. LISY:	24	payments, premium payments, once a year for five
25	Q. I want you to tell me everything that you 10:59AM	25	years, at which point I wasn't supposed to have to 11:02AM
	Page 39		Page 41
1	can remember about the first time that you spoke	1	make any more payments.
2	with Mr. Winston about this insurance policy.	2	Q. Is that the way that Mr. Winston explained
3	A. I don't remember where or when or what.	3	it to you?
4	Q. Do you remember what you said to him?	1 .	
		4	-
	· · · ·	4	A. As 1 recall.
5	A. No. 10:59AM	5	A. As 1 recall. Q. Prior to these conversations or 11:02AM
5	· · · ·	· ·	A. As I recall. Q. Prior to these conversations or 11:02AM conversation with Mr. Winston, did you have any
5 6	A. No. 10:59AMQ. Do you remember what he said to you?A. No.	5	A. As 1 recall. Q. Prior to these conversations or 11:02AM conversation with Mr. Winston, did you have any understanding about how a life insurance policy
5 6 7	 A. No. 10:59AM Q. Do you remember what he said to you? A. No. Q. And I don't necessarily mean precise 	5 6 7	A. As I recall. Q. Prior to these conversations or 11:02AM conversation with Mr. Winston, did you have any
5 6 7 8	A. No. 10:59AMQ. Do you remember what he said to you?A. No.	5 6 7 8	 A. As I recall. Q. Prior to these conversations or 11:02AM conversation with Mr. Winston, did you have any understanding about how a life insurance policy could be purchased in this manner? A. No.
5 6 7 8 9	 A. No. 10:59AM Q. Do you remember what he said to you? A. No. Q. And I don't necessarily mean precise words; I mean more generally if you can't remember 	5 6 7 8 9	 A. As I recall. Q. Prior to these conversations or 11:02AM conversation with Mr. Winston, did you have any understanding about how a life insurance policy could be purchased in this manner? A. No.
5 6 7 8 9	 A. No. 10:59AM Q. Do you remember what he said to you? A. No. Q. And I don't necessarily mean precise words; I mean more generally if you can't remember precise words. 11:00AM 	5 6 7 8 9 10	 A. As I recall. Q. Prior to these conversations or 11:02AM conversation with Mr. Winston, did you have any understanding about how a life insurance policy could be purchased in this manner? A. No. Q. Did Mr. Winston give you any documentation 11:03AM
5 6 7 8 9 10	 A. No. 10:59AM Q. Do you remember what he said to you? A. No. Q. And I don't necessarily mean precise words; I mean more generally if you can't remember precise words. 11:00AM A. Other than he thought that this was a good 	5 6 7 8 9 10 11	 A. As I recall. Q. Prior to these conversations or 11:02AM conversation with Mr. Winston, did you have any understanding about how a life insurance policy could be purchased in this manner? A. No. Q. Did Mr. Winston give you any documentation 11:03AM or sales material about the Massachusetts General
5 6 7 8 9 10 11 12 13 14	 A. No. 10:59AM Q. Do you remember what he said to you? A. No. Q. And I don't necessarily mean precise words; I mean more generally if you can't remember precise words. 11:00AM A. Other than he thought that this was a good insurance policy. 	5 6 7 8 9 10 11 12	 A. As I recall. Q. Prior to these conversations or 11:02AM conversation with Mr. Winston, did you have any understanding about how a life insurance policy could be purchased in this manner? A. No. Q. Did Mr. Winston give you any documentation 11:03AM or sales material about the Massachusetts General Insurance policy? A. I don't recail.
5 6 7 8 9 10 11 12 13	 A. No. 10:59AM Q. Do you remember what he said to you? A. No. Q. And I don't necessarily mean precise words; I mean more generally if you can't remember precise words. 11:00AM A. Other than he thought that this was a good insurance policy. Q. What did he have to say about that? 	5 6 7 8 9 10 11 12 13	 A. As I recall. Q. Prior to these conversations or 11:02AM conversation with Mr. Winston, did you have any understanding about how a life insurance policy could be purchased in this manner? A. No. Q. Did Mr. Winston give you any documentation 11:03AM or sales material about the Massachusetts General Insurance policy? A. I don't recail.
5 6 7 8 9 10 11 12 13 14	 A. No. 10:59AM Q. Do you remember what he said to you? A. No. Q. And I don't necessarily mean precise words; I mean more generally if you can't remember precise words. 11:00AM A. Other than he thought that this was a good insurance policy. Q. What did he have to say about that? A. I don't recall the conversation. 	5 6 7 8 9 10 11 12 13 14	 A. As I recall. Q. Prior to these conversations or 11:02AM conversation with Mr. Winston, did you have any understanding about how a life insurance policy could be purchased in this manner? A. No. Q. Did Mr. Winston give you any documentation 11:03AM or sales material about the Massachusetts General Insurance policy? A. I don't recail. Q. When was the last time that you spoke with Mr. Winston? 11:03AM
5 6 7 8 9 10 11 12 13 14 15 16 17	 A. No. 10:59AM Q. Do you remember what he said to you? A. No. Q. And I don't necessarily mean precise words; I mean more generally if you can't remember precise words. 11:00AM A. Other than he thought that this was a good insurance policy. Q. What did he have to say about that? A. I don't recall the conversation. Q. Did he suggest other insurance policies 11:00AM 	5 6 7 8 9 10 11 12 13 14 [5	 A. As I recall. Q. Prior to these conversations or 11:02AM conversation with Mr. Winston, did you have any understanding about how a life insurance policy could be purchased in this manner? A. No. Q. Did Mr. Winston give you any documentation 11:03AM or sales material about the Massachusetts General Insurance policy? A. I don't recail. Q. When was the last time that you spoke with
5 6 7 8 9 10 11 12 13 14 15 16 17 18	 A. No. 10:59AM Q. Do you remember what he said to you? A. No. Q. And I don't necessarily mean precise words; I mean more generally if you can't remember precise words. 11:00AM A. Other than he thought that this was a good insurance policy. Q. What did he have to say about that? A. I don't recall the conversation. Q. Did he suggest other insurance policies 11:00AM besides the Massachusetts General Insurance policy? A. No. Q. Approximately how many conversations 	5 6 7 8 9 10 11 12 13 14 15 16	 A. As I recall. Q. Prior to these conversations or 11:02AM conversation with Mr. Winston, did you have any understanding about how a life insurance policy could be purchased in this manner? A. No. Q. Did Mr. Winston give you any documentation 11:03AM or sales material about the Massachusetts General Insurance policy? A. I don't recail. Q. When was the last time that you spoke with Mr. Winston? 11:03AM A. I'm not certain. Sometime last year
5 6 7 8 9 10 11 12 13 14 15 16 17 18 19	 A. No. 10:59AM Q. Do you remember what he said to you? A. No. Q. And I don't necessarily mean precise words; I mean more generally if you can't remember precise words. 11:00AM A. Other than he thought that this was a good insurance policy. Q. What did he have to say about that? A. I don't recall the conversation. Q. Did he suggest other insurance policies 11:00AM besides the Massachusetts General Insurance policy? A. No. Q. Approximately how many conversations did you have with Mr. Winston about purchasing 	5 6 7 8 9 10 11 12 13 14 15 16 17	 A. As I recall. Q. Prior to these conversations or 11:02AM conversation with Mr. Winston, did you have any understanding about how a life insurance policy could be purchased in this manner? A. No. Q. Did Mr. Winston give you any documentation 11:03AM or sales material about the Massachusetts General Insurance policy? A. I don't recail. Q. When was the last time that you spoke with Mr. Winston? 11:03AM A. I'm not certain. Sometime last year probably.
5 6 7 8 9 10 11 12 13 14 15 16 17 18 19 20	 A. No. 10:59AM Q. Do you remember what he said to you? A. No. Q. And I don't necessarily mean precise words; I mean more generally if you can't remember precise words. 11:00AM A. Other than he thought that this was a good insurance policy. Q. What did he have to say about that? A. I don't recall the conversation. Q. Did he suggest other insurance policies 11:00AM besides the Massachusetts General Insurance policy? A. No. Q. Approximately how many conversations did you have with Mr. Winston about purchasing the Massachusetts General Insurance policy? 11:00AM 	5 6 7 8 9 10 11 12 13 14 15 16 17 18	 A. As I recall. Q. Prior to these conversations or 11:02AM conversation with Mr. Winston, did you have any understanding about how a life insurance policy could be purchased in this manner? A. No. Q. Did Mr. Winston give you any documentation 11:03AM or sales material about the Massachusetts General Insurance policy? A. I don't recail. Q. When was the last time that you spoke with Mr. Winston? 11:03AM A. I'm not certain. Sometime last year probably. Q. What was the context of that conversation?
5 6 7 8 9 10 11 12 13 14 15 16 17 18 19 20 21	 A. No. 10:59AM Q. Do you remember what he said to you? A. No. Q. And I don't necessarily mean precise words; I mean more generally if you can't remember precise words. 11:00AM A. Other than he thought that this was a good insurance policy. Q. What did he have to say about that? A. I don't recall the conversation. Q. Did he suggest other insurance policies 11:00AM besides the Massachusetts General Insurance policy? A. No. Q. Approximately how many conversations did you have with Mr. Winston about purchasing the Massachusetts General Insurance policy? 11:00AM 	5 6 7 8 9 10 11 12 13 14 15 16 17 18 19	 A. As I recall. Q. Prior to these conversations or 11:02AM conversation with Mr. Winston, did you have any understanding about how a life insurance policy could be purchased in this manner? A. No. Q. Did Mr. Winston give you any documentation 11:03AM or sales material about the Massachusetts General Insurance policy? A. I don't recall. Q. When was the last time that you spoke with Mr. Winston? 11:03AM A. I'm not certain. Sometime last year probably. Q. What was the context of that conversation? A. I don't recall. He was on his he was
5 6 7 8 9 10 11 12 13 14 15 16 17 18 19 20 21 22	 A. No. 10:59AM Q. Do you remember what he said to you? A. No. Q. And I don't necessarily mean precise words; I mean more generally if you can't remember precise words. 11:00AM A. Other than he thought that this was a good insurance policy. Q. What did he have to say about that? A. I don't recall the conversation. Q. Did he suggest other insurance policies 11:00AM besides the Massachusetts General Insurance policy? A. No. Q. Approximately how many conversations did you have with Mr. Winston about purchasing the Massachusetts General Insurance policy? 11:00AM A. I would have no idea. Q. Do you think it was more than one? 	5 6 7 8 9 10 11 12 13 14 15 16 17 18 19 20	 A. As I recall. Q. Prior to these conversations or 11:02AM conversation with Mr. Winston, did you have any understanding about how a life insurance policy could be purchased in this manner? A. No. Q. Did Mr. Winston give you any documentation 11:03AM or sales material about the Massachusetts General Insurance policy? A. I don't recall. Q. When was the last time that you spoke with Mr. Winston? 11:03AM A. I'm not certain. Sometime last year probably. Q. What was the context of that conversation? A. I don't recall. He was on his he was boarding an airplane so the conversation got cut 11:04AM
5 6 7 8 9 10 11 12 13 14 15 16 17 18 19 20 21 22 23	 A. No. 10:59AM Q. Do you remember what he said to you? A. No. Q. And I don't necessarily mean precise words; I mean more generally if you can't remember precise words. 11:00AM A. Other than he thought that this was a good insurance policy. Q. What did he have to say about that? A. I don't recall the conversation. Q. Did he suggest other insurance policies 11:00AM besides the Massachusetts General Insurance policy? A. No. Q. Approximately how many conversations did you have with Mr. Winston about purchasing the Massachusetts General Insurance policy? 11:00AM A. I would have no idea. Q. Do you think it was more than one? A. I'm sure it probably was, yes. 	5 6 7 8 9 10 11 12 13 14 15 16 17 18 19 20 21	 A. As I recall. Q. Prior to these conversations or 11:02AM conversation with Mr. Winston, did you have any understanding about how a life insurance policy could be purchased in this manner? A. No. Q. Did Mr. Winston give you any documentation 11:03AM or sales material about the Massachusetts General Insurance policy? A. I don't recall. Q. When was the last time that you spoke with Mr. Winston? 11:03AM A. I'm not certain. Sometime last year probably. Q. What was the context of that conversation? A. I don't recall. He was on his he was boarding an airplane so the conversation got cut 11:04AM
5 6 7 8 9 10 11 12 13 14 15 16 17 18 19 20 21 22 23 24	 A. No. 10:59AM Q. Do you remember what he said to you? A. No. Q. And I don't necessarily mean precise words; I mean more generally if you can't remember precise words. 11:00AM A. Other than he thought that this was a good insurance policy. Q. What did he have to say about that? A. I don't recall the conversation. Q. Did he suggest other insurance policies 11:00AM besides the Massachusetts General Insurance policy? A. No. Q. Approximately how many conversations did you have with Mr. Winston about purchasing the Massachusetts General Insurance policy? 11:00AM A. I would have no idea. Q. Do you think it was more than one? A. I'm sure it probably was, yes. Q. Did Mr. Winston explain to you how the 	5 6 7 8 9 10 11 12 13 14 15 16 17 18 19 20 21 22	 A. As I recall. Q. Prior to these conversations or 11:02AM conversation with Mr. Winston, did you have any understanding about how a life insurance policy could be purchased in this manner? A. No. Q. Did Mr. Winston give you any documentation 11:03AM or sales material about the Massachusetts General Insurance policy? A. I don't recail. Q. When was the last time that you spoke with Mr. Winston? 11:03AM A. I'm not certain. Sometime last year probably. Q. What was the context of that conversation? A. I don't recall. He was on his he was boarding an airplane so the conversation got cut 11:04AM short. Q. Did you speak with Mr. Winston more than
5 6 7 8 9 10 11 12 13 14 15 16 17 18 19 20 21 22 23	 A. No. 10:59AM Q. Do you remember what he said to you? A. No. Q. And I don't necessarily mean precise words; I mean more generally if you can't remember precise words. 11:00AM A. Other than he thought that this was a good insurance policy. Q. What did he have to say about that? A. I don't recall the conversation. Q. Did he suggest other insurance policies 11:00AM besides the Massachusetts General Insurance policy? A. No. Q. Approximately how many conversations did you have with Mr. Winston about purchasing the Massachusetts General Insurance policy? 11:00AM A. I would have no idea. Q. Do you think it was more than one? A. I'm sure it probably was, yes. 	5 6 7 8 9 10 11 12 13 14 15 16 17 18 19 20 21 22 23	 A. As I recall. Q. Prior to these conversations or 11:02AM conversation with Mr. Winston, did you have any understanding about how a life insurance policy could be purchased in this manner? A. No. Q. Did Mr. Winston give you any documentation 11:03AM or sales material about the Massachusetts General Insurance policy? A. I don't recail. Q. When was the last time that you spoke with Mr. Winston? 11:03AM A. I'm not certain. Sometime last year probably. Q. What was the context of that conversation? A. I don't recall. He was on his he was boarding an airplane so the conversation got cut 11:04AM short. Q. Did you speak with Mr. Winston more than once last year?

11 (Pages 38 to 41)

Page 42 Page 43 1 remember whether that was in 2009 or 2008. 1 Q. Mut was that conversation about? 1 3 A. It was about the communication that was 3 policy? 4 4 A. It was about the communication that was 3 policy? 4 A. Correct. 107AM 5 Q. Who called who in that conversation? 6 A. Correct. 107AM 5 Q. Okay. What did Mr. Winston say in 1107AM 7 A. Loalled Mr. Winston. 1105AM 5 Q. Okay. What did Mr. Winston say in 1107AM 9 A. Well, he liad sold me the policy and it was 1 Correct. 11.07AM 9 A. Well, he liad sold me the policy and it was 1 A. It dott the exact conversation. 4 11 and the was bact for the stalling mather. 1.06AM 10.08AM 11 12 according is achedule and then all of a stadden 1 12 Mr. Think I was just sking him what - 10.08AM 12 test test sets of the stalling up to 11.06AM 10.06AM 10.06AM 10.06AM 14		Case3:10-md-02124-SI Document26	-12	Filed04/22/10 Page13 of 37
2 Q. What was that conversation shout? 2 understood to be the case when you purchased the specific of the specific		Page 42		*
2 Q. What was that conversation about? 2 understood to be the case when you purchased the policy? 4 sent on me by Consect ossing that my policy would 4 A. Transmitter that was about? 4 6 Q. Who called who in that conversation? 6 Q. Okay. What did Mr. Winston say in 11:07AM 7 A. I called Mr. Winston. 7 A. I called Mr. Winston. 7 9 A. Well, he had sold me the policy and it was 7 A. I called Mr. Winston. 7 9 A. Well, he had sold me the policy and it was 9 A. I called Mr. Winston say in 11:07AM 10 my understanding that that would't lappen. I had 11:05AM 9 A. I challe Mr. Winston when he was boading an airplane, 12 according to schedule and thave to polably and 11 0. The conversation when you was boading an airplane, 13 received another letter saying that they - to keep 14 A. I chink I was just asking him what - 15 them a check over a period of time totaling up to 11:06AM 10 Whit statement are you refring iso? A. I think I was just asking him what - 16 out that tha received in colober of 2008. A. No. 20 Q. Do you remember generally? 11:08AM 21 </td <td>1</td> <td>remember whether that was in 2009 or 2008.</td> <td>1</td> <td>Q. And that was different than what you had</td>	1	remember whether that was in 2009 or 2008.	1	Q. And that was different than what you had
3 A. It was about the communication that was 3 policy? 4 sent one by Consece saying that my policy would 4 A. Correct. 9 O. Okay. What did Mr. Winston say in 11:07AM 6 Q. Why did you do that? 9 O. Okay. What did Mr. Winston when you called him about this 10 7 A. I called Mr. Winston. 9 Do you remember it generally? 11:07AM 7 A. I called Mr. Winston. 9 Do you remember it generally? 11:08AM 10 my understanding that that would'n thappen. I had 11:05AM 10 A. Not really. 11:08AM 12 according to schedule and then all of a sudden I 11:05AM A. I think I was just asking him what 14 the policy in force I would have to probably send 11.06AM 10 A. I think I was just asking him what 15 them a check owaccording to schedule." 11:06AM 10 10 Mr. Winston when you activation that would whe to grow controp to some remember what it was that I 16 A. Thy everly statement are you referring to? A. I don't remember what it was that I 11:06AM 19 what statement are you referring to? A. Not verly much because he was getting on an airplane.	2	•	2	
5 11:05AM 5 0. Okay. What did Mr. Winston say in 11:07AM 6 Q. Who called who in that conversation? A. I called Mr. Winston. 6 the conversation when you called him about this 7 A. I called Mr. Winston. 8 A. Utell, he tads off me the poly and it was 9 Do you remember it generally? 10 my understanding that that would'n thapen. I had 11:05AM 10 A. Not really. 11:08AM 12 according to schedule and then all of a sudden I 10.06AM 10.07 Mr. Winston when you mediate a statement saying that everything was 11:06AM 13 received another letter saying that they - to keep 13 was that a follow-up to this first conversation? 14 the policy of force I would have to grabably send 10.06AM 10.06AM 15 oth att af acceived in Ochober of 2008. 11.06AM 10.07 member specifically what I had asked him 20 A. The yearly statement that they would send 11:06AM 20 Q. Do you remember syne colling an airplane, 21 ort met had receive in Ochober of 2008. 21 A. No. 22 Q. What did Mr. Winston say to you? 23 correspondenee from Conscoin 12008, which you 21 A. No. 22	3		3	
6 Q. Who called who in that conversation? 6 the conversation when you called him about this conversation? 7 A. I called Mr. Winston. 7 correspondence? 8 A. I conversation when you called him about this conversation. 9 A. Well, he had sold me the policy and it was 9 Q. Do you remember it generally? 10 10 my understanding that hav would'n thappen. I had 11:05AM 10 A. Not really. 11.08AM 11 just received a statement saying that everything was 11 Q. The conversation that you had with 12 according to schedule and then all of a sudden i 14 the policy in frece I would have to probably send 13 treserved another fetter saying that they - to keep 13 was that a follow-up to this first conversation? 14 the policy in frece I would have to probably send 11.06AM 10 Mr. Minston when have to probably send 15 thet a still "everything was according to schedule and into sour asset you merime for generally? 11.08AM 20 A. The yearly statement that they would send 11.06AM 14 A. No. 21 Q. The the time flata you received 2008. which you 20 Q. Do you remember generally? 11.08AM 21	4		4	A. Correct.
7 Å. I called Mr. Winston. 8 Q. Why did you do that? 9 A. Well, he had sold me the policy and it was 10 my understanding that that would'th happen. I had 11:05AM 11 just received a statement saying that everything was 12 according to schedule and then all of a sudden I 13 received another letter saying that everything was 14 received another letter saying that everything was 15 there notice's a statement saying that everything was 16 Q. The conversation that you had with 17 Q. In your answer you mentioned a statement 13 18 that said'everything was according to schedule." 10 19 What statement are you referring to? A. I think I was just asking him what - 18 that said'everything was according to schedule." 10 19 what statement are you creferring to? A. I don't remember specifically what I had asked him 20 A. The yourly statement that by would send 11:06AM 20 Q. Do you remember generally? 11:08AM 21 A. No. 21 A. No. 22 Q. What did fw. Wintson say to you? 23 correspondence from	5		5	
8 Q. Why did you do that? 8 A. I don't remember the exact conversation. 9 A. Well, he had sold me the policy and it was 9 Q. Do you remember the exact conversation. 9 Q. Do you remember the exact conversation. 9 Q. Do you remember the exact conversation. 11 just received a statement asying that everything was 10 A. Not really. 11.08AM 12 according to schedule and then all of a statement 11.06AM 10 O. The conversation flag mi anjulane, 13 received another letter saying that they to keep 13 was that a follow-up to this first conversation? 14 the policy in force I would have to probably send 11.06AM 0. Must winston when + was boarding an aiplane, 15 them a check over a period of time totaling up to 11.06AM 0. What kind of things? 11.08AM 20 Q. At the time that you received the 20 Q. Do you remember specifically what I had asked him 19 what statement are you referring to? 11.08AM 21 A. The time than stay ou received the 20 22 Q. At the time thary sologo, on one. 21 31 had from Mr. Winston when you purchased the policy? 22	6		6	the conversation when you called him about this
9 A. Well, he lad sold me the policy and it was 9 Q. Do you remember it generally? 10 my understanding that that wouldn't happen. I had 11:05AM 10 A. Not really. 11:05AM 12 according to schedule and then all of a studen I 11 12 Mr. Winston when he was boarding an aiplane, 13 reserved another leter saying that they to keep 13 Ws was that a follow-up to this first conversation? 14 the policy in force I would have to make an according to schedule." 14 Mr. Winston when he was boarding an aiplane, 13 astit a follow-up to this first conversation? 14 A. Think I was just aking him what - 16 about 5500,000 or more. 17 A. Induity metasching was according to schedule." 18 19 What statement are you refering to? 10 Q. What stind of himgs? 17 10 out that I had received in October of 2008. 20 Q. Uo you remember generally? 11:08AM 21 ont the time that you received the 22 Q. What stind of An indication 11:09AM 22 Q. At the time that you received the 22 Q. Was tind the fast time you had spoken with 23 and from Mr. Winston when you purchased th	1		7	correspondence?
10 A. Noreally. 11:08AM 11 just received a statement asying that everything was 11 Q. The conversation that you had with 12 according to schedule and then all of a sudden I 12 Mr. Winston when he was boarding an airplane, 13 received another letter saying that they - to keep 14 A. Ithink I was just asking him what - 15 them a check over a period of time totaling up to 11:06AM 10 Wr. Winston when he was boarding an airplane, 16 about \$500,000 or more. 10 A. Ithink I was just asking him what - 15 17 Q. In your answer you mentioned a statement 11:06AM 0 What kind of things? 11:08AM 20 A. The yearly statement are you referring to? 11:08AM 20 Q. What kind of things? 11:08AM 21 a. The yearly statement at you rour creatived in October of 2008. 21 A. No. 22 Q. What kind of things? 11:08AM 22 Q. A the time that would stating than you 11:06AM 22 Q. What kind of an indication 11:08AM 23 more, that was a different understanding than you 11:06AM 23 A. No. 24 A. No.			_	
11 just received a statement saying that everything was 11 Q. The conversation that you had with 12 according to schedule and then all of a sudden I 11 Q. The conversation? 14 the policy in force I would have to probably send 13 Wr. Winston when he was sking him what - 15 them a check over a period of time totaling up to 11:06AM A. Ithink I was just asking him what - 16 about \$500,000 or more. 11 A. Ithink I was just asking him what - 17 Q. In your answer you mentioned a statement 14 A. Ithink I was just asking him what - 18 that said "everything was according to schedule." 11 O. What wind of things? 10 A. The your answer you mentioned a statement 13 about how things were proceeding. 11.08AM 20 A. The yearly statement that they would send 11:06AM 20 Q. Do you remember generally? 11.08AM 21 out that had received in October of 2008. 21 A. No. 22 Q. What did Mr. Winston say to you? 22 Q. At the time that you received the policy 11 about how things were proceeding? 2 A. No. 21 had from Mr. Winston when you purchased the policy <td></td> <td></td> <td>· ·</td> <td></td>			· ·	
12 according to schedule and then all of a sudden T 13 received another letter saying that they - to keep 14 the policy in force I would have to probably send 15 them a check over a period of time totaling up to 11.06AM 16 about \$500,000 or more. 11 17 Q. In your answer you mentioned a statement 17 18 that said "everything was according to schedule." 19 20 A. The yearly statement are you referring 10" 20 21 A. The yearly statement that they would send 11:06AM 20 21 O. The the time that you crecived the 21 2 Q. At the time that you crecived the 22 2 Q. At the time that you crecived the 22 2 Q. At the time that you crecived the 22 2 O. At the time that you crecived the 22 2 Q. At the time that you crecived the 22 2 Q. At the time that you crecived the policy 23 3 MR. MLLSTEIN: Objection. Vague. 2 4 had from Mr. Winston when you purchased the policy 1 3 THE WITNESS: Okay.		,		
13 received another letter saying that they - to keep 13 was that a follow-up to this first conversation? 14 the policy in force I would have to probably send 14 A. I think I was just sking him what - 15 them acheck over a period of time totaling up to 11:06AM 16 A. I think I was just sking him what - 16 about \$500,000 or more. 17 A. I don't remember what it was that 1- 16 17 Q. In your answer you mentioned a statement 18 I don't tremember specifically what I had asked him 19 What statement are you referring uo? Q. Our op our semember specifically what I had asked him 20 A. The yearly statement that they would send 11:06AM 20 Q. Doy our member specifically what I had asked him 21 out that I had received in October of 2008. 21 A. No. 22 22 Q. What kind of things? 11:08AM 23 A. No wisson say to you? 23 an implane. 22 Q. What kind of things were proceeding? 11:08AM 24 understood them to be asking you to pay \$500,000 or 24 an airplane. 2 25 from him? 3 A. No. 2 A. No. <t< td=""><td></td><td></td><td></td><td></td></t<>				
14 the policy in force I would have to probably send 14 A. I think I was just asking him what 15 them a check over a period of time totaling up to 11:06AM 10 A. I think I was just asking him what 15 them a check over a period of time totaling up to 11:06AM Q. What kind of things? 16 about Stoppont Q. What kind of things? 17 Q. In your answer you mentioned a statement 11.06AM 18 that said "everything was according to schedule." 11.06AM 20 A. The yearly statement that they would send 11:06AM 20 21 out that thad received in October of 2008. 11.06AM 22 Q. At the time that you received the 22 23 correspondence from Conseco in 2008, which you 11.06AM 24 understood them to be aking you to pay \$500,000 or an airplane. 25 more, that was a different understanding than you 11:06AM 26 Q. Did he give you any kind of an indication 11:09AM 3 MR. MILLSTEIN: Objection. Vague. 3 Q. Was that the last time you had spoken with 4 had from Mr. Winston in approximately 1986, he explained to You the five premium payments that would need to be		-		
15 them a check over a period of time totaling up to 11:06AM 16 about \$500,000 or more. 11:06AM 16 about \$500,000 or more. 11:06AM 17 Q. In your anserve you mentioned a statement 17 18 that said "everything was according to schedule." 18 19 What statement are you refering to? A. I don't remember specifically what I had asked him 19 about that the received in October of 2008. Q. Do you remember generally? 11:08AM 21 out that I had received in October of 2008. 22 Q. What did Mr. Winston say to you? 23 25 nore, that was a different understanding than you 11:06AM 22 Q. What did Mr. Winston say to you? 26 Orrespondence from Conscoo in 2008, which you 23 A. No. 24 a an airplane. 27 from him? 3 MR. MILLSTEIN: Objection. Vague. 1 about how things were proceeding? 2 A. No. 3 MR. MILLSTEIN: Objection. Vague. 1 about how things were proceeding? 2 A. No. 3 made. THE WITNESS: Okay. 5 A. Yes. 11:09AM 9	1			
16 about \$500,000 or more. 16 Q. What kind of things? 17 Q. In your answer you mentioned a statement 17 A. I don't remember what it was that I 19 What statement are you referring to? 1 A. The yearly statement that they would send 11:06AM 20 A. The yearly statement that they would send 11:06AM 20 Q. Do you remember generally? 11:08AM 21 out that I had received in October of 2008. 20 Q. What (idd Mr. Winston say to you? 22 Q. What did Mr. Winston say to you? 23 A. No. 22 22 Q. What did Mr. Winston say to you? 23 A. No. to very much because he was getting on 24 an airplane. 25 Q. Did he give you any kind of an indication 11:09AM 25 You can answer it. 11:07AM 5 A. Yes. 11:09AM 3 THE WITNESS: Okay. 9 A. Oh, Since he sold met the policy? Oh, 10 10 Q. When you purchased the policy from 11:07AM 6 Q. About how many times would you say 7 3 THE WITNESS: Okay. 9 A. On, Since he sold met the policy? Oh, 10 0. Do you speak with withdraw. <tr< td=""><td></td><td></td><td></td><td></td></tr<>				
17 Q. In your answer you mentioned a statement 17 A. Idon't remember what it was that 1 18 that said "everything was according to schedule." 19 19 What statement are you referring io? 20 A. The yearly statement that they would send 11:06AM 21 out that 1 had received in October of 2008. 21 out that thad received in October of 2008. 20 out that thad received the you received the 22 correspondence from Conseco in 2008, which you 23 correspondence from Conseco in 2008, which you 24 understood fhem to be asking you to pay \$500,000 or 7 more, that was a different understanding than you 11:06AM 7 MR. MILLSTEIN: Objection. Vague. 2 7 MR. MILLSTEIN: Objection. Vague. 3 7 Sk it a better way. 3 8 THE WITNESS: Okay. 5 9 BY MR. LISY: Let me withdraw it and try to 13 made. 14 A. Correct. 9 Was that that time was it your understanding 11:07AM 16 A. Correct. 9 A. Correct.	E			
18 that said "everything was according to schedule." 18 I don't remember specifically what I had asked him 19 What statement are you referring to? 20 A. The yearly statement that they would send 11:06AM 20 Q. Do you remember generally? 11:08AM 21 out that I had received in October of 2008. 21 A. No. 22 Q. What did Mr. Winston say to you? 23 correspondence from Conseco in 2008, which you 23 A. Not very much because he was getting on 24 understood them to be asking you to pay \$500.000 or 23 A. Not very much because he was getting on 25 more, that was a different understanding than you 11:06AM 25 Q. Did he give you any kind of an indication 11:09AM 7 you can answer it. 11:07AM 3 A. No. 3 Q. Was that the last time you had spoken with 6 Q. About how many times would you say 7 you've spoken to Mr. Winston inverse he sold you 8 the times. 11:09AM 6 MR. MILLSTEIN: Objection. Vague. 6 Q. About how many times would you say 7 you've spoken to Mr. Winston had byou 8 him? 9 A. Oh, since he sold me the policy? Oh, 10 10 </td <td></td> <td></td> <td></td> <td>· · · · · · · · · · · · · · · · · · ·</td>				· · · · · · · · · · · · · · · · · · ·
19 What statement are you referring to? 19 about. 20 A. The yearly statement that they would send 11:06AM Q. Do you remember generally? 11:08AM 20 Q. At the time that you received the 20 Q. What did Mr. Winston say to you? 23 correspondence from Conseco in 2008, which you 23 A. No. 24 understood them to be asking you to pay \$500.000 or an airplane. 23 25 more, that was a different understanding than you 11:06AM 25 Q. Did he give you any kind of an indication 11:09AM 26 more, that was a different understanding than you 11:06AM 25 Q. Did he give you any kind of an indication 11:09AM 27 from him? 1 about how things were proceeding? 2 A. No. 3 MR. MILLSTEIN: Objection. Vague. 2 Q. About how things were proceeding? 2 A. No. 3 THE WITNESS: Okay. 5 A. Yes. 11:09AM 6 Q. About how many times would you say 7 3 you the five premium payments that would need to be 10 Oa you speak with Mr. Winston on a 13 0 Wast stat the fire storest time?				
20 A. The yearly statement that they would send 11:06AM 20 Q. Do you remember generally? 11:08AM 21 out that 1 had received in October of 2008. 20 A. The to time that you received the 22 Q. What did Mr. Winston say to you? 23 correspondence from Conseco in 2008, which you 21 A. No. 22 Q. What did Mr. Winston say to you? 24 understood them to be asking you to pay \$500,000 or 24 an airplane. 25 25 more, that was a different understanding than you 11:06AM 25 Q. Did he give you any kind of an indication 11:09AM 7 more, that was a different understanding than you 11:06AM 24 an airplane. 25 2 A. No. 3 Q. Was that the last time you had spoken with 4 him? 3 MR. MILLSTEIN: Objection. Vague. 1 about how things were proceeding? 2 A. No. 4 Compound. 5 You can answer it. 11:07AM 5 A. Yes. 11:09AM 6 You Vere spoken to Mr. Winston in approximately 1986, he explained to you've spoken to Mr. Winston on a 13 regular basis from 1986 unit the present time?				
21 out that I had received in October of 2008. 21 A. No. No. 22 Q. At the time that you received the 22 Q. What did Mr. Winston say to you? 23 correspondence from Conseco in 2008, which you 23 A. Not very much because he was getting on 24 an airplane. 23 A. Not very much because he was getting on 25 more, that was a different understanding than you 11:06AM 24 an airplane. 25 Q. Did he give you any kind of an indication 11:09AM 7 more, that was a different understanding than you 11:06AM 25 Q. Was that the last time you had spoken with 7 more, that was a different understanding than you 11:07AM 3 Q. Was that the last time you had spoken with 6 MR. LISY: Left way, 3 Q. About how many times would you say 7 7 ask it a better way, 11:07AM 6 Q. About how many times would you say 7 8 THE WITNESS: Okay. 9 A. M. Since he sold me the policy? Oh, 10 20 20 20 20 20 20 20 20 20 20 20 <				
22 Q. At the time that you received the 22 Q. What did Mr. Winston say to you? 23 correspondence from Conseco in 2008, which you 23 A. Not very much because he was getting on 24 understood them to be asking you to pay \$500,000 or 24 an airplane. 25 more, that was a different understanding than you 11:06AM 25 Q. Did he give you any kind of an indication 11:09AM 26 mark was a different understanding than you 11:06AM 26 Q. Did he give you any kind of an indication 11:09AM 27 from him? 2 A. No. 3 Q. Was that the last time you had spoken with 4 from him? 3 MR. MILLSTEIN: Objection. Vague. 3 Q. Was that the last time you had spoken with 4 him? 5 You can answer it. 11:07AM 5 A. Yes. 11:09AM 6 MR. LISY: Let me withdraw it and try to ask it a better way. 7 you've spoken to Mr. Winston since he sold you 8 THE WITNESS: Okay. 8 the insurance policy in 1986? A. Oh, since he sold me the policy? Oh, 10 0 Do you speak with Wr. Winston on a 7 you've spoken to Mr. Winston s				
23 correspondence from Conseco in 2008, which you understood them to be asking you to pay \$500,000 or 23 A. Not very much because he was getting on 24 understood them to be asking you to pay \$500,000 or 24 an airplane. 25 more, that was a different understanding than you 11:06AM 25 Q. Did he give you any kind of an indication 11:09AM Page 43 A. No. 3 A. No. 3 A. No. 3 A. Page 42 A. No. 3 A. No.				
24 understood them to be asking you to pay \$500,000 or 24 an airplane. 25 more, that was a different understanding than you 11:06AM 25 Q. Did he give you any kind of an indication 11:09AM 7 Page 43 about how things were proceeding? 2 A. No. 3 2 A. No. 3 MR. MILLSTEIN: Objection. Vague. 3 Q. Was that the last time you had spoken with 4 4 Compound. 3 Q. Was that the last time you had spoken with 4 5 You can answer it. 11:07AM 5 A. Yes. 11:09AM 6 MR. LISY: Let me withdraw it and try to 3 Q. Was that the last time you had spoken with 4 him? 5 A. No. 3 Q. Vas that the last time you had spoken with 6 MR. LISY: Let me withdraw it and try to askit a better way. 5 A. Since be sold me the policy? Oh, 6 Q. About how many times. A number of times. Intro0AM 10 Q. Do you speak with withdraw. 11:09AM 10 Q. When you purchased the policy from 11:07AM 10 Q. Do you speak with withdraw. 11:09AM 11 Mr. Correct	1			
25 more, that was a different understanding than you 11:06AM 25 Q. Did he give you any kind of an indication 11:09AM Page 43 1 had from Mr. Winston when you purchased the policy 1 about how things were proceeding? 2 A. No. 3 MR. MILLSTEIN: Objection. Vague. 3 Q. Was that the last time you had spoken with 4 6 MR. LISY: Let me withdraw it and try to 3 A. Yes. 11:09AM 6 MR. LISY: Let me withdraw it and try to 3 A. Yes. 11:09AM 6 When you purchased the policy from 11:07AM 5 A. Yes. 11:09AM 7 you've spoken to Mr. Winston isnce he sold you 8 the insurance policy in 1986? 9 9 BY MR. LISY: 9 A. Oh, since he sold me the policy? Oh, 10 0 Do you speak with Mr. Winston on a 11:09AM 13 made. 11 0 Do you speak with Mr. Winston on a 11:09AM 14 A. Correct. 10 Q. What you would not have to make an additional 11:07AM 16 A. Idon't remember for certain, but I know 17 premium payment? <td></td> <td></td> <td></td> <td></td>				
Page 43 Page 43 1 had from Mr. Winston when you purchased the policy 1 2 from him? about how things were proceeding? 2 A. No. 3 MR. MILLSTEIN: Objection. Vague. 2 4 Compound. 3 5 You can answer it. 11:07AM 6 MR. LISY: Let me withdraw it and try to 6 7 ask it a better way. 7 8 THE WITNESS: Okay. 9 9 BY MR. LISY: 9 10 Q. When you purchased the policy from 11:07AM 11 Mr. Winston in approximately 1986, he explained to 9 12 you the five premium payments that would need to be 10 13 made. 13 14 A. Correct. 14 17 Q. And at that time was it your understanding 11:07AM 15 18 A. Correct. 14 19 Q. That's what Mr. Winston had told you? 14 14 A. Correct. 18 18 A. Correct. 18 19 Q. That's what		· · · · · · ·		•
1had from Mr. Winston when you purchased the policy1about how things were proceeding?2from him?3MR. MILLSTEIN: Objection. Vague.3Q. Was that the last time you had spoken with4Compound.3Q. Was that the last time you had spoken with45You can answer it.11:07AM5A. Yes.11:09AM6MR. LISY: Let me withdraw it and try to5A. Yes.11:09AM7ask it a better way.75A. Yes.11:09AM8THE WITNESS: Okay.9A. Oh, since he sold me the policy? Oh,99Q. When you purchased the policy from11:07AM10goodness. A number of times. A number of times.11:09AM10Q. When you purchased the policy from11:07AM10Q. Do you speak with Mr. Winston on a11:09AM11Mr. Winston in approximately 1986, he explained to10Q. Do you speak with Mr. Winston on a11:09AM11A. Correct.12Did you speak with Mr. Winston on a11:09AM14A. Correct.14A. Correct.14A. No.15Q. And at that time was it your understanding 11:07AM16A. I don't remember for certain, but I know16hat you would not have to make an additional16A. I don't remember for certain, but I know17yeehad some conversations.18Q. Do you consider Mr. Winston a friend?19Q. That's what Mr. Winston had told you?19A. A friend? I consider him an intimate 11:10AM <td< td=""><td></td><td></td><td><i></i></td><td>Q. Dru ne give you any kind of all indication 11:09AM</td></td<>			<i></i>	Q. Dru ne give you any kind of all indication 11:09AM
2from him?2A. No.3MR. MILLSTEIN: Objection. Vague.2A. No.4Compound.3Q. Was that the last time you had spoken with4Compound.3Q. Was that the last time you had spoken with5You can answer it.11:07AM56MR. LISY: Let me withdraw it and try to6Q. About how many times would you say7ask it a better way.78THE WITNESS: Okay.99BY MR. LISY:910Q. When you purchased the policy from11:07AM10goodness. A number of times. A number of times.11:09AM11Mr. Winston in approximately 1986, he explained to1012you the five premium payments that would need to be1113made.12Did you speak with withdraw.14A. Correct.14A. No.15Q. And at that time was it your understanding 11:07AM1516A. Correct.14A. No.19Q. That's what Mr. Winston had told you?1420A. That's my understanding.11:07AM21Q. And if we fast forward to 2008 when you1222received a letter from Conseco, your understanding2123at that time was that you would have to make2424additional premium payments?2424Q. Okay. Other than the Massachusetts		Page 43		Page 45
2from him?2A. No.3MR. MILLSTEIN: Objection. Vague.3Q. Was that the last time you had spoken with4Compound.3Q. Was that the last time you had spoken with5You can answer it.11:07AM5A. Yes.6MR. LISY: Let me withdraw it and try to5A. Yes.11:09AM7ask it a better way.5A. Yes.11:09AM8THE WITNESS: Okay.98THE WITNESS: Okay.89BY MR. LISY:9A. Oh, since he sold me the policy? Oh,10Q. When you purchased the policy from11:07AM1011Mr. Winston in approximately 1986, he explained to11Q. Do you speak with	1	had from Mr. Winston when you purchased the policy	1	
4Compound.4him?5You can answer it.11:07AM5A. Yes.11:09AM6MR. LISY: Let me withdraw it and try to6Q. About how many times would you say7ask it a better way.7you've spoken to Mr. Winston since he sold you8THE WITNESS: Okay.8the insurance policy in 1986?9BY MR. LISY:9A. Oh, since he sold me the policy? Oh,10Q. When you purchased the policy from11:07AM11Mr. Winston in approximately 1986, he explained to1012you the five premium payments that would need to be1213made.1214A. Correct.1415Q. And at that time was it your understanding 11:07AM1516that you would not have to make an additional1617premium payment?11:07AM18A. Correct.1819Q. That's what Mr. Winston had told you?1919Q. That's what Mr. Winston had told you?1010Q. And if we fast forward to 2008 when you1212Preceived a letter from Conseco, your understanding11:07AM10Q. Okay. Other than the Massachusetts2211Q. How about a professional acquaintance?1224Q. Okay. Other than the Massachusetts			1	about how things were proceeding?
5You can answer it.11:07AM5A. Yes.11:09AM6MR. LISY: Let me withdraw it and try to6Q. About how many times would you say7ask it a better way.7you've spoken to Mr. Winston since he sold you8THE WITNESS: Okay.8the insurance policy in 1986?9BY MR. LISY:9A. Oh, since he sold me the policy? Oh,10Q. When you purchased the policy from11:07AM11Mr. Winston in approximately 1986, he explained to1112you the five premium payments that would need to be1213made.1214A. Correct.1415Q. And at that time was it your understanding11:07AM16that you would not have to make an additional1617premium payment?1118A. Correct.1819Q. That's what Mr. Winston had told you?20A. That's my understanding.11:07AM21Q. And if we fast forward to 2008 when you1122received a letter from Conseco, your understanding12:07AM23at that time was that you would have to make2324additional premium payments?2424Q. Okay. Other than the Massachusetts			2	
6MR. LISY: Let me withdraw it and try to ask it a better way.6Q. About how many times would you say you've spoken to Mr. Winston since he sold you the insurance policy in 1986?9BY MR. LISY: 09A. Oh, since he sold me the policy? Oh, goodness. A number of times. A number of times. 11:09AM10Q. When you purchased the policy from 11:07AM11:07AM 101011Mr. Winston in approximately 1986, he explained to you the five premium payments that would need to be 121113made.1214A. Correct.1315Q. And at that time was it your understanding 11:07AM that you would not have to make an additional remium payment?1516A. Correct.1417premium payment?11:07AM that syou would not have to make an additional received a letter from Conseco, your understanding 2011:07AM that time was that you would have to make a dditional premium payments?11:07AM that time was that you would have to make 2324additional premium payments?24Q. Okay. Other than the Massachusetts			1	A. No.
7ask it a better way.7you've spoken to Mr. Winston since he sold you8THE WITNESS: Okay.9you've spoken to Mr. Winston since he sold you9BY MR. LISY:9A. Oh, since he sold me the policy? Oh,10Q. When you purchased the policy from 11:07AM10goodness. A number of times. A number of times.11Mr. Winston in approximately 1986, he explained to11Q. Do you speak with withdraw.12you the five premium payments that would need to be12Did you speak with Mr. Winston on a13made.13regular basis from 1986 until the present time?14A. Correct.14A. No.15Q. And at that time was it your understanding 11:07AM15Q. What occasions would you speak to him on? 11:09AM16that you would not have to make an additional16A. I don't remember for certain, but I know17premium payment?18Q. Do you consider Mr. Winston a friend?19Q. That's what Mr. Winston had told you?19A. A friend? 1 consider him friendly, but20received a letter from Conseco, your understanding22Q. How about a professional acquaintance?23at that time was that you would have to make23A. Yes.24additional premium payments?24Q. Okay. Other than the Massachusetts	3 4	MR. MILLSTEIN: Objection. Vague.	3	A. No.Q. Was that the last time you had spoken with
8 THE WITNESS: Okay. 8 the insurance policy in 1986? 9 BY MR. LISY: 9 A. Oh, since he sold me the policy? Oh, 10 Q. When you purchased the policy from 11:07AM 10 goodness. A number of times. A number of times. 11:09AM 11 Mr. Winston in approximately 1986, he explained to 11 Q. Do you speak with withdraw. 12 you the five premium payments that would need to be 12 Did you speak with withdraw. 12 you the five premium payments that would need to be 12 Did you speak with Mr. Winston on a 13 made. 13 regular basis from 1986 until the present time? 14 A. Correct. 14 A. No. 15 Q. And at that time was it your understanding 11:07AM 15 Q. What occasions would you speak to him on? 11:09AM 16 that you would not have to make an additional 16 A. I don't remember for certain, but I know 17 we've had some conversations. 18 Q. Do you consider Mr. Winston a friend? 19 Q. That's what Mr. Winston had told you? 19 A. A friend? I consider him friendly, but 20 A. of if we fast forward to 2008 when you 1 friend.	3 4 5	MR. MILLSTEIN: Objection. Vague. Compound. You can answer it. [1:07AM	3 4	A. No.Q. Was that the last time you had spoken with him?
9BY MR. LISY:9A. Oh, since he sold me the policy? Oh,10Q. When you purchased the policy from11:07AM11Mr. Winston in approximately 1986, he explained to1012you the five premium payments that would need to be1113made.1214A. Correct.1215Q. And at that time was it your understanding 11:07AM1516that you would not have to make an additional1617premium payment?1818A. Correct.1819Q. That's what Mr. Winston had told you?1920A. That's my understanding.11:07AM21Q. And if we fast forward to 2008 when you2022received a letter from Conseco, your understanding2123at that time was that you would have to make2324additional premium payments?2424additional premium payments?24	3 4 5 6	MR. MILLSTEIN: Objection. Vague. Compound. You can answer it. [1:07AM MR. LISY: Let me withdraw it and try to	3 4 5	 A. No. Q. Was that the last time you had spoken with him? A. Yes.
10Q. When you purchased the policy from11:07AM11Mr. Winston in approximately 1986, he explained togoodness. A number of times. A number of times.11:09AM11Mr. Winston in approximately 1986, he explained toUQ. Do you speak with withdraw.11:09AM12you the five premium payments that would need to beDid you speak with Mr. Winston on a13regular basis from 1986 until the present time?14A. Correct.IQ. What occasions would you speak to him on?11:09AM15Q. And at that time was it your understanding 11:07AMIQ. What occasions would you speak to him on?11:09AM16that you would not have to make an additionalIA. No.IA. I don't remember for certain, but I know17premium payment?II:07AMIQ. Do you consider Mr. Winston a friend?19Q. That's what Mr. Winston had told you?IA. A friend? I consider him friendly, but20A. That's my understanding.II:07AMI21Q. And if we fast forward to 2008 when youI don't know that I would consider him an intimateII:10AM22Q. And if we fast forward to 2008 when youI friend.I23at that time was that you would have to makeA. Yes.I24additional premium payments?IQ. Okay. Other than the Massachusetts	3 4 5 6 7	MR. MILLSTEIN: Objection. Vague. Compound. You can answer it. [1:07AM MR. LISY: Let me withdraw it and try to ask it a better way.	3 4 5 6	 A. No. Q. Was that the last time you had spoken with him? A. Yes. 11:09AM Q. About how many times would you say
11Mr. Winston in approximately 1986, he explained to you the five premium payments that would need to be made.11Q. Do you speak with withdraw.12you the five premium payments that would need to be made.11Q. Do you speak with Mr. Winston on a 1214A. Correct.12Did you speak with Mr. Winston on a 1315Q. And at that time was it your understanding 11:07AM that you would not have to make an additional premium payment?14A. No.16that you would not have to make an additional premium payment?15Q. What occasions would you speak to him on? 11:09AM 1617we've had some conversations.16A. I don't remember for certain, but I know 171717we've had some conversations.18Q. Do you consider Mr. Winston a friend?19Q. That's what Mr. Winston had told you?19A. A friend? I consider him friendly, but20A. That's my understanding.11:07AM21Q. And if we fast forward to 2008 when you received a letter from Conseco, your understanding 2322Q. How about a professional acquaintance?23At that time was that you would have to make 2423A. Yes.2424Q. Okay. Other than the Massachusetts	3 4 5 6 7 8	MR. MILLSTEIN: Objection. Vague. Compound. You can answer it. 11:07AM MR. LISY: Let me withdraw it and try to ask it a better way. THE WITNESS: Okay.	3 4 5 6 7 8	 A. No. Q. Was that the last time you had spoken with him? A. Yes. 11:09AM Q. About how many times would you say you've spoken to Mr. Winston since he sold you the insurance policy in 1986?
12you the five premium payments that would need to be12Did you speak with Mr. Winston on a13made.13regular basis from 1986 until the present time?14A. Correct.14A. No.15Q. And at that time was it your understanding 11:07AM15Q. What occasions would you speak to him on? 11:09AM16that you would not have to make an additional16A. I don't remember for certain, but I know17premium payment?17we've had some conversations.18A. Correct.18Q. Do you consider Mr. Winston a friend?19Q. That's what Mr. Winston had told you?19A. A friend? I consider him friendly, but20A. That's my understanding.11:07AM2021griend.21friend.22cecived a letter from Conseco, your understanding2223at that time was that you would have to make2324additional premium payments?2424Q. Okay. Other than the Massachusetts	3 4 5 6 7 8 9	MR. MILLSTEIN: Objection. Vague. Compound. You can answer it. 11:07AM MR. LISY: Let me withdraw it and try to ask it a better way. THE WITNESS: Okay. BY MR. LISY:	3 4 5 6 7 8 9	 A. No. Q. Was that the last time you had spoken with him? A. Yes. 11:09AM Q. About how many times would you say you've spoken to Mr. Winston since he sold you the insurance policy in 1986? A. Oh, since he sold me the policy? Oh,
13made.13regular basis from 1986 until the present time?14A. Correct.14A. No.15Q. And at that time was it your understanding 11:07AM15Q. What occasions would you speak to him on? 11:09AM16that you would not have to make an additional16A. I don't remember for certain, but I know17premium payment?17we've had some conversations.18A. Correct.18Q. Do you consider Mr. Winston a friend?19Q. That's what Mr. Winston had told you?19A. A friend? I consider him friendly, but20A. That's my understanding.11:07AM20Q. And if we fast forward to 2008 when you2121received a letter from Conseco, your understanding2223at that time was that you would have to make2324additional premium payments?2424Q. Okay. Other than the Massachusetts	3 4 5 6 7 8 9 10	MR. MILLSTEIN: Objection. Vague. Compound. You can answer it. 11:07AM MR. LISY: Let me withdraw it and try to ask it a better way. THE WITNESS: Okay. BY MR. LISY: Q. When you purchased the policy from 11:07AM	3 4 5 6 7 8 9	 A. No. Q. Was that the last time you had spoken with him? A. Yes. [1:09AM] Q. About how many times would you say you've spoken to Mr. Winston since he sold you the insurance policy in 1986? A. Oh, since he sold me the policy? Oh, goodness. A number of times. A number of times. 11:09AM
14A. Correct.14A. No.15Q. And at that time was it your understanding 11:07AM15Q. What occasions would you speak to him on? 11:09AM16that you would not have to make an additional16A. I don't remember for certain, but I know17premium payment?17we've had some conversations.18A. Correct.18Q. Do you consider Mr. Winston a friend?19Q. That's what Mr. Winston had told you?19A. A friend? I consider him friendly, but20A. That's my understanding.11:07AM21Q. And if we fast forward to 2008 when you2122received a letter from Conseco, your understanding2223at that time was that you would have to make2324additional premium payments?2424Q. Okay. Other than the Massachusetts	3 4 5 6 7 8 9 10 11	MR. MILLSTEIN: Objection. Vague. Compound. You can answer it. [1:07AM MR. LISY: Let me withdraw it and try to ask it a better way. THE WITNESS: Okay. BY MR. LISY: Q. When you purchased the policy from 11:07AM Mr. Winston in approximately 1986, he explained to	3 4 5 6 7 8 9 10	 A. No. Q. Was that the last time you had spoken with him? A. Yes. [1:09AM] Q. About how many times would you say you've spoken to Mr. Winston since he sold you the insurance policy in 1986? A. Oh, since he sold me the policy? Oh, goodness. A number of times. A number of times. 11:09AM] Q. Do you speak with withdraw.
15Q. And at that time was it your understanding 11:07AM15Q. What occasions would you speak to him on? 11:09AM16that you would not have to make an additional16A. I don't remember for certain, but I know17premium payment?17we've had some conversations.18A. Correct.18Q. Do you consider Mr. Winston a friend?19Q. That's what Mr. Winston had told you?19A. A friend? I consider him friendly, but20A. That's my understanding.11:07AM21Q. And if we fast forward to 2008 when you2122received a letter from Conseco, your understanding2223at that time was that you would have to make2324additional premium payments?2424Q. Okay. Other than the Massachusetts	3 4 5 6 7 8 9 10 11 12	MR. MILLSTEIN: Objection. Vague. Compound. You can answer it. 11:07AM MR. LISY: Let me withdraw it and try to ask it a better way. THE WITNESS: Okay. BY MR. LISY: Q. When you purchased the policy from 11:07AM Mr. Winston in approximately 1986, he explained to you the five premium payments that would need to be	3 4 5 6 7 8 9 10 11 12	 A. No. Q. Was that the last time you had spoken with him? A. Yes. I1:09AM Q. About how many times would you say you've spoken to Mr. Winston since he sold you the insurance policy in 1986? A. Oh, since he sold me the policy? Oh, goodness. A number of times. A number of times. 11:09AM Q. Do you speak with withdraw. Did you speak with Mr. Winston on a
 16 that you would not have to make an additional 17 premium payment? 18 A. Correct. 19 Q. That's what Mr. Winston had told you? 19 A. That's my understanding. 11:07AM 20 A. That's my understanding. 11:07AM 20 A. And if we fast forward to 2008 when you 21 creceived a letter from Conseco, your understanding 22 received a letter from Conseco, your understanding 23 at that time was that you would have to make 24 additional premium payments? 16 A. I don't remember for certain, but I know 17 we've had some conversations. 18 Q. Do you consider Mr. Winston a friend? 19 A. A friend? 1 consider him friendly, but 20 1 don't know that I would consider him an intimate 11:10AM 21 friend. 22 Q. How about a professional acquaintance? 23 A. Yes. 24 Q. Okay. Other than the Massachusetts 	3 4 5 6 7 8 9 10 11 12 13	MR. MILLSTEIN: Objection. Vague. Compound. You can answer it. 11:07AM MR. LISY: Let me withdraw it and try to ask it a better way. THE WITNESS: Okay. BY MR. LISY: Q. When you purchased the policy from 11:07AM Mr. Winston in approximately 1986, he explained to you the five premium payments that would need to be made.	3 4 5 6 7 8 9 10 11 12 13	 A. No. Q. Was that the last time you had spoken with him? A. Yes. 11:09AM Q. About how many times would you say you've spoken to Mr. Winston since he sold you the insurance policy in 1986? A. Oh, since he sold me the policy? Oh, goodness. A number of times. A number of times. 11:09AM Q. Do you speak with withdraw. Did you speak with Mr. Winston on a regular basis from 1986 until the present time?
 premium payment? A. Correct. Q. That's what Mr. Winston had told you? A. That's my understanding. I1:07AM Q. And if we fast forward to 2008 when you received a letter from Conseco, your understanding at that time was that you would have to make additional premium payments? If we've had some conversations. We've had some conversations. Q. Do you consider Mr. Winston a friend? Q. Do you consider Mr. Winston a friend? I don't know that I would consider him an intimate 11:10AM friend. Q. How about a professional acquaintance? A. Yes. Q. Okay. Other than the Massachusetts 	3 4 5 6 7 8 9 10 11 12 13 14	MR. MILLSTEIN: Objection. Vague. Compound. You can answer it. 11:07AM MR. LISY: Let me withdraw it and try to ask it a better way. THE WITNESS: Okay. BY MR. LISY: Q. When you purchased the policy from 11:07AM Mr. Winston in approximately 1986, he explained to you the five premium payments that would need to be made. A. Correct.	3 4 5 6 7 8 9 10 11 12 13 14	 A. No. Q. Was that the last time you had spoken with him? A. Yes. 11:09AM Q. About how many times would you say you've spoken to Mr. Winston since he sold you the insurance policy in 1986? A. Oh, since he sold me the policy? Oh, goodness. A number of times. A number of times. 11:09AM Q. Do you speak with withdraw. Did you speak with Mr. Winston on a regular basis from 1986 until the present time? A. No.
18A. Correct.18Q. Do you consider Mr. Winston a friend?19Q. That's what Mr. Winston had told you?19A. A friend? 1 consider him friendly, but20A. That's my understanding.11:07AM21Q. And if we fast forward to 2008 when you201 don't know that I would consider him an intimate21Q. And if we fast forward to 2008 when you2122received a letter from Conseco, your understanding2223at that time was that you would have to make2324additional premium payments?2424Q. Okay. Other than the Massachusetts	3 4 5 6 7 8 9 10 11 12 13 14 15	MR. MILLSTEIN: Objection. Vague. Compound. You can answer it. 11:07AM MR. LISY: Let me withdraw it and try to ask it a better way. THE WITNESS: Okay. BY MR. LISY: Q. When you purchased the policy from 11:07AM Mr. Winston in approximately 1986, he explained to you the five premium payments that would need to be made. A. Correct. Q. And at that time was it your understanding 11:07AM	3 4 5 6 7 8 9 10 11 12 13 14 15	 A. No. Q. Was that the last time you had spoken with him? A. Yes. [1:09AM] Q. About how many times would you say you've spoken to Mr. Winston since he sold you the insurance policy in 1986? A. Oh, since he sold me the policy? Oh, goodness. A number of times. A number of times. [11:09AM] Q. Do you speak with withdraw. Did you speak with Mr. Winston on a regular basis from 1986 until the present time? A. No. Q. What occasions would you speak to him on? [11:09AM]
19Q. That's what Mr. Winston had told you?19A. A friend? 1 consider him friendly, but20A. That's my understanding.11:07AM21Q. And if we fast forward to 2008 when you2122received a letter from Conseco, your understanding2223at that time was that you would have to make2324additional premium payments?24	3 4 5 6 7 8 9 10 11 12 13 14 15 16	MR. MILLSTEIN: Objection. Vague. Compound. You can answer it. 11:07AM MR. LISY: Let me withdraw it and try to ask it a better way. THE WITNESS: Okay. BY MR. LISY: Q. When you purchased the policy from 11:07AM Mr. Winston in approximately 1986, he explained to you the five premium payments that would need to be made. A. Correct. Q. And at that time was it your understanding 11:07AM that you would not have to make an additional	3 4 5 6 7 8 9 10 11 12 13 14 15 16	 A. No. Q. Was that the last time you had spoken with him? A. Yes. I1:09AM Q. About how many times would you say you've spoken to Mr. Winston since he sold you the insurance policy in 1986? A. Oh, since he sold me the policy? Oh, goodness. A number of times. A number of times. 11:09AM Q. Do you speak with withdraw. Did you speak with Mr. Winston on a regular basis from 1986 until the present time? A. No. Q. What occasions would you speak to him on? 11:09AM A. I don't remember for certain, but I know
20A. That's my understanding.11:07AM21Q. And if we fast forward to 2008 when you2022received a letter from Conseco, your understanding2223at that time was that you would have to make2324additional premium payments?24	3 4 5 6 7 8 9 10 11 12 13 14 15 16 17	MR. MILLSTEIN: Objection. Vague. Compound. You can answer it. 11:07AM MR. LISY: Let me withdraw it and try to ask it a better way. THE WITNESS: Okay. BY MR. LISY: Q. When you purchased the policy from 11:07AM Mr. Winston in approximately 1986, he explained to you the five premium payments that would need to be made. A. Correct. Q. And at that time was it your understanding 11:07AM that you would not have to make an additional premium payment?	3 4 5 6 7 8 9 10 11 12 13 14 15 16 17	 A. No. Q. Was that the last time you had spoken with him? A. Yes. I1:09AM Q. About how many times would you say you've spoken to Mr. Winston since he sold you the insurance policy in 1986? A. Oh, since he sold me the policy? Oh, goodness. A number of times. A number of times. 11:09AM Q. Do you speak with withdraw. Did you speak with Mr. Winston on a regular basis from 1986 until the present time? A. No. Q. What occasions would you speak to him on? 11:09AM A. I don't remember for certain, but I know we've had some conversations.
21Q. And if we fast forward to 2008 when you21friend.22received a letter from Conseco, your understanding22Q. How about a professional acquaintance?23at that time was that you would have to make23A. Yes.24additional premium payments?24Q. Okay. Other than the Massachusetts	3 4 5 6 7 8 9 10 11 12 13 14 15 16 17 18	MR. MILLSTEIN: Objection. Vague. Compound. You can answer it. 11:07AM MR. LISY: Let me withdraw it and try to ask it a better way. THE WITNESS: Okay. BY MR. LISY: Q. When you purchased the policy from 11:07AM Mr. Winston in approximately 1986, he explained to you the five premium payments that would need to be made. A. Correct. Q. And at that time was it your understanding 11:07AM that you would not have to make an additional premium payment? A. Correct.	3 4 5 6 7 8 9 10 11 12 13 14 15 16 17 18	 A. No. Q. Was that the last time you had spoken with him? A. Yes. I1:09AM Q. About how many times would you say you've spoken to Mr. Winston since he sold you the insurance policy in 1986? A. Oh, since he sold me the policy? Oh, goodness. A number of times. A number of times. 11:09AM Q. Do you speak with withdraw. Did you speak with Mr. Winston on a regular basis from 1986 until the present time? A. No. Q. What occasions would you speak to him on? 11:09AM A. I don't remember for certain, but I know we've had some conversations. Q. Do you consider Mr. Winston a friend?
22received a letter from Conseco, your understanding22Q. How about a professional acquaintance?23at that time was that you would have to make23A. Yes.24additional premium payments?24Q. Okay. Other than the Massachusetts	3 4 5 6 7 8 9 10 11 12 13 14 15 16 17 18 19	MR. MILLSTEIN: Objection. Vague. Compound. You can answer it. 11:07AM MR. LISY: Let me withdraw it and try to ask it a better way. THE WITNESS: Okay. BY MR. LISY: Q. When you purchased the policy from 11:07AM Mr. Winston in approximately 1986, he explained to you the five premium payments that would need to be made. A. Correct. Q. And at that time was it your understanding 11:07AM that you would not have to make an additional premium payment? A. Correct. Q. That's what Mr. Winston had told you?	3 4 5 6 7 8 9 10 11 12 13 14 15 16 17 18	 A. No. Q. Was that the last time you had spoken with him? A. Yes. 11:09AM Q. About how many times would you say you've spoken to Mr. Winston since he sold you the insurance policy in 1986? A. Oh, since he sold me the policy? Oh, goodness. A number of times. A number of times. 11:09AM Q. Do you speak with withdraw. Did you speak with Mr. Winston on a regular basis from 1986 until the present time? A. No. Q. What occasions would you speak to him on? 11:09AM A. I don't remember for certain, but I know we've had some conversations. Q. Do you consider Mr. Winston a friend? A. A friend? I consider him friendly, but
23 at that time was that you would have to make23A. Yes.24 additional premium payments?24Q. Okay. Other than the Massachusetts	3 4 5 6 7 8 9 10 11 12 13 14 15 16 17 18 19 20	MR. MILLSTEIN: Objection. Vague. Compound. You can answer it. 11:07AM MR. LISY: Let me withdraw it and try to ask it a better way. THE WITNESS: Okay. BY MR. LISY: Q. When you purchased the policy from 11:07AM Mr. Winston in approximately 1986, he explained to you the five premium payments that would need to be made. A. Correct. Q. And at that time was it your understanding 11:07AM that you would not have to make an additional premium payment? A. Correct. Q. That's what Mr. Winston had told you? A. That's my understanding. 11:07AM	3 4 5 6 7 8 9 10 11 12 13 14 15 16 17 18 19 20	 A. No. Q. Was that the last time you had spoken with him? A. Yes. 11:09AM Q. About how many times would you say you've spoken to Mr. Winston since he sold you the insurance policy in 1986? A. Oh, since he sold me the policy? Oh, goodness. A number of times. A number of times. 11:09AM Q. Do you speak with withdraw. Did you speak with Mr. Winston on a regular basis from 1986 until the present time? A. No. Q. What occasions would you speak to him on? 11:09AM A. I don't remember for certain, but I know we've had some conversations. Q. Do you consider Mr. Winston a friend? A. A friend? I consider him friendly, but
24 additional premium payments? 24 Q. Okay. Other than the Massachusetts	3 4 5 6 7 8 9 10 11 12 13 14 15 16 17 18 19 20 21	MR. MILLSTEIN: Objection. Vague. Compound. You can answer it. 11:07AM MR. LISY: Let me withdraw it and try to ask it a better way. THE WITNESS: Okay. BY MR. LISY: Q. When you purchased the policy from 11:07AM Mr. Winston in approximately 1986, he explained to you the five premium payments that would need to be made. A. Correct. Q. And at that time was it your understanding 11:07AM that you would not have to make an additional premium payment? A. Correct. Q. That's what Mr. Winston had told you? A. That's my understanding. 11:07AM Q. And if we fast forward to 2008 when you	3 4 5 6 7 8 9 10 11 12 13 14 15 16 17 18 19 20 21	 A. No. Q. Was that the last time you had spoken with him? A. Yes. I1:09AM Q. About how many times would you say you've spoken to Mr. Winston since he sold you the insurance policy in 1986? A. Oh, since he sold me the policy? Oh, goodness. A number of times. A number of times. 11:09AM Q. Do you speak with withdraw. Did you speak with Mr. Winston on a regular basis from 1986 until the present time? A. No. Q. What occasions would you speak to him on? 11:09AM A. I don't remember for certain, but I know we've had some conversations. Q. Do you consider Mr. Winston a friend? A. A friend? I consider him friendly, but I don't know that I would consider him an intimate 11:10AM friend.
	3 4 5 6 7 8 9 10 11 12 13 14 15 16 17 18 19 20 21 22	MR. MILLSTEIN: Objection. Vague. Compound. You can answer it. 11:07AM MR. LISY: Let me withdraw it and try to ask it a better way. THE WITNESS: Okay. BY MR. LISY: Q. When you purchased the policy from 11:07AM Mr. Winston in approximately 1986, he explained to you the five premium payments that would need to be made. A. Correct. Q. And at that time was it your understanding 11:07AM that you would not have to make an additional premium payment? A. Correct. Q. That's what Mr. Winston had told you? A. That's my understanding. 11:07AM Q. And if we fast forward to 2008 when you received a letter from Conseco, your understanding	3 4 5 6 7 8 9 10 11 12 13 14 15 16 17 18 19 20 21 22	 A. No. Q. Was that the last time you had spoken with him? A. Yes. I1:09AM Q. About how many times would you say you've spoken to Mr. Winston since he sold you the insurance policy in 1986? A. Oh, since he sold me the policy? Oh, goodness. A number of times. A number of times. 11:09AM Q. Do you speak with withdraw. Did you speak with Mr. Winston on a regular basis from 1986 until the present time? A. No. Q. What occasions would you speak to him on? 11:09AM A. I don't remember for certain, but I know we've had some conversations. Q. Do you consider Mr. Winston a friend? A. A friend? I consider him friendly, but I don't know that I would consider him an intimate 11:10AM friend. Q. How about a professional acquaintance?
25 General Erre insurance poncy that you purchased F1:10AM	3 4 5 6 7 8 9 10 11 12 13 14 15 16 17 18 19 20 21 22 23	MR. MILLSTEIN: Objection. Vague. Compound. You can answer it. 11:07AM MR. LISY: Let me withdraw it and try to ask it a better way. THE WITNESS: Okay. BY MR. LISY: Q. When you purchased the policy from 11:07AM Mr. Winston in approximately 1986, he explained to you the five premium payments that would need to be made. A. Correct. Q. And at that time was it your understanding 11:07AM that you would not have to make an additional premium payment? A. Correct. Q. That's what Mr. Winston had told you? A. That's my understanding. 11:07AM Q. And if we fast forward to 2008 when you received a letter from Conseco, your understanding at that time was that you would have to make	3 4 5 6 7 8 9 10 11 12 13 14 15 16 17 18 19 20 21 22 23	 A. No. Q. Was that the last time you had spoken with him? A. Yes. I1:09AM Q. About how many times would you say you've spoken to Mr. Winston since he sold you the insurance policy in 1986? A. Oh, since he sold me the policy? Oh, goodness. A number of times. A number of times. 11:09AM Q. Do you speak with withdraw. Did you speak with Mr. Winston on a regular basis from 1986 until the present time? A. No. Q. What occasions would you speak to him on? 11:09AM A. I don't remember for certain, but I know we've had some conversations. Q. Do you consider Mr. Winston a friend? A. A friend? I consider him friendly, but I don't know that I would consider him an intimate 11:10AM friend. Q. How about a professional acquaintance? A. Yes.
	3 4 5 6 7 8 9 10 11 12 13 14 15 16 17 18 19 20 21 22 23 24	MR. MILLSTEIN: Objection. Vague. Compound. You can answer it. 11:07AM MR. LISY: Let me withdraw it and try to ask it a better way. THE WITNESS: Okay. BY MR. LISY: Q. When you purchased the policy from 11:07AM Mr. Winston in approximately 1986, he explained to you the five premium payments that would need to be made. A. Correct. Q. And at that time was it your understanding 11:07AM that you would not have to make an additional premium payment? A. Correct. Q. That's what Mr. Winston had told you? A. That's my understanding. 11:07AM Q. And if we fast forward to 2008 when you received a letter from Conseco, your understanding at that time was that you would have to make additional premium payments?	3 4 5 6 7 8 9 10 11 12 13 14 15 16 17 18 19 20 21 22 23 24	 A. No. Q. Was that the last time you had spoken with him? A. Yes. I1:09AM Q. About how many times would you say you've spoken to Mr. Winston since he sold you the insurance policy in 1986? A. Oh, since he sold me the policy? Oh, goodness. A number of times. A number of times. 11:09AM Q. Do you speak with withdraw. Did you speak with Mr. Winston on a regular basis from 1986 until the present time? A. No. Q. What occasions would you speak to him on? 11:09AM A. I don't remember for certain, but I know we've had some conversations. Q. Do you consider Mr. Winston a friend? A. A friend? I consider him friendly, but I don't know that I would consider him an intimate 11:10AM friend. Q. How about a professional acquaintance? A. Yes. Q. Okay. Other than the Massachusetts

12 (Pages 42 to 45)

	Case3:10-md-02124-SI Document26	-12	Filed04/22/10 Page14 of 37
	Page 46		Page 48
1	from Mr. Winston, have you purchased other insurance	1	wife is 15 years younger than I am.
2	policies or investment products from him?	2	Q. Anything else that was important to you at
3	A. No.	3	the time?
4	Q. The conversations that you've had with	4	A. Not that I recall.
5	him over the years, did those relate to your life 11:10AM	5	Q. And over the duration of the policy did 11:14AM
6	insurance policy?	6	other aspects of it become more important to you or
7	A. Yes.	7	less important to you?
8	Q. Who initiated those conversations?	8	A. No.
9	A. Probably me.	9	Q. It remained the case that the amount
10	Q. For what reason? 11:11AM	10	of the death benefit and the length of time were 11:14AM
11	A. Relative to a possibility of making loans	11	important to you?
12	on my insurance policy.	12	Á. Yes.
13	Q. Why would you call Mr. Winston about	13	Q. Those were the most important things?
14	making a loan on your insurance policy?	14	A. Yes.
15	A. I didn't know who else to call. 11:11AM	15	Q. When you purchased the policy in 1986, did 11:14AM
16	Q. Did he assist you with that?	16	you receive a hard copy document of ~
17	A. Yes.	17	A. Yes.
18	Q. Back in 1986 when you purchased the	18	Q. Who did you receive that from?
19	Massachusetts General policy from Mr. Winston,	19	A. Mr. Winston, as I recall.
20	what was it that you thought you were buying? 11:12AM	20	Q. Did he give it to you personally or mail 11:14AM
21	A. A life insurance policy that would	21	it to you or some other way?
22	insure me until age 95.	22	A. I don't recall for certain.
23	Q. Do you think you received that?	23	Q. Did he review the policy at all?
24 25	MR. MILLSTEIN: Objection. Vague. THE WITNESS: Did I receive it? 11:12AM	24	A. I don't recall.
25	THE WITNESS: Did I receive it? 11:12AM	25	Q. At the time you received it from him, did 11:15AM
	Page 47		
.		Ι.	Page 49
	BY MR. LISY:		1.50
1 2			you read it?
2	Q. Yes. A. Well that's what I thought I received		A. I don't recall.
3	A. Well, that's what I thought I received.	3	A. I don't recall.Q. Did you have any questions about the
3	 A. Well, that's what I thought I received. Q. Sitting here today, is that what you 	3 4	 A. I don't recall. Q. Did you have any questions about the policy?
3 4 5	 A. Well, that's what I thought I received. Q. Sitting here today, is that what you strike that. 	3 4 5	 A. I don't recall. Q. Did you have any questions about the policy? A. Oh, most 11:15AM
3	 A. Well, that's what I thought I received. Q. Sitting here today, is that what you strike that. Sitting here today, did you receive a life 	3 4 5 6	 A. I don't recall. Q. Did you have any questions about the policy? A. Oh, most 11:15AM MR. MILLSTEIN: Objection. Vague.
3 4 5 6 7	 A. Well, that's what I thought I received. Q. Sitting here today, is that what you strike that. Sitting here today, did you receive a life insurance policy that would insure you until age 95? 	3 4 5 6 7	 A. I don't recall. Q. Did you have any questions about the policy? A. Oh, most 11:15AM MR. MILLSTEIN: Objection. Vague. THE WITNESS: Most of it 1 didn't
3 4 5 6 7 8	 A. Well, that's what I thought I received. Q. Sitting here today, is that what you strike that. Sitting here today, did you receive a life insurance policy that would insure you until age 95? MR. MILLSTEIN: Objection. Vague. Calls 	3 4 5 6 7 8	 A. I don't recall. Q. Did you have any questions about the policy? A. Oh, most 11:15AM MR. MILLSTEIN: Objection. Vague. THE WITNESS: Most of it 1 didn't understand. It was written in life insurance
3 4 5 6 7 8 9	 A. Well, that's what I thought I received. Q. Sitting here today, is that what you strike that. Sitting here today, did you receive a life insurance policy that would insure you until age 95? MR. MILLSTEIN: Objection. Vague. Calls for a legal conclusion. 	3 4 5 6 7 8 9	 A. I don't recall. Q. Did you have any questions about the policy? A. Oh, most 11:15AM MR. MILLSTEIN: Objection. Vague. THE WITNESS: Most of it 1 didn't understand. It was written in life insurance language.
3 4 5 6 7 8 9 10	 A. Well, that's what I thought I received. Q. Sitting here today, is that what you strike that. Sitting here today, did you receive a life insurance policy that would insure you until age 95? MR. MILLSTEIN: Objection. Vague. Calls for a legal conclusion. You can answer. 	3 4 5 6 7 8 9 10	 A. I don't recall. Q. Did you have any questions about the policy? A. Oh, most 11:15AM MR. MILLSTEIN: Objection. Vague. THE WITNESS: Most of it 1 didn't understand. It was written in life insurance language. BY MR. LISY: 11:15AM
3 4 5 6 7 8 9 10 11	 A. Well, that's what I thought I received. Q. Sitting here today, is that what you strike that. Sitting here today, did you receive a life insurance policy that would insure you until age 95? MR. MILLSTEIN: Objection. Vague. Calls for a legal conclusion. 	3 4 5 6 7 8 9 10 11	 A. I don't recall. Q. Did you have any questions about the policy? A. Oh, most 11:15AM MR. MILLSTEIN: Objection. Vague. THE WITNESS: Most of it 1 didn't understand. It was written in life insurance language. BY MR. LISY: 11:15AM Q. Did you ask Mr. Winston or anyone else for
3 4 5 6 7 8 9 10 11 12	 A. Well, that's what I thought I received. Q. Sitting here today, is that what you strike that. Sitting here today, did you receive a life insurance policy that would insure you until age 95? MR. MILLSTEIN: Objection. Vague. Calls for a legal conclusion. You can answer. 11:13AM THE WITNESS: Well, that's what the policy 	3 4 5 6 7 8 9 10 11 12	 A. I don't recall. Q. Did you have any questions about the policy? A. Oh, most 11:15AM MR. MILLSTEIN: Objection. Vague. THE WITNESS: Most of it 1 didn't understand. It was written in life insurance language. BY MR. LISY: 11:15AM Q. Did you ask Mr. Winston or anyone else for clarification?
3 4 5 6 7 8 9 10 11	 A. Well, that's what I thought I received. Q. Sitting here today, is that what you strike that. Sitting here today, did you receive a life insurance policy that would insure you until age 95? MR. MILLSTEIN: Objection. Vague. Calls for a legal conclusion. You can answer. H1:13AM THE WITNESS: Well, that's what the policy said. BY MR. LISY: 	3 4 5 6 7 8 9 10 11 12 13	 A. I don't recall. Q. Did you have any questions about the policy? A. Oh, most 11:15AM MR. MILLSTEIN: Objection. Vague. THE WITNESS: Most of it 1 didn't understand. It was written in life insurance language. BY MR. LISY: 11:15AM Q. Did you ask Mr. Winston or anyone else for clarification? A. I thought I understood the policy as
3 4 5 6 7 8 9 10 11 12 13	 A. Well, that's what I thought I received. Q. Sitting here today, is that what you strike that. Sitting here today, did you receive a life insurance policy that would insure you until age 95? MR. MILLSTEIN: Objection. Vague. Calls for a legal conclusion. You can answer. H1:13AM THE WITNESS: Well, that's what the policy said. BY MR. LISY: Q. When you purchased the policy, what about 	3 4 5 6 7 8 9 10 11 12	 A. I don't recall. Q. Did you have any questions about the policy? A. Oh, most 11:15AM MR. MILLSTEIN: Objection. Vague. THE WITNESS: Most of it 1 didn't understand. It was written in life insurance language. BY MR. LISY: 11:15AM Q. Did you ask Mr. Winston or anyone else for clarification? A. I thought I understood the policy as presented.
3 4 5 6 7 8 9 10 11 12 13 14	 A. Well, that's what I thought I received. Q. Sitting here today, is that what you strike that. Sitting here today, did you receive a life insurance policy that would insure you until age 95? MR. MILLSTEIN: Objection. Vague. Calls for a legal conclusion. You can answer. H1:13AM THE WITNESS: Well, that's what the policy said. BY MR. LISY: Q. When you purchased the policy, what about the policy was important to you? 11:13AM 	3 4 5 6 7 8 9 10 11 12 13 14	 A. I don't recall. Q. Did you have any questions about the policy? A. Oh, most 11:15AM MR. MILLSTEIN: Objection. Vague. THE WITNESS: Most of it 1 didn't understand. It was written in life insurance language. BY MR. LISY: 11:15AM Q. Did you ask Mr. Winston or anyone else for clarification? A. I thought I understood the policy as presented. Q. A minute ago you said most of the policy [1:15AM
3 4 5 6 7 8 9 10 11 12 13 14 15	 A. Well, that's what I thought I received. Q. Sitting here today, is that what you strike that. Sitting here today, did you receive a life insurance policy that would insure you until age 95? MR. MILLSTEIN: Objection. Vague. Calls for a legal conclusion. You can answer. H1:13AM THE WITNESS: Well, that's what the policy said. BY MR. LISY: Q. When you purchased the policy, what about the policy was important to you? H1:13AM 	3 4 5 6 7 8 9 10 11 12 13 14 15	 A. I don't recall. Q. Did you have any questions about the policy? A. Oh, most 11:15AM MR. MILLSTEIN: Objection. Vague. THE WITNESS: Most of it 1 didn't understand. It was written in life insurance language. BY MR. LISY: 11:15AM Q. Did you ask Mr. Winston or anyone else for clarification? A. I thought I understood the policy as presented. Q. A minute ago you said most of the policy [1:15AM you didn't understand
3 4 5 6 7 8 9 10 11 12 13 14 15 16	 A. Well, that's what I thought I received. Q. Sitting here today, is that what you strike that. Sitting here today, did you receive a life insurance policy that would insure you until age 95? MR. MILLSTEIN: Objection. Vague. Calls for a legal conclusion. You can answer. H1:13AM THE WITNESS: Well, that's what the policy said. BY MR. LISY: Q. When you purchased the policy, what about the policy was important to you? H1:13AM A. The amount and the length of time that it 	3 4 5 6 7 8 9 10 11 12 13 14 15 16	 A. I don't recall. Q. Did you have any questions about the policy? A. Oh, most 11:15AM MR. MILLSTEIN: Objection. Vague. THE WITNESS: Most of it 1 didn't understand. It was written in life insurance language. BY MR. LISY: 11:15AM Q. Did you ask Mr. Winston or anyone else for clarification? A. I thought I understood the policy as presented. Q. A minute ago you said most of the policy [1:15AM you didn't understand MR. MILLSTEIN: Object.
3 4 5 6 7 8 9 10 11 12 13 14 15 16 17	 A. Well, that's what I thought I received. Q. Sitting here today, is that what you strike that. Sitting here today, did you receive a life insurance policy that would insure you until age 95? MR. MILLSTEIN: Objection. Vague. Calls for a legal conclusion. You can answer. H1:13AM THE WITNESS: Well, that's what the policy said. BY MR. LISY: Q. When you purchased the policy, what about the policy was important to you? H1:13AM A. The amount and the length of time that it would be in force. 	3 4 5 6 7 8 9 10 11 12 13 14 15 16 17	 A. I don't recall. Q. Did you have any questions about the policy? A. Oh, most I1:15AM MR. MILLSTEIN: Objection. Vague. THE WITNESS: Most of it 1 didn't understand. It was written in life insurance language. BY MR. LISY: I1:15AM Q. Did you ask Mr. Winston or anyone else for clarification? A. I thought I understood the policy as presented. Q. A minute ago you said most of the policy [1:15AM you didn't understand MR. MILLSTEIN: Object. MR. LISY: Let me ask my question, please.
3 4 5 7 8 9 10 11 12 13 14 15 16 17 18	 A. Well, that's what I thought I received. Q. Sitting here today, is that what you strike that. Sitting here today, did you receive a life insurance policy that would insure you until age 95? MR. MILLSTEIN: Objection. Vague. Calls for a legal conclusion. You can answer. 11:13AM THE WITNESS: Well, that's what the policy said. BY MR. LISY: Q. When you purchased the policy, what about the policy was important to you? 11:13AM A. The amount and the length of time that it would be in force. Q. What do you mean by "amount"? 	3 4 5 6 7 8 9 10 11 12 13 14 15 16 17 18	 A. I don't recall. Q. Did you have any questions about the policy? A. Oh, most 11:15AM MR. MILLSTEIN: Objection. Vague. THE WITNESS: Most of it 1 didn't understand. It was written in life insurance language. BY MR. LISY: 11:15AM Q. Did you ask Mr. Winston or anyone else for clarification? A. I thought I understood the policy as presented. Q. A minute ago you said most of the policy [1:15AM you didn't understand MR. MILLSTEIN: Object.
3 4 5 6 7 8 9 10 11 12 13 14 15 16 17 18 19	 A. Well, that's what I thought I received. Q. Sitting here today, is that what you strike that. Sitting here today, did you receive a life insurance policy that would insure you until age 95? MR. MILLSTEIN: Objection. Vague. Calls for a legal conclusion. You can answer. H1:13AM THE WITNESS: Well, that's what the policy said. BY MR. LISY: Q. When you purchased the policy, what about the policy was important to you? H1:13AM A. The amount and the length of time that it would be in force. Q. What do you mean by "amount"? A. Well, it was for a million dollars. 	3 4 5 6 7 8 9 10 11 12 13 14 15 16 17 18 19	 A. I don't recall. Q. Did you have any questions about the policy? A. Oh, most 11:15AM MR. MILLSTEIN: Objection. Vague. THE WITNESS: Most of it 1 didn't understand. It was written in life insurance language. BY MR. LISY: 11:15AM Q. Did you ask Mr. Winston or anyone else for clarification? A. I thought I understood the policy as presented. Q. A minute ago you said most of the policy II:15AM you didn't understand MR. MILLSTEIN: Object. MR. LISY: Let me ask my question, please. MR. MILLSTEIN: Okay. BY MR. LISY: 11:16AM
3 4 5 6 7 8 9 10 11 12 13 14 15 16 17 18 19 20	 A. Well, that's what I thought I received. Q. Sitting here today, is that what you strike that. Sitting here today, did you receive a life insurance policy that would insure you until age 95? MR. MILLSTEIN: Objection. Vague. Calls for a legal conclusion. You can answer. H1:13AM THE WITNESS: Well, that's what the policy said. BY MR. LISY: Q. When you purchased the policy, what about the policy was important to you? H1:13AM A. The amount and the length of time that it would be in force. Q. What do you mean by "amount"? A. Well, it was for a million dollars. Q. The death benefit? H1:13AM 	3 4 5 6 7 8 9 10 11 12 13 14 15 16 17 18 19 20	 A. I don't recall. Q. Did you have any questions about the policy? A. Oh, most 11:15AM MR. MILLSTEIN: Objection. Vague. THE WITNESS: Most of it 1 didn't understand. It was written in life insurance language. BY MR. LISY: 11:15AM Q. Did you ask Mr. Winston or anyone else for clarification? A. I thought I understood the policy as presented. Q. A minute ago you said most of the policy [1:15AM you didn't understand MR. MILLSTEIN: Object. MR. LISY: Let me ask my question, please. MR. MILLSTEIN: Okay.
3 4 5 6 7 8 9 10 11 12 13 14 15 16 17 18 19 20 21	 A. Well, that's what I thought I received. Q. Sitting here today, is that what you strike that. Sitting here today, did you receive a life insurance policy that would insure you until age 95? MR. MILLSTEIN: Objection. Vague. Calls for a legal conclusion. You can answer. H1:13AM THE WITNESS: Well, that's what the policy said. BY MR. LISY: Q. When you purchased the policy, what about the policy was important to you? H1:13AM A. The amount and the length of time that it would be in force. Q. What do you mean by "amount"? A. Well, it was for a million dollars. Q. The death benefit? H1:13AM 	3 4 5 6 7 8 9 10 11 12 13 14 15 16 17 18 19 20 21	 A. I don't recall. Q. Did you have any questions about the policy? A. Oh, most 11:15AM MR. MILLSTEIN: Objection. Vague. THE WITNESS: Most of it 1 didn't understand. It was written in life insurance language. BY MR. LISY: 11:15AM Q. Did you ask Mr. Winston or anyone else for clarification? A. I thought I understood the policy as presented. Q. A minute ago you said most of the policy [1:15AM you didn't understand MR. MILLSTEIN: Object. MR. LISY: Let me ask my question, please. MR. MILLSTEIN: Okay. BY MR. LISY: 11:16AM Q. A minute ago you said most of the policy you didn't understand
3 4 5 6 7 8 9 10 11 12 13 14 15 16 17 18 19 20 21 22 23 24	 A. Well, that's what I thought I received. Q. Sitting here today, is that what you strike that. Sitting here today, did you receive a life insurance policy that would insure you until age 95? MR. MILLSTEIN: Objection. Vague. Calls for a legal conclusion. You can answer. H1:13AM THE WITNESS: Well, that's what the policy said. BY MR. LISY: Q. When you purchased the policy, what about the policy was important to you? H1:13AM A. The amount and the length of time that it would be in force. Q. What do you mean by "amount"? A. Well, it was for a million dollars. Q. The death benefit? H1:13AM A. Yeah, the death benefit was a million 	3 4 5 6 7 8 9 10 11 12 13 14 15 16 17 18 19 20 21 22	 A. I don't recall. Q. Did you have any questions about the policy? A. Oh, most 11:15AM MR. MILLSTEIN: Objection. Vague. THE WITNESS: Most of it 1 didn't understand. It was written in life insurance language. BY MR. LISY: 11:15AM Q. Did you ask Mr. Winston or anyone else for clarification? A. I thought I understood the policy as presented. Q. A minute ago you said most of the policy 11:15AM you didn't understand MR. MILLSTEIN: Object. MR. LISY: Let me ask my question, please. MR. MILLSTEIN: Object. MR. LISY: 11:16AM Q. A minute ago you said most of the policy
3 4 5 6 7 8 9 10 11 12 13 14 15 16 17 18 19 20 21 22 23	 A. Well, that's what I thought I received. Q. Sitting here today, is that what you strike that. Sitting here today, did you receive a life insurance policy that would insure you until age 95? MR. MILLSTEIN: Objection. Vague. Calls for a legal conclusion. You can answer. H1:13AM THE WITNESS: Well, that's what the policy said. BY MR. LISY: Q. When you purchased the policy, what about the policy was important to you? H1:13AM A. The amount and the length of time that it would be in force. Q. What do you mean by "amount"? A. Well, it was for a million dollars. Q. The death benefit? H1:13AM A. Yeah, the death benefit was a million dollars. Q. And what do you mean by "the length of 	3 4 5 6 7 8 9 10 11 12 13 14 15 16 17 18 19 20 21 22 23	 A. I don't recall. Q. Did you have any questions about the policy? A. Oh, most 11:15AM MR. MILLSTEIN: Objection. Vague. THE WITNESS: Most of it 1 didn't understand. It was written in life insurance language. BY MR. LISY: 11:15AM Q. Did you ask Mr. Winston or anyone else for clarification? A. I thought I understood the policy as presented. Q. A minute ago you said most of the policy [1:15AM you didn't understand MR. MILLSTEIN: Object. MR. LISY: Let me ask my question, please. MR. MILLSTEIN: Okay. BY MR. LISY: 11:16AM Q. A minute ago you said most of the policy you didn't understand you said most of the policy you didn't understand you said most of the policy you didn't understand, but just now you said you thought you understood what the policy presented.

13 (Pages 46 to 49)

	Case3:10-md-02124-SI Document26	-12	
1	Page 50		Page 52
11	it that you asked of Mr. Winston or anyone else?	1	A. A reason? Because he thought that I
2	MR. MILLSTEIN: Okay. Objection. it's	2	should have legal counsel.
3	argumentative. I ask you to state a standalone	3	Q. When did Mr. Winston refer you to
4	question without the preface of your understanding	4	Mr. Millstein?
5	of his prior answers which renders the question 11:16AM	5	A. It would have either been in late 2008 11:19AM
6	argumentative and compound.	6	or early 2009.
7	BY MR. LISY:	7	Q. In one of the conversations we talked
8	Q. At the time you purchased the policy and	8	about earlier?
9	you received the policy, did you have any questions	9	A. Yes. And also in a letter that he sent to
10	about it that you asked of Mr. Winston or anyone 11:16AM	10	me giving me Mr. Millstein's address and so forth. 11:19AM
11	else?	11	Q. Do you recall what else he said in that
12	A. At the time I received it, no.	12	letter?
13	Q. At the time you received it, do you	13	A. No, I don't recall.
14	believe you understood what the policy was?	14	THE WITNESS: Am I causing you trouble
15	A. Yes. 11:17AM	15	over there? 11:20AM
16	Q. And that understanding was from	16	BY MR. LISY:
17	Mr. Winston?	17	Q. Do you still have a copy of that letter?
18	A. Correct.	18	A. I'm sure I do.
19	Q. If you had had questions at the time,	19	MR. LISY: David, I don't think we've seen
20	could you have asked Mr. Winston about them? [1:17AM	20	a copy of that. 11:20AM
21	MR. MILLSTEIN: Objection. Calls for	21	MR. MILLSTEIN: I don't think I have,
22	speculation.	22	MR. LISY: If you might inquire.
23	You can answer.	23	MR. MILLSTEIN: I will inquire and get
24	THE WITNESS: I'm sure he would have	24	back to you on it.
25	talked to me about it and answered any questions. 11:17AM	25	MR. LISY: Thank you. 11:20AM
-	Page 51	╂──	Page 53
1	BY MR. LISY:	1.	BY MR. LISY:
2	Q. Have you spoken with Mr. Winston about	L '.	Q. Did Mr. Winston ever recommend that you
	Q. There you spoken with this will ston about	1 7	
	your insurance policy since this lawsuit has been	2	
3	your insurance policy since this lawsuit has been	3	sue Conseco Life?
3 4	filed?	3 4	sue Conseco Life? MR. MILLSTEIN: Objection. Vague.
3 4 5	filed? A. Have I talked to him about what? 11:17AM	3 4 5	sue Conseco Life? MR. MILLSTEIN: Objection. Vague. THE WITNESS: I don't recall that specific 11:21AM
3 4 5 6	filed? A. Have I talked to him about what? 11:17AM Q. Have you spoken with Mr. Winston about	3 4 5 6	sue Conseco Life? MR. MILLSTEIN: Objection. Vague. THE WITNESS: I don't recall that specific 11:21AM recommendation.
3 4 5 6 7	filed? A. Have I talked to him about what? 11:17AM Q. Have you spoken with Mr. Winston about your insurance policy since the lawsuit has been	3 4 5 6 7	sue Conseco Life? MR. MILLSTEIN: Objection. Vague. THE WITNESS: I don't recall that specific 11:21AM recommendation. BY MR. LISY:
3 4 5 6 7 8	filed? A. Have I talked to him about what? 11:17AM Q. Have you spoken with Mr. Winston about your insurance policy since the lawsuit has been filed?	3 4 5 6 7 8	sue Conseco Life? MR. MILLSTEIN: Objection. Vague. THE WITNESS: I don't recall that specific 11:21AM recommendation. BY MR. LISY: Q. Do you know where Mr. Winston is working
3 4 5 6 7 8 9	 filed? A. Have I talked to him about what? 11:17AM Q. Have you spoken with Mr. Winston about your insurance policy since the lawsuit has been filed? A. Well, I talked to him. I guess you could 	3 4 5 6 7 8 9	sue Conseco Life? MR. MILLSTEIN: Objection. Vague. THE WITNESS: I don't recall that specific 11:21AM recommendation. BY MR. LISY: Q. Do you know where Mr. Winston is working today, if anywhere?
3 4 5 6 7 8 9 10	 filed? A. Have I talked to him about what? 11:17AM Q. Have you spoken with Mr. Winston about your insurance policy since the lawsuit has been filed? A. Well, I talked to him. I guess you could say it was about the insurance policy. 11:18AM 	3 4 5 6 7 8	sue Conseco Life? MR. MILLSTEIN: Objection. Vague. THE WITNESS: I don't recall that specific 11:21AM recommendation. BY MR. LISY: Q. Do you know where Mr. Winston is working today, if anywhere? A. He has an office in Dublin and he has an 11:21AM
3 4 5 6 7 8 9 10 11	filed? A. Have I talked to him about what? 11:17AM Q. Have you spoken with Mr. Winston about your insurance policy since the lawsuit has been filed? A. Well, I talked to him. I guess you could say it was about the insurance policy. 11:18AM Q. When was that?	3 4 5 6 7 8 9 10	sue Conseco Life? MR. MILLSTEIN: Objection. Vague. THE WITNESS: I don't recall that specific 11:21AM recommendation. BY MR. LISY: Q. Do you know where Mr. Winston is working today, if anywhere?
3 4 5 6 7 8 9 10 11 12	filed? A. Have I talked to him about what? 11:17AM Q. Have you spoken with Mr. Winston about your insurance policy since the lawsuit has been filed? A. Well, I talked to him. I guess you could say it was about the insurance policy. 11:18AM Q. When was that? A. That would have either been in late 2008	3 4 5 6 7 8 9 10 11 12	sue Conseco Life? MR. MILLSTEIN: Objection. Vague. THE WITNESS: I don't recall that specific 11:21AM recommendation. BY MR. LISY: Q. Do you know where Mr. Winston is working today, if anywhere? A. He has an office in Dublin and he has an 11:21AM office somewhere in Southern California, but I don't know where that is.
3 4 5 6 7 8 9 10 11 12 13	filed? A. Have I talked to him about what? 11:17AM Q. Have you spoken with Mr. Winston about your insurance policy since the lawsuit has been filed? A. Well, I talked to him. I guess you could say it was about the insurance policy. 11:18AM Q. When was that? A. That would have either been in late 2008 or early 2009.	3 4 5 6 7 8 9 10 11 12 13	sue Conseco Life? MR. MILLSTEIN: Objection. Vague. THE WITNESS: I don't recall that specific 11:21AM recommendation. BY MR. LISY: Q. Do you know where Mr. Winston is working today, if anywhere? A. He has an office in Dublin and he has an 11:21AM office somewhere in Southern California, but I don't know where that is. Q. Is Dublin a local
3 4 5 6 7 8 9 10 11 12 13 14	 filed? A. Have I talked to him about what? 11:17AM Q. Have you spoken with Mr. Winston about your insurance policy since the lawsuit has been filed? A. Well, I talked to him. I guess you could say it was about the insurance policy. 11:18AM Q. When was that? A. That would have either been in late 2008 or early 2009. Q. Are those the conversations that we talked 	3 4 5 6 7 8 9 10 11 12	 sue Conseco Life? MR. MILLSTEIN: Objection. Vague. THE WITNESS: I don't recall that specific 11:21AM recommendation. BY MR. LISY: Q. Do you know where Mr. Winston is working today, if anywhere? A. He has an office in Dublin and he has an 11:21AM office somewhere in Southern California, but I don't know where that is. Q. Is Dublin a local
3 4 5 6 7 8 9 10 11 12 13 14 15	filed? A. Have I talked to him about what? 11:17AM Q. Have you spoken with Mr. Winston about your insurance policy since the lawsuit has been filed? A. Well, I talked to him. I guess you could say it was about the insurance policy. 11:18AM Q. When was that? A. That would have either been in late 2008 or early 2009. Q. Are those the conversations that we talked about 11:18AM	3 4 5 6 7 8 9 10 11 12 13 14	sue Conseco Life? MR. MILLSTEIN: Objection. Vague. THE WITNESS: I don't recall that specific 11:21AM recommendation. BY MR. LISY: Q. Do you know where Mr. Winston is working today, if anywhere? A. He has an office in Dublin and he has an 11:21AM office somewhere in Southern California, but I don't know where that is. Q. Is Dublin a local A. Dublin, California. Yes, it's over the hill. 11:21AM
3 4 5 6 7 8 9 10 11 12 13 14 15 16	filed? A. Have I talked to him about what? 11:17AM Q. Have you spoken with Mr. Winston about your insurance policy since the lawsuit has been filed? A. Well, I talked to him. I guess you could say it was about the insurance policy. 11:18AM Q. When was that? A. That would have either been in late 2008 or early 2009. Q. Are those the conversations that we talked about 11:18AM A. Yes.	3 4 5 6 7 8 9 10 11 12 13 14 15 16	sue Conseco Life? MR. MILLSTEIN: Objection. Vague. THE WITNESS: I don't recall that specific 11:21AM recommendation. BY MR. LISY: Q. Do you know where Mr. Winston is working today, if anywhere? A. He has an office in Dublin and he has an 11:21AM office somewhere in Southern California, but I don't know where that is. Q. Is Dublin a local A. Dublin, California. Yes, it's over the hill. Q. Do you know if Mr. Winston is still
3 4 5 6 7 8 9 10 11 12 13 14 15 16 17	filed? A. Have I talked to him about what? 11:17AM Q. Have you spoken with Mr. Winston about your insurance policy since the lawsuit has been filed? A. Well, I talked to him. I guess you could say it was about the insurance policy. 11:18AM Q. When was that? A. That would have either been in late 2008 or early 2009. Q. Are those the conversations that we talked about 11:18AM A. Yes. Q a few moments ago?	3 4 5 6 7 8 9 10 11 12 13 14 15 16 17	sue Conseco Life? MR. MILLSTEIN: Objection. Vague. THE WITNESS: I don't recall that specific 11:21AM recommendation. BY MR. LISY: Q. Do you know where Mr. Winston is working today, if anywhere? A. He has an office in Dublin and he has an 11:21AM office somewhere in Southern California, but I don't know where that is. Q. Is Dublin a local A. Dublin, California. Yes, it's over the hill. Q. Do you know if Mr. Winston is still selling insurance today?
3 4 5 6 7 8 9 10 11 12 13 14 15 16 17 18	filed? A. Have I talked to him about what? 11:17AM Q. Have you spoken with Mr. Winston about your insurance policy since the lawsuit has been filed? A. Well, I talked to him. I guess you could say it was about the insurance policy. 11:18AM Q. When was that? A. That would have either been in late 2008 or early 2009. Q. Are those the conversations that we talked about 11:18AM A. Yes. Q a few moments ago? A. Yes.	3 4 5 6 7 8 9 10 11 12 13 14 15 16 17 18	sue Conseco Life? MR. MILLSTEIN: Objection. Vague. THE WITNESS: I don't recall that specific 11:21AM recommendation. BY MR. LISY: Q. Do you know where Mr. Winston is working today, if anywhere? A. He has an office in Dublin and he has an 11:21AM office somewhere in Southern California, but I don't know where that is. Q. Is Dublin a local A. Dublin, California. Yes, it's over the hill. II:21AM Q. Do you know if Mr. Winston is still selling insurance today? A. Do I know? No, I don't know.
3 4 5 6 7 8 9 10 11 12 13 14 15 16 17 18 19	filed? A. Have I talked to him about what? 11:17AM Q. Have you spoken with Mr. Winston about your insurance policy since the lawsuit has been filed? A. Well, I talked to him. I guess you could say it was about the insurance policy. 11:18AM Q. When was that? A. That would have either been in late 2008 or early 2009. Q. Are those the conversations that we talked about 11:18AM A. Yes. Q a few moments ago? A. Yes. Q. Did Mr. Winston ever recommend that you	3 4 5 6 7 8 9 10 11 12 13 14 15 16 17 18 19	sue Conseco Life? MR. MILLSTEIN: Objection. Vague. THE WITNESS: I don't recall that specific 11:21AM recommendation. BY MR. LISY: Q. Do you know where Mr. Winston is working today, if anywhere? A. He has an office in Dublin and he has an 11:21AM office somewhere in Southern California, but I don't know where that is. Q. Is Dublin a local A. Dublin, California. Yes, it's over the hill. II:21AM Q. Do you know if Mr. Winston is still selling insurance today? A. Do I know? No, I don't know. MR. LISY: We've been going a little bit
3 4 5 6 7 8 9 10 11 12 13 14 15 16 17 18 19 20	filed? A. Have I talked to him about what? 11:17AM Q. Have you spoken with Mr. Winston about your insurance policy since the lawsuit has been filed? A. Well, I talked to him. I guess you could say it was about the insurance policy. 11:18AM Q. When was that? A. That would have either been in late 2008 or early 2009. Q. Are those the conversations that we talked about 11:18AM A. Yes. Q a few moments ago? A. Yes. Q. Did Mr. Winston ever recommend that you seek legal counsel? 11:18AM	3 4 5 6 7 8 9 10 11 12 13 14 15 16 17 18 19 20	sue Conseco Life? MR. MILLSTEIN: Objection. Vague. THE WITNESS: I don't recall that specific 11:21AM recommendation. BY MR. LISY: Q. Do you know where Mr. Winston is working today, if anywhere? A. He has an office in Dublin and he has an 11:21AM office somewhere in Southern California, but I don't know where that is. Q. Is Dublin a local A. Dublin, California. Yes, it's over the hill. II:21AM Q. Do you know if Mr. Winston is stil! selling insurance today? A. Do I know? No, I don't know. MR. LISY: We've been going a little bit more than an hour. Now is a good time for a break. 11:22AM
3 4 5 6 7 8 9 10 11 12 13 14 15 16 17 18 19 20 21	filed? A. Have I talked to him about what? 11:17AM Q. Have you spoken with Mr. Winston about your insurance policy since the lawsuit has been filed? A. Well, I talked to him. I guess you could say it was about the insurance policy. 11:18AM Q. When was that? A. That would have either been in late 2008 or early 2009. Q. Are those the conversations that we talked about 11:18AM A. Yes. Q a few moments ago? A. Yes. Q. Did Mr. Winston ever recommend that you seek legal counsel? 11:18AM A. Yes.	3 4 5 6 7 8 9 10 11 12 13 14 15 16 17 18 19 20 21	 sue Conseco Life? MR. MILLSTEIN: Objection. Vague. THE WITNESS: I don't recall that specific 11:21AM recommendation. BY MR. LISY: Q. Do you know where Mr. Winston is working today, if anywhere? A. He has an office in Dublin and he has an 11:21AM office somewhere in Southern California, but I don't know where that is. Q. Is Dublin a local A. Dublin, California. Yes, it's over the hill. 11:21AM Q. Do you know if Mr. Winston is still selling insurance today? A. Do I know? No, I don't know. MR. LISY: We've been going a little bit more than an hour. Now is a good time for a break. 11:22AM THE VIDEOGRAPHER: The time is 11:22 a.m.
3 4 5 6 7 8 9 10 11 12 13 14 15 16 17 18 19 20 21 22	filed? A. Have I talked to him about what? 11:17AM Q. Have you spoken with Mr. Winston about your insurance policy since the lawsuit has been filed? A. Well, I talked to him. I guess you could say it was about the insurance policy. 11:18AM Q. When was that? A. That would have either been in late 2008 or early 2009. Q. Are those the conversations that we talked about 11:18AM A. Yes. Q a few moments ago? A. Yes. Q. Did Mr. Winston ever recommend that you seek legal counsel? 11:18AM A. Yes. Q. Did he refer you to a particular attorney?	3 4 5 6 7 8 9 10 11 12 13 14 15 16 17 18 19 20 21 22	sue Conseco Life? MR. MILLSTEIN: Objection. Vague. THE WITNESS: I don't recall that specific 11:21AM recommendation. BY MR. LISY: Q. Do you know where Mr. Winston is working today, if anywhere? A. He has an office in Dublin and he has an 11:21AM office somewhere in Southern California, but I don't know where that is. Q. Is Dublin a local A. Dublin, California. Yes, it's over the hill. II:21AM Q. Do you know if Mr. Winston is still selling insurance today? A. Do I know? No, I don't know. MR. LISY: We've been going a little bit more than an hour. Now is a good time for a break. 11:22AM THE VIDEOGRAPHER: The time is 11:22 a.m. and we are off the record.
3 4 5 6 7 8 9 10 11 12 13 14 15 16 17 18 19 20 21 22 23	filed? A. Have I talked to him about what? 11:17AM Q. Have you spoken with Mr. Winston about your insurance policy since the lawsuit has been filed? A. Well, I talked to him. I guess you could say it was about the insurance policy. 11:18AM Q. When was that? A. That would have either been in late 2008 or early 2009. Q. Are those the conversations that we talked about 11:18AM A. Yes. Q a few moments ago? A. Yes. Q. Did Mr. Winston ever recommend that you seek legal counsel? 11:18AM A. Yes. Q. Did he refer you to a particular attorney? A. To Mr. Millstein.	3 4 5 6 7 8 9 10 11 12 13 14 15 16 17 18 19 20 21 22 23	sue Conseco Life? MR. MILLSTEIN: Objection. Vague. THE WITNESS: I don't recall that specific 11:21AM recommendation. BY MR. LISY: Q. Do you know where Mr. Winston is working today, if anywhere? A. He has an office in Dublin and he has an 11:21AM office somewhere in Southern California, but I don't know where that is. Q. Is Dublin a local A. Dublin, California. Yes, it's over the hill. 11:21AM Q. Do you know if Mr. Winston is still selling insurance today? A. Do I know? No, I don't know. MR. LISY: We've been going a little bit more than an hour. Now is a good time for a break. 11:22AM THE VIDEOGRAPHER: The time is 11:22 a.m. and we are off the record. (Off the record.)
3 4 5 6 7 8 9 10 11 12 13 14 15 16 17 18 19 20 21 22	filed? A. Have I talked to him about what? 11:17AM Q. Have you spoken with Mr. Winston about your insurance policy since the lawsuit has been filed? A. Well, I talked to him. I guess you could say it was about the insurance policy. 11:18AM Q. When was that? A. That would have either been in late 2008 or early 2009. Q. Are those the conversations that we talked about 11:18AM A. Yes. Q a few moments ago? A. Yes. Q. Did Mr. Winston ever recommend that you seek legal counsel? 11:18AM A. Yes. Q. Did he refer you to a particular attorney?	3 4 5 6 7 8 9 10 11 12 13 14 15 16 17 18 19 20 21 22	sue Conseco Life? MR. MILLSTEIN: Objection. Vague. THE WITNESS: I don't recall that specific 11:21AM recommendation. BY MR. LISY: Q. Do you know where Mr. Winston is working today, if anywhere? A. He has an office in Dublin and he has an 11:21AM office somewhere in Southern California, but I don't know where that is. Q. Is Dublin a local A. Dublin, California. Yes, it's over the hill. II:21AM Q. Do you know if Mr. Winston is still selling insurance today? A. Do I know? No, I don't know. MR. LISY: We've been going a little bit more than an hour. Now is a good time for a break. 11:22AM THE VIDEOGRAPHER: The time is 11:22 a.m. and we are off the record.

14 (Pages 50 to 53)

1	Case3:10-md-02124-SF -Document26	-12	- Filed04/22/10 Page16 of 37-
	Page 54		Page 56
11	BY MR. LISY:	1	legal conclusion. Vague and ambiguous as well.
2	Q. Welcome back from the break, Dr. Kreps.	2	MR. LISY: Well, let me withdraw it.
3	Do you understand that you're still under oath?	3	BY MR. LISY:
4	A. Yes.	4	Q. You're a plaintiff?
5	Q. Okay. You're a plaintiff in this matter; 11:41AM	5	A. Yes. 11:45AM
6	correct?	6	Q. And you filed a lawsuit against Conseco
7	A. Yes.	7	Life?
8	Q. Are you asserting in this matter that	8	A. Yes.
9	Conseco has in some way harmed you?	9	Q. What do you want from that lawsuit?
10	A. Yes. 11:42AM	10	MR. MILLSTEIN: Same objection. 11:45AM
11	Q. In what way?	11	THE WITNESS: Some type of compensation.
12	A. By decreasing the term of the insurance.	12	BY MR. LISY:
13	Q. Any other ways?	13	Q. Compensation for what?
14	A. That's the main way.	14	A. Well, either to extend the policy to
15	Q. Are there other ways that may not be the 11:42AM	15	age 95 or sufficient moneys to allow me to create 11:45AM
16	main ways but that you still feel you've been harmed	16	another policy that would take care of that
17	by Conseco?	17	situation.
18	MR. MILLSTEIN: Objection. Calls for a	18	Q. Why do you believe you're entitled to that
19	legal conclusion. Vague and ambiguous.	19	compensation?
20	BY MR. LISY: 11:42AM	20	MR. MILLSTEIN: Same objection. Vague and 11:46AM
21	Q. You can answer.	21	calls for a legal conclusion.
22	A. Well, that's the main thing is that it	22	THE WITNESS: Because that was my
23	decreased from age 95 to age 80.	23	understanding of what the policy was supposed
24	Q. What's your understanding of how Conseco	24	to provide me.
25	Life decreased the term of the insurance? 11:43AM	25	BY MR. LISY: 11:46AM
	Page 35		
1	-	,	Page 57
2	A. How they did it or well, I received information from them saying that that's that it		Q. And you feel as though the policy did not
3	would be decreased unless 1 paid this exorbitant	2	provide that to you?
4	amount.	4	MR. MILLSTEIN: Objection. Calls for a legal conclusion.
5	Q. What information was that? 11:43AM	5	THE WITNESS: Yeah, that's my feeling 11:46AM
6	A. A letter that they sent me that showed	1	
7	The following they some mount showed	16	
. /	that based upon what at that time what the cash	6	based upon the correspondence that they've sent me.
1	that based upon what at that time what the cash value was that that would only last and pay the	7	based upon the correspondence that they've sent me. BY MR. LISY:
8	value was, that that would only last and pay the	7	based upon the correspondence that they've sent me. BY MR. LISY: Q. You surrendered your policy from Conseco
8 9	value was, that that would only last and pay the cost of insurance and the premiums through age 80.	7 8 9	based upon the correspondence that they've sent me. BY MR. LISY: Q. You surrendered your policy from Conseco Life; correct?
8 9 10	value was, that that would only last and pay the cost of insurance and the premiums through age 80. Q. So in your circumstance the correspondence 11:43AM	7 8 9 10	based upon the correspondence that they've sent me. BY MR. LISY: Q. You surrendered your policy from Conseco Life; correct? A. Yes. 11:47AM
8 9 10 11	value was, that that would only last and pay the cost of insurance and the premiums through age 80.Q. So in your circumstance the correspondence 11:43AM you received from Conseco indicated that your policy	7 8 9 10 11	based upon the correspondence that they've sent me. BY MR. LISY: Q. You surrendered your policy from Conseco Life; correct? A. Yes. 11:47AM Q. How do you feel that Conseco Life
8 9 10 11 12	value was, that that would only last and pay the cost of insurance and the premiums through age 80.Q. So in your circumstance the correspondence 11:43AM you received from Conseco indicated that your policy would last only through age 80?	7 8 9 10 11 12	based upon the correspondence that they've sent me. BY MR. LISY: Q. You surrendered your policy from Conseco Life; correct? A. Yes. 11:47AM Q. How do you feel that Conseco Life could extend your policy to age 95 since you've
8 9 10 11	 value was, that that would only last and pay the cost of insurance and the premiums through age 80. Q. So in your circumstance the correspondence 11:43AM you received from Conseco indicated that your policy would last only through age 80? A. Correct. 	7 8 9 10 11 12 13	based upon the correspondence that they've sent me. BY MR. LISY: Q. You surrendered your policy from Conseco Life; correct? A. Yes. 11:47AM Q. How do you feel that Conseco Life could extend your policy to age 95 since you've surrendered it?
8 9 10 11 12 13 14	 value was, that that would only last and pay the cost of insurance and the premiums through age 80. Q. So in your circumstance the correspondence 11:43AM you received from Conseco indicated that your policy would last only through age 80? A. Correct. Q. When did you receive that? 	7 8 9 10 11 12 13 14	 based upon the correspondence that they've sent me. BY MR. LISY: Q. You surrendered your policy from Conseco Life; correct? A. Yes. H:47AM Q. How do you feel that Conseco Life could extend your policy to age 95 since you've surrendered it? A. Well, I assume that what they would have
8 9 10 11 12 13	 value was, that that would only last and pay the cost of insurance and the premiums through age 80. Q. So in your circumstance the correspondence 11:43AM you received from Conseco indicated that your policy would last only through age 80? A. Correct. Q. When did you receive that? 	7 8 9 10 11 12 13 14 15	 based upon the correspondence that they've sent me. BY MR. LISY: Q. You surrendered your policy from Conseco Life; correct? A. Yes. 11:47AM Q. How do you feel that Conseco Life could extend your policy to age 95 since you've surrendered it? A. Well, I assume that what they would have to do would be to issue a new policy, a new paid-up 11:47AM
8 9 10 11 12 13 14 15 16	 value was, that that would only last and pay the cost of insurance and the premiums through age 80. Q. So in your circumstance the correspondence 11:43AM you received from Conseco indicated that your policy would last only through age 80? A. Correct. Q. When did you receive that? A. Probably late 2008. I don't know whether 11:43AM it was November or December. 	7 8 9 10 11 12 13 14 15 16	 based upon the correspondence that they've sent me. BY MR. LISY: Q. You surrendered your policy from Conseco Life; correct? A. Yes. 11:47AM Q. How do you feel that Conseco Life could extend your policy to age 95 since you've surrendered it? A. Well, I assume that what they would have to do would be to issue a new policy, a new paid-up 11:47AM policy, to take through age 95.
8 9 10 11 12 13 14 15	 value was, that that would only last and pay the cost of insurance and the premiums through age 80. Q. So in your circumstance the correspondence 11:43AM you received from Conseco indicated that your policy would last only through age 80? A. Correct. Q. When did you receive that? A. Probably late 2008. I don't know whether 11:43AM it was November or December. Q. How old were you in 2008? 	7 8 9 10 11 12 13 14 15 16 17	 based upon the correspondence that they've sent me. BY MR. LISY: Q. You surrendered your policy from Conseco Life; correct? A. Yes. 11:47AM Q. How do you feel that Conseco Life could extend your policy to age 95 since you've surrendered it? A. Well, I assume that what they would have to do would be to issue a new policy, a new paid-up 11:47AM policy, to take through age 95. Q. In connection with surrendering your
8 9 10 11 12 13 14 15 16 17 18	 value was, that that would only last and pay the cost of insurance and the premiums through age 80. Q. So in your circumstance the correspondence 11:43AM you received from Conseco indicated that your policy would last only through age 80? A. Correct. Q. When did you receive that? A. Probably late 2008. I don't know whether 11:43AM it was November or December. Q. How old were you in 2008? A. In 2008 I was a year younger than 1 am 	7 8 9 10 11 12 13 14 15 16 17 18	 based upon the correspondence that they've sent me. BY MR. LISY: Q. You surrendered your policy from Conseco Life; correct? A. Yes. 11:47AM Q. How do you feel that Conseco Life could extend your policy to age 95 since you've surrendered it? A. Well, I assume that what they would have to do would be to issue a new policy, a new paid-up 11:47AM policy, to take through age 95. Q. In connection with surrendering your policy you received a cash payment from Conseco
8 9 10 11 12 13 14 15 16 17 18 19	 value was, that that would only last and pay the cost of insurance and the premiums through age 80. Q. So in your circumstance the correspondence 11:43AM you received from Conseco indicated that your policy would last only through age 80? A. Correct. Q. When did you receive that? A. Probably late 2008. I don't know whether 11:43AM it was November or December. Q. How old were you in 2008? A. In 2008 I was a year younger than I am now, 77. 	7 8 9 10 11 12 13 14 15 16 17 18 19	 based upon the correspondence that they've sent me. BY MR. LISY: Q. You surrendered your policy from Conseco Life; correct? A. Yes. 11:47AM Q. How do you feel that Conseco Life could extend your policy to age 95 since you've surrendered it? A. Well, I assume that what they would have to do would be to issue a new policy, a new paid-up 11:47AM policy, to take through age 95. Q. In connection with surrendering your policy you received a cash payment from Conseco Life; correct?
8 9 10 11 12 13 14 15 16 17 18	 value was, that that would only last and pay the cost of insurance and the premiums through age 80. Q. So in your circumstance the correspondence 11:43AM you received from Conseco indicated that your policy would last only through age 80? A. Correct. Q. When did you receive that? A. Probably late 2008. I don't know whether 11:43AM it was November or December. Q. How old were you in 2008? A. In 2008 I was a year younger than 1 am now, 77. Q. So in 2008 you understood that your policy 11:44AM 	7 8 9 10 11 12 13 14 15 16 17 18 19 20	 based upon the correspondence that they've sent me. BY MR. LISY: Q. You surrendered your policy from Conseco Life; correct? A. Yes. 11:47AM Q. How do you feel that Conseco Life could extend your policy to age 95 since you've surrendered it? A. Well, I assume that what they would have to do would be to issue a new policy, a new paid-up 11:47AM policy, to take through age 95. Q. In connection with surrendering your policy you received a cash payment from Conseco Life; correct? A. Correct. 11:47AM
8 9 10 11 12 13 14 15 16 17 18 19 20 21	 value was, that that would only last and pay the cost of insurance and the premiums through age 80. Q. So in your circumstance the correspondence 11:43AM you received from Conseco indicated that your policy would last only through age 80? A. Correct. Q. When did you receive that? A. Probably late 2008. I don't know whether 11:43AM it was November or December. Q. How old were you in 2008? A. In 2008 I was a year younger than 1 am now, 77. Q. So in 2008 you understood that your policy 11:44AM from Conseco would lapse in approximately three 	7 8 9 10 11 12 13 14 15 16 17 18 19 20 21	 based upon the correspondence that they've sent me. BY MR. LISY: Q. You surrendered your policy from Conseco Life; correct? A. Yes. 11:47AM Q. How do you feel that Conseco Life could extend your policy to age 95 since you've surrendered it? A. Well, I assume that what they would have to do would be to issue a new policy, a new paid-up 11:47AM policy, to take through age 95. Q. In connection with surrendering your policy you received a cash payment from Conseco Life; correct? A. Correct. 11:47AM Q. If Conseco Life were to issue you a new
8 9 10 11 12 13 14 15 16 17 18 19 20 21 22	 value was, that that would only last and pay the cost of insurance and the premiums through age 80. Q. So in your circumstance the correspondence 11:43AM you received from Conseco indicated that your policy would last only through age 80? A. Correct. Q. When did you receive that? A. Probably late 2008. I don't know whether 11:43AM it was November or December. Q. How old were you in 2008? A. In 2008 I was a year younger than 1 am now, 77. Q. So in 2008 you understood that your policy 11:44AM from Conseco would lapse in approximately three years? 	7 8 9 10 11 12 13 14 15 16 17 18 19 20 21 22	 based upon the correspondence that they've sent me. BY MR. LISY: Q. You surrendered your policy from Conseco Life; correct? A. Yes. 11:47AM Q. How do you feel that Conseco Life could extend your policy to age 95 since you've surrendered it? A. Well, I assume that what they would have to do would be to issue a new policy, a new paid-up 11:47AM policy, to take through age 95. Q. In connection with surrendering your policy you received a cash payment from Conseco Life; correct? A. Correct. 11:47AM Q. If Conseco Life were to issue you a new paid-up policy, would you return that money to
8 9 10 11 12 13 14 15 16 17 18 19 20 21 22 23	 value was, that that would only last and pay the cost of insurance and the premiums through age 80. Q. So in your circumstance the correspondence 11:43AM you received from Conseco indicated that your policy would last only through age 80? A. Correct. Q. When did you receive that? A. Probably late 2008. I don't know whether 11:43AM it was November or December. Q. How old were you in 2008? A. In 2008 I was a year younger than 1 am now, 77. Q. So in 2008 you understood that your policy 11:44AM from Conseco would lapse in approximately three years? A. Yeah. 	7 8 9 10 11 12 13 14 15 16 17 18 19 20 21 22 23	 based upon the correspondence that they've sent me. BY MR. LISY: Q. You surrendered your policy from Conseco Life; correct? A. Yes. 11:47AM Q. How do you feel that Conseco Life could extend your policy to age 95 since you've surrendered it? A. Well, I assume that what they would have to do would be to issue a new policy, a new paid-up 11:47AM policy, to take through age 95. Q. In connection with surrendering your policy you received a cash payment from Conseco Life; correct? A. Correct. 11:47AM Q. If Conseco Life were to issue you a new paid-up policy, would you return that money to Conseco Life?
8 9 10 11 12 13 14 15 16 17 18 19 20 21 22	 value was, that that would only last and pay the cost of insurance and the premiums through age 80. Q. So in your circumstance the correspondence 11:43AM you received from Conseco indicated that your policy would last only through age 80? A. Correct. Q. When did you receive that? A. Probably late 2008. I don't know whether 11:43AM it was November or December. Q. How old were you in 2008? A. In 2008 I was a year younger than 1 am now, 77. Q. So in 2008 you understood that your policy 11:44AM from Conseco would lapse in approximately three years? 	7 8 9 10 11 12 13 14 15 16 17 18 19 20 21 22	 based upon the correspondence that they've sent me. BY MR. LISY: Q. You surrendered your policy from Conseco Life; correct? A. Yes. 11:47AM Q. How do you feel that Conseco Life could extend your policy to age 95 since you've surrendered it? A. Well, I assume that what they would have to do would be to issue a new policy, a new paid-up 11:47AM policy, to take through age 95. Q. In connection with surrendering your policy you received a cash payment from Conseco Life; correct? A. Correct. 11:47AM Q. If Conseco Life were to issue you a new paid-up policy, would you return that money to

15 (Pages 54 to 57)

	Case3:10-md-02124-SI Document26-	12	Flied04/22/10 Page17 of 37
	Page 58		Page 60
1	THE WITNESS: That would depend upon the	1	class representative?
2	circumstances of the policy that they would issue.	2	A. To make myself available such as for
3	BY MR. LISY:	3	deposition or trial or whatever.
4	Q. If you didn't return the money that you	4	Q. The class that you're seeking to
5	received, you would essentially be getting a free 11:48AM	5	represent, will it be contending that Conseco 11:50AM
6	life insurance policy from Conseco; correct?	6	did something wrong?
7	MR. MILLSTEIN: Objection. Argumentative.	7	A. Yes.
8	Calls for a legal conclusion. Not reasonably likely	8	Q. What?
9	to lead to discoverable evidence.	9	MR. MILLSTEIN: Objection. Calls for a
10	You can answer. 11:48AM	10	legal conclusion. 11:50AM
	THE WITNESS: Yeah, for whatever the face	11	THE WITNESS: That they have withdrawn
12	value would be of that policy.	12	my shortened the term of my coverage.
13	BY MR. LISY:	13	BY MR. LISY:
14	Q. You believe that you're entitled to that?	14	Q. And my question is a little bit different.
15	MR. MILLSTEIN: Same objections and vague. 11:48AM THE WITNESS: Yes.	15	It's directed to not your personal it's directed 11:51AM
17	BY MR. LISY:	16	not to your personal situation but to the class
18	Q. Why is that?	17	situation. My question is: What will the class be
19	A. Why is what?	18	contending that Conseco did wrong?
20	Q. Why do you feel as though you would be 11:48AM	20	MR. MILLSTEIN: Same objection. THE WITNESS: I don't think 11:51AM
21	entitled to a free insurance policy from Conseco?	20	
22	MR. MILLSTEIN: Same objections. I think	22	MR. MILLSTEIN: Hold on. When I talk, you have to kind of
23	the question is vague as well. I don't think the	23	THE WITNESS: Okay.
24	deponent understands the hypothetical.	24	MR. MILLSTEIN: It means I'm going to make
25	MR. LISY: 1 don't need a speaking 11:49AM	25	an objection so 11:51AM
[
	Page 59		Page 61
1	-	1	Page 61 THE WITNESS: Okay
12	Page 59 objection. Stating the basis is fine. BY MR. LISY:	1	THE WITNESS: Okay.
	objection. Stating the basis is fine.	2	THE WITNESS: Okay. MR. MILLSTEIN: Could you repeat the
2	objection. Stating the basis is fine. BY MR. LISY: Q. Do you understand the question?		THE WITNESS: Okay. MR. MILLSTEIN: Could you repeat the question, please.
2 3	objection. Stating the basis is fine. BY MR. LISY: Q. Do you understand the question?	2 3	THE WITNESS: Okay. MR. MILLSTEIN: Could you repeat the question, please. (Record read as follows:
2 3 4	objection. Stating the basis is fine. BY MR. LISY: Q. Do you understand the question? A. Well, maybe. I don't know. I'm just trying to what I want to accomplish is to have 11:49AM the amount of insurance for the term that I had	2 3 4	THE WITNESS: Okay. MR. MILLSTEIN: Could you repeat the question, please. (Record read as follows: "Q. And my question is a little
2 3 4 5	objection. Stating the basis is fine. BY MR. LISY: Q. Do you understand the question? A. Well, maybe. I don't know. I'm just trying to what I want to accomplish is to have 11:49AM the amount of insurance for the term that I had yeah, for the term that I had. In other words,	2 3 4 5	THE WITNESS: Okay. MR. MILLSTEIN: Could you repeat the question, please. (Record read as follows: "Q. And my question is a little bit different. It's directed to not
2 3 4 5 6 7 8	objection. Stating the basis is fine. BY MR. LISY: Q. Do you understand the question? A. Well, maybe. I don't know. I'm just trying to what I want to accomplish is to have 11:49AM the amount of insurance for the term that I had yeah, for the term that I had. In other words, insurance up to age 95.	2 3 4 5 6	THE WITNESS: Okay. MR. MILLSTEIN: Could you repeat the question, please. (Record read as follows: "Q. And my question is a little
2 3 4 5 6 7 8 9	objection. Stating the basis is fine. BY MR. LISY: Q. Do you understand the question? A. Well, maybe. I don't know. I'm just trying to what I want to accomplish is to have II:49AM the amount of insurance for the term that I had yeah, for the term that I had. In other words, insurance up to age 95. Q. You seek to represent a class in this	2 3 4 5 6 7	THE WITNESS: Okay. MR. MILLSTEIN: Could you repeat the question, please. (Record read as follows: "Q. And my question is a little bit different. It's directed to not your personal it's directed not to
2 3 4 5 6 7 8 9 10	objection. Stating the basis is fine. BY MR. LISY: Q. Do you understand the question? A. Well, maybe. I don't know. I'm just trying to what I want to accomplish is to have II:49AM the amount of insurance for the term that I had yeah, for the term that I had. In other words, insurance up to age 95. Q. You seek to represent a class in this matter? II:49AM	2 3 4 5 6 7 8	THE WITNESS: Okay. MR. MILLSTEIN: Could you repeat the question, please. (Record read as follows: "Q. And my question is a little bit different. It's directed to not your personal it's directed not to your personal situation but to the
2 3 4 5 6 7 8 9 10 11	objection. Stating the basis is fine. BY MR. LISY: Q. Do you understand the question? A. Well, maybe. I don't know. I'm just trying to what I want to accomplish is to have II:49AM the amount of insurance for the term that I had yeah, for the term that I had. In other words, insurance up to age 95. Q. You seek to represent a class in this matter? A. Yes.	2 3 4 5 6 7 8 9 10 11	THE WITNESS: Okay. MR. MILLSTEIN: Could you repeat the question, please. (Record read as follows: "Q. And my question is a little bit different. It's directed to not your personal it's directed not to your personal situation but to the class situation. My question is: What will the class be contending that Conseco did wrong?")
2 3 4 5 6 7 8 9 10 11 12	objection. Stating the basis is fine. BY MR. LISY: Q. Do you understand the question? A. Well, maybe. I don't know. I'm just trying to what I want to accomplish is to have the amount of insurance for the term that I had yeah, for the term that I had. In other words, insurance up to age 95. Q. You seek to represent a class in this matter? A. Yes. Q. What's your understanding of that class?	2 3 4 5 6 7 8 9 10 11 12	THE WITNESS: Okay. MR. MILLSTEIN: Could you repeat the question, please. (Record read as follows: "Q. And my question is a little bit different. It's directed to not your personal it's directed not to your personal situation but to the class situation. My question is: What will the class be contending that Conseco did wrong?") MR. MILLSTEIN: Okay. Objection. Calls
2 3 4 5 6 7 8 9 10 11 12 13	objection. Stating the basis is fine. BY MR. LISY: Q. Do you understand the question? A. Well, maybe. I don't know. I'm just trying to what I want to accomplish is to have 11:49AM the amount of insurance for the term that I had yeah, for the term that I had. In other words, insurance up to age 95. Q. You seek to represent a class in this matter? 11:49AM A. Yes. Q. What's your understanding of that class? A. Oh, I don't have a good understanding	2 3 4 5 6 7 8 9 10 11 12 13	THE WITNESS: Okay. MR. MILLSTEIN: Could you repeat the question, please. (Record read as follows: "Q. And my question is a little bit different. It's directed to not your personal it's directed not to your personal situation but to the class situation. My question is: What will the class be contending that Conseco did wrong?") MR. MILLSTEIN: Okay. Objection. Calls for attorney-client privilege.
2 3 4 5 6 7 8 9 10 11 12 13 14	objection. Stating the basis is fine. BY MR. LISY: Q. Do you understand the question? A. Well, maybe. I don't know. I'm just trying to what I want to accomplish is to have II:49AM the amount of insurance for the term that I had yeah, for the term that I had. In other words, insurance up to age 95. Q. You seek to represent a class in this matter? II:49AM A. Yes. Q. What's your understanding of that class? A. Oh, I don't have a good understanding of that. I'm not that familiar with class action	2 3 4 5 6 7 8 9 10 11 12 13 14	THE WITNESS: Okay. MR. MILLSTEIN: Could you repeat the question, please. (Record read as follows: "Q. And my question is a little bit different. It's directed to not your personal it's directed not to your personal situation but to the class situation. My question is: What will the class be contending that Conseco did wrong?") MR. MILLSTEIN: Okay. Objection. Calls for attorney-client privilege. Don't answer that question.
2 3 4 5 6 7 8 9 10 11 12 13 14 15	objection. Stating the basis is fine. BY MR. LISY: Q. Do you understand the question? A. Well, maybe. I don't know. I'm just trying to what I want to accomplish is to have II:49AM the amount of insurance for the term that I had yeah, for the term that I had. In other words, insurance up to age 95. Q. You seek to represent a class in this matter? II:49AM A. Yes. Q. What's your understanding of that class? A. Oh, I don't have a good understanding of that. I'm not that familiar with class action suits. II:50AM	2 3 4 5 6 7 8 9 10 11 12 13 14 15	THE WITNESS: Okay. MR. MILLSTEIN: Could you repeat the question, please. (Record read as follows: "Q. And my question is a little bit different. It's directed to not your personal it's directed not to your personal situation but to the class situation. My question is: What will the class be contending that Conseco did wrong?") MR. MILLSTEIN: Okay. Objection. Calls for attorney-client privilege. Don't answer that question. BY MR. LISY: 11:52AM
2 3 4 5 6 7 8 9 10 11 12 13 14 15 16	objection. Stating the basis is fine. BY MR. LISY: Q. Do you understand the question? A. Well, maybe. I don't know. I'm just trying to what I want to accomplish is to have II:49AM the amount of insurance for the term that I had yeah, for the term that I had. In other words, insurance up to age 95. Q. You seek to represent a class in this matter? 11:49AM A. Yes. Q. What's your understanding of that class? A. Oh, I don't have a good understanding of that. I'm not that familiar with class action suits. 11:50AM Q. You're seeking pardon me you're	2 3 4 5 6 7 8 9 10 11 12 13 14 15 16	THE WITNESS: Okay. MR. MILLSTEIN: Could you repeat the question, please. (Record read as follows: "Q. And my question is a little bit different. It's directed to not your personal it's directed not to your personal situation but to the class situation. My question is: What will the class be contending that Conseco did wrong?") MR. MILLSTEIN: Okay. Objection. Calls for attorney-client privilege. Don't answer that question. BY MR. LISY: Q. The class is making certain contentions in
2 3 4 5 6 7 8 9 10 11 12 13 14 15 16 17	objection. Stating the basis is fine. BY MR. LISY: Q. Do you understand the question? A. Well, maybe. I don't know. I'm just trying to what I want to accomplish is to have II:49AM the amount of insurance for the term that I had yeah, for the term that I had. In other words, insurance up to age 95. Q. You seek to represent a class in this matter? 11:49AM A. Yes. Q. What's your understanding of that class? A. Oh, I don't have a good understanding of that. I'm not that familiar with class action suits. 11:50AM Q. You're seeking pardon me you're seeking to be a class representative?	2 3 4 5 6 7 8 9 10 11 12 13 14 15 16 17	THE WITNESS: Okay. MR. MILLSTEIN: Could you repeat the question, please. (Record read as follows: "Q. And my question is a little bit different. It's directed to not your personal it's directed not to your personal situation but to the class situation. My question is: What will the class be contending that Conseco did wrong?") MR. MILLSTEIN: Okay. Objection. Calls for attorney-client privilege. Don't answer that question. BY MR. LISY: 11:52AM Q. The class is making certain contentions in this lawsuit; is that correct?
2 3 4 5 6 7 8 9 10 11 12 13 14 15 16 17 18	objection. Stating the basis is fine. BY MR. LISY: Q. Do you understand the question? A. Well, maybe. I don't know. I'm just trying to what I want to accomplish is to have 11:49AM the amount of insurance for the term that I had yeah, for the term that I had. In other words, insurance up to age 95. Q. You seek to represent a class in this matter? 11:49AM A. Yes. Q. What's your understanding of that class? A. Oh, I don't have a good understanding of that. I'm not that familiar with class action suits. 11:50AM Q. You're seeking pardon me you're seeking to be a class representative? A. I was asked to do that; yes.	2 3 4 5 6 7 8 9 10 11 12 13 14 15 16 17 18	THE WITNESS: Okay. MR. MILLSTEIN: Could you repeat the question, please. (Record read as follows: "Q. And my question is a little bit different. It's directed to not your personal it's directed not to your personal situation but to the class situation. My question is: What will the class be contending that Conseco did wrong?") MR. MILLSTEIN: Okay. Objection. Calls for attorney-client privilege. Don't answer that question. BY MR. LISY: 11:52AM Q. The class is making certain contentions in this lawsuit; is that correct? MR. MILLSTEIN: Objection. Vague. Calls
2 3 4 5 6 7 8 9 10 11 12 13 14 15 16 17 18 19	objection. Stating the basis is fine. BY MR. LISY: Q. Do you understand the question? A. Well, maybe. I don't know. I'm just trying to what I want to accomplish is to have 11:49AM the amount of insurance for the term that I had yeah, for the term that I had. In other words, insurance up to age 95. Q. You seek to represent a class in this matter? 11:49AM A. Yes. Q. What's your understanding of that class? A. Oh, I don't have a good understanding of that. I'm not that familiar with class action suits. 11:50AM Q. You're seeking pardon me you're seeking to be a class representative? A. I was asked to do that; yes. Q. Okay. Who asked you to do that?	2 3 4 5 6 7 8 9 10 11 12 13 14 15 16 17 18 19	THE WITNESS: Okay. MR. MILLSTEIN: Could you repeat the question, please. (Record read as follows: "Q. And my question is a little bit different. It's directed to not your personal it's directed not to your personal situation but to the class situation. My question is: What will the class be contending that Conseco did wrong?") MR. MILLSTEIN: Okay. Objection. Calls for attorney-client privilege. Don't answer that question. BY MR. LISY: 11:52AM Q. The class is making certain contentions in this lawsuit; is that correct? MR. MILLSTEIN: Objection. Vague. Calls for a legal conclusion.
2 3 4 5 6 7 8 9 10 11 12 13 14 15 16 17 18 19 20	 objection. Stating the basis is fine. BY MR. LISY: Q. Do you understand the question? A. Well, maybe. I don't know. I'm just trying to what I want to accomplish is to have 11:49AM the amount of insurance for the term that I had yeah, for the term that I had. In other words, insurance up to age 95. Q. You seek to represent a class in this matter? 11:49AM A. Yes. Q. What's your understanding of that class? A. Oh, I don't have a good understanding of that. I'm not that familiar with class action suits. 11:50AM Q. You're seeking pardon me you're seeking to be a class representative? A. I was asked to do that; yes. Q. Okay. Who asked you to do that? MR. MILLSTEIN: Objection. 11:50AM 	2 3 4 5 6 7 8 9 10 11 12 13 14 15 16 17 18 19 20	THE WITNESS: Okay. MR. MILLSTEIN: Could you repeat the question, please. (Record read as follows: "Q. And my question is a little bit different. It's directed to not your personal it's directed not to your personal situation but to the class situation. My question is: What will the class be contending that Conseco did wrong?") MR. MILLSTEIN: Okay. Objection. Calls for attorney-client privilege. Don't answer that question. BY MR. LISY: 11:52AM Q. The class is making certain contentions in this lawsuit; is that correct? MR. MILLSTEIN: Objection. Vague. Calls for a legal conclusion. You can answer. 11:52AM
2 3 4 5 6 7 8 9 10 11 12 13 14 15 16 17 18 19 20 21	 objection. Stating the basis is fine. BY MR. LISY: Q. Do you understand the question? A. Well, maybe. I don't know. I'm just trying to what I want to accomplish is to have 11:49AM the amount of insurance for the term that I had yeah, for the term that I had. In other words, insurance up to age 95. Q. You seek to represent a class in this matter? 11:49AM A. Yes. Q. What's your understanding of that class? A. Oh, I don't have a good understanding of that. I'm not that familiar with class action suits. 11:50AM Q. You're seeking pardon me you're seeking to be a class representative? A. I was asked to do that; yes. Q. Okay. Who asked you to do that? MR. MILLSTEIN: Objection. 11:50AM Attorney-client privilege. 	2 3 4 5 6 7 8 9 10 11 12 13 14 15 16 17 18 19 20 21	THE WITNESS: Okay. MR. MILLSTEIN: Could you repeat the question, please. (Record read as follows: "Q. And my question is a little bit different. It's directed to not your personal it's directed not to your personal situation but to the class situation. My question is: What will the class be contending that Conseco did wrong?") MR. MILLSTEIN: Okay. Objection. Calls for attorney-client privilege. Don't answer that question. BY MR. LISY: 11:52AM Q. The class is making certain contentions in this lawsuit; is that correct? MR. MILLSTEIN: Objection. Vague. Calls for a legal conclusion. You can answer. 11:52AM THE WITNESS: I don't know.
2 3 4 5 6 7 8 9 10 11 12 13 14 15 16 17 18 19 20 21 22	 objection. Stating the basis is fine. BY MR. LISY: Q. Do you understand the question? A. Well, maybe. I don't know. I'm just trying to what I want to accomplish is to have 11:49AM the amount of insurance for the term that I had yeah, for the term that I had. In other words, insurance up to age 95. Q. You seek to represent a class in this matter? 11:49AM A. Yes. Q. What's your understanding of that class? A. Oh, I don't have a good understanding of that. I'm not that familiar with class action suits. 11:50AM Q. You're seeking pardon me you're seeking to be a class representative? A. I was asked to do that; yes. Q. Okay. Who asked you to do that? MR. MILLSTEIN: Objection. 11:50AM Attorney-client privilege. Don't answer the question. 	2 3 4 5 6 7 8 9 10 11 12 13 14 15 16 17 18 19 20 21 22	THE WITNESS: Okay. MR. MILLSTEIN: Could you repeat the question, please. (Record read as follows: "Q. And my question is a little bit different. It's directed to not your personal it's directed not to your personal situation but to the class situation. My question is: What will the class be contending that Conseco did wrong?") MR. MILLSTEIN: Okay. Objection. Calls for attorney-client privilege. Don't answer that question. BY MR. LISY: 11:52AM Q. The class is making certain contentions in this lawsuit; is that correct? MR. MILLSTEIN: Objection. Vague. Calls for a legal conclusion. You can answer. 11:52AM THE WITNESS: I don't know. BY MR. LISY:
2 3 4 5 6 7 8 9 10 11 12 13 14 15 16 17 18 19 20 21 22 23	 objection. Stating the basis is fine. BY MR. LISY: Q. Do you understand the question? A. Well, maybe. I don't know. I'm just trying to what I want to accomplish is to have II:49AM the amount of insurance for the term that I had yeah, for the term that I had. In other words, insurance up to age 95. Q. You seek to represent a class in this matter? 11:49AM A. Yes. Q. What's your understanding of that class? A. Oh, I don't have a good understanding of that. I'm not that familiar with class action suits. I1:50AM Q. You're seeking pardon me you're seeking to be a class representative? A. I was asked to do that; yes. Q. Okay. Who asked you to do that? MR. MILLSTEIN: Objection. 11:50AM Attorney-client privilege. Don't answer the question. 	2 3 4 5 6 7 8 9 10 11 12 13 14 15 16 17 18 19 20 21 22 23	THE WITNESS: Okay. MR. MILLSTEIN: Could you repeat the question, please. (Record read as follows: "Q. And my question is a little bit different. It's directed to not your personal it's directed not to your personal situation but to the class situation. My question is: What will the class be contending that Conseco did wrong?") MR. MILLSTEIN: Okay. Objection. Calls for attorney-client privilege. Don't answer that question. BY MR. LISY: MR. MILLSTEIN: Objection. Vague. Calls for a legal conclusion. You can answer. THE WITNESS: I don't know. BY MR. LISY: Q. Do you know what legal claims the class
2 3 4 5 6 7 8 9 10 11 12 13 14 15 16 17 18 19 20 21 22 23 24	 objection. Stating the basis is fine. BY MR. LISY: Q. Do you understand the question? A. Well, maybe. I don't know. I'm just trying to what I want to accomplish is to have 11:49AM the amount of insurance for the term that I had yeah, for the term that I had. In other words, insurance up to age 95. Q. You seek to represent a class in this matter? 11:49AM A. Yes. Q. What's your understanding of that class? A. Oh, I don't have a good understanding of that. I'm not that familiar with class action suits. 11:50AM Q. You're seeking pardon me you're seeking to be a class representative? A. I was asked to do that; yes. Q. Okay. Who asked you to do that? MR. MILLSTEIN: Objection. 11:50AM Attorney-client privilege. Don't answer the question. BY LISY: Q. What's your understanding of the 	2 3 4 5 6 7 8 9 10 11 12 13 14 15 16 17 18 19 20 21 22 23 24	THE WITNESS: Okay. MR. MILLSTEIN: Could you repeat the question, please. (Record read as follows: "Q. And my question is a little bit different. It's directed to not your personal it's directed not to your personal situation but to the class situation. My question is: What will the class be contending that Conseco did wrong?") MR. MILLSTEIN: Okay. Objection. Calls for attorney-client privilege. Don't answer that question. BY MR. LISY: MR. MILLSTEIN: Objection. Vague. Calls for a legal conclusion. You can answer. THE WITNESS: I don't know. BY MR. LISY: Q. Do you know what legal claims the class will be pursuing against Conseco Life?
2 3 4 5 6 7 8 9 10 11 12 13 14 15 16 17 18 19 20 21 22 23	 objection. Stating the basis is fine. BY MR. LISY: Q. Do you understand the question? A. Well, maybe. I don't know. I'm just trying to what I want to accomplish is to have II:49AM the amount of insurance for the term that I had yeah, for the term that I had. In other words, insurance up to age 95. Q. You seek to represent a class in this matter? 11:49AM A. Yes. Q. What's your understanding of that class? A. Oh, I don't have a good understanding of that. I'm not that familiar with class action suits. I1:50AM Q. You're seeking pardon me you're seeking to be a class representative? A. I was asked to do that; yes. Q. Okay. Who asked you to do that? MR. MILLSTEIN: Objection. 11:50AM Attorney-client privilege. Don't answer the question. 	2 3 4 5 6 7 8 9 10 11 12 13 14 15 16 17 18 19 20 21 22 23	THE WITNESS: Okay. MR. MILLSTEIN: Could you repeat the question, please. (Record read as follows: "Q. And my question is a little bit different. It's directed to not your personal it's directed not to your personal situation but to the class situation. My question is: What will the class be contending that Conseco did wrong?") MR. MILLSTEIN: Okay. Objection. Calls for attorney-client privilege. Don't answer that question. BY MR. LISY: MR. MILLSTEIN: Objection. Vague. Calls for a legal conclusion. You can answer. THE WITNESS: I don't know. BY MR. LISY: Q. Do you know what legal claims the class

·

16 (Pages 58 to 61)

		Case3:10-md-02124-SI Document26	-12	Filed04/22/10 Page18 of 37
2 BY MR. LISY: 3 Q. Theory, No? 4 A. No. 5 Q. Have you read the complaint in this 11:52AM 6 M. Have you read the mended complaint? 7 A. I don't recall if I've read that or not. 8 Q. Have you read the mended complaint? 9 A. I don't recall. 11 O. Have you read the mended complaint? 9 A. No. 12 the class to be certified? 13 A. Not that I recall. 14 Q. Have you read the proposed definition of class 15 certification? 16 A. I don't know. 17 A. Have you read plaintiffs motion fo class 18 any of the other plaintiffs motion fo class 19 A. No. 11 A. No. Not hat I recall. 12 MR. MILLSTEIN: Objection. Lacks 20 Q. What work have you done in connection with 11:53AM 21 moving this lawsuit? 22 MR. MILLSTEIN: Objection. Lacks 23 foundation. 24 MR. MILLSTEIN: Nethave fread class and metrials				Page 64
3 Q. Prosory: No? 4 A. No. 5 Q. Have you read the complaint in this 11:52AM 6 matter? A. I don't recall if I've read that or not. 7 A. I don't recall. It is the mended complaint? 8 Q. Have you read the amended complaint? A. No. 9 A. Iadon't - Idon't know. If I have on te. 9 10 Idon't recall. 11:55AM 11 Q. Have you read the proposed definition of 4 12 the class to be cortified? 11:55AM 13 A. No. That's correct. 11:55AM 14 Q. Have you read aplaintif's motion for class 15 15 eertification? 11:55AM 16 A. Idon't know. 11:55AM 17 Q. Have you read aplaintif's motion for class 15 15 eertification? 11:55AM 16 A. No. 11:55AM 17 M. Mull.STEIN: Objection. Lacks 10:56AM 21 prosteering this lawsuit hawe been taken? 11:55AM 21 morth haw you done in connection with 11:55AM <	1	MR. MILLSTEIN: Same objection.	1	Q. When was that?
4 A. No. Here you read the complaint in this 11:52AM 5 Q. Have you read the anoneld complaint? A. Tadax correct. 11:55AM 7 A. Idon't readil if I've read that or not. 9 A. Idon't readil. 11:55AM 9 A. Idon't readil. 11:55AM 9 Q. Have you read the anoneld complaint? 9 A. Idon't readil. 11:55AM 9 Q. Have you read the proposed definition of 10 Idon't recail. 11:55AM 10. your attorneys over the telephone? 11:55AM 11 A. Not that I recail. 12. the class to be certified? 13: 55AM 14 No. that I recail. 14 No. that I recail. 14 No. that I recail. 15: 55AM 12 the class to be certified? 11: 55AM 16 - well, you answered: the and instruct you not to answer because 19 you seed about the substance of a conversation with 11:55AM 12 MR. MILLSTEIN: Not have you read in yo fithe depositions of any offer tiphysic. 18. donudation. 19 MR. LISY: No. I asked has he ever 12 MR. MILLSTEIN: Not with any class. 11:55AM 10 11:55AM 12 MR. MILLSTEIN: Not with anonel class. 11:55AM	2	BY MR. LISY:	2	A. Friday.
5 Q. Have you read the complaint in this 11:52AM 6 matter? A. I don't recall if I've read that or not. 8 Q. Have you read the amended complaint? A. I don't recall. 9 A. I don't recall. 11:55AM 10 I don't recall. 11:55AM 11 Q. Have you read the proposed definition of 11.55AM 12 the class to be cortified? 11:55AM 13 A. Not that I recall. A. Not that I recall. 14 Q. Have you read apy of the depositions of 13 15 eertification? 11:53AM 16 A. I don't know. 11 17 Q. Have you read apy of the depositions of 13 18 any of the other plaintiffs that have been taken? 14 19 A. Not Mat work have you done in connection with 11:53AM 15 20 Q. What work have you done in connection with 11:53AM 11:54 21 mR. MILLSTEIN: Objection. Lacks 20 31 question. 20 32 MR. MILLSTEIN: Objection. Vague. Calls 11:54AM 25 34 MR. MILLSTEIN: Objection. Vague. Calls 11:54AM <td>3</td> <td>Q. I'm sorty, No?</td> <td>3</td> <td>Q. Was that the first time you had met</td>	3	Q. I'm sorty, No?	3	Q. Was that the first time you had met
6 Matter? 6 Q. Have you met any of the other attorneys. 7 A. 1 don't recall if I've read that an not. 6 Q. Have you met any of the other attorneys. 9 A. 1 don't recall. 11:53AM 9 Q. Have you ever discussed this inswuit with 10 I don't recall. 11:53AM 9 Q. Have you ever discussed this inswuit with 11 Q. Have you read the proposed definition of 11:53AM 10 you ansterney on ret all is answuit with 12 the class to be contified? 11:53AM 11:53AM 11:53AM 13 A. Not that I recall. 12:53AM 11:55AM 14 Q. Have you read plaintiffs motion for class 13:53AM 13:55AM 15 certification? 11:53AM 14:55AM 16:55AM 16 A. No. 16:55AM 16:55AM 16:55AM 17 M.R. LISY: No. I asked has he ever 18:30 18:30 11:55AM 18 any of the other plainiffs that have been taken? 17:55AM 17:55AM 16:55AM 20 Q. What work have you done in connection with 11:55AM 16:55AM 16:55AM 16:55AM 21 <td>4</td> <td></td> <td>4</td> <td>Mr. Millstein?</td>	4		4	Mr. Millstein?
7 A. Idon't ceall if I've read the anended complain? 7 in this tavauit? 8 Q. Have you read the proposed definition of 13 A. No. 9 Q. Have you ever discussed this lawsuit with 10 Idon't reall. 11:53AM 10 you attorneys over the telephone? 11:55AM 11 Q. Have you read discussed the proposed definition of 13 A. No. that I recall. 11 A. No. that I recall. 12 MR.MILLSTEIN: No. tasked about the substance of a conversation with 11:55AM 15 16 is atomeys. 17 Q. Have you read any of the depositions of 13 17 MR.MILLSTEIN: Objection. Lacks 10 MR.MILLSTEIN: No. (asked the about 11:55AM 12 MR.MILLSTEIN: Objection. Lacks 20 MR.MILLSTEIN: Objection. Lacks 21 the lawsuit a oppoed to any other thing and that 24 MR.MILLSTEIN: Objection. Vague. 11:55AM 25 MR.LISY: Well, Hon't have now that with you're not allowed to inquire 24 MR.MILLSTEIN: Objection. Vague. 11:55AM 25 MR.LISY: Well, Hon't have faxed scient materials 10 11:55AM 25 <td< td=""><td></td><td></td><td>5</td><td>A. That's correct. 11:55AM</td></td<>			5	A. That's correct. 11:55AM
8 Q. Have you read the amended complaint? 9 Q. Have you verd discussed this lawsuit with 9 Q. Have you verd discussed this lawsuit with 9 Q. Have you verd discussed this lawsuit with 11 Q. Have you verd discussed this lawsuit you not 11.55AM 12 the citas to be certified? 11.55AM 13 A. Not that I recall. 12 14 Q. Have you read plaintiffs motion for class 15 15 certification? 11:55AM 16 A. 1 don't know. 15 17 O. Have you read any of the depositions of 13 18 any of the other plaintiffs that have been taken? 19 19 A. No. 16 21 MR. MILLSTEIN: Objection. Lacks 20 22 MR. MILLSTEIN: Objection. Lacks 25 23 foundation. 25 24 MR. MILLSTEIN: Objection. Vague. Calls 11:55AM 25 MR. MILLSTEIN: Voll, then, it shouldn't 26 the discusted of the communication other than to know 27 moving this lawsuit dong? 3 Q. Have you one any work in prosecuting or 11.55AM </td <td></td> <td></td> <td>-</td> <td></td>			-	
9 A. Idort' - Idort's now if I have or not. 9 Q. Have you ever discussed this lawauit with 10 I don't recail. 11:53AM 10 you attomsys over the telephore? 11:55AM 11 Q. Have you read life proposed definition of 11 A. No. In oti that I recail. 11 A. No. In oti that I recail. 12 the class to be certified? 11:53AM 11 A. No. In oti that I recail. 13 A. No. I have you read lawy of the depositions of 13 G. What work have you done in connection with 11:53AM 14 Q. Have you read any of the depositions of 17 MR. LISY: No. I asked has he ever 16 is any of the other plaintiffs that have been taken? 19 MR. MILLSTEIN: Objection. Lacks 20 20 MR. MILLSTEIN: Objection. Lacks 22 wold reveal - tend to reveal the content of the 23 21 moving this lawavit along? 11:53AM 25 MR. LISY: III withdraw it. 23 34 36 11:55AM 24 moving this lawavit along? 11:53AM 25 MR. LISY: Well, then not seeking the 11:55AM 30 Q. Have you one any work in prosecuting or MR. MILLSTEIN: Objection. Vague. Calls 11:54AM </td <td></td> <td></td> <td>1 '</td> <td></td>			1 '	
10 John Trecall. 11:53AM 11 Q. Have you read the proposed definition of 11.55AM 13 A. Not that I recall. 12 14 Q. Have you read the proposed definition of or lass 15 15 certification? 11:53AM 16 A. Not that I recall. 12 17 Q. Have you read any of the depositions of 13 18 any of the other plaintiffs that have been taken? 14 19 A. No. 11:55AM 10 Q. What work have you done in connection with 11:55AM 16 11 C. Have you read any of the depositions of 17 11 MR. MILLSTEIN: Right shawaui? 18 12 MR. MILLSTEIN: Right shawaui? 11 20 Q. What work in prosecuting or 11 21 moving this lawsuit along? 11 23 for a large conclusion. 11:55AM 24 MR. LISY: Whithdraw it. 25 25 MR. MILLSTEIN: Objection. Vague. Calls 11:54AM 1 26 readering of the content in a the show what 1 37 ourseth is answait al	_		-	
11 Q. Have you read the proposed definition of 11	1 ·		1 ·	
12 the class to be certified? 12 MR. MILLSTEIN: 11 instruct you not 13 A. Not that I recall. 13 the very our ead plaintiff's motion for class 15 certification? 11:53AM 14 stike that and instruct you not to answere bit. But I'll move to 16 A. Idon't know. 14 5tike that and instruct you not to answere because 16 A. Idon't know. 16 his attorneys. 17 MR. MILLSTEIN: No, I asked has he ever 18 any of the other plaintiffs that have been taken? 19 19 A. No. MR. MILLSTEIN: Right. So that means 20 Q. What work have you done in connection with 11:55AM 21 MR. MILLSTEIN: Objection. Lacks 21 23 foundation. 22 24 MR. MILLSTEIN: Objection. Lacks 23 25 MR. MILLSTEIN: Objection. Lacks 25 26 MR. MILLSTEIN: Objection. Lacks 25 27 MR. MILLSTEIN: Objection. Vague. 11:53AM 28 MR. MILLSTEIN: Objection. Vague. 11:54AM 29 MR. MILLSTEIN: Objection. Vague. 11:54AM 30	1		1 ·	•
13 A. Not that I recall. 13 to -well, you answerd it. But I'll move to 14 Q. Have you read plaintiffs muthor of class 14 strike that and instruct you answered it. But I'll move to 14 Q. Have you read any of the depositions of 13 strike that and instruct you answered it. But I'll move to 16 A. Idon't know. 14 strike that and instruct you answered it. But I'll move to 16 A. No. 15 you acked about the substance of a conversation with 11:55AM 17 Q. Have you read any of the depositions of 13 mr. LISY: No, I asked has he ever 18 any of the other plaintiffs that have been taken? 16 mr. LISY: No, I asked has he ever 18 any of the other plaintiffs that have been taken? 17 MR. LISY: No, I asked has he ever 18 foundation. 17 MR. MILLSTEIN: No, I asked has he ever 18 20 MR. MILLSTEIN: No, I asked has he ever 18 Mr. Millusterin not movel to inquire 24 MR. LISY: NI withdraw it. 25 mr. Millusterin not not the network to inquire 24 MR. MILLSTEIN: Network have you done any work in prosecuting or 11:55AM 7 THE WTINESS: Well, I don't know what			1 ·	
14 Q. Have you read plaintiffs motion for class 15 15 certification? 11:53AM 16 A. I don't know. 15 17 Q. Have you read any of the depositions of 13 18 any of the other plaintiffs that have been taken? 14 20 Q. What work have you done in connection with 11:53AM 15 21 mR. MILLSTEIN: Objection. Lacks 20 22 MR. MILLSTEIN: Objection. Lacks 21 23 foundation. 22 24 MR. MILLSTEIN: Objection. Lacks 23 25 MR. MILLSTEIN: Objection. Lacks 23 26 MR. MILLSTEIN: Objection. Lacks 24 27 MR. MILLSTEIN: Objection. Lacks 25 28 MR. MILLSTEIN: Objection. Vague. Calls 11:55AM 24 29 MR. MILLSTEIN: Objection. Vague. Calls 11:55AM 25 4 for a legal conclusion. 10 11:55AM 5 MR. MILLSTEIN: Objection. Vague. 11:54AM 5 6 for a legal conclusion. 11:54AM 6 7 THE WITNESS: Well, I don't know what 9 <	1			
15 certification? 11:53AM 15 you asked about the substance of a conversation with 11:55AM 16 A. Idon't know. 16 his attorneys. 17 Q. Have you read any of the depositions of 17 MR. LISY: No. I asked has he ever 18 any of the other plaintiffs that have been taken? 18 his attorneys. 19 A. No. 11:55AM 20 What work have you done in connection with 11:55AM 11:55AM 21 prosecuting this lawsuit? MR. MILLSTEIN: Objection. Lacks 20 23 fundation. 23 content. I have not netrest in understanding the 25 MR. MILLSTEIN: Objection. Vague. Calls 11:55AM 25 MR. LISY: Well, I'm nut seeking the 11:55AM 24 MR. MILLSTEIN: Objection. Vague. Calls 11:54AM 1 content. I have no interest in understanding the 2 25 MR. MILLSTEIN: Objection. Vague. Calls 11:54AM 1 1 content. I have no interest in understanding the 2 26 you mean by 'work." I have foad some materials 1 oor ether attorneys. 11:55AM 30 Have you done any work in prosecuting or moving this lawsuit atone? 11:56AM				
16 A. I don't know. 16 his atomets. 17 Q. Have you read any of the depositions of is atomets. 17 18 any of the other plaintifs that have been taken? 17 MR. LISY: No. I asked has he ever 19 A. No. 16 MR. LISY: No. I asked has he ever 19 A. No. 16 MR. MILLSTEIN: Right. So that means 20 Q. What work have you done in connection with 11:55AM 21 MR. MILLSTEIN: Objection. Lacks 20 the lawuit as opposed to any other thing and that 22 MR. MILLSTEIN: Objection. Lacks 20 would reveal tend to reveal the content of the 23 moving this lawsuit along? 24 MR. LISY: Well, I'm not seeking the 11:55AM 24 question. 12 content. I have no interest in understanding the 25 24 guestion. 1 content. I have no interest in understanding the 26 25 MR. MILLSTEIN: Objection. Vague. Calls 11:54AM 5 be refraenced. If the content is not the subject of 11:56AM 26 for a legal conclusion. 10 BY MR. LISY: 11:54AM 26 Q. So what I want to understand is everything				
17 Q. Have you read any of the depositions of 18 any of the other plaintiffs that have been taken? 17 M.R. LISY: No, I asked has he ever 18 discussed the lawsuit over the telephone. 19 A. No. 20 Q. What work have you done in connection with 11:53AM 21 prosecuting this lawsuit? 22 MR. MILLSTEIN: Objection. Lacks 23 foundation. 24 MR. MILLSTEIN: Objection. Lacks 25 MR. MILLSTEIN: Objection. Lacks 26 MR. MILLSTEIN: Objection. Lacks 27 MR. MILLSTEIN: Objection. Lacks 28 would reveal the content of the 29 would reveal the content of the 20 would reveal the content of the 21 substance of the communication other than to know 31 that one accurred. 7 THE WITNESS: Well, 1 don't know what 32 you mean by "work." I have faxed some materials 33 to MR. MILLSTEIN: Objection - 34 BY MR. LISY: 11:54AM 10 BY MR. LISY: 11:54AM 11 O. Can you tell me about that, please. 11:54AM 12 Q. Can you tell me about that, please. 11:54AM 13 MR. MILLSTEIN: Objection - 4 11:54AM				
18 any of the other plaintiffs that have been taken? 18 discussed the lawsuit over the telephone. 19 A. No. MR. MILLSTEIN: Right. So that means 20 Q. What work have you done in connection with 11:53AM 21 mR. MILLSTEIN: Objection. Lacks 10 22 MR. MILLSTEIN: Objection. Lacks 20 23 MR. MILLSTEIN: Objection. Lacks 21 24 MR. MILLSTEIN: Okay. He withdrew the 11:53AM 25 MR. MILLSTEIN: Okay. He withdrew the 11:53AM 26 Page 63 Page 63 27 question. 23 content. I have no interest in understanding the 28 substance of the communication other than to know 3 3 Q. Have you done any work in prosecuting or 3 4 4 MR. MILLSTEIN: Objection. Vague. Calls 11:54AM 5 be referenced. If the content is not the subject of 11:56AM 6 for a legal conclusion. 3 8 BY MR. LISY: 9 Q. How many times have you spoken with 10 Nr. Millstein, some documents. 9 Q. How many times have you spoken with 11:56AM 11 10 <td>1</td> <td></td> <td></td> <td>•</td>	1			•
19 A. No. 19 MR. MILLSTEIN: Right. So that means 20 Q. What work have you done in connection with 11:53AM 20 the facussion the had with me would have been about 11:55AM 21 MR. MILLSTEIN: Objection. Lacks 20 the discussion the had with me would have been about 11:55AM 22 MR. MILLSTEIN: Objection. Lacks 20 the discussion the had with me would have been about 11:55AM 23 MR. MILLSTEIN: Objection. Lacks 20 the lawsuit as opposed to any other thing and that 24 MR. LISY: 111 withdraw it. 23 communication which you're not allowed to inquire 24 MR. MILLSTEIN: Objection. Vague. Page 63 Page 63 7 Q. Have you done any work in prosecuting or 1 content. I have no interest in understanding the 3 Q. Have you done any work in prosecuting or 3 that one occurred. MR. MILLSTEIN: Objection. Vague. Calls 11:54AM 6 for a legal conclusion. 1 content. I have no interest in understand is everything 4 MR. MILLSTEIN: Vell, then, it shouldn't 9 Wark Millstein, some documents. 11:54AM 6 you mean by "work." Have fave some some materials 7 9 N. MulLSTEIN: Objection <td></td> <td></td> <td></td> <td></td>				
20 Q. What work have you done in connection with 11:53AM 21 prosecuting this lawsuit? 22 MR. MILLSTEIN: Objection. Lacks 23 MR. MILLSTEIN: Objection. Lacks 24 MR. LISY: 111 withdraw it. 25 MR. MILLSTEIN: Okay. He withdrew the 26 MR. LISY: 111 withdraw it. 27 MR. MILLSTEIN: Okay. He withdrew the 28 MR. LISY: Well. I'm not seeking the 29 Page 63 20 reverse of the communication which you're not allowed to inquire 23 MR. LISY: 24 Ware you done any work in prosecuting or 30 Q. Have you done any work in prosecuting or 31 MR. MILLSTEIN: Objection. Vague. Catls 11:54AM 32 MR. MILLSTEIN: Objection. Vague. Catls 11:54AM 34 you mean by "work." I have faxed some materials 35 Ware. Millstein, some documents. 4 MR. MILLSTEIN: Objection. Vague. 34 MR. MILLSTEIN: Objection. Vague. 35 Ware. Millstein, some documents. 4 MR. MILLSTEIN: Objection. 4 MR. MILLSTEIN: Objection. 5 Q.	F	•		•
21 prosecuting this lawsui? 21 the lawsuit as opposed to any other thing and that 22 MR. MILLSTEIN: Objection. Lacks 22 would reveal - tend to reveal the content of the 23 foundation. 23 communication which you're not allowed to inquire 24 MR. LISY: TII withdraw it. 24 as to. 25 MR. MILLSTEIN: Okay. He withdrew the 11:53AM 25 MR. LISY: Well. I'm not seeking the 11:55AM Page 63 2 question. 25 MR. LISY: Well. I'm not seeking the 11:55AM Page 63 2 question. 25 MR. LISY: Well. I'm not seeking the 11:55AM Page 63 3 Q. Have you done any work in prosecuting or 3 that one occurred. 3 that one occurred. 4 moving this lawsui along? 4 MR. MILLSTEIN: Objection. Vague. Calls 11:54AM 5 be referenced. If the content is not the subject of 11:56AM 6 for a legal conclusion. 11:54AM 6 Mr. Millstein on the talephone? 11:56AM 10 BY MR. LISY: 11:54AM 10 Mr. Millstein on the talephone? </td <td></td> <td></td> <td></td> <td></td>				
22 MR. MILLSTEIN: Objection. Lacks 22 would reveal tend to reveal the content of the 23 foundation. 23 communication which you're not allowed to inquire 24 MR. LISY: I'll withdraw it. 24 as to. 25 MR. MILLSTEIN: Okay. He withdrew the 11:53AM 25 Page 63 Page 63 Page 63 Page 63 Page 63 Option: Page 63 Option: Page 63 Option: Page 63 Option: Option: Q MR. LISY: Option: Option:				
23 foundation. 23 communication which you're not allowed to inquire 24 MR. LISY: Pll withdraw it. 24 as to. 25 MR. MILLSTEIN: Okay. He withdrew the 11:53AM 25 MR. LISY: Well. Pm not seeking the 11:55AM Page 63 24 as to. 25 MR. LISY: Well. Pm not seeking the 11:55AM Page 63 Page 63 Q Page 63 Q Page 63 Page 63 Q Q Have you done any work in prosecuting or MR. MILLSTEIN: Objection. Vague. Calls 11:54AM For a legal conclusion. THE WITNESS: Well, I don't know what you mean by "work". Thave faxed some materials you mean by "work". Thave faxed some materials 9 Q. How many times have you spoken with 10 BY MR. LISY: 11:54AM 10 Mr. Millstein, some documents. 11 Q. So what I want to understand is everything 11 A. Maybe twice. 12 12 Q. You we any times have	1	•		
24 MR. LISY: I'll withdraw it. 24 as to. 25 MR. MILLSTEIN: Okay. He withdrew the 11:53AM 25 MR. LISY: Well, I'm not seeking the 11:55AM Page 63 2 BY MR. LISY: 2 as to. 25 MR. LISY: Well, I'm not seeking the 11:55AM Page 63 2 BY MR. LISY: 1 content. I have no interest in understanding the 3 Q. Have you done any work in prosecuting or 3 that one occurred. 4 MR.MILLSTEIN: Objection. Vague. Calls 11:54AM 5 be referenced. If the content is not the subject of 11:56AM 6 for a legal conclusion. 7 substance. 8 BY MR. LISY: 9 to Mr. Millstein, some documents. 9 Q. How many times have you spoken with 10 BY MR. LISY: 11:54AM 10 Mr. Millstein on the telephone? 11:56AM 11 Q. So what I want to understand is everything 11 A. Maybe twice. 11:56AM 12 Qany ou tell me about that, please. 11:54AM 10 Mr. Millstein on the telephone? 11:56AM 13 documents to Mr. Millstein		-	[
25 MR. MILLSTEIN: Okay. He withdrew the 11:53AM 25 MR. LISY: Well. I'm nut seeking the 11:55AM Page 63 2 BY MR. LISY: 1 content. I have no interest in understanding the 2 BY MR. LISY: 1 content. I have no interest in understanding the 3 Q. Have you done any work in prosecuting or 1 content. I have no interest in understanding the 4 MR. MILLSTEIN: Objection. Vague. Calls 11:54AM 5 be referenced. If the content is not the subject of 11:56AM 6 for a legal conclusion. you mean by 'work." I have faxed some materials 8 BY MR. LISY: 9 to Mr. Millstein, some documents. 9 Q. How many times have you spoken with 10 BY MR. LISY: 11:54AM 10 Mr. Millstein on the telephone? 11:56AM 11 Q. So what I want to understand is everything 11 A. Maybe twice. 12 Q. Prior to last week, how many times had you 3 spoken to Mr. Millstein on the telephone? 11:56AM 12 Q. Can you tell me about that, please. 11:54AM 16 the other attorneys? 11:56AM 13 gozden to Mr. Millstein's office and me		MR. LISY: I'll withdraw it.		· •
Page 63 Page 63 1 question. 1 content. I have no interest in understanding the 2 BY MR. LISY: 2 substance of the communication other than to know 3 Q. Have you done any work in prosecuting or 3 that one occurred. 4 moving this lawsuit along? 3 that one occurred. 5 MR. MILLSTEIN: Objection. Vague. Calls 11:54AM 5 be referenced. If the content is not the subject of 11:56AM 6 for a legal conclusion. 4 MR. MILLSTEIN: Well, then, it shouldn't 7 THE WITNESS: Well, I don't know what 7 substance. 8 gour question, the question should not reference its 7 9 Ne. Millstein, some documents. 9 Q. How many times have you spoken with 10 BY MR. LISY: 11:54AM 10 Mr. Millstein on the telephone? 11:56AM 11 Q. So what I want to understand is everything 11 A. Maybe twice. 11:56AM 12 that you've done in connection with this lawsuit. 12 Q. Point o last week, how many times had you 3 13 poken to Mr. Millstein on the telephone? 11:56AM 15 <td>25</td> <td>MR. MILLSTEIN: Okay, He withdrew the 11:53AM</td> <td></td> <td></td>	25	MR. MILLSTEIN: Okay, He withdrew the 11:53AM		
1question.2BY MR. LISY:3Q. Have you done any work in prosecuting or4moving this lawsuit along?5MR. MILLSTEIN: Objection. Vague. Calls 11:54AM6for a legal conclusion.7THE WITNESS: Well, I don't know what8you mean by "work." I have faxed some materials9to Mr. Millstein, some documents.9you mean by "work." I have faxed some materials9to Mr. Millstein, some documents.10BY MR. LISY:1111:54AM10BY MR. LISY:1111:54AM12Q. Prior to last week, how many times had you13MR. MILLSTEIN: Objection14BY MR. LISY:15Q. Can you tell me about that, please.11:54AM1516MR. MILLSTEIN: Objection. Vague.17THE WITNESS: Well, other than faxing18documents to Mr. Millstein's office and meeting19with Mr. Millstein's office and meeting10BY MR. LISY:1111:54AM12Q. How many times have you spoken to any of the other13Any to tu attorneys office and meeting14BY MR. LISY:15Q. About how many times would you say you've16Mr. Millstein on Friday and appearing here,19Q. You've never spoken to any of the other11BY MR. LISY:20Q. About how many times would you say you've21A. Not22Q. Have you ever heard of		-		
2BY MR. LISY:2substance of the communication other than to know3Q. Have you done any work in prosecuting or3that one occurred.4moving this lawsuit along?4MR. MILLSTEIN: Objection. Vague. Calls 11:54AM5MR. MILLSTEIN: Objection. Vague. Calls 11:54AM5be referenced. If the content is not the subject of 11:56AM7THE WITNESS: Well, I don't know what6your question, the question should not reference its8you mean by 'work." I have faxed some materials8BY MR. LISY:9to Mr. Millstein, some documents.9Q. How many times have you spoken with10BY MR. LISY:11:54AM1011A. Maybe twice.11:56AM12Q. Prior to last week, how many times had you13MR. MILLSTEIN: Objection1314BY MR. LISY:11:54AM16MR. MILLSTEIN: Objection. Vague.1117THE WITNESS: Well, other than faxing1018documents to Mr. Millstein's office and meeting1118documents to Mr. Millstein's office and meeting1119with Mr. Millstein on Friday and appearing here,1920Q. About how many times would you say you've2021have with your attorneys in connection with this2122Q. About how many times would you say you've2224lawsuit?2324lawsuit?2424lawsuit?2424lawsuit?24		Page 63	1	
2BY MR. LISY:2substance of the communication other than to know3Q. Have you done any work in prosecuting or3that one occurred.4moving this lawsuit along?4MR. MILLSTEIN: Well, then, it shouldn't5MR. MILLSTEIN: Objection. Vague. Calls 11:54AM5be referenced. If the content is not the subject of 11:56AM6for a legal conclusion.6your question, the question should not reference its7THE WITNESS: Well, I don't know what7substance.8you mean by 'work." I have faxed some materials8BY MR. LISY:9to Mr. Millstein, some documents.9Q. How many times have you spoken with10BY MR. LISY:11:54AM1011Q. So what I want to understand is everything11A. Maybe twice.12Q. So what I want to understand is everything11A. Maybe twice.13MR. MILLSTEIN: Objection11:56AM14BY MR. LISY:11:54AM1016MR. MILLSTEIN: Objection. Vague.1117THE WITNESS: Well, other than faxing1418documents to Mr. Millstein's office and meeting1318documents to Mr. Millstein's office and meeting1419With Mr. Millstein on Friday and appearing here,1420A. Multussi11:56AM21BY MR. LISY:11:54AM22Q. About how many times would you say you've2023With Wr. Millstein on Friday and appearing here,10 <td></td> <td>0.00</td> <td>1</td> <td>Page 65</td>		0.00	1	Page 65
4moving this lawsuit along?4MR. MILLSTEIN: Well, then, it shouldn't5MR. MILLSTEIN: Objection. Vague. Calls 11:54AM5be referenced. If the content is not the subject of 11:56AM6for a legal conclusion.6your question, the question should not reference its7THE WITNESS: Well, I don't know what7substance.8you mean by "work." I have faxed some materials8BY MR. LISY:9to Mr. Millstein, some documents.9Q. How many times have you spoken with10BY MR. LISY:11:54AM1011Q. So what I want to understand is everything11A. Maybe twice.12that you've done in connection with this lawsuit.12Q. Prior to last week, how many times had you13MR. MILLSTEIN: Objection13spoken to Mr. Millstein on the telephone?14BY MR. LISY:14A. Maybe twice.15Q. Can you tell me about that, please.11:54AM1516MR. MILLSTEIN: Objection. Vague.16the other attorneys?17THE WITNESS: Well, other than faxing17A. I have never spoken to any of 11:56AM18documents to Mr. Millstein's office and meeting18attorneys.19with Mr. Millstein on Friday and appearing here,19Q. You've never spoken to any of the other20About how many times would you say you've21A. No.22Q. About how many times would you say you've22Q. Have you ever heard of the law firm23met with yo	1	•	1	-
5MR. MILLSTEIN: Objection. Vague. Calls 11:54AM5be referenced. If the content is not the subject of 11:56AM6for a legal conclusion.7THE WITNESS: Well, I don't know what7substance.7THE WITNESS: Well, I don't know what7substance.88you mean by "work." I have faxed some materials8BY MR. LISY:9to Mr. Millstein, some documents.9Q. How many times have you spoken with10BY MR. LISY:11:54AM1011Q. So what I want to understand is everything11A. Maybe twice.12that you've done in connection with this lawsuit.12Q. Prior to last week, how many times had you13MR. MILLSTEIN: Objection13spoken to Mr. Millstein on the telephone?14BY MR. LISY:14A. Maybe twice.15Q. Can you tell me about that, please.11:54AM16MR. MILLSTEIN: Objection. Vague.15Q. How many times have you spoken to any of 11:56AM18documents to Mr. Millstein's office and meeting18attorneys.19with Mr. Millstein on Friday and appearing here,19Q. You've never spoken to any of the other20About how many times would you say you've21A. No.22Q. About how many times would you say you've22Q. Have you ever heard of the law firm23met with your attorneys in connection with this23Gilbert LLP?24lawsuit?24A. Not that I recall.	1	question. BY MR. LISY:	12	content. I have no interest in understanding the
6for a legal conclusion.6your question, the question should not reference its7THE WITNESS: Well, I don't know what8your question, the question should not reference its8you mean by "work." I have faxed some materials9Q. How many times have you spoken with10BY MR. LISY:11:54AM10Mr. Millstein on the telephone?11:56AM11Q. So what I want to understand is everything11A. Maybe twice.11:56AM12that you've done in connection with this lawsuit.12Q. Prior to last week, how many times had you13MR. MILLSTEIN: Objection13spoken to Mr. Millstein on the telephone?14BY MR. LISY:11:54AM15Q. How many times have you spoken to any of 11:56AM16MR. MILLSTEIN: Objection. Vague.15Q. How many times have you spoken to any of 11:56AM17THE WITNESS: Well, other than faxing16the other attorneys?18documents to Mr. Millstein's office and meeting19Q. You've never spoken to any of the other19with Mr. Millstein on Friday and appearing here,19Q. You've never spoken to any of the other20About how many times would you say you've21A. No.22Q. About how many times would you say you've22Q. Have you ever heard of the law firm23gilbert LLP?24A. Not that I recall.	2	question. BY MR. LISY: Q. Have you done any work in prosecuting or	_	content. I have no interest in understanding the substance of the communication other than to know
7THE WITNESS: Well, I don't know what 89998you mean by "work." I have faxed some materials 968BY MR. LISY: 999Y MR. LISY:11:54AM10Mr. Millstein on the telephone?11:56AM11Q. So what I want to understand is everything 1111A. Maybe twice.1212that you've done in connection with this lawsuit.12Q. Prior to last week, how many times had you13MR. MILLSTEIN: Objection13spoken to Mr. Millstein on the telephone?14BY MR. LISY:11A. Maybe twice.15Q. Can you tell me about that, please.11:54AM16MR. MILLSTEIN: Objection1417THE WITNESS: Well, other than faxing18documents to Mr. Millstein's office and meeting19with Mr. Millstein on Friday and appearing here,20that's about it.11:54AM21BY MR. LISY:22Q. About how many times would you say you've23met with your attorneys in connection with this24lawsuit?24lawsuit?24lawsuit?24lawsuit?24lawsuit?	2 3 4	question.BY MR. LISY:Q. Have you done any work in prosecuting or moving this lawsuit along?	3	content. I have no interest in understanding the substance of the communication other than to know that one occurred.
8you mean by "work." I have faxed some materials9to Mr. Millstein, some documents.10BY MR. LISY:11Q. So what I want to understand is everything12that you've done in connection with this lawsuit.13MR. MILLSTEIN: Objection14BY MR. LISY:15Q. Can you tell me about that, please.16MR. MILLSTEIN: Objection. Vague.17THE WITNESS: Well, other than faxing18documents to Mr. Millstein's office and meeting19with Mr. Millstein on Friday and appearing here,20Q. About how many times would you say you've21D. About how many times would you say you've22Q. About how many times would you say you've23met with your attorneys in connection with this24lawsuit?24A. Not that I recall.	2 3 4 5	question. BY MR. LISY: Q. Have you done any work in prosecuting or moving this lawsuit along? MR. MILLSTEIN: Objection. Vague. Calls 11:54AM	3	content. I have no interest in understanding the substance of the communication other than to know that one occurred. MR. MILLSTEIN: Well, then, it shouldn't be referenced. If the content is not the subject of 11:56AM
9to Mr. Millstein, some documents.9Q. How many times have you spoken with10BY MR. LISY:11:54AM10Mr. Millstein on the telephone?11:56AM11Q. So what I want to understand is everything11A. Maybe twice.12Q. Prior to last week, how many times had you13MR. MILLSTEIN: Objection13spoken to Mr. Millstein on the telephone?11:56AM14BY MR. LISY:14A. Maybe twice.11:56AM15Q. Can you tell me about that, please.11:54AM15Q. How many times have you spoken to any of 11:56AM16MR. MILLSTEIN: Objection. Vague.17THE WITNESS: Well, other than faxing17A. I have never spoken to any other18documents to Mr. Millstein's office and meeting18attorneys.19Q. You've never spoken to any of the other20that's about it.11:54AM20attorneys representing you in this lawsuit?11:56AM21BY MR. LISY:21A. No.22Q. Have you ever heard of the law firm23met with your attorneys in connection with this23Gilbert LLP?24lawsuit?24A. Not that I recall.	2 3 4 5 6	question. BY MR. LISY: Q. Have you done any work in prosecuting or moving this lawsuit along? MR. MILLSTEIN: Objection. Vague. Calls 11:54AM for a legal conclusion.	3 4 5 6	content. I have no interest in understanding the substance of the communication other than to know that one occurred. MR. MILLSTEIN: Well, then, it shouldn't be referenced. If the content is not the subject of 11:56AM your question, the question should not reference its
10BY MR. LISY:11:54AM11Q. So what I want to understand is everything10Mr. Millstein on the telephone?11:56AM12that you've done in connection with this lawsuit.11A. Maybe twice.1213MR. MILLSTEIN: Objection13spoken to Mr. Millstein on the telephone?1414BY MR. LISY:14A. Maybe twice.1315Q. Can you tell me about that, please.11:54AM15Q. How many times have you spoken to any of11:56AM16MR. MILLSTEIN: Objection. Vague.17THE WITNESS: Well, other than faxing17A. I have never spoken to any other18documents to Mr. Millstein on Friday and appearing here,19Q. You've never spoken to any of the other20that's about it.11:54AM20attorneys representing you in this lawsuit?11:56AM21BY MR. LISY:21A. No.22Q. Have you ever heard of the law firm23met with your attorneys in connection with this23Gilbert LLP?2424A. Not that I recall.24A. Not that I recall.	2 3 4 5 6 7	 question. BY MR. LISY: Q. Have you done any work in prosecuting or moving this lawsuit along? MR. MILLSTEIN: Objection. Vague. Calls 11:54AM for a legal conclusion. THE WITNESS: Well, I don't know what 	3 4 5 6 7	content. I have no interest in understanding the substance of the communication other than to know that one occurred. MR. MILLSTEIN: Well, then, it shouldn't be referenced. If the content is not the subject of 11:56AM your question, the question should not reference its substance.
11Q. So what I want to understand is everything12that you've done in connection with this lawsuit.13MR. MILLSTEIN: Objection14BY MR. LISY:15Q. Can you tell me about that, please.16MR. MILLSTEIN: Objection. Vague.17THE WITNESS: Well, other than faxing18documents to Mr. Millstein's office and meeting19with Mr. Millstein on Friday and appearing here,20that's about it.21BY MR. LISY:22Q. About how many times would you say you've23met with your attorneys in connection with this24lawsuit?24lawsuit?24lawsuit?24lawsuit?24lawsuit?	2 3 4 5 6 7 8	 question. BY MR. LISY: Q. Have you done any work in prosecuting or moving this lawsuit along? MR. MILLSTEIN: Objection. Vague. Calls 11:54AM for a legal conclusion. THE WITNESS: Well, I don't know what you mean by "work." I have faxed some materials 	3 4 5 6 7 8	content. I have no interest in understanding the substance of the communication other than to know that one occurred. MR. MILLSTEIN: Well, then, it shouldn't be referenced. If the content is not the subject of 11:56AM your question, the question should not reference its substance. BY MR. LISY:
12that you've done in connection with this lawsuit.13MR. MILLSTEIN: Objection14BY MR. LISY:15Q. Can you tell me about that, please.16MR. MILLSTEIN: Objection. Vague.17THE WITNESS: Well, other than faxing18documents to Mr. Millstein's office and meeting19with Mr. Millstein on Friday and appearing here,20that's about it.21BY MR. LISY:22Q. About how many times would you say you've23met with your attorneys in connection with this24lawsuit?24lawsuit?	2 3 4 5 6 7 8 9	question. BY MR. LISY: Q. Have you done any work in prosecuting or moving this lawsuit along? MR. MILLSTEIN: Objection. Vague. Calls 11:54AM for a legal conclusion. THE WITNESS: Well, I don't know what you mean by "work." I have faxed some materials to Mr. Millstein, some documents.	3 4 5 6 7 8 9	content. I have no interest in understanding the substance of the communication other than to know that one occurred. MR. MILLSTEIN: Well, then, it shouldn't be referenced. If the content is not the subject of 11:56AM your question, the question should not reference its substance. BY MR. LISY: Q. How many times have you spoken with
13MR. MILLSTEIN: Objection13spoken to Mr. Millstein on the telephone?14BY MR. LISY:13spoken to Mr. Millstein on the telephone?15Q. Can you tell me about that, please.11:54AM14A. Maybe twice.16MR. MILLSTEIN: Objection. Vague.15Q. How many times have you spoken to any of 11:56AM16MR. MILLSTEIN: Objection. Vague.16the other attorneys?17THE WITNESS: Well, other than faxing17A. I have never spoken to any other18documents to Mr. Millstein's office and meeting18attorneys.19with Mr. Millstein on Friday and appearing here,19Q. You've never spoken to any of the other20that's about it.11:54AM20attorneys representing you in this lawsuit?11:56AM21BY MR. LISY:21A. No.22Q. Have you ever heard of the law firm23met with your attorneys in connection with this23Gilbert LLP?24lawsuit?24A. Not that I recall.	2 3 4 5 6 7 8 9 10	question. BY MR. LISY: Q. Have you done any work in prosecuting or moving this lawsuit along? MR. MILLSTEIN: Objection. Vague. Calls 11:54AM for a legal conclusion. THE WITNESS: Well, I don't know what you mean by "work." I have faxed some materials to Mr. Millstein, some documents. BY MR. LISY: I1:54AM	3 4 5 6 7 8 9 10	content. I have no interest in understanding the substance of the communication other than to know that one occurred. MR. MILLSTEIN: Well, then, it shouldn't be referenced. If the content is not the subject of 11:56AM your question, the question should not reference its substance. BY MR. LISY: Q. How many times have you spoken with Mr. Millstein on the telephone? 11:56AM
14BY MR. LISY:14A. Maybe twice.15Q. Can you tell me about that, please.11:54AM15Q. How many times have you spoken to any of 11:56AM16MR. MILLSTEIN: Objection. Vague.15Q. How many times have you spoken to any of 11:56AM16MR. MILLSTEIN: Objection. Vague.17A. I have never spoken to any other17THE WITNESS: Well, other than faxing17A. I have never spoken to any other18documents to Mr. Millstein's office and meeting18attorneys.19with Mr. Millstein on Friday and appearing here,19Q. You've never spoken to any of the other20that's about it.11:54AM20attorneys representing you in this lawsuit?11:56AM21BY MR. LISY:21A. No.22Q. Have you ever heard of the law firm23met with your attorneys in connection with this23Gilbert LLP?24lawsuit?24A. Not that I recall.	2 3 4 5 6 7 8 9 10 11	question. BY MR. LISY: Q. Have you done any work in prosecuting or moving this lawsuit along? MR. MILLSTEIN: Objection. Vague. Calls 11:54AM for a legal conclusion. THE WITNESS: Well, I don't know what you mean by "work." I have faxed some materials to Mr. Millstein, some documents. BY MR. LISY: Q. So what I want to understand is everything	3 4 5 6 7 8 9 10 11	 content. I have no interest in understanding the substance of the communication other than to know that one occurred. MR. MILLSTEIN: Well, then, it shouldn't be referenced. If the content is not the subject of 11:56AM your question, the question should not reference its substance. BY MR. LISY: Q. How many times have you spoken with Mr. Millstein on the telephone? Maybe twice.
15Q. Can you tell me about that, please.11:54AM16MR. MILLSTEIN: Objection. Vague.15Q. How many times have you spoken to any of 11:56AM16MR. MILLSTEIN: Objection. Vague.16the other attorneys?17THE WITNESS: Well, other than faxing17A. I have never spoken to any other18documents to Mr. Millstein's office and meeting18attorneys.19with Mr. Millstein on Friday and appearing here,19Q. You've never spoken to any of the other20that's about it.11:54AM2021BY MR. LISY:21A. No.22Q. About how many times would you say you've22Q. Have you ever heard of the law firm23met with your attorneys in connection with this23Gilbert LLP?24lawsuit?24A. Not that I recall.	2 3 4 5 6 7 8 9 10 11 12	question. BY MR. LISY: Q. Have you done any work in prosecuting or moving this lawsuit along? MR. MILLSTEIN: Objection. Vague. Calls 11:54AM for a legal conclusion. THE WITNESS: Well, I don't know what you mean by "work." I have faxed some materials to Mr. Millstein, some documents. BY MR. LISY: Q. So what I want to understand is everything that you've done in connection with this lawsuit.	3 4 5 6 7 8 9 10 11 12	 content. I have no interest in understanding the substance of the communication other than to know that one occurred. MR. MILLSTEIN: Well, then, it shouldn't be referenced. If the content is not the subject of 11:56AM your question, the question should not reference its substance. BY MR. LISY: Q. How many times have you spoken with Mr. Millstein on the telephone? 11:56AM A. Maybe twice. Q. Prior to last week, how many times had you
16MR. MILLSTEIN: Objection. Vague.17THE WITNESS: Well, other than faxing18documents to Mr. Millstein's office and meeting19with Mr. Millstein on Friday and appearing here,20that's about it.21BY MR. LISY:22Q. About how many times would you say you've23met with your attorneys in connection with this24lawsuit?	2 3 4 5 6 7 8 9 10 11 12 13	question. BY MR. LISY: Q. Have you done any work in prosecuting or moving this lawsuit along? MR. MILLSTEIN: Objection. Vague. Calls 11:54AM for a legal conclusion. THE WITNESS: Well, I don't know what you mean by "work." I have faxed some materials to Mr. Millstein, some documents. BY MR. LISY: Q. So what I want to understand is everything that you've done in connection with this lawsuit. MR. MILLSTEIN: Objection	3 4 5 6 7 8 9 10 11 12 13	 content. I have no interest in understanding the substance of the communication other than to know that one occurred. MR. MILLSTEIN: Well, then, it shouldn't be referenced. If the content is not the subject of 11:56AM your question, the question should not reference its substance. BY MR. LISY: Q. How many times have you spoken with Mr. Millstein on the telephone? Prior to last week, how many times had you spoken to Mr. Millstein on the telephone?
17THE WITNESS: Well, other than faxing17A. I have never spoken to any other18documents to Mr. Millstein's office and meeting18attorneys.19with Mr. Millstein on Friday and appearing here,19Q. You've never spoken to any of the other20that's about it.11:54AM2021BY MR. LISY:21A. No.22Q. About how many times would you say you've22Q. Have you ever heard of the law firm23met with your attorneys in connection with this23Gilbert LLP?24lawsuit?24A. Not that I recall.	2 3 4 5 6 7 8 9 10 11 12 13 14	 question. BY MR. LISY: Q. Have you done any work in prosecuting or moving this lawsuit along? MR. MILLSTEIN: Objection. Vague. Calls 11:54AM for a legal conclusion. THE WITNESS: Well, I don't know what you mean by "work." I have faxed some materials to Mr. Millstein, some documents. BY MR. LISY: I1:54AM Q. So what I want to understand is everything that you've done in connection with this lawsuit. MR. MILLSTEIN: Objection BY MR. LISY: 	3 4 5 6 7 8 9 10 11 12 13 14	 content. I have no interest in understanding the substance of the communication other than to know that one occurred. MR. MILLSTEIN: Well, then, it shouldn't be referenced. If the content is not the subject of 11:56AM your question, the question should not reference its substance. BY MR. LISY: Q. How many times have you spoken with Mr. Millstein on the telephone? A. Maybe twice. A. Maybe twice. A. Maybe twice. A. Maybe twice.
18documents to Mr. Millstein's office and meeting18attorneys.19with Mr. Millstein on Friday and appearing here,19Q. You've never spoken to any of the other20that's about it.11:54AM2021BY MR. LISY:21A. No.22Q. About how many times would you say you've22Q. Have you ever heard of the law firm23met with your attorneys in connection with this23Gilbert LLP?24lawsuit?24A. Not that I recall.	2 3 4 5 6 7 8 9 10 11 12 13 14 15	question. BY MR. LISY: Q. Have you done any work in prosecuting or moving this lawsuit along? MR. MILLSTEIN: Objection. Vague. Calls 11:54AM for a legal conclusion. THE WITNESS: Well, I don't know what you mean by "work." I have faxed some materials to Mr. Millstein, some documents. BY MR. LISY: Q. So what I want to understand is everything that you've done in connection with this lawsuit. MR. MILLSTEIN: Objection BY MR. LISY: Q. Can you tell me about that, please. 11:54AM	3 4 5 6 7 8 9 10 11 12 13 14 15	 content. I have no interest in understanding the substance of the communication other than to know that one occurred. MR. MILLSTEIN: Well, then, it shouldn't be referenced. If the content is not the subject of 11:56AM your question, the question should not reference its substance. BY MR. LISY: Q. How many times have you spoken with Mr. Millstein on the telephone? A. Maybe twice. Q. Prior to last week, how many times had you spoken to Mr. Millstein on the telephone? A. Maybe twice. Q. How many times have you spoken to any of 11:56AM
19with Mr. Millstein on Friday and appearing here, 2019Q. You've never spoken to any of the other20that's about it.11:54AM2021BY MR. LISY:21A. No.22Q. About how many times would you say you've met with your attorneys in connection with this21A. No.23met with your attorneys in connection with this23Gilbert LLP?24lawsuit?24A. Not that I recall.	2 3 4 5 6 7 8 9 10 11 12 13 14 15 16	 question. BY MR. LISY: Q. Have you done any work in prosecuting or moving this lawsuit along? MR. MILLSTEIN: Objection. Vague. Calls 11:54AM for a legal conclusion. THE WITNESS: Well, I don't know what you mean by "work." I have faxed some materials to Mr. Millstein, some documents. BY MR. LISY: BY MR. LISY: MR. MILLSTEIN: Objection BY MR. LISY: Q. Can you tell me about that, please. MILLSTEIN: Objection. Vague. 	3 4 5 6 7 8 9 10 11 12 13 14 15 16	 content. I have no interest in understanding the substance of the communication other than to know that one occurred. MR. MILLSTEIN: Well, then, it shouldn't be referenced. If the content is not the subject of 11:56AM your question, the question should not reference its substance. BY MR. LISY: Q. How many times have you spoken with Mr. Millstein on the telephone? A. Maybe twice. Q. Prior to last week, how many times had you spoken to Mr. Millstein on the telephone? A. Maybe twice. Q. How many times have you spoken to any of 11:56AM the other attorneys?
20that's about it.11:54AM20attorneys representing you in this lawsuit?11:56AM21BY MR. LISY:21A.No.22Q.Have you ever heard of the law firm23met with your attorneys in connection with this23Gilbert LLP?24A.Not that I recall.	2 3 4 5 6 7 8 9 10 11 12 13 14 15 16 17	 question. BY MR. LISY: Q. Have you done any work in prosecuting or moving this lawsuit along? MR. MILLSTEIN: Objection. Vague. Calls 11:54AM for a legal conclusion. THE WITNESS: Well, I don't know what you mean by "work." I have faxed some materials to Mr. Millstein, some documents. BY MR. LISY: Q. So what I want to understand is everything that you've done in connection with this lawsuit. MR. MILLSTEIN: Objection BY MR. LISY: Q. Can you tell me about that, please. MR. MILLSTEIN: Objection. Vague. THE WITNESS: Well, other than faxing 	3 4 5 6 7 8 9 10 11 12 13 14 15 16 17	 content. I have no interest in understanding the substance of the communication other than to know that one occurred. MR. MILLSTEIN: Well, then, it shouldn't be referenced. If the content is not the subject of 11:56AM your question, the question should not reference its substance. BY MR. LISY: Q. How many times have you spoken with Mr. Millstein on the telephone? 11:56AM A. Maybe twice. Q. Prior to last week, how many times had you spoken to Mr. Millstein on the telephone? A. Maybe twice. Q. How many times have you spoken to any of 11:56AM
21 BY MR. LISY: 21 A. No. 22 Q. About how many times would you say you've 22 Q. Have you ever heard of the law firm 23 met with your attorneys in connection with this 23 Gilbert LLP? 24 lawsuit? 24 A. Not that I recall.	2 3 4 5 6 7 8 9 10 11 12 13 14 15 16 17 18	 question. BY MR. LISY: Q. Have you done any work in prosecuting or moving this lawsuit along? MR. MILLSTEIN: Objection. Vague. Calls 11:54AM for a legal conclusion. THE WITNESS: Well, I don't know what you mean by "work." I have faxed some materials to Mr. Millstein, some documents. BY MR. LISY: I1:54AM Q. So what I want to understand is everything that you've done in connection with this lawsuit. MR. MILLSTEIN: Objection BY MR. LISY: Q. Can you tell me about that, please. I1:54AM MR. MILLSTEIN: Objection. Vague. THE WITNESS: Well, other than faxing documents to Mr. Millstein's office and meeting 	3 4 5 6 7 8 9 10 11 12 13 14 15 16 17 18	 content. I have no interest in understanding the substance of the communication other than to know that one occurred. MR. MILLSTEIN: Well, then, it shouldn't be referenced. If the content is not the subject of 11:56AM your question, the question should not reference its substance. BY MR. LISY: Q. How many times have you spoken with Mr. Millstein on the telephone? A. Maybe twice. Q. Prior to last week, how many times had you spoken to Mr. Millstein on the telephone? A. Maybe twice. Q. How many times have you spoken to any of 11:56AM
22Q. About how many times would you say you've22Q. Have you ever heard of the law firm23met with your attorneys in connection with this23Gilbert LLP?24lawsuit?24A. Not that I recall.	2 3 4 5 6 7 8 9 10 11 12 13 14 15 16 17 18 19	 question. BY MR. LISY: Q. Have you done any work in prosecuting or moving this lawsuit along? MR. MILLSTEIN: Objection. Vague. Calls 11:54AM for a legal conclusion. THE WITNESS: Well, I don't know what you mean by "work." I have faxed some materials to Mr. Millstein, some documents. BY MR. LISY: I1:54AM Q. So what I want to understand is everything that you've done in connection with this lawsuit. MR. MILLSTEIN: Objection BY MR. LISY: Q. Can you tell me about that, please. I1:54AM MR. MILLSTEIN: Objection. Vague. THE WITNESS: Well, other than faxing documents to Mr. Millstein's office and meeting with Mr. Millstein on Friday and appearing here, 	3 4 5 6 7 8 9 10 11 12 13 14 15 16 17 18 19	 content. I have no interest in understanding the substance of the communication other than to know that one occurred. MR. MILLSTEIN: Well, then, it shouldn't be referenced. If the content is not the subject of 11:56AM your question, the question should not reference its substance. BY MR. LISY: Q. How many times have you spoken with Mr. Millstein on the telephone? A. Maybe twice. Q. Prior to last week, how many times had you spoken to Mr. Millstein on the telephone? A. Maybe twice. Q. How many times have you spoken to any of 11:56AM the other attorneys? A. I have never spoken to any of the other
23 met with your attorneys in connection with this23 Gilbert LLP?24 lawsuit?24 A. Not that I recall.	2 3 4 5 6 7 8 9 10 11 12 13 14 15 16 17 18 19 20	 question. BY MR. LISY: Q. Have you done any work in prosecuting or moving this lawsuit along? MR. MILLSTEIN: Objection. Vague. Calls 11:54AM for a legal conclusion. THE WITNESS: Well, I don't know what you mean by "work." I have faxed some materials to Mr. Millstein, some documents. BY MR. LISY: I1:54AM Q. So what I want to understand is everything that you've done in connection with this lawsuit. MR. MILLSTEIN: Objection BY MR. LISY: Q. Can you tell me about that, please. THE WITNESS: Well, other than faxing documents to Mr. Millstein's office and meeting with Mr. Millstein on Friday and appearing here, that's about it. 11:54AM 	3 4 5 6 7 8 9 10 11 12 13 14 15 16 17 18 19 20	 content. I have no interest in understanding the substance of the communication other than to know that one occurred. MR. MILLSTEIN: Well, then, it shouldn't be referenced. If the content is not the subject of 11:56AM your question, the question should not reference its substance. BY MR. LISY: Q. How many times have you spoken with Mr. Millstein on the telephone? A. Maybe twice. Q. Prior to last week, how many times had you spoken to Mr. Millstein on the telephone? A. Maybe twice. Q. How many times have you spoken to any of 11:56AM the other attorneys? A. I have never spoken to any of the other attorneys. Q. You've never spoken to any of the other attorneys representing you in this lawsuit?
24 lawsuit? 24 A. Not that I recall.	2 3 4 5 6 7 8 9 10 11 12 13 14 15 16 17 18 19 20 21	 question. BY MR. LISY: Q. Have you done any work in prosecuting or moving this lawsuit along? MR. MILLSTEIN: Objection. Vague. Calls 11:54AM for a legal conclusion. THE WITNESS: Well, I don't know what you mean by "work." I have faxed some materials to Mr. Millstein, some documents. BY MR. LISY: I1:54AM Q. So what I want to understand is everything that you've done in connection with this lawsuit. MR. MILLSTEIN: Objection BY MR. LISY: Q. Can you tell me about that, please. I1:54AM MR. MILLSTEIN: Objection. Vague. THE WITNESS: Well, other than faxing documents to Mr. Millstein's office and meeting with Mr. Millstein on Friday and appearing here, that's about it. 11:54AM 	3 4 5 6 7 8 9 10 11 12 13 14 15 16 17 18 19 20 21	 content. I have no interest in understanding the substance of the communication other than to know that one occurred. MR. MILLSTEIN: Well, then, it shouldn't be referenced. If the content is not the subject of 11:56AM your question, the question should not reference its substance. BY MR. LISY: Q. How many times have you spoken with Mr. Millstein on the telephone? 11:56AM A. Maybe twice. Q. Prior to last week, how many times had you spoken to Mr. Millstein on the telephone? A. Maybe twice. Q. How many times have you spoken to any of 11:56AM the other attorneys? A. I have never spoken to any of the other attorneys. Q. You've never spoken to any of the other attorneys representing you in this lawsuit? 11:56AM
	2 3 4 5 6 7 8 9 10 11 12 13 14 15 16 17 18 19 20 21 22	 question. BY MR. LISY: Q. Have you done any work in prosecuting or moving this lawsuit along? MR. MILLSTEIN: Objection. Vague. Calls 11:54AM for a legal conclusion. THE WITNESS: Well, I don't know what you mean by "work." I have faxed some materials to Mr. Millstein, some documents. BY MR. LISY: I1:54AM Q. So what I want to understand is everything that you've done in connection with this lawsuit. MR. MILLSTEIN: Objection BY MR. LISY: Q. Can you tell me about that, please. I1:54AM MR. MILLSTEIN: Objection. Vague. THE WITNESS: Well, other than faxing documents to Mr. Millstein's office and meeting with Mr. Millstein on Friday and appearing here, that's about it. 11:54AM BY MR. LISY: Q. About how many times would you say you've 	3 4 5 6 7 8 9 10 11 12 13 14 15 16 17 18 19 20 21 22	 content. I have no interest in understanding the substance of the communication other than to know that one occurred. MR. MILLSTEIN: Well, then, it shouldn't be referenced. If the content is not the subject of 11:56AM your question, the question should not reference its substance. BY MR. LISY: Q. How many times have you spoken with Mr. Millstein on the telephone? A. Maybe twice. Q. Prior to last week, how many times had you spoken to Mr. Millstein on the telephone? A. Maybe twice. Q. How many times have you spoken to any of 11:56AM the other attorneys? A. I have never spoken to any of the other attorneys. Q. You've never spoken to any of the other attorneys representing you in this lawsuit? H2:56AM A. No. Q. Have you ever heard of the law firm
25 Q. Do you have a written ree agreement with 11:5/AM	2 3 4 5 6 7 8 9 10 11 12 13 14 15 16 17 18 19 20 21 22 23	 question. BY MR. LISY: Q. Have you done any work in prosecuting or moving this lawsuit along? MR. MILLSTEIN: Objection. Vague. Calls 11:54AM for a legal conclusion. THE WITNESS: Well, I don't know what you mean by "work." I have faxed some materials to Mr. Millstein, some documents. BY MR. LISY: I1:54AM Q. So what I want to understand is everything that you've done in connection with this lawsuit. MR. MILLSTEIN: Objection BY MR. LISY: Q. Can you tell me about that, please. 11:54AM MR. MILLSTEIN: Objection. Vague. THE WITNESS: Well, other than faxing documents to Mr. Millstein's office and meeting with Mr. Millstein on Friday and appearing here, that's about it. BY MR. LISY: Q. About how many times would you say you've met with your attorneys in connection with this 	3 4 5 6 7 8 9 10 11 12 13 14 15 16 17 18 19 20 21 22 23	 content. I have no interest in understanding the substance of the communication other than to know that one occurred. MR. MILLSTEIN: Well, then, it shouldn't be referenced. If the content is not the subject of 11:56AM your question, the question should not reference its substance. BY MR. LISY: Q. How many times have you spoken with Mr. Millstein on the telephone? 11:56AM A. Maybe twice. Q. Prior to last week, how many times had you spoken to Mr. Millstein on the telephone? A. Maybe twice. Q. How many times have you spoken to any of 11:56AM the other attorneys? A. I have never spoken to any of the other attorneys representing you in this lawsuit? 11:56AM A. No. Q. Have you ever heard of the law firm Gilbert LLP?
	2 3 4 5 6 7 8 9 10 11 12 13 14 15 16 17 18 19 20 21 22 23 24	 question. BY MR. LISY: Q. Have you done any work in prosecuting or moving this lawsuit along? MR. MILLSTEIN: Objection. Vague. Calls 11:54AM for a legal conclusion. THE WITNESS: Well, I don't know what you mean by "work." I have faxed some materials to Mr. Millstein, some documents. BY MR. LISY: I1:54AM Q. So what I want to understand is everything that you've done in connection with this lawsuit. MR. MILLSTEIN: Objection BY MR. LISY: Q. Can you tell me about that, please. 11:54AM MR. MILLSTEIN: Objection. Vague. THE WITNESS: Well, other than faxing documents to Mr. Millstein's office and meeting with Mr. Millstein on Friday and appearing here, that's about it. 11:54AM BY MR. LISY: Q. About how many times would you say you've met with your attorneys in connection with this lawsuit? 	3 4 5 6 7 8 9 10 11 12 13 14 15 16 17 18 19 20 21 22 23 24	 content. I have no interest in understanding the substance of the communication other than to know that one occurred. MR. MILLSTEIN: Well, then, it shouldn't be referenced. If the content is not the subject of 11:56AM your question, the question should not reference its substance. BY MR. LISY: Q. How many times have you spoken with Mr. Millstein on the telephone? A. Maybe twice. Q. Prior to last week, how many times had you spoken to Mr. Millstein on the telephone? A. Maybe twice. Q. How many times have you spoken to any of 11:56AM the other attorneys? A. I have never spoken to any of the other attorneys. Q. You've never spoken to any of the other attorneys representing you in this lawsuit? Have you ever heard of the law firm Gilbert LLP? A. Not that I recall.

17 (Pages 62 to 65)

	Case3:10-md-02124-SI Document26		Filed04/22/10 Page19 of 37
	Page 66	1	Page 68
1	your attorneys in this matter?	I	These are really veiled threats. You
2	A. Not that I know of.	2	haven't offered any conceivable relevance. It has
3	Q. Are you responsible for paying any legal	3	nothing to do with this case and it's intrusive,
4	fees in this matter?	4	it's harassive, it's time consuming and it's
5	A. Not that I know of. 11:57AM	5	likely to it's an indirect attempt to get at 11:59AM
6	Q. Do you have any understanding of any	6	attorney-client privileged information, which is
7	situation where you may be required to pay legal	7	clearly and it is clearly attorney-client
8	fees in this matter?	8	communication how an individual comes to the point
9	A. Do I have an understanding or do I make	9	of making a decision to become a plaintiff in this
10	an assumption? 11:57AM	10	case. 12:00PM
11	Q. What's your understanding?	11	So don't answer that question.
12	A. I don't have an understanding.	12	BY MR. LISY:
13	Q. And what's your assumption?	13	Q. And I want to make very clear for
14	A. My assumption is that, yes, probably.	14	the record that I'm in no way seeking any
15	Q. All right. Why do you say that? 11:57AM	15	communications, the substance of any communications 12:00PM
16	A. Well, I assume that's how the system	16	you've had with your attorneys. My questions are
17	works.	17	directed at your independent evaluation of when you
18	Q. When did you first consider filing a	18	decided to sue Conseco Life prior to I think I've
19	lawsuit against Conseco Life?	19	tried to be clear prior to any communication with
20	A. I guess when I was advised by when 11:58AM	20	Mr. Millstein. 12:00PM
21	I was given Mr. Millstein's name.	21	MR. MILLSTEIN: Don't answer the question.
22 23	Q. That was by Mr. Winston? A. Yes.	22	It's just a veiled way of getting at the same
23		23	information and it's not likely to lead to any
25	Q. Prior to that, had you ever considered suing Conseco Life? I1:58AM	24 25	discoverable information.
22	Sung Conseco Ene: T1.JoAM	23	MR. LISY: Okay, Could you state your 12:00PM
	Page 67		Page 69
1	A. Yes.	1	basis for your instruction not to answer?
2	Q. When?	2	MR. MILLSTEIN: I think I stated a number
3	A. About that time.	3	of bases for it. It's attorney-client privilege,
4	Q. That was your own independent idea?	4	it's an indirect attempt to learn the substance of
5	MR. MILLSTEIN: Objection. 11:58AM	5	the conversations between me and my client by asking 12:00PM
6	Don't answer whose idea it is to sue.	6	about his pre-lawsuit "state of mind," and there's
7	It's attorney-client privilege.	7	no other reasonable basis for these for this
1 0	Counsel, I don't see any conceivable	8	information.
8			
9	relevance to this entire intrusive line of	9	So it's attorney-client privileged and
9 10	questioning and I'm going to terminate it fairly 11:58AM	10	he's not going to answer it, and it's also not 12:01PM
9 10 11	questioning and I'm going to terminate it fairly 11:58AM soon unless you can proffer to me some ostensible	10	he's not going to answer it, and it's also not 12:01PM reasonably likely to lead to the discovery of
9 10 11 12	questioning and I'm going to terminate it fairly 11:58AM soon unless you can proffer to me some ostensible relevance. There's nothing material about this.	10 11 12	he's not going to answer it, and it's also not 12:01PM reasonably likely to lead to the discovery of any admissible evidence in this matter.
9 10 11 12 13	questioning and I'm going to terminate it fairly 11:58AM soon unless you can proffer to me some ostensible relevance. There's nothing material about this. BY MR. LISY:	10 11 12 13	he's not going to answer it, and it's also not 12:01PM reasonably likely to lead to the discovery of any admissible evidence in this matter. MR. LISY: Anything else?
9 10 11 12 13 14	questioning and I'm going to terminate it fairly11:58AMsoon unless you can proffer to me some ostensiblerelevance. There's nothing material about this.BY MR. LISY:Q. You mentioned that Mr. Winston referred	10 11 12 13 14	he's not going to answer it, and it's also not 12:01PM reasonably likely to lead to the discovery of any admissible evidence in this matter. MR. LISY: Anything else? MR. MILLSTEIN: No. And work product too.
9 10 11 12 13 14 15	questioning and I'm going to terminate it fairly11:58AMsoon unless you can proffer to me some ostensiblerelevance. There's nothing material about this.BY MR. LISY:Q. You mentioned that Mr. Winston referredyou to Mr. Millstein. Do I have that right?11:59AM	10 11 12 13 14 15	he's not going to answer it, and it's also not 12:01PM reasonably likely to lead to the discovery of any admissible evidence in this matter. MR. LISY: Anything else? MR. MILLSTEIN: No. And work product too. MR. LISY: Will you mark this, please 12:01PM
9 10 11 12 13 14 15 16	 questioning and I'm going to terminate it fairly 11:58AM soon unless you can proffer to me some ostensible relevance. There's nothing material about this. BY MR. LISY: Q. You mentioned that Mr. Winston referred you to Mr. Millstein. Do I have that right? 11:59AM A. Well, I wouldn't call it an actual 	10 11 12 13 14 15 16	he's not going to answer it, and it's also not 12:01PM reasonably likely to lead to the discovery of any admissible evidence in this matter. MR. LISY: Anything else? MR. MILLSTEIN: No. And work product too. MR. LISY: Will you mark this, please 12:01PM (indicating).
9 10 11 12 13 14 15 16 17	 questioning and I'm going to terminate it fairly 11:58AM soon unless you can proffer to me some ostensible relevance. There's nothing material about this. BY MR. LISY: Q. You mentioned that Mr. Winston referred you to Mr. Millstein. Do I have that right? 11:59AM A. Well, I wouldn't call it an actual reference. He simply indicated that Mr. Millstein 	10 11 12 13 14 15 16 17	he's not going to answer it, and it's also not 12:01PM reasonably likely to lead to the discovery of any admissible evidence in this matter. MR. LISY: Anything else? MR. MILLSTEIN: No. And work product too. MR. LISY: Will you mark this, please 12:01PM (indicating). (Whereupon, Defendant's Exhibit 61 was
9 10 11 12 13 14 15 16 17 18	 questioning and I'm going to terminate it fairly 11:58AM soon unless you can proffer to me some ostensible relevance. There's nothing material about this. BY MR. LISY: Q. You mentioned that Mr. Winston referred you to Mr. Millstein. Do I have that right? 11:59AM A. Well, I wouldn't call it an actual reference. He simply indicated that Mr. Millstein was looking into the case and that if I was 	10 11 12 13 14 15 16 17 18	he's not going to answer it, and it's also not 12:01PM reasonably likely to lead to the discovery of any admissible evidence in this matter. MR. LISY: Anything else? MR. MILLSTEIN: No. And work product too. MR. LISY: Will you mark this, please 12:01PM (indicating). (Whereupon, Defendant's Exhibit 61 was marked for identification.)
9 10 11 12 13 14 15 16 17 18 19	 questioning and I'm going to terminate it fairly 11:58AM soon unless you can proffer to me some ostensible relevance. There's nothing material about this. BY MR. LISY: Q. You mentioned that Mr. Winston referred you to Mr. Millstein. Do I have that right? 11:59AM A. Well, I wouldn't call it an actual reference. He simply indicated that Mr. Millstein was looking into the case and that if I was interested, I should get in touch with him. Now, 	10 11 12 13 14 15 16 17 18 19	he's not going to answer it, and it's also not 12:01PM reasonably likely to lead to the discovery of any admissible evidence in this matter. MR. LISY: Anything else? MR. MILLSTEIN: No. And work product too. MR. LISY: Will you mark this, please 12:01PM (indicating). (Whereupon, Defendant's Exhibit 61 was marked for identification.) BY MR. LISY:
9 10 11 12 13 14 15 16 17 18 19 20	 questioning and I'm going to terminate it fairly 11:58AM soon unless you can proffer to me some ostensible relevance. There's nothing material about this. BY MR. LISY: Q. You mentioned that Mr. Winston referred you to Mr. Millstein. Do I have that right? 11:59AM A. Well, I wouldn't call it an actual reference. He simply indicated that Mr. Millstein was looking into the case and that if I was interested, I should get in touch with him. Now, I don't know if you call that a referral or not. 11:59AM 	10 11 12 13 14 15 16 17 18 19 20	he's not going to answer it, and it's also not 12:01PM reasonably likely to lead to the discovery of any admissible evidence in this matter. MR. LISY: Anything else? MR. MILLSTEIN: No. And work product too. MR. LISY: Will you mark this, please 12:01PM (indicating). (Whereupon, Defendant's Exhibit 61 was marked for identification.) BY MR. LISY: Q. Dr. Kreps, the court reporter has placed 12:01PM
9 10 11 12 13 14 15 16 17 18 19 20 21	 questioning and I'm going to terminate it fairly 11:58AM soon unless you can proffer to me some ostensible relevance. There's nothing material about this. BY MR. LISY: Q. You mentioned that Mr. Winston referred you to Mr. Millstein. Do I have that right? 11:59AM A. Well, I wouldn't call it an actual reference. He simply indicated that Mr. Millstein was looking into the case and that if I was interested, I should get in touch with him. Now, I don't know if you call that a referral or not. 11:59AM Q. Prior to speaking with Mr. Winston, did 	10 11 12 13 14 15 16 17 18 19 20 21	he's not going to answer it, and it's also not 12:01PM reasonably likely to lead to the discovery of any admissible evidence in this matter. MR. LISY: Anything else? MR. MILLSTEIN: No. And work product too. MR. LISY: Will you mark this, please 12:01PM (indicating). (Whereupon, Defendant's Exhibit 61 was marked for identification.) BY MR. LISY: Q. Dr. Kreps, the court reporter has placed 12:01PM in front of you an exhibit that has been marked as
9 10 11 12 13 14 15 16 17 18 19 20 21 22	 questioning and I'm going to terminate it fairly 11:58AM soon unless you can proffer to me some ostensible relevance. There's nothing material about this. BY MR. LISY: Q. You mentioned that Mr. Winston referred you to Mr. Millstein. Do I have that right? 11:59AM A. Well, I wouldn't call it an actual reference. He simply indicated that Mr. Millstein was looking into the case and that if I was interested, I should get in touch with him. Now, I don't know if you call that a referral or not. 11:59AM Q. Prior to speaking with Mr. Winston, did you yourself entertain the idea of suing Conseco 	10 11 12 13 14 15 16 17 18 19 20 21 22	 he's not going to answer it, and it's also not 12:01PM reasonably likely to lead to the discovery of any admissible evidence in this matter. MR. LISY: Anything else? MR. MILLSTEIN: No. And work product too. MR. LISY: Will you mark this, please 12:01PM (indicating). (Whereupon, Defendant's Exhibit 61 was marked for identification.) BY MR. LISY: Q. Dr. Kreps, the court reporter has placed 12:01PM in front of you an exhibit that has been marked as Defendant's Exhibit No. 61. Would you please take a
9 10 11 12 13 14 15 16 17 18 19 20 21 22 23	 questioning and I'm going to terminate it fairly 11:58AM soon unless you can proffer to me some ostensible relevance. There's nothing material about this. BY MR. LISY: Q. You mentioned that Mr. Winston referred you to Mr. Millstein. Do I have that right? 11:59AM A. Well, I wouldn't call it an actual reference. He simply indicated that Mr. Millstein was looking into the case and that if I was interested, I should get in touch with him. Now, I don't know if you call that a referral or not. 11:59AM Q. Prior to speaking with Mr. Winston, did you yourself entertain the idea of suing Conseco Life? 	10 11 12 13 14 15 16 17 18 19 20 21 22 23	 he's not going to answer it, and it's also not 12:01PM reasonably likely to lead to the discovery of any admissible evidence in this matter. MR. LISY: Anything else? MR. MILLSTEIN: No. And work product too. MR. LISY: Will you mark this, please 12:01PM (indicating). (Whereupon, Defendant's Exhibit 61 was marked for identification.) BY MR. LISY: Q. Dr. Kreps, the court reporter has placed 12:01PM in front of you an exhibit that has been marked as Defendant's Exhibit No. 61. Would you please take a look at that exhibit and let me know when you've had
9 10 11 12 13 14 15 16 17 18 19 20 21 22 23 24	 questioning and I'm going to terminate it fairly 11:58AM soon unless you can proffer to me some ostensible relevance. There's nothing material about this. BY MR. LISY: Q. You mentioned that Mr. Winston referred you to Mr. Millstein. Do I have that right? 11:59AM A. Well, I wouldn't call it an actual reference. He simply indicated that Mr. Millstein was looking into the case and that if I was interested, I should get in touch with him. Now, I don't know if you call that a referral or not. 11:59AM Q. Prior to speaking with Mr. Winston, did you yourself entertain the idea of suing Conseco Life? MR. MILLSTEIN: I'm going to instruct you 	10 11 12 13 14 15 16 17 18 19 20 21 22 23 24	 he's not going to answer it, and it's also not 12:01PM reasonably likely to lead to the discovery of any admissible evidence in this matter. MR. LISY: Anything else? MR. MILLSTEIN: No. And work product too. MR. LISY: Will you mark this, please 12:01PM (indicating). (Whereupon, Defendant's Exhibit 61 was marked for identification.) BY MR. LISY: Q. Dr. Kreps, the court reporter has placed 12:01PM in front of you an exhibit that has been marked as Defendant's Exhibit No. 61. Would you please take a look at that exhibit and let me know when you've had a chance to do so.
9 10 11 12 13 14 15 16 17 18 19 20 21 22 23	 questioning and I'm going to terminate it fairly 11:58AM soon unless you can proffer to me some ostensible relevance. There's nothing material about this. BY MR. LISY: Q. You mentioned that Mr. Winston referred you to Mr. Millstein. Do I have that right? 11:59AM A. Well, I wouldn't call it an actual reference. He simply indicated that Mr. Millstein was looking into the case and that if I was interested, I should get in touch with him. Now, I don't know if you call that a referral or not. 11:59AM Q. Prior to speaking with Mr. Winston, did you yourself entertain the idea of suing Conseco Life? 	10 11 12 13 14 15 16 17 18 19 20 21 22 23	 he's not going to answer it, and it's also not 12:01PM reasonably likely to lead to the discovery of any admissible evidence in this matter. MR. LISY: Anything else? MR. MILLSTEIN: No. And work product too. MR. LISY: Will you mark this, please 12:01PM (indicating). (Whereupon, Defendant's Exhibit 61 was marked for identification.) BY MR. LISY: Q. Dr. Kreps, the court reporter has placed 12:01PM in front of you an exhibit that has been marked as Defendant's Exhibit No. 61. Would you please take a look at that exhibit and let me know when you've had

18 (Pages 66 to 69)

	Case3:10-md-02124-SI Document26	-12	Filed04/22/10 Page20 of 37
	Page 70		Page 72
1	Q. Do you recognize this document, sir?	1	and see if you could locate that file.
2	A. Well, at least part of it appears to be	2	A. All right.
3	the a copy of the insurance policy with my name	3	Q. When you received the Massachusetts
4	on it from Massachusetts General Life Insurance	4	General Life Insurance policy at the time you
5	Company. 12:04PM	5	purchased it, did you read it? 12:08PM
6	Q. Is there another part to it?	6	A. I don't recall.
7	A. Well, some of it's not readable beyond	7	Q. Was there any reason that you couldn't
8	page 14. Some of it looks like my application,	8	have read it?
9	but I can't be absolutely certain. I'm sorry.	9	A. I
10	I'm having trouble reading this. 12:05PM	10	MR. MILLSTEIN: Objection. Argumentative, 12:08PM
11	Q. Well, let's focus on the first 14 pages	11	You can answer.
12	of the document excluding your application that's	12	THE WITNESS. It might have been time.
13	appended to the back. Do you recognize the first	13	BY MR. LISY:
14	14 pages to be a copy of your Massachusetts General	14	Q. Why would time have prevented you from
15	Life Insurance policy? 12:05PM	15	reading it? 12:08PM
16	A. Well, I don't know about page 3 and 4 and	16	MR. MILLSTEIN: Objection. Calls for
17	5. Are these copies of copies?	17	speculation. Lack of foundation.
18	Q. Why do you say that you're not sure about	18	THE WITNESS: I was very, very busy. The
19	pages 3, 4 and 5?	19	only reading I had a chance to do was technical.
20	A. Well, they look funny and I can't really 12:06PM	20	BY MR. LISY: 12:08PM
21	read them. Are those just the I don't know what	21	Q. Related to your medical practice?
22	those are.	22	A. Correct.
23	Q. Do you have you ever seen those pages	23	Q. Earlier today we talked about statements
24	before?	24	that you would receive from the insurance company
25	A. I don't know if I have or not. 12:06PM	25	about your policy. 12:09PM
	Page 71		Page 73
Ι.	-		Page 73
12	Q. Do you maintain a copy of your	1	Do you recall that?
 2 3	Q. Do you maintain a copy of your Massachusetts General Life Insurance policy?	2	Do you recall that? A. Yes.
2	Q. Do you maintain a copy of yourMassachusetts General Life Insurance policy?A. I'm sorry?		Do you recall that? A. Yes. Q. What did those statements contain?
2	 Q. Do you maintain a copy of your Massachusetts General Life Insurance policy? A. I'm sorry? Q. Do you maintain a copy of your 	2 3	Do you recall that? A. Yes. Q. What did those statements contain? A. The
2 3 4	 Q. Do you maintain a copy of your Massachusetts General Life Insurance policy? A. I'm sorry? Q. Do you maintain a copy of your Massachusetts General Life Insurance policy? 12:06PM 	2 3 4	Do you recall that? A. Yes, Q. What did those statements contain? A. The MR. MILLSTEIN: Objection. Vague. It's 12:09PM
2 3 4 5	 Q. Do you maintain a copy of your Massachusetts General Life Insurance policy? A. I'm sorry? Q. Do you maintain a copy of your 	2 3 4 5	Do you recall that? A. Yes. Q. What did those statements contain? A. The MR. MILLSTEIN: Objection. Vague. It's 12:09PM compound.
2 3 4 5 6	 Q. Do you maintain a copy of your Massachusetts General Life Insurance policy? A. I'm sorry? Q. Do you maintain a copy of your Massachusetts General Life Insurance policy? A. Well, I was asked to send in my policy 	2 3 4 5 6	Do you recall that? A. Yes. Q. What did those statements contain? A. The MR. MILLSTEIN: Objection. Vague. It's 12:09PM compound. You want to know you want him to
2 3 4 5 6 7 8 9	 Q. Do you maintain a copy of your Massachusetts General Life Insurance policy? A. I'm sorry? Q. Do you maintain a copy of your Massachusetts General Life Insurance policy? Massachusetts General Life Insurance policy? Mell, I was asked to send in my policy when I withdrew the money, okay, and I could not find the original copy. I had had a copy that I had made; I could find that, so I made a copy and sent 	2 3 4 5 6 7	Do you recall that? A. Yes. Q. What did those statements contain? A. The MR. MILLSTEIN: Objection. Vague. It's 12:09PM compound.
2 3 4 5 6 7 8 9 10	 Q. Do you maintain a copy of your Massachusetts General Life Insurance policy? A. I'm sorry? Q. Do you maintain a copy of your Massachusetts General Life Insurance policy? Massachusetts General Life Insurance p	2 3 4 5 6 7 8	Do you recall that? A. Yes. Q. What did those statements contain? A. The MR. MILLSTEIN: Objection. Vague. It's 12:09PM compound. You want to know you want him to describe what every statement contained or are you asking him generally what the statements contained? Which statements contained what? It's impermissibly 12:09PM
2 3 4 5 6 7 8 9 10 11	 Q. Do you maintain a copy of your Massachusetts General Life Insurance policy? A. I'm sorry? Q. Do you maintain a copy of your Massachusetts General Life Insurance policy? 12:06PM A. Well, I was asked to send in my policy when I withdrew the money, okay, and I could not find the original copy. I had had a copy that I had made; I could find that, so I made a copy and sent that to them. But the original one I just moved 12:06PM is the problem and I've got boxes of records stacked 	2 3 4 5 6 7 8 9	Do you recall that? A. Yes. Q. What did those statements contain? A. The MR. MILLSTEIN: Objection. Vague. It's 12:09PM compound. You want to know you want him to describe what every statement contained or are you asking him generally what the statements contained? Which statements contained what? It's impermissibly 12:09PM broad, vague and ambiguous.
2 3 4 5 6 7 8 9 10 11 12	 Q. Do you maintain a copy of your Massachusetts General Life Insurance policy? A. I'm sorry? Q. Do you maintain a copy of your Massachusetts General Life Insurance policy? 12:06PM A. Well, I was asked to send in my policy when I withdrew the money, okay, and I could not find the original copy. I had had a copy that I had made; I could find that, so I made a copy and sent that to them. But the original one I just moved 12:06PM is the problem and I've got boxes of records stacked up that I can't get to in my garage right at the 	2 3 4 5 6 7 8 9 10	Do you recall that? A. Yes. Q. What did those statements contain? A. The MR. MILLSTEIN: Objection. Vague. It's 12:09PM compound. You want to know you want him to describe what every statement contained or are you asking him generally what the statements contained? Which statements contained what? It's impermissibly 12:09PM
2 3 4 5 6 7 8 9 10 11 12 13	 Q. Do you maintain a copy of your Massachusetts General Life Insurance policy? A. I'm sorry? Q. Do you maintain a copy of your Massachusetts General Life Insurance policy? 12:06PM A. Well, I was asked to send in my policy when I withdrew the money, okay, and I could not find the original copy. I had had a copy that I had made; I could find that, so I made a copy and sent that to them. But the original one I just moved 12:06PM is the problem and I've got boxes of records stacked up that I can't get to in my garage right at the moment. And so I don't know. I assume that the 	2 3 4 5 6 7 8 9 10 11	Do you recall that? A. Yes. Q. What did those statements contain? A. The MR. MILLSTEIN: Objection. Vague. It's 12:09PM compound. You want to know you want him to describe what every statement contained or are you asking him generally what the statements contained? Which statements contained what? It's impermissibly 12:09PM broad, vague and ambiguous.
2 3 4 5 6 7 8 9 10 11 12 13 14	 Q. Do you maintain a copy of your Massachusetts General Life Insurance policy? A. I'm sorry? Q. Do you maintain a copy of your Massachusetts General Life Insurance policy? 12:06PM A. Well, I was asked to send in my policy when I withdrew the money, okay, and I could not find the original copy. I had had a copy that I had made; I could find that, so I made a copy and sent that to them. But the original one I just moved 12:06PM is the problem and I've got boxes of records stacked up that I can't get to in my garage right at the moment. And so I don't know. I assume that the policy is in there someplace. 	2 3 4 5 6 7 8 9 10 11 12	Do you recall that? A. Yes. Q. What did those statements contain? A. The MR. MILLSTEIN: Objection. Vague. It's 12:09PM compound. You want to know you want him to describe what every statement contained or are you asking him generally what the statements contained? Which statements contained what? It's impermissibly 12:09PM broad, vague and ambiguous. BY MR. LISY: Q. Do you understand the question, sir? A. Well, you want to know all of the things
2 3 4 5 6 7 8 9 10 11 12 13 14 15	 Q. Do you maintain a copy of your Massachusetts General Life Insurance policy? A. I'm sorry? Q. Do you maintain a copy of your Massachusetts General Life Insurance policy? 12:06PM A. Well, I was asked to send in my policy when I withdrew the money, okay, and I could not find the original copy. I had had a copy that I had made; I could find that, so I made a copy and sent that to them. But the original one I just moved 12:06PM is the problem and I've got boxes of records stacked up that I can't get to in my garage right at the moment. And so I don't know. I assume that the policy is in there someplace. Q. Do you maintain a file that contains 12:07PM 	2 3 4 5 6 7 8 9 10 11 12 13	Do you recall that? A. Yes. Q. What did those statements contain? A. The MR. MILLSTEIN: Objection. Vague. It's 12:09PM compound. You want to know you want him to describe what every statement contained or are you asking him generally what the statements contained? Which statements contained what? It's impermissibly 12:09PM broad, vague and ambiguous. BY MR. LISY: Q. Do you understand the question, sir? A. Well. you want to know all of the things that I received from Conseco? Is that what you're 12:09PM
2 3 4 5 6 7 8 9 10 11 12 13 14 15 16	 Q. Do you maintain a copy of your Massachusetts General Life Insurance policy? A. I'm sorry? Q. Do you maintain a copy of your Massachusetts General Life Insurance policy? 12:06PM A. Well, I was asked to send in my policy when I withdrew the money, okay, and I could not find the original copy. I had had a copy that I had made; I could find that, so I made a copy and sent that to them. But the original one I just moved 12:06PM is the problem and I've got boxes of records stacked up that I can't get to in my garage right at the moment. And so I don't know. I assume that the policy is in there someplace. Q. Do you maintain a file that contains 12:07PM information about that insurance policy? 	2 3 4 5 6 7 8 9 10 11 12 13 14 15 16	Do you recall that? A. Yes. Q. What did those statements contain? A. The MR. MILLSTEIN: Objection. Vague. It's 12:09PM compound. You want to know you want him to describe what every statement contained or are you asking him generally what the statements contained? Which statements contained what? It's impermissibly 12:09PM broad, vague and ambiguous. BY MR. LISY: Q. Do you understand the question, sir? A. Well, you want to know all of the things that I received from Conseco? Is that what you're 12:09PM asking?
2 3 4 5 6 7 8 9 10 11 12 13 14 15 16 17	 Q. Do you maintain a copy of your Massachusetts General Life Insurance policy? A. I'm sorry? Q. Do you maintain a copy of your Massachusetts General Life Insurance policy? 12:06PM A. Well, I was asked to send in my policy when I withdrew the money, okay, and I could not find the original copy. I had had a copy that I had made; I could find that, so I made a copy and sent that to them. But the original one I just moved 12:06PM is the problem and Pve got boxes of records stacked up that I can't get to in my garage right at the moment. And so I don't know. I assume that the policy is in there someplace. Q. Do you maintain a file that contains 12:07PM information about that insurance policy? A. Yes. Yes. Later, yes. 	2 3 4 5 6 7 8 9 10 11 12 13 14 15 16 17	Do you recall that? A. Yes. Q. What did those statements contain? A. The MR. MILLSTEIN: Objection. Vague. It's 12:09PM compound. You want to know you want him to describe what every statement contained or are you asking him generally what the statements contained? Which statements contained what? It's impermissibly 12:09PM broad, vague and ambiguous. BY MR. LISY: Q. Do you understand the question, sir? A. Well. you want to know all of the things that I received from Conseco? Is that what you're 12:09PM asking? Q. Over time you received statements from
2 3 4 5 6 7 8 9 10 11 12 13 14 15 16 17 18	 Q. Do you maintain a copy of your Massachusetts General Life Insurance policy? A. I'm sorry? Q. Do you maintain a copy of your Massachusetts General Life Insurance policy? 12:06PM A. Well, I was asked to send in my policy when I withdrew the money, okay, and I could not find the original copy. I had had a copy that I had made; I could find that, so I made a copy and sent that to them. But the original one I just moved 12:06PM is the problem and I've got boxes of records stacked up that I can't get to in my garage right at the moment. And so I don't know. I assume that the policy is in there someplace. Q. Do you maintain a file that contains 12:07PM information about that insurance policy? A. Yes. Yes. Later, yes. Q. What do you mean by "Later"? 	2 3 4 5 6 7 8 9 10 11 12 13 14 15 16 17 18	Do you recall that? A. Yes. Q. What did those statements contain? A. The MR. MILLSTEIN: Objection. Vague. It's 12:09PM compound. You want to know you want him to describe what every statement contained or are you asking him generally what the statements contained? Which statements contained what? It's impermissibly 12:09PM broad, vague and ambiguous. BY MR. LISY: Q. Do you understand the question, sir? A. Well, you want to know all of the things that I received from Conseco? Is that what you're 12:09PM asking? Q. Over time you received statements from Conseco?
2 3 4 5 6 7 8 9 10 11 12 13 14 15 16 17 18 19	 Q. Do you maintain a copy of your Massachusetts General Life Insurance policy? A. I'm sorry? Q. Do you maintain a copy of your Massachusetts General Life Insurance policy? 12:06PM A. Well, I was asked to send in my policy when I withdrew the money, okay, and I could not find the original copy. I had had a copy that I had made; I could find that, so I made a copy and sent that to them. But the original one I just moved 12:06PM is the problem and Pve got boxes of records stacked up that I can't get to in my garage right at the moment. And so I don't know. I assume that the policy is in there someplace. Q. Do you maintain a file that contains 12:07PM information about that insurance policy? A. Yes. Yes. Later, yes. Q. What do you mean by "Later"? A. Well, I have a file beyond a certain date. 	2 3 4 5 6 7 8 9 10 11 12 13 14 15 16 17 18 19	Do you recall that? A. Yes. Q. What did those statements contain? A. The MR. MILLSTEIN: Objection. Vague. It's 12:09PM compound. You want to know you want him to describe what every statement contained or are you asking him generally what the statements contained? Which statements contained what? It's impermissibly 12:09PM broad, vague and ambiguous. BY MR. LISY: Q. Do you understand the question, sir? A. Well, you want to know all of the things that I received from Conseco? Is that what you're 12:09PM asking? Q. Over time you received statements from Conseco? A. Yeah. Yeah.
2 3 4 5 6 7 8 9 10 11 12 13 14 15 16 17 18 19 20	 Q. Do you maintain a copy of your Massachusetts General Life Insurance policy? A. I'm sorry? Q. Do you maintain a copy of your Massachusetts General Life Insurance policy? 12:06PM A. Well, I was asked to send in my policy when I withdrew the money, okay, and I could not find the original copy. I had had a copy that I had made; I could find that, so I made a copy and sent that to them. But the original one I just moved 12:06PM is the problem and I've got boxes of records stacked up that I can't get to in my garage right at the moment. And so I don't know. I assume that the policy is in there someplace. Q. Do you maintain a file that contains 12:07PM information about that insurance policy? A. Yes. Yes. Later, yes. Q. What do you mean by "Later"? A. Well, I have a file beyond a certain date. Okay. The other file I haven't found yet. 12:07PM 	2 3 4 5 6 7 8 9 10 11 12 13 14 15 16 17 18 19 20	Do you recall that? A. Yes. Q. What did those statements contain? A. The MR. MILLSTEIN: Objection. Vague. It's 12:09PM compound. You want to know you want him to describe what every statement contained or are you asking him generally what the statements contained? Which statements contained what? It's impermissibly 12:09PM broad, vague and ambiguous. BY MR. LISY: Q. Do you understand the question, sir? A. Well, you want to know all of the things that I received from Conseco? Is that what you're 12:09PM asking? Q. Over time you received statements from Conseco? A. Yeah, Yeah. Q. What was your recollection and 12:09PM
2 3 4 5 6 7 8 9 10 11 12 13 14 15 16 17 18 19 20 21	 Q. Do you maintain a copy of your Massachusetts General Life Insurance policy? A. I'm sorry? Q. Do you maintain a copy of your Massachusetts General Life Insurance policy? 12:06PM A. Well, I was asked to send in my policy when I withdrew the money, okay, and I could not find the original copy. I had had a copy that I had made; I could find that, so I made a copy and sent that to them. But the original one I just moved 12:06PM is the problem and I've got boxes of records stacked up that I can't get to in my garage right at the moment. And so I don't know. I assume that the policy is in there someplace. Q. Do you maintain a file that contains 12:07PM information about that insurance policy? A. Yes. Yes. Later, yes. Q. What do you mean by "Later"? A. Well, I have a file beyond a certain date. Okay. The other file I haven't found yet. 12:07PM Q. I see. Is it possible that it's in one of 	2 3 4 5 6 7 8 9 10 11 12 13 14 15 16 17 18 19 20 21	Do you recall that? A. Yes. Q. What did those statements contain? A. The MR. MILLSTEIN: Objection. Vague. It's 12:09PM compound. You want to know you want him to describe what every statement contained or are you asking him generally what the statements contained? Which statements contained what? It's impermissibly 12:09PM broad, vague and ambiguous. BY MR. LISY: Q. Do you understand the question, sir? A. Well. you want to know all of the things that I received from Conseco? Is that what you're 12:09PM asking? Q. Over time you received statements from Conseco? A. Yeah. Yeah. Q. What was your recollection and 12:09PM understanding of what was contained in those
2 3 4 5 6 7 8 9 10 11 12 13 14 15 16 17 18 19 20 21 22	 Q. Do you maintain a copy of your Massachusetts General Life Insurance policy? A. I'm sorry? Q. Do you maintain a copy of your Massachusetts General Life Insurance policy? 12:06PM A. Well, I was asked to send in my policy when I withdrew the money, okay, and I could not find the original copy. I had had a copy that I had made; I could find that, so I made a copy and sent that to them. But the original one I just moved 12:06PM is the problem and I've got boxes of records stacked up that I can't get to in my garage right at the moment. And so I don't know. I assume that the policy is in there someplace. Q. Do you maintain a file that contains 12:07PM information about that insurance policy? A. Yes. Yes. Later, yes. Q. What do you mean by "Later"? A. Well, I have a file beyond a certain date. Okay. The other file I haven't found yet. 12:07PM Q. I see. Is it possible that it's in one of those boxes in the garage? 	2 3 4 5 6 7 8 9 10 11 12 13 14 15 16 17 18 19 20 21 22	Do you recall that? A. Yes. Q. What did those statements contain? A. The MR. MILLSTEIN: Objection. Vague. It's 12:09PM compound. You want to know you want him to describe what every statement contained or are you asking him generally what the statements contained? Which statements contained what? It's impermissibly 12:09PM broad, vague and ambiguous. BY MR. LISY: Q. Do you understand the question, sir? A. Well, you want to know all of the things that I received from Conseco? Is that what you're 12:09PM asking? Q. Over time you received statements from Conseco? A. Yeah. Yeah. Q. What was your recollection and 12:09PM understanding of what was contained in those statements?
2 3 4 5 6 7 8 9 10 11 12 13 14 15 16 17 18 19 20 21 22 23	 Q. Do you maintain a copy of your Massachusetts General Life Insurance policy? A. I'm sorry? Q. Do you maintain a copy of your Massachusetts General Life Insurance policy? 12:06PM A. Well, I was asked to send in my policy when I withdrew the money, okay, and I could not find the original copy. I had had a copy that I had made; I could find that, so I made a copy and sent that to them. But the original one I just moved 12:06PM is the problem and I've got boxes of records stacked up that I can't get to in my garage right at the moment. And so I don't know. I assume that the policy is in there someplace. Q. Do you maintain a file that contains 12:07PM information about that insurance policy? A. Yes. Yes. Later, yes. Q. What do you mean by "Later"? A. Well, I have a file beyond a certain date. Okay. The other file I haven't found yet. 12:07PM Q. I see. Is it possible that it's in one of those boxes in the garage? A. Yes, I'm sure it is. I'm pretty certain 	2 3 4 5 6 7 8 9 10 11 12 13 14 15 16 17 18 19 20 21 22 23	Do you recall that? A. Yes. Q. What did those statements contain? A. The MR. MILLSTEIN: Objection. Vague. It's 12:09PM compound. You want to know you want him to describe what every statement contained or are you asking him generally what the statements contained? Which statements contained what? It's impermissibly 12:09PM broad, vague and ambiguous. BY MR. LISY: Q. Do you understand the question, sir? A. Well, you want to know all of the things that I received from Conseco? Is that what you're 12:09PM asking? Q. Over time you received statements from Conseco? A. Yeah. Yeah. Q. What was your recollection and 12:09PM understanding of what was contained in those statements? MR. MILLSTEIN: Same objection.
2 3 4 5 6 7 8 9 10 11 12 13 14 15 16 17 18 19 20 21 22 23 24	 Q. Do you maintain a copy of your Massachusetts General Life Insurance policy? A. I'm sorry? Q. Do you maintain a copy of your Massachusetts General Life Insurance policy? 12:06PM A. Well, I was asked to send in my policy when I withdrew the money, okay, and I could not find the original copy. I had had a copy that I had made; I could find that, so I made a copy and sent that to them. But the original one I just moved 12:06PM is the problem and I've got boxes of records stacked up that I can't get to in my garage right at the moment. And so I don't know. I assume that the policy is in there someplace. Q. Do you maintain a file that contains 12:07PM information about that insurance policy? A. Yes. Yes. Later, yes. Q. What do you mean by "Later"? A. Well, I have a file beyond a certain date. Okay. The other file I haven't found yet. 12:07PM Q. I see. Is it possible that it's in one of those boxes in the garage? A. Yes, I'm sure it is. I'm pretty certain it is. 	2 3 4 5 6 7 8 9 10 11 12 13 14 15 16 17 18 19 20 21 22 23 24	Do you recall that? A. Yes. Q. What did those statements contain? A. The MR. MILLSTEIN: Objection. Vague. It's 12:09PM compound. You want to know you want him to describe what every statement contained or are you asking him generally what the statements contained? Which statements contained what? It's impermissibly 12:09PM broad, vague and ambiguous. BY MR. LISY: Q. Do you understand the question, sir? A. Well, you want to know all of the things that I received from Conseco? Is that what you're 12:09PM asking? Q. Over time you received statements from Conseco? A. Yeah. Yeah. Q. What was your recollection and 12:09PM understanding of what was contained in those statements? MR. MILLSTEIN: Same objection. Counsel, that's an improper question.
2 3 4 5 6 7 8 9 10 11 12 13 14 15 16 17 18 19 20 21 22 23	 Q. Do you maintain a copy of your Massachusetts General Life Insurance policy? A. I'm sorry? Q. Do you maintain a copy of your Massachusetts General Life Insurance policy? 12:06PM A. Well, I was asked to send in my policy when I withdrew the money, okay, and I could not find the original copy. I had had a copy that I had made; I could find that, so I made a copy and sent that to them. But the original one I just moved 12:06PM is the problem and I've got boxes of records stacked up that I can't get to in my garage right at the moment. And so I don't know. I assume that the policy is in there someplace. Q. Do you maintain a file that contains 12:07PM information about that insurance policy? A. Yes. Yes. Later, yes. Q. What do you mean by "Later"? A. Well, I have a file beyond a certain date. Okay. The other file I haven't found yet. 12:07PM Q. I see. Is it possible that it's in one of those boxes in the garage? A. Yes, I'm sure it is. I'm pretty certain 	2 3 4 5 6 7 8 9 10 11 12 13 14 15 16 17 18 19 20 21 22 23	Do you recall that? A. Yes. Q. What did those statements contain? A. The MR. MILLSTEIN: Objection. Vague. It's 12:09PM compound. You want to know you want him to describe what every statement contained or are you asking him generally what the statements contained? Which statements contained what? It's impermissibly 12:09PM broad, vague and ambiguous. BY MR. LISY: Q. Do you understand the question, sir? A. Well, you want to know all of the things that I received from Conseco? Is that what you're 12:09PM asking? Q. Over time you received statements from Conseco? A. Yeah. Yeah. Q. What was your recollection and 12:09PM understanding of what was contained in those statements? MR. MILLSTEIN: Same objection.

19 (Pages 70 to 73)

	Case3:10-md-02124-SI Document26-		*
1	Page 74 characterize a bunch of documents.	1,	Page 76 A. Yes.
2	MR. LISY: I don't need a speaking	2	Q. And the insured is "Kreps, R. Eugene," and
3	objection.		that's you?
4	MR. MILLSTEIN: No. I think it's improper	4	A. Right.
5	and I think you should withdraw the question and ask 12:09PM	5	+
6	another question.	6	Q. Underneath I'm sorry. Did I interrupt 12:14PM you?
7	MR. LISY: You made your objection. I	7	A. No.
8	would like him to answer it, if he can.	8	Q. Underneath that there's information for
9	THE WITNESS: Well, I received yearly	9	"Owner," and the owner is listed as "Trustee of
10	statements showing the policy in force and so forth, 12:10PM	10	Eugene Kreps Pension Plan Trust." 12:14PM
11	the increasing amount of accumulation value that	11	A. Correct.
12	would cover all the premiums, statements that	12	Q. Who was the owner at the time in 1990
13	said that there would be no increase in cost of	13	that's the owner of this insurance policy?
14	insurance, then letters that they sent regarding	14	A. It would have been me as the trustee of my
15	this change and so forth, 12:10PM	15	corporate pension plan. 12:14PM
16	BY MR. LISY:	16	Q. Was that the case also in 1986 when the
17	Q. In your answer you mentioned "yearly	17	policy was purchased?
18	statements."	18	A. I couldn't tell you.
19	A. Yeah.	19	Q. Why was the Eugene Kreps Pension Plan with
20	Q. You received statements on a yearly basis? 12:10PM	20	you as the trustee the owner of this life insurance 12:15PM
21	A. Oh, yes.	21	policy?
22	O. Would those first have been from	22	A. I don't know. I guess I was advised
23	Massachusetts General?	23	MR. MILLSTEIN: Don't speculate.
24	MR. MILLSTEIN: Objection. Calls for	24	THE WITNESS: I don't know.
25	speculation. 12:11PM	25	BY MR. LISY: 12:15PM
	·	<u> </u>	
	Page 75	-	Page 77
1	THE WITNESS: 1 don't recall.	1	Q. Did you ever have a conversation with
	AD IICV. Manhatan at a strategy (indiana)		
2	MR. LISY: Mark that, please (indicating).	2	
2 3	(Whereupon, Defendant's Exhibit 62 was	23	Mr. Winston about structuring the plan in this way? A. I don't recall.
	· · · · · · · · · · · · · · · · · · ·		Mr. Winston about structuring the plan in this way? A. I don't recall.
3	(Whereupon, Defendant's Exhibit 62 was	3	Mr. Winston about structuring the plan in this way?
3 4 5 6	 (Whereupon, Defendant's Exhibit 62 was marked for identification.) BY MR. LISY: 12:11PM Q. Dr. Kreps, the reporter has handed you 	3 4	Mr. Winston about structuring the plan in this way?A. I don't recall.Q. Did you have conversations with anyone
3 4 5	 (Whereupon, Defendant's Exhibit 62 was marked for identification.) BY MR. LISY: 12:11PM Q. Dr. Kreps, the reporter has handed you what has been marked as Defendant's Exhibit 62. And 	3 4 5	 Mr. Winston about structuring the plan in this way? A. I don't recall. Q. Did you have conversations with anyone else about this subject? A. No.
3 4 5 6	 (Whereupon, Defendant's Exhibit 62 was marked for identification.) BY MR. LISY: 12:11PM Q. Dr. Kreps, the reporter has handed you 	3 4 5 6	 Mr. Winston about structuring the plan in this way? A. I don't recall. Q. Did you have conversations with anyone else about this subject? 12:15PM A. No. Q. Did there come a point in time where the
3 4 5 6 7	 (Whereupon, Defendant's Exhibit 62 was marked for identification.) BY MR. LISY: 12:11PM Q. Dr. Kreps, the reporter has handed you what has been marked as Defendant's Exhibit 62. And for this and for other documents that you're handed over the course of the day I'd just ask for you to 	3 4 5 6 7	 Mr. Winston about structuring the plan in this way? A. I don't recall. Q. Did you have conversations with anyone else about this subject? A. No.
3 4 5 6 7 8	 (Whereupon, Defendant's Exhibit 62 was marked for identification.) BY MR. LISY: 12:11PM Q. Dr. Kreps, the reporter has handed you what has been marked as Defendant's Exhibit 62. And for this and for other documents that you're handed over the course of the day I'd just ask for you to review them, and when you've done so, let me know. 12:11PM 	3 4 5 6 7 8	 Mr. Winston about structuring the plan in this way? A. I don't recall. Q. Did you have conversations with anyone else about this subject? 12:15PM A. No. Q. Did there come a point in time where the pension plan, the Eugene Kreps Pension Plan [']
3 4 5 6 7 8 9 10 11	 (Whereupon, Defendant's Exhibit 62 was marked for identification.) BY MR. LISY: 12:11PM Q. Dr. Kreps, the reporter has handed you what has been marked as Defendant's Exhibit 62. And for this and for other documents that you're handed over the course of the day I'd just ask for you to review them, and when you've done so, let me know. 12:11PM That way I don't have to repeat myself with this 	3 4 5 6 7 8 9 10 11	 Mr. Winston about structuring the plan in this way? A. I don't recall. Q. Did you have conversations with anyone else about this subject? 12:15PM A. No. Q. Did there come a point in time where the pension plan, the Eugene Kreps Pension Plan ['1] just refer to it as "the plan," if that's okay with you. 12:15PM A. (Witness nods.)
3 4 5 6 7 8 9 10 11 12	 (Whereupon, Defendant's Exhibit 62 was marked for identification.) BY MR. LISY: 12:11PM Q. Dr. Kreps, the reporter has handed you what has been marked as Defendant's Exhibit 62. And for this and for other documents that you're handed over the course of the day I'd just ask for you to review them, and when you've done so, let me know. 12:11PM That way I don't have to repeat myself with this little preamble every time we give you an exhibit. 	3 4 5 6 7 8 9 10 11 12	 Mr. Winston about structuring the plan in this way? A. I don't recall. Q. Did you have conversations with anyone else about this subject? 12:15PM A. No. Q. Did there come a point in time where the pension plan, the Eugene Kreps Pension Plan ['1] just refer to it as "the plan," if that's okay with you. 12:15PM A. (Witness nods.)
3 4 5 6 7 8 9 10 11 12 13	 (Whereupon, Defendant's Exhibit 62 was marked for identification.) BY MR. LISY: 12:11PM Q. Dr. Kreps, the reporter has handed you what has been marked as Defendant's Exhibit 62. And for this and for other documents that you're handed over the course of the day I'd just ask for you to review them, and when you've done so, let me know. 12:11PM That way I don't have to repeat myself with this little preamble every time we give you an exhibit. A. All right. 	3 4 5 6 7 8 9 10 11	 Mr. Winston about structuring the plan in this way? A. I don't recall. Q. Did you have conversations with anyone else about this subject? 12:15PM A. No. Q. Did there come a point in time where the pension plan, the Eugene Kreps Pension Plan [']] just refer to it as "the plan," if that's okay with you. 12:15PM A. (Witness nods.)
3 4 5 6 7 8 9 10 11 12 13 14	 (Whereupon, Defendant's Exhibit 62 was marked for identification.) BY MR. LISY: 12:11PM Q. Dr. Kreps, the reporter has handed you what has been marked as Defendant's Exhibit 62. And for this and for other documents that you're handed over the course of the day I'd just ask for you to review them, and when you've done so, let me know. 12:11PM That way I don't have to repeat myself with this little preamble every time we give you an exhibit. A. All right. Q. Do you recognize this document as 	3 4 5 7 8 9 10 11 12 13 14	 Mr. Winston about structuring the plan in this way? A. I don't recall. Q. Did you have conversations with anyone else about this subject? 12:15PM A. No. Q. Did there come a point in time where the pension plan, the Eugene Kreps Pension Plan ['l] just refer to it as "the plan," if that's okay with you. 12:15PM A. (Witness nods.) Q. Did there come a point in time where the plan was not the owner of this insurance policy? A. Yes.
3 4 5 6 7 8 9 10 11 12 13 14 15	 (Whereupon, Defendant's Exhibit 62 was marked for identification.) BY MR. LISY: 12:11PM Q. Dr. Kreps, the reporter has handed you what has been marked as Defendant's Exhibit 62. And for this and for other documents that you're handed over the course of the day I'd just ask for you to review them, and when you've done so, let me know. 12:11PM That way I don't have to repeat myself with this little preamble every time we give you an exhibit. A. All right. Q. Do you recognize this document as an annual statement that you received from 12:13PM 	3 4 5 7 8 9 10 11 12 13 14 15	 Mr. Winston about structuring the plan in this way? A. I don't recall. Q. Did you have conversations with anyone else about this subject? 12:15PM A. No. Q. Did there come a point in time where the pension plan, the Eugene Kreps Pension Plan [']] just refer to it as "the plan," if that's okay with you. 12:15PM A. (Witness nods.) Q. Did there come a point in time where the plan was not the owner of this insurance policy?
3 4 5 6 7 8 9 10 11 12 13 14 15 16	 (Whereupon, Defendant's Exhibit 62 was marked for identification.) BY MR. LISY: 12:11PM Q. Dr. Kreps, the reporter has handed you what has been marked as Defendant's Exhibit 62. And for this and for other documents that you're handed over the course of the day I'd just ask for you to review them, and when you've done so, let me know. 12:11PM That way I don't have to repeat myself with this little preamble every time we give you an exhibit. A. All right. Q. Do you recognize this document as an annual statement that you received from 12:13PM Massachusetts General in or around October of 1990? 	3 4 5 6 7 8 9 10 11 12 13 14 15 16	 Mr. Winston about structuring the plan in this way? A. I don't recall. Q. Did you have conversations with anyone else about this subject? 12:15PM A. No. Q. Did there come a point in time where the pension plan, the Eugene Kreps Pension Plan ['1] just refer to it as "the plan," if that's okay with you. 12:15PM A. (Witness nods.) Q. Did there come a point in time where the plan was not the owner of this insurance policy? A. Yes. Q. When was that? 12:15PM A. Oh, probably at the time that my
3 4 5 6 7 8 9 10 11 12 13 14 15 16 17	 (Whereupon, Defendant's Exhibit 62 was marked for identification.) BY MR. LISY: 12:11PM Q. Dr. Kreps, the reporter has handed you what has been marked as Defendant's Exhibit 62. And for this and for other documents that you're handed over the course of the day I'd just ask for you to review them, and when you've done so, let me know. 12:11PM That way I don't have to repeat myself with this little preamble every time we give you an exhibit. A. All right. Q. Do you recognize this document as an annual statement that you received from 12:13PM Massachusetts General in or around October of 1990? MR. MILLSTEIN: Objection. Compound. 	3 4 5 6 7 8 9 10 11 12 13 14 15 16 17	 Mr. Winston about structuring the plan in this way? A. I don't recall. Q. Did you have conversations with anyone else about this subject? 12:15PM A. No. Q. Did there come a point in time where the pension plan, the Eugene Kreps Pension Plan ['1] just refer to it as "the plan," if that's okay with you. 12:15PM A. (Witness nods.) Q. Did there come a point in time where the plan was not the owner of this insurance policy? A. Yes. Q. When was that? 12:15PM
3 4 5 6 7 8 9 10 11 12 13 14 15 16 17 18	 (Whereupon, Defendant's Exhibit 62 was marked for identification.) BY MR. LISY: 12:11PM Q. Dr. Kreps, the reporter has handed you what has been marked as Defendant's Exhibit 62. And for this and for other documents that you're handed over the course of the day I'd just ask for you to review them, and when you've done so, let me know. 12:11PM That way I don't have to repeat myself with this little preamble every time we give you an exhibit. A. All right. Q. Do you recognize this document as an annual statement that you received from 12:13PM Massachusetts General in or around October of 1990? MR. MILLSTEIN: Objection. Compound. THE WITNESS: It sort of looks like it. 	3 4 5 6 7 8 9 10 11 12 13 14 15 16 17 18	 Mr. Winston about structuring the plan in this way? A. I don't recall. Q. Did you have conversations with anyone else about this subject? 12:15PM A. No. Q. Did there come a point in time where the pension plan, the Eugene Kreps Pension Plan [']] just refer to it as "the plan," if that's okay with you. 12:15PM A. (Witness nods.) Q. Did there come a point in time where the plan was not the owner of this insurance policy? A. Yes. Q. When was that? 12:15PM A. Oh, probably at the time that my corporation was dissolved. Q. What year was that?
3 4 5 6 7 8 9 10 11 12 13 14 15 16 17 18 19	 (Whereupon, Defendant's Exhibit 62 was marked for identification.) BY MR. LISY: 12:11PM Q. Dr. Kreps, the reporter has handed you what has been marked as Defendant's Exhibit 62. And for this and for other documents that you're handed over the course of the day I'd just ask for you to review them, and when you've done so, let me know. 12:11PM That way I don't have to repeat myself with this little preamble every time we give you an exhibit. A. All right. Q. Do you recognize this document as an annual statement that you received from 12:13PM Massachusetts General in or around October of 1990? MR. MILLSTEIN: Objection. Compound. THE WITNESS: It sort of looks like it. 	3 4 5 6 7 8 9 10 11 12 13 14 15 16 17 18 19	 Mr. Winston about structuring the plan in this way? A. I don't recall. Q. Did you have conversations with anyone else about this subject? 12:15PM A. No. Q. Did there come a point in time where the pension plan, the Eugene Kreps Pension Plan ['l] just refer to it as "the plan," if that's okay with you. 12:15PM A. (Witness nods.) Q. Did there come a point in time where the plan was not the owner of this insurance policy? A. Yes. Q. When was that? 12:15PM A. Oh, probably at the time that my corporation was dissolved. Q. What year was that? A. Oh, I'm not sure. Sometime after '93,
3 4 5 6 7 8 9 10 11 12 13 14 15 16 17 18 19 20	 (Whereupon, Defendant's Exhibit 62 was marked for identification.) BY MR. LISY: 12:11PM Q. Dr. Kreps, the reporter has handed you what has been marked as Defendant's Exhibit 62. And for this and for other documents that you're handed over the course of the day I'd just ask for you to review them, and when you've done so, let me know. 12:11PM That way I don't have to repeat myself with this little preamble every time we give you an exhibit. A. All right. Q. Do you recognize this document as an annual statement that you received from 12:13PM Massachusetts General in or around October of 1990? MR. MILLSTEIN: Objection. Compound. THE WITNESS: It sort of looks like it. That – BY MR. LISY: 12:13PM 	3 4 5 6 7 8 9 10 11 12 13 14 15 16 17 18	 Mr. Winston about structuring the plan in this way? A. I don't recall. Q. Did you have conversations with anyone else about this subject? 12:15PM A. No. Q. Did there come a point in time where the pension plan, the Eugene Kreps Pension Plan [']] just refer to it as "the plan," if that's okay with you. 12:15PM A. (Witness nods.) Q. Did there come a point in time where the plan was not the owner of this insurance policy? A. Yes. Q. When was that? 12:15PM A. Oh, probably at the time that my corporation was dissolved. Q. What year was that?
3 4 5 6 7 8 9 10 11 12 13 14 15 16 17 18 19 20 21	 (Whereupon, Defendant's Exhibit 62 was marked for identification.) BY MR. LISY: 12:11PM Q. Dr. Kreps, the reporter has handed you what has been marked as Defendant's Exhibit 62. And for this and for other documents that you're handed over the course of the day I'd just ask for you to review them, and when you've done so, let me know. 12:11PM That way I don't have to repeat myself with this little preamble every time we give you an exhibit. A. All right. Q. Do you recognize this document as an annual statement that you received from 12:13PM Massachusetts General in or around October of 1990? MR. MILLSTEIN: Objection. Compound. THE WITNESS: It sort of looks like it. That – BY MR. LISY: 12:13PM Q. You'll see – I'm sorry. 	3 4 5 6 7 8 9 10 11 12 13 14 15 16 17 18 19	 Mr. Winston about structuring the plan in this way? A. I don't recall. Q. Did you have conversations with anyone else about this subject? 12:15PM A. No. Q. Did there come a point in time where the pension plan, the Eugene Kreps Pension Plan ['l] just refer to it as "the plan," if that's okay with you. 12:15PM A. (Witness nods.) Q. Did there come a point in time where the plan was not the owner of this insurance policy? A. Yes. Q. When was that? 12:15PM A. Oh, probably at the time that my corporation was dissolved. Q. What year was that? A. Oh, I'm not sure. Sometime after '93,
3 4 5 6 7 8 9 10 11 12 13 14 15 16 17 18 19 20 21 22	 (Whereupon, Defendant's Exhibit 62 was marked for identification.) BY MR. LISY: 12:11PM Q. Dr. Kreps, the reporter has handed you what has been marked as Defendant's Exhibit 62. And for this and for other documents that you're handed over the course of the day I'd just ask for you to review them, and when you've done so, let me know. 12:11PM That way I don't have to repeat myself with this little preamble every time we give you an exhibit. A. All right. Q. Do you recognize this document as an annual statement that you received from 12:13PM Massachusetts General in or around October of 1990? MR. MILLSTEIN: Objection. Compound. THE WITNESS: It sort of looks like it. That – BY MR. LISY: 12:13PM Q. You'll see I'm sorry. A. That's what it says. 	3 4 5 6 7 8 9 10 11 12 13 14 15 16 17 18 19 20	 Mr. Winston about structuring the plan in this way? A. I don't recall. Q. Did you have conversations with anyone else about this subject? 12:15PM A. No. Q. Did there come a point in time where the pension plan, the Eugene Kreps Pension Plan ['1] just refer to it as "the plan," if that's okay with you. 12:15PM A. (Witness nods.) Q. Did there come a point in time where the plan was not the owner of this insurance policy? A. Yes. Q. When was that? 12:15PM A. Oh, probably at the time that my corporation was dissolved. Q. What year was that? A. Oh, I'm not sure. Sometime after '93, which is when I terminated my practice. 12:16PM
3 4 5 6 7 8 9 10 11 12 13 14 15 16 17 18 19 20 21	 (Whereupon, Defendant's Exhibit 62 was marked for identification.) BY MR. LISY: 12:11PM Q. Dr. Kreps, the reporter has handed you what has been marked as Defendant's Exhibit 62. And for this and for other documents that you're handed over the course of the day I'd just ask for you to review them, and when you've done so, let me know. 12:11PM That way I don't have to repeat myself with this little preamble every time we give you an exhibit. A. All right. Q. Do you recognize this document as an annual statement that you received from 12:13PM Massachusetts General in or around October of 1990? MR. MILLSTEIN: Objection. Compound. THE WITNESS: It sort of looks like it. That – BY MR. LISY: 12:13PM Q. You'll see I'm sorry. A. That's what it says. Q. If you look at the top of the first page 	3 4 5 6 7 8 9 10 11 12 13 14 15 16 17 18 19 20 21	 Mr. Winston about structuring the plan in this way? A. I don't recall. Q. Did you have conversations with anyone else about this subject? 12:15PM A. No. Q. Did there come a point in time where the pension plan, the Eugene Kreps Pension Plan ['l] just refer to it as "the plan," if that's okay with you. 12:15PM A. (Witness nods.) Q. Did there come a point in time where the plan was not the owner of this insurance policy? A. Yes. Q. When was that? 12:15PM A. Oh, probably at the time that my corporation was dissolved. Q. What year was that? A. Oh, I'm not sure. Sometime after '93, which is when I terminated my practice. 12:16PM Q. What was the reason for the dissolution
3 4 5 6 7 8 9 10 11 12 13 14 15 16 17 18 19 20 21 22	 (Whereupon, Defendant's Exhibit 62 was marked for identification.) BY MR. LISY: 12:11PM Q. Dr. Kreps, the reporter has handed you what has been marked as Defendant's Exhibit 62. And for this and for other documents that you're handed over the course of the day I'd just ask for you to review them, and when you've done so, let me know. 12:11PM That way I don't have to repeat myself with this little preamble every time we give you an exhibit. A. All right. Q. Do you recognize this document as an annual statement that you received from 12:13PM Massachusetts General in or around October of 1990? MR. MILLSTEIN: Objection. Compound. THE WITNESS: It sort of looks like it. That – BY MR. LISY: 12:13PM Q. You'll see I'm sorry. A. That's what it says. 	3 4 5 6 7 8 9 10 11 12 13 14 15 16 17 18 19 20 21 22	 Mr. Winston about structuring the plan in this way? A. I don't recall. Q. Did you have conversations with anyone else about this subject? 12:15PM A. No. Q. Did there come a point in time where the pension plan, the Eugene Kreps Pension Plan [']] just refer to it as "the plan," if that's okay with you. 12:15PM A. (Witness nods.) Q. Did there come a point in time where the plan was not the owner of this insurance policy? A. Yes. Q. When was that? 12:15PM A. Oh, probably at the time that my corporation was dissolved. Q. What year was that? A. Oh, I'm not sure. Sometime after '93, which is when I terminated my practice. 12:16PM Q. What was the reason for the dissolution of your corporation?

20 (Pages 74 to 77)

-	Case3:10-md=02124-SI Document26=	12-	Filed04/22/10 Page22 of 37
	Page 78		Page 80
1	A. I did.	1	a few moments ago "The current interest rate is
2	Q. Did you have any tax purposes in	2	8.25 percent per annum," what did you understand
3	structuring the policy so that the owner was	3	that to mean?
4	the plan?	4	A. I don't recall what I understood at that
5	MR. MILLSTEIN: Objection. 12:16PM	5	time relative to any details. 12:19PM
6	Don't answer it. It calls for personal	6	Q. If you turn to the second page of this
7	financial information.	7	document, you'll see that there are some numbers
8	BY MR. LISY:	8	there reflecting a death benefit as well as a
9	Q. If you look on the first page of this	9	surrender charge, policy loan and cash surrender
10	document, in the lower right-hand corner there's a 12:17PM	10	
11	section that begins with the sentence, "The current	11	Do you see where I'm referring you to on
12	interest rate is 8.25 percent per annum."	12	the second page?
13	Do you see that?	13	A. Policy loan and yes, okay. I see where
14		14	it says that.
15	Q. What was your understanding at the time 12:17PM	15	Q. Did you read those numbers when you 12:20PM
16	you purchased the policy of what the interest rate	16	received the annual statement?
17	on the policy would be?	17	A. I have no idea.
18	MR. MILLSTEIN: Objection. Vague.	18	Q. Did you ever do any kind of comparison
19	You can answer.	19	between withdraw that.
20	THE WITNESS: It could vary and I don't 12:17PM	20	With respect to this annual statement, 12:20PM
21	remember what it was related to.	21	did you do a comparison between those numbers and
22	BY MR. LISY:	22	any numbers in your life insurance policy?
23	Q. Did you have an understanding at the time	23	MR. MILLSTEIN: Objection. Vague.
24	of whether the interest rate was related at all to	24	THE WITNESS: 1 don't recall.
25	the policy? 12:17PM	25	BY MR. LISY: 12:21PM
	Page 79		Page 81
1	MR. MILLSTEIN: Objection. Vague.	1	Q. Did you keep any kind of separate
2	THE WITNESS: I'm not sure I understand	2	bookkeeping that tracked the various charges
3	what you're saying.	3	and values of your insurance policy?
4	BY MR. LISY:	4	A. No.
5	Q. So my focus is my question is focused 12:18PM	5	Q. If you turn back to the first page. 12:21PM
6	on the time you purchased the policy in or around	6	The right-hand column that's titled "Accumulation
7	1986. Did you understand at the time that there	7	Account."
8	would be an interest rate that could affect the	8	A. Yes.
9	policy in some way?	9	Q. You'll see a range of numbers from
10	MR. MILLSTEIN: Same objection. Vague. 12:18PM	10	approximately \$29,940 up to \$67,277 at the end of 12:21 PM
11	THE WITNESS: I don't recall.	н	the table. Did you ever review those numbers when
12	BY MR. LISY:	12	you received this statement?
1.2	Q. Did you have any discussion with	13	A. I don't recail.
13			O Did you do a companian hatware there
14	Mr. Winston about the interest rate on the policy?	14	Q. Did you do a comparison between those
14 15	Mr. Winston about the interest rate on the policy? A. I don't recall. 12:18PM	14 15	numbers and the guaranteed cash value table in your 12:21PM
14 15 16	Mr. Winston about the interest rate on the policy?A. I don't recall. 12:18PMQ. At the time you purchased the policy in		• •
14 15 16 17	 Mr. Winston about the interest rate on the policy? A. I don't recall. 12:18PM Q. At the time you purchased the policy in 1986, did you have an understanding generally that 	15	numbers and the guaranteed cash value table in your 12:21PM
14 15 16 17 18	 Mr. Winston about the interest rate on the policy? A. I don't recall. 12:18PM Q. At the time you purchased the policy in 1986, did you have an understanding generally that interest rates could vary? 	15 16	numbers and the guaranteed cash value table in your 12:21PM insurance policy?
14 15 16 17 18 19	 Mr. Winston about the interest rate on the policy? A. I don't recall. 12:18PM Q. At the time you purchased the policy in 1986, did you have an understanding generally that interest rates could vary? MR. MILLSTEIN: Objection. Vague, 	15 16 17	numbers and the guaranteed cash value table in your 12:21PM insurance policy? A. Not that I recall. MR. LISY: Will you mark that, please (indicating).
14 15 16 17 18 19 20	 Mr. Winston about the interest rate on the policy? A. I don't recall. 12:18PM Q. At the time you purchased the policy in 1986, did you have an understanding generally that interest rates could vary? MR. MILLSTEIN: Objection. Vague. THE WITNESS: Do you mean interest rates 12:19PM 	15 16 17 18	numbers and the guaranteed cash value table in your 12:21PM insurance policy? A. Not that I recall. MR. LISY: Will you mark that, please
14 15 16 17 18 19 20 21	 Mr. Winston about the interest rate on the policy? A. I don't recall. 12:18PM Q. At the time you purchased the policy in 1986, did you have an understanding generally that interest rates could vary? MR. MILLSTEIN: Objection. Vague, THE WITNESS: Do you mean interest rates 12:19PM in general could vary? 	15 16 17 18 19 20 21	numbers and the guaranteed cash value table in your 12:21PM insurance policy? A. Not that I recall. MR. LISY: Will you mark that, please (indicating).
14 15 16 17 18 19 20 21 22	 Mr. Winston about the interest rate on the policy? A. I don't recall. 12:18PM Q. At the time you purchased the policy in 1986, did you have an understanding generally that interest rates could vary? MR. MILLSTEIN: Objection. Vague. THE WITNESS: Do you mean interest rates 12:19PM in general could vary? Oh, sure. There were a lot of interest 	15 16 17 18 19 20 21 22	numbers and the guaranteed cash value table in your 12:21PM insurance policy? A. Not that I recall. MR. LISY: Will you mark that, please (indicating). (Whereupon, Defendant's Exhibit 63 was 12:22PM
14 15 16 17 18 19 20 21 22 23	 Mr. Winston about the interest rate on the policy? A. I don't recall. 12:18PM Q. At the time you purchased the policy in 1986, did you have an understanding generally that interest rates could vary? MR. MILLSTEIN: Objection. Vague. THE WITNESS: Do you mean interest rates 12:19PM in general could vary? Oh, sure. There were a lot of interest rate changes going on at that time. 	15 16 17 18 19 20 21 22 23	numbers and the guaranteed cash value table in your 12:21PM insurance policy? A. Not that I recall. MR. LISY: Will you mark that, please (indicating). (Whereupon, Defendant's Exhibit 63 was 12:22PM marked for identification.)
14 15 16 17 18 19 20 21 21 22	 Mr. Winston about the interest rate on the policy? A. I don't recall. 12:18PM Q. At the time you purchased the policy in 1986, did you have an understanding generally that interest rates could vary? MR. MILLSTEIN: Objection. Vague. THE WITNESS: Do you mean interest rates 12:19PM in general could vary? Oh, sure. There were a lot of interest 	15 16 17 18 19 20 21 22	numbers and the guaranteed cash value table in your 12:21PM insurance policy? A. Not that I recall. MR. LISY: Will you mark that, please (indicating). (Whereupon, Defendant's Exhibit 63 was 12:22PM marked for identification.) THE WITNESS: Okay.

21 (Pages 78 to 81)

	Case3:10-md-02124-SI-Document26-		Filed04/22/10 - Page23 of 37
1	Page 82 Q. Do you recall ever having seen a copy of	ί Γ	Page 84
2	it before?	2	payments on your Massachusetts General Life Insurance policy?
3	A. I don't recall.	3	A. I don't recall.
4	Q. In or around 1992, did you have any	4	Q. In or around 1992, did you have an
5	communications with Mr. Winston about placing your 12:24PM	1	intention to not pay further premium payments on 12:26PM
6	policy, your Massachusetts General policy, on the	6	your Massachusetts General Life Insurance policy?
7	so-called vanishing premium option?	7	A. I was not aware. I thought that was
8	A. I don't recall.	8	from the beginning after the five years that would
9	Q. Did you have any conversations with) ý	be the situation.
10	- , ,	10	Q. Okay. What's the basis for that 12:27PM
11	Massachusetts General policy on the so-called	11	understanding?
12	• •	12	A. When the that was my understanding when
13	A. 1 don't remember any.	13	I purchased the policy.
] 14	Q. When I use the phrase "the so-called	14	Q. So your understanding at the time you
15	•	15	purchased it was after five years you wouldn't be 12:27PM
16	understanding of what I mean by that?	16	making further premium payments?
17	A. No.	17	A. Correct.
18	Q. Earlier in your testimony you mentioned a	18	MR. LISY: Okay. The videographer has
19	conversation or conversations with Mr. Winston about	19	indicated we need to change the tape. Let's go
20		20	off the record. 12:27PM
21	and then not paying after that.	21	THE VIDEOGRAPHER: This marks the end of
22	Do you recall that?	22	disk No. 1 in the deposition of Eugene Kreps, M.D.
23	A. Correct.	23	The time is 12:27 p.m. and we are off the
24	Q. Did Mr. Winston characterize that process	24	record.
25	as with any kind of a name? 12:25PM	25	(Whereupon, lunch was taken from 12:27PM
	Page 83		Page 85
1	A. Not that I recall.	1	12:27 p.m. until 1:39 p.m.)
2	Q. Okay. Did Mr. Winston ever call that the	2	THE VIDEOGRAPHER: This marks the
3	"optional premium payment provision" of your policy?		
		3	beginning of disk No. 2 in the deposition of
4	A. I would have no idea.	4	beginning of disk No. 2 in the deposition of Eugene Kreps, M.D.
4 5	 A. I would have no idea. Q. Okay. 1'd like to come up with a name 12:25PM 	-	Eugene Kreps, M.D.
	Q. Okay. I'd like to come up with a name 12:25PM that we can assign that concept of just paying, in	4	
5	Q. Okay. I'd like to come up with a name 12:25PM	4	Eugene Kreps, M.D. The time is 1:39 p.m. and we are back the 01:39PM
5 6	Q. Okay. I'd like to come up with a name 12:25PM that we can assign that concept of just paying, in your case, five premium payments and then not paying more over time.	4 5 6	Eugene Kreps, M.D. The time is 1:39 p.m. and we are back the 01:39PM on the record.
5 6 7 8 9	Q. Okay. I'd like to come up with a name 12:25PM that we can assign that concept of just paying, in your case, five premium payments and then not paying more over time. MR. MILLSTEIN: That's not a question.	4 5 6 7	Eugene Kreps, M.D. The time is 1:39 p.m. and we are back the 01:39PM on the record. BY MR. LISY:
5 6 7 8 9	Q.Okay. I'd like to come up with a name12:25PMthat we can assign that concept of just paying, inyour case, five premium payments and then not payingmore over time.MR. MILLSTEIN: That's not a question.There's no question pending.12:26PM	4 5 6 7 8	Eugene Kreps, M.D. The time is 1:39 p.m. and we are back the 01:39PM on the record. BY MR. LISY: Q. Welcome back, Dr. Kreps.
5 6 7 8 9 10	Q. Okay. I'd like to come up with a name12:25PMthat we can assign that concept of just paying, inyour case, five premium payments and then not payingmore over time.MR. MILLSTEIN: That's not a question.There's no question pending.12:26PMBY MR. LISY:	4 5 6 7 8 9 10 11	 Eugene Kreps, M.D. The time is 1:39 p.m. and we are back the 01:39PM on the record. BY MR. LISY: Q. Welcome back, Dr. Kreps. A. Thank you. (Whereupon, Defendant's Exhibit 64 was marked for identification.)
5 6 7 8 9 10 11 12	 Q. Okay. I'd like to come up with a name 12:25PM that we can assign that concept of just paying, in your case, five premium payments and then not paying more over time. MR. MILLSTEIN: That's not a question. There's no question pending. 12:26PM BY MR. LISY: Q. Would you agree that for purposes of this 	4 5 7 8 9 10 11 12	Eugene Kreps, M.D. The time is 1:39 p.m. and we are back the 01:39PM on the record. BY MR. LISY: Q. Welcome back, Dr. Kreps. A. Thank you. (Whereupon, Defendant's Exhibit 64 was marked for identification.) BY MR. LISY:
5 6 7 8 9 10 11 12 13	 Q. Okay. I'd like to come up with a name 12:25PM that we can assign that concept of just paying, in your case, five premium payments and then not paying more over time. MR. MILLSTEIN: That's not a question. There's no question pending. 12:26PM BY MR. LISY: Q. Would you agree that for purposes of this deposition just for simplicity we can call that the 	4 5 6 7 8 9 10 11 12 13	 Eugene Kreps, M.D. The time is 1:39 p.m. and we are back the 01:39PM on the record. BY MR. LISY: Q. Welcome back, Dr. Kreps. A. Thank you. (Whereupon, Defendant's Exhibit 64 was marked for identification.) BY MR. LISY: Q. I'm handing you what has been marked as
5 6 7 8 9 10 11 12 13 14	 Q. Okay. I'd like to come up with a name 12:25PM that we can assign that concept of just paying, in your case, five premium payments and then not paying more over time. MR. MILLSTEIN: That's not a question. There's no question pending. 12:26PM BY MR. LISY: Q. Would you agree that for purposes of this deposition just for simplicity we can call that the "optional premium payment" or "OPP provision"? 	4 5 6 7 8 9 10 11 12 13 14	 Eugene Kreps, M.D. The time is 1:39 p.m. and we are back the 01:39PM on the record. BY MR. LISY: Q. Welcome back, Dr. Kreps. A. Thank you. (Whereupon, Defendant's Exhibit 64 was marked for identification.) BY MR. LISY: Q. I'm handing you what has been marked as Defendant's Exhibit No. 64.
5 6 7 8 9 10 11 12 13 14 15	 Q. Okay. I'd like to come up with a name 12:25PM that we can assign that concept of just paying, in your case, five premium payments and then not paying more over time. MR. MILLSTEIN: That's not a question. There's no question pending. 12:26PM BY MR. LISY: Q. Would you agree that for purposes of this deposition just for simplicity we can call that the "optional premium payment" or "OPP provision"? MR. MILLSTEIN: I'll object. I don't 12:26PM 	4 5 6 7 8 9 10 11 12 13 14 15	 Eugene Kreps, M.D. The time is 1:39 p.m. and we are back the 01:39PM on the record. BY MR. LISY: Q. Welcome back, Dr. Kreps. A. Thank you. (Whereupon, Defendant's Exhibit 64 was marked for identification.) BY MR. LISY: Q. I'm handing you what has been marked as Defendant's Exhibit No. 64. Have you had a chance to review the 01:40PM
5 6 7 8 9 10 11 12 13 14 15 16	 Q. Okay. I'd like to come up with a name 12:25PM that we can assign that concept of just paying, in your case, five premium payments and then not paying more over time. MR. MILLSTEIN: That's not a question. There's no question pending. 12:26PM BY MR. LISY: Q. Would you agree that for purposes of this deposition just for simplicity we can call that the "optional premium payment" or "OPP provision"? MR. MILLSTEIN: I'll object. I don't 12:26PM think that's a proper designation, and J think 	4 5 6 7 8 9 10 11 12 13 14 15 16	 Eugene Kreps, M.D. The time is 1:39 p.m. and we are back the 01:39PM on the record. BY MR. LISY: Q. Welcome back, Dr. Kreps. A. Thank you. (Whereupon, Defendant's Exhibit 64 was marked for identification.) BY MR. LISY: Q. I'm handing you what has been marked as Defendant's Exhibit No. 64. Have you had a chance to review the 01:40PM document?
5 6 7 8 9 10 11 12 13 14 15 16 17	 Q. Okay. I'd like to come up with a name 12:25PM that we can assign that concept of just paying, in your case, five premium payments and then not paying more over time. MR. MILLSTEIN: That's not a question. There's no question pending. 12:26PM BY MR. LISY: Q. Would you agree that for purposes of this deposition just for simplicity we can call that the "optional premium payment" or "OPP provision"? MR. MILLSTEIN: I'll object. I don't 12:26PM think that's a proper designation, and I think it's a proper question 	4 5 6 7 8 9 10 11 12 13 14 15 16 17	 Eugene Kreps, M.D. The time is 1:39 p.m. and we are back the 01:39PM on the record. BY MR. LISY: Q. Welcome back, Dr. Kreps. A. Thank you. (Whereupon, Defendant's Exhibit 64 was marked for identification.) BY MR. LISY: Q. I'm handing you what has been marked as Defendant's Exhibit No. 64. Have you had a chance to review the 01:40PM document? A. Yes.
5 6 7 8 9 10 11 12 13 14 15 16 17 18	 Q. Okay. I'd like to come up with a name 12:25PM that we can assign that concept of just paying, in your case, five premium payments and then not paying more over time. MR. MILLSTEIN: That's not a question. There's no question pending. 12:26PM BY MR. LISY: Q. Would you agree that for purposes of this deposition just for simplicity we can call that the "optional premium payment" or "OPP provision"? MR. MILLSTEIN: I'll object. I don't 12:26PM think that's a proper designation, and J think it's I don't think it's a proper question to reference some testimony to a clause in the 	4 5 6 7 8 9 10 11 12 13 14 15 16 17 18	 Eugene Kreps, M.D. The time is 1:39 p.m. and we are back the 01:39PM on the record. BY MR. LISY: Q. Welcome back, Dr. Kreps. A. Thank you. (Whereupon, Defendant's Exhibit 64 was marked for identification.) BY MR. LISY: Q. I'm handing you what has been marked as Defendant's Exhibit No. 64. Have you had a chance to review the 01:40PM document? A. Yes. Q. Is that your signature?
5 6 7 8 9 10 11 12 13 14 15 16 17 18	 Q. Okay. I'd like to come up with a name 12:25PM that we can assign that concept of just paying, in your case, five premium payments and then not paying more over time. MR. MILLSTEIN: That's not a question. There's no question pending. 12:26PM BY MR. LISY: Q. Would you agree that for purposes of this deposition just for simplicity we can call that the "optional premium payment" or "OPP provision"? MR. MILLSTEIN: I'll object. I don't 12:26PM think that's a proper designation, and I think it's I don't think it's a proper question to reference some testimony to a clause in the agreement and ask a witness to please call the 	4 5 6 7 8 9 10 11 12 13 14 15 16 17 18 19	 Eugene Kreps, M.D. The time is 1:39 p.m. and we are back the 01:39PM on the record. BY MR. LISY: Q. Welcome back, Dr. Kreps. A. Thank you. (Whereupon, Defendant's Exhibit 64 was marked for identification.) BY MR. LISY: Q. I'm handing you what has been marked as Defendant's Exhibit No. 64. Have you had a chance to review the 01:40PM document? A. Yes. Q. Is that your signature? A. It is.
5 6 7 8 9 10 11 12 13 14 15 16 17 18 19 20	 Q. Okay. I'd like to come up with a name 12:25PM that we can assign that concept of just paying, in your case, five premium payments and then not paying more over time. MR. MILLSTEIN: That's not a question. There's no question pending. 12:26PM BY MR. LISY: Q. Would you agree that for purposes of this deposition just for simplicity we can call that the "optional premium payment" or "OPP provision"? MR. MILLSTEIN: I'll object. I don't 12:26PM think that's a proper designation, and I think it's I don't think it's a proper question to reference some testimony to a clause in the agreement and ask a witness to please call the concept a clause. That's not accepted and the some concept a clause. That's not accepted and the some concept a clause. 	4 5 6 7 8 9 10 11 12 13 14 15 16 17 18 19 20	 Eugene Kreps, M.D. The time is 1:39 p.m. and we are back the 01:39PM on the record. BY MR. LISY: Q. Welcome back, Dr. Kreps. A. Thank you. (Whereupon, Defendant's Exhibit 64 was marked for identification.) BY MR. LISY: Q. I'm handing you what has been marked as Defendant's Exhibit No. 64. Have you had a chance to review the 01:40PM document? A. Yes. Q. Is that your signature? A. It is. Q. What is this document? 01:40PM
5 6 7 8 9 10 11 12 13 14 15 16 17 18 19 20 21	 Q. Okay. I'd like to come up with a name 12:25PM that we can assign that concept of just paying, in your case, five premium payments and then not paying more over time. MR. MILLSTEIN: That's not a question. There's no question pending. 12:26PM BY MR. LISY: Q. Would you agree that for purposes of this deposition just for simplicity we can call that the "optional premium payment" or "OPP provision"? MR. MILLSTEIN: I'll object. I don't 12:26PM think that's a proper designation, and I think it's I don't think it's a proper question to reference some testimony to a clause in the agreement and ask a witness to please call the concept a clause. That's not 12:26PM MR. LISY: Fine. I'll withdraw it. 	4 5 6 7 8 9 10 11 12 13 14 15 16 17 18 19 20 21	 Eugene Kreps, M.D. The time is 1:39 p.m. and we are back the 01:39PM on the record. BY MR. LISY: Q. Welcome back, Dr. Kreps. A. Thank you. (Whereupon, Defendant's Exhibit 64 was marked for identification.) BY MR. LISY: Q. I'm handing you what has been marked as Defendant's Exhibit No. 64. Have you had a chance to review the 01:40PM document? A. Yes. Q. Is that your signature? A. It is. Q. What is this document? 01:40PM A. It's a letter to Massachusetts General
5 6 7 8 9 10 11 12 13 14 15 16 17 18 19 20 21 22	 Q. Okay. I'd like to come up with a name 12:25PM that we can assign that concept of just paying, in your case, five premium payments and then not paying more over time. MR. MILLSTEIN: That's not a question. There's no question pending. 12:26PM BY MR. LISY: Q. Would you agree that for purposes of this deposition just for simplicity we can call that the "optional premium payment" or "OPP provision"? MR. MILLSTEIN: I'll object. I don't 12:26PM think that's a proper designation, and I think it's - I don't think it's a proper question to reference some testimony to a clause in the agreement and ask a witness to please call the concept a clause. That's not ~ 12:26PM MR. LISY: Fine. I'll withdraw it. MR. MILLSTEIN: Okay. 	4 5 6 7 8 9 10 11 12 13 14 15 16 17 18 19 20 21 22	 Eugene Kreps, M.D. The time is 1:39 p.m. and we are back the 01:39PM on the record. BY MR. LISY: Q. Welcome back, Dr. Kreps. A. Thank you. (Whereupon, Defendant's Exhibit 64 was marked for identification.) BY MR. LISY: Q. I'm handing you what has been marked as Defendant's Exhibit No. 64. Have you had a chance to review the 01:40PM document? A. Yes. Q. Is that your signature? A. It is. Q. What is this document? 01:40PM A. It's a letter to Massachusetts General Life Insurance Company in Englewood, Colorado.
5 6 7 8 9 10 11 12 13 14 15 16 17 18 19 20 21 22 23	 Q. Okay. I'd like to come up with a name 12:25PM that we can assign that concept of just paying, in your case, five premium payments and then not paying more over time. MR. MILLSTEIN: That's not a question. There's no question pending. 12:26PM BY MR. LISY: Q. Would you agree that for purposes of this deposition just for simplicity we can call that the "optional premium payment" or "OPP provision"? MR. MILLSTEIN: I'll object. I don't 12:26PM think that's a proper designation, and I think it's I don't think it's a proper question to reference some testimony to a clause in the agreement and ask a witness to please call the concept a clause. That's not 12:26PM MR. MILLSTEIN: Okay. BY MR. LISY: 	4 5 6 7 8 9 10 11 12 13 14 15 16 17 18 19 20 21 22 23	 Eugene Kreps, M.D. The time is 1:39 p.m. and we are back the 01:39PM on the record. BY MR. LISY: Q. Welcome back, Dr. Kreps. A. Thank you. (Whereupon, Defendant's Exhibit 64 was marked for identification.) BY MR. LISY: Q. I'm handing you what has been marked as Defendant's Exhibit No. 64. Have you had a chance to review the 01:40PM document? A. Yes. Q. Is that your signature? A. It is. Q. What is this document? 01:40PM A. It's a letter to Massachusetts General Life Insurance Company in Englewood, Colorado. I guess it's Colorado, yes.
5 6 7 8 9 10 11 12 13 14 15 16 17 18 19 20 21 22	 Q. Okay. I'd like to come up with a name 12:25PM that we can assign that concept of just paying, in your case, five premium payments and then not paying more over time. MR. MILLSTEIN: That's not a question. There's no question pending. 12:26PM BY MR. LISY: Q. Would you agree that for purposes of this deposition just for simplicity we can call that the "optional premium payment" or "OPP provision"? MR. MILLSTEIN: I'll object. I don't 12:26PM think that's a proper designation, and I think it's - I don't think it's a proper question to reference some testimony to a clause in the agreement and ask a witness to please call the concept a clause. That's not ~ 12:26PM MR. LISY: Fine. I'll withdraw it. MR. MILLSTEIN: Okay. 	4 5 6 7 8 9 10 11 12 13 14 15 16 17 18 19 20 21 22	 Eugene Kreps, M.D. The time is 1:39 p.m. and we are back the 01:39PM on the record. BY MR. LISY: Q. Welcome back, Dr. Kreps. A. Thank you. (Whereupon, Defendant's Exhibit 64 was marked for identification.) BY MR. LISY: Q. I'm handing you what has been marked as Defendant's Exhibit No. 64. Have you had a chance to review the 01:40PM document? A. Yes. Q. Is that your signature? A. It is. Q. What is this document? 01:40PM A. It's a letter to Massachusetts General Life Insurance Company in Englewood, Colorado.

22 (Pages 82 to 85)

	Case3:10-md-02124-SI Document26 Page 86		Filed04/22/10 Page24 of 37 Page 8
1	Q. To Massachusetts General?	1	A. No.
2	A. Right.	2	MR. MILLSTEIN: Objection. Compound.
3	Q. There's some handwriting right below the	3	THE WITNESS: Not that I know of.
4	signature. Is that your handwriting?	4	(Whereupon, Defendant's Exhibit 65 was
5	A. Well, I can't be sure. It sort of looks 01:41PM	5	marked for identification.) 01:45PM
6	like it.	6	THE WITNESS: All right.
7	Q. Can you make out what it says?	7	BY MR. LISY:
8	A. I can't. I can make out the word	8	Q. Do you recognize this document?
9	"please."	9	A. Do I recognize it? Do you mean do I
10	Q. In the first sentence of the letter, "The 01:41PM	10	remember it? No. 01:45PM
11	above policy has had the five" let me start	11	Q. Have you ever seen it before?
12	over. "The above policy has had the planned five	12	
13	payments made." What does that mean?	13	
14	MR. MILLSTEIN: Objection. Calls for	14	just asking if you've ever seen this before.
15	speculation. 01:41PM	15	THE WITNESS: I don't recall. 01:45PM
16	THE WITNESS: I don't know. I don't	16	BY MR. LISY:
17	remember this letter.	17	Q. Do you see on the first page of the
18	BY MR. LISY:	18	document there's a column all the way to the
19	Q. Did you write this letter?	19	far right titled "Accumulated Value"?
20	A. I must have. I signed it. 01:41PM	20	A. Yes. 01:45PM
21	Q. The next sentence, which is a new	21	Q. It runs from a range of approximately
22	paragraph, states that "I request that this policy	22	\$156,207 to \$156,778.
23	be placed on the vanishing mode effective with the	23	Do you recall referencing that column
24	premium due date above."	24	of this document?
25	What do you mean when you write "the 01:42PM	25	MR. MILLSTEIN: Objection. Asked and 01:46PM
-			
	Page 87	E	
.	-		Page 89
1	vanishing mode"?	1	answered and vague.
2	vanishing mode"? A. That was probably written at the advice of	12	answered and vague. BY MR. LISY:
2 3	vanishing mode"? A. That was probably written at the advice of Mr. Winston; otherwise, I would not have on my own	3	answered and vague. BY MR. LISY: Q. You can answer.
2 3 4	vanishing mode"? A. That was probably written at the advice of Mr. Winston; otherwise, I would not have on my own written this letter.	3	answered and vague. BY MR. LISY: Q. You can answer. A. Oh, I don't recall.
2 3 4 5	 vanishing mode"? A. That was probably written at the advice of Mr. Winston; otherwise, I would not have on my own written this letter. Q. What did you understand that to mean when 01:42PM 	3 4 5	answered and vague. BY MR. LISY: Q. You can answer. A. Oh, I don't recall. Q. Was it generally your practice to 01:46PM
2 3 4 5 6	 vanishing mode"? A. That was probably written at the advice of Mr. Winston; otherwise, I would not have on my own written this letter. Q. What did you understand that to mean when 01:42PM you wrote the letter? 	3 4 5 6	answered and vague. BY MR. LISY: Q. You can answer. A. Oh, I don't recall. Q. Was it generally your practice to 01:46PM read annual statements that you received from
2 3 4 5 6 7	 vanishing mode"? A. That was probably written at the advice of Mr. Winston; otherwise, I would not have on my own written this letter. Q. What did you understand that to mean when 01:42PM you wrote the letter? MR. MILLSTEIN: Objection. Lacks 	3 4 5 6 7	 answered and vague. BY MR. LISY: Q. You can answer. A. Oh, I don't recall. Q. Was it generally your practice to 01:46PM read annual statements that you received from Mass General or Conseco Life?
2 3 4 5 6 7 8	 vanishing mode"? A. That was probably written at the advice of Mr. Winston; otherwise, I would not have on my own written this letter. Q. What did you understand that to mean when 01:42PM you wrote the letter? MR. MILLSTEIN: Objection. Lacks foundation. 	3 4 5 6 7 8	 answered and vague. BY MR. LISY: Q. You can answer. A. Oh, I don't recall. Q. Was it generally your practice to 01:46PM read annual statements that you received from Mass General or Conseco Life? A. Pretty much. J would look at certain
2 3 4 5 6 7 8 9	 vanishing mode"? A. That was probably written at the advice of Mr. Winston; otherwise, I would not have on my own written this letter. Q. What did you understand that to mean when 01:42PM you wrote the letter? MR. MILLSTEIN: Objection. Lacks foundation. You can answer it if you know what you 	3 4 5 6 7 8 9	 answered and vague. BY MR. LISY: Q. You can answer. A. Oh, I don't recall. Q. Was it generally your practice to 01:46PM read annual statements that you received from Mass General or Conseco Life? A. Pretty much. I would look at certain aspects maybe.
2 3 4 5 6 7 8 9 10	 vanishing mode"? A. That was probably written at the advice of Mr. Winston; otherwise, I would not have on my own written this letter. Q. What did you understand that to mean when 01:42PM you wrote the letter? MR. MILLSTEIN: Objection. Lacks foundation. You can answer it if you know what you meant. 01:42PM 	3 4 5 6 7 8 9 10	answered and vague. BY MR. LISY: Q. You can answer. A. Oh, I don't recall. Q. Was it generally your practice to 01:46PM read annual statements that you received from Mass General or Conseco Life? A. Pretty much. I would look at certain aspects maybe. Q. Which aspects? 01:46PM
2 3 4 5 6 7 8 9 10 11	 vanishing mode"? A. That was probably written at the advice of Mr. Winston; otherwise, I would not have on my own written this letter. Q. What did you understand that to mean when 01:42PM you wrote the letter? MR. MILLSTEIN: Objection. Lacks foundation. You can answer it if you know what you meant. 01:42PM THE WITNESS: Okay. I don't know what my 	3 4 5 6 7 8 9 10	answered and vague. BY MR. LISY: Q. You can answer. A. Oh, I don't recall. Q. Was it generally your practice to 01:46PM read annual statements that you received from Mass General or Conseco Life? A. Pretty much. I would look at certain aspects maybe. Q. Which aspects? 01:46PM A. Usually the second what appears here
2 3 4 5 6 7 8 9 10 11 12	 vanishing mode"? A. That was probably written at the advice of Mr. Winston; otherwise, I would not have on my own written this letter. Q. What did you understand that to mean when 01:42PM you wrote the letter? MR. MILLSTEIN: Objection. Lacks foundation. You can answer it if you know what you meant. 01:42PM THE WITNESS: Okay. I don't know what my thought was at the time, but I would suspect that 	3 4 5 6 7 8 9 10 11 12	 answered and vague. BY MR. LISY: Q. You can answer. A. Oh, I don't recall. Q. Was it generally your practice to 01:46PM read annual statements that you received from Mass General or Conseco Life? A. Pretty much. I would look at certain aspects maybe. Q. Which aspects? Q. Which aspects? Q. Which aspects? Q. Which aspects? O1:46PM A. Usually the second what appears here on the second page where it would say what the
2 3 4 5 6 7 8 9 10 11 12 13	 vanishing mode"? A. That was probably written at the advice of Mr. Winston; otherwise, I would not have on my own written this letter. Q. What did you understand that to mean when 01:42PM you wrote the letter? MR. MILLSTEIN: Objection. Lacks foundation. You can answer it if you know what you meant. 01:42PM THE WITNESS: Okay. I don't know what my thought was at the time, but I would suspect that this was after the five the initial five payments 	3 4 5 6 7 8 9 10 11 12 13	 answered and vague. BY MR. LISY: Q. You can answer. A. Oh, I don't recall. Q. Was it generally your practice to 01:46PM read annual statements that you received from Mass General or Conseco Life? A. Pretty much. I would look at certain aspects maybe. Q. Which aspects? 01:46PM A. Usually the second what appears here on the second page where it would say what the well, I guess the accumulation value would be on the
2 3 4 5 6 7 8 9 10 11 12 13 14	 vanishing mode"? A. That was probably written at the advice of Mr. Winston; otherwise, I would not have on my own written this letter. Q. What did you understand that to mean when 01:42PM you wrote the letter? MR. MILLSTEIN: Objection. Lacks foundation. You can answer it if you know what you meant. 01:42PM THE WITNESS: Okay. I don't know what my thought was at the time, but I would suspect that this was after the five the initial five payments were made and then you had to request that it be 	3 4 5 6 7 8 9 10 11 12 13 14	 answered and vague. BY MR. LISY: Q. You can answer. A. Oh, I don't recall. Q. Was it generally your practice to 01:46PM read annual statements that you received from Mass General or Conseco Life? A. Pretty much. I would look at certain aspects maybe. Q. Which aspects? Q. Which aspects? Q. Which aspects? Q. Which aspects? Q. Which second what appears here on the second page where it would say what the well, I guess the accumulation value would be on the other page and then the fact that it would say what
2 3 4 5 6 7 8 9 10 11 12 13 14 15	 vanishing mode"? A. That was probably written at the advice of Mr. Winston; otherwise, I would not have on my own written this letter. Q. What did you understand that to mean when 01:42PM you wrote the letter? MR. MILLSTEIN: Objection. Lacks foundation. You can answer it if you know what you meant. 01:42PM THE WITNESS: Okay. I don't know what my thought was at the time, but I would suspect that this was after the five the initial five payments were made and then you had to request that it be placed on vanishing so that you did not pay more 01:42PM 	3 4 5 6 7 8 9 10 11 12 13 14 15	 answered and vague. BY MR. LISY: Q. You can answer. A. Oh, I don't recall. Q. Was it generally your practice to 01:46PM read annual statements that you received from Mass General or Conseco Life? A. Pretty much. I would look at certain aspects maybe. Q. Which aspects? Q. Which aspects? Q. Which aspects? Q. Which aspects? Q. Usually the second what appears here on the second page where it would say what the well, I guess the accumulation value would be on the other page and then the fact that it would say what the expense charges were and cost of insurance. Q1:47PM
2 3 4 5 6 7 8 9 10 11 12 13 14 15 16	 vanishing mode"? A. That was probably written at the advice of Mr. Winston; otherwise, I would not have on my own written this letter. Q. What did you understand that to mean when 01:42PM you wrote the letter? MR. MILLSTEIN: Objection. Lacks foundation. You can answer it if you know what you meant. 01:42PM THE WITNESS: Okay. I don't know what my thought was at the time, but I would suspect that this was after the five the initial five payments were made and then you had to request that it be placed on vanishing so that you did not pay more 01:42PM 	3 4 5 6 7 8 9 10 11 12 13 14 15 16	 answered and vague. BY MR. LISY: Q. You can answer. A. Oh, I don't recall. Q. Was it generally your practice to 01:46PM read annual statements that you received from Mass General or Conseco Life? A. Pretty much. I would look at certain aspects maybe. Q. Which aspects? 01:46PM A. Usually the second what appears here on the second page where it would say what the well, I guess the accumulation value would be on the other page and then the fact that it would say what the expense charges were and cost of insurance. 01:47PM Q. Over time it was your practice to read
2 3 4 5 6 7 8 9 10 11 12 13 14 15 16 17	 vanishing mode"? A. That was probably written at the advice of Mr. Winston; otherwise, I would not have on my own written this letter. Q. What did you understand that to mean when 01:42PM you wrote the letter? MR. MILLSTEIN: Objection. Lacks foundation. You can answer it if you know what you meant. 01:42PM THE WITNESS: Okay. I don't know what my thought was at the time, but I would suspect that this was after the five the initial five payments were made and then you had to request that it be placed on vanishing so that you did not pay more 01:42PM BY MR. LISY: 	3 4 5 6 7 8 9 10 11 12 13 14 15 16 17	 answered and vague. BY MR. LISY: Q. You can answer. A. Oh, I don't recall. Q. Was it generally your practice to 01:46PM read annual statements that you received from Mass General or Conseco Life? A. Pretty much. I would look at certain aspects maybe. Q. Which aspects? 01:46PM A. Usually the second what appears here on the second page where it would say what the well, I guess the accumulation value would be on the other page and then the fact that it would say what the expense charges were and cost of insurance. 01:47PM Q. Over time it was your practice to read the accumulation value in the statements that you
2 3 4 5 6 7 8 9 10 11 12 13 14 15 16 17 18	 vanishing mode"? A. That was probably written at the advice of Mr. Winston; otherwise, I would not have on my own written this letter. Q. What did you understand that to mean when 01:42PM you wrote the letter? MR. MILLSTEIN: Objection. Lacks foundation. You can answer it if you know what you meant. 01:42PM THE WITNESS: Okay. I don't know what my thought was at the time, but I would suspect that this was after the five the initial five payments were made and then you had to request that it be placed on vanishing so that you did not pay more 01:42PM BY MR. LISY: Q. And that was your intention in writing 	3 4 5 6 7 8 9 10 11 12 13 14 15 16 17 18	 answered and vague. BY MR. LISY: Q. You can answer. A. Oh, I don't recall. Q. Was it generally your practice to 01:46PM read annual statements that you received from Mass General or Conseco Life? A. Pretty much. I would look at certain aspects maybe. Q. Which aspects? 01:46PM A. Usually the second what appears here on the second page where it would say what the well, I guess the accumulation value would be on the other page and then the fact that it would say what the expense charges were and cost of insurance. 01:47PM Q. Over time it was your practice to read the accumulation value in the statements that you received?
2 3 4 5 6 7 8 9 10 11 12 13 14 15 16 17 18 19	 vanishing mode"? A. That was probably written at the advice of Mr. Winston; otherwise, I would not have on my own written this letter. Q. What did you understand that to mean when 01:42PM you wrote the letter? MR. MILLSTEIN: Objection. Lacks foundation. You can answer it if you know what you meant. 01:42PM THE WITNESS: Okay. I don't know what my thought was at the time, but I would suspect that this was after the five the initial five payments were made and then you had to request that it be placed on vanishing so that you did not pay more 01:42PM BY MR. LISY: Q. And that was your intention in writing this letter? 	3 4 5 6 7 8 9 10 11 12 13 14 15 16 17 18 19	 answered and vague. BY MR. LISY: Q. You can answer. A. Oh, I don't recall. Q. Was it generally your practice to 01:46PM read annual statements that you received from Mass General or Conseco Life? A. Pretty much. I would look at certain aspects maybe. Q. Which aspects? 01:46PM A. Usually the second what appears here on the second page where it would say what the well, I guess the accumulation value would be on the other page and then the fact that it would say what the expense charges were and cost of insurance. 01:47PM Q. Over time it was your practice to read the accumulation value in the statements that you received? A. 1 generally I would do that.
2 3 4 5 6 7 8 9 10 11 12 13 14 15 16 17 18 19 20	 vanishing mode"? A. That was probably written at the advice of Mr. Winston; otherwise, I would not have on my own written this letter. Q. What did you understand that to mean when 01:42PM you wrote the letter? MR. MILLSTEIN: Objection. Lacks foundation. You can answer it if you know what you meant. 01:42PM THE WITNESS: Okay. I don't know what my thought was at the time, but I would suspect that this was after the five the initial five payments were made and then you had to request that it be placed on vanishing so that you did not pay more 01:42PM BY MR. LISY: Q. And that was your intention in writing this letter? A. I assume so. 01:42PM 	3 4 5 6 7 8 9 10 11 12 13 14 15 16 17 18 19 20	 answered and vague. BY MR. LISY: Q. You can answer. A. Oh, I don't recall. Q. Was it generally your practice to 01:46PM read annual statements that you received from Mass General or Conseco Life? A. Pretty much. I would look at certain aspects maybe. Q. Which aspects? 01:46PM A. Usually the second what appears here on the second page where it would say what the well, I guess the accumulation value would be on the other page and then the fact that it would say what the expense charges were and cost of insurance. 01:47PM Q. Over time it was your practice to read the accumulation value in the statements that you received? A. 1 generally I would do that. Q. And the same for the expense and cost 01:47PM
2 3 4 5 6 7 8 9 10 11 12 13 14 15 16 17 18 19 20 21	 vanishing mode"? A. That was probably written at the advice of Mr. Winston; otherwise, I would not have on my own written this letter. Q. What did you understand that to mean when 01:42PM you wrote the letter? MR. MILLSTEIN: Objection. Lacks foundation. You can answer it if you know what you meant. 01:42PM THE WITNESS: Okay. I don't know what my thought was at the time, but I would suspect that this was after the five the initial five payments were made and then you had to request that it be placed on vanishing so that you did not pay more 01:42PM premiums. BY MR. LISY: Q. And that was your intention in writing this letter? A. I assume so. 01:42PM Q. There's no date on the letter, although 	3 4 5 6 7 8 9 10 11 12 13 14 15 16 17 18 19 20 21	 answered and vague. BY MR. LISY: Q. You can answer. A. Oh, I don't recall. Q. Was it generally your practice to 01:46PM read annual statements that you received from Mass General or Conseco Life? A. Pretty much. I would look at certain aspects maybe. Q. Which aspects? 01:46PM A. Usually the second what appears here on the second page where it would say what the well, I guess the accumulation value would be on the other page and then the fact that it would say what the expense charges were and cost of insurance. 01:47PM Q. Over time it was your practice to read the accumulation value in the statements that you received? A. 1 generally I would do that. Q. And the same for the expense and cost 01:47PM of insurance charges?
2 3 4 5 6 7 8 9 10 11 12 13 14 15 16 17 18 19 20 21 22	 vanishing mode"? A. That was probably written at the advice of Mr. Winston; otherwise, I would not have on my own written this letter. Q. What did you understand that to mean when 01:42PM you wrote the letter? MR. MILLSTEIN: Objection. Lacks foundation. You can answer it if you know what you meant. 01:42PM THE WITNESS: Okay. I don't know what my thought was at the time, but I would suspect that this was after the five the initial five payments were made and then you had to request that it be placed on vanishing so that you did not pay more 01:42PM premiums. BY MR. LISY: Q. And that was your intention in writing this letter? A. I assume so. 01:42PM Q. There's no date on the letter, although there is a received date stamp of September 30th, 	3 4 5 6 7 8 9 10 11 12 13 14 15 16 17 18 19 20 21 22	 answered and vague. BY MR. LISY: Q. You can answer. A. Oh, I don't recall. Q. Was it generally your practice to 01:46PM read annual statements that you received from Mass General or Conseco Life? A. Pretty much. I would look at certain aspects maybe. Q. Which aspects? 01:46PM A. Usually the second what appears here on the second page where it would say what the well, I guess the accumulation value would be on the other page and then the fact that it would say what the expense charges were and cost of insurance. 01:47PM Q. Over time it was your practice to read the accumulation value in the statements that you received? A. 1 generally I would do that. Q. And the same for the expense and cost 01:47PM of insurance charges? A. Generally I would do that.
2 3 4 5 6 7 8 9 10 11 12 13 14 15 16 17 18 19 20 21 22 23	 vanishing mode"? A. That was probably written at the advice of Mr. Winston; otherwise, I would not have on my own written this letter. Q. What did you understand that to mean when 01:42PM you wrote the letter? MR. MILLSTEIN: Objection. Lacks foundation. You can answer it if you know what you meant. 01:42PM THE WITNESS: Okay. I don't know what my thought was at the time, but I would suspect that this was after the five the initial five payments were made and then you had to request that it be placed on vanishing so that you did not pay more 01:42PM PMR. LISY: Q. And that was your intention in writing this letter? A. I assume so. 01:42PM Q. There's no date on the letter, although there is a received date stamp of September 30th, 1992, towards the bottom. 	3 4 5 6 7 8 9 10 11 12 13 14 15 16 17 18 19 20 21 22 23	 answered and vague. BY MR. LISY: Q. You can answer. A. Oh, I don't recall. Q. Was it generally your practice to 01:46PM read annual statements that you received from Mass General or Conseco Life? A. Pretty much. I would look at certain aspects maybe. Q. Which aspects? 01:46PM A. Usually the second what appears here on the second page where it would say what the well, I guess the accumulation value would be on the other page and then the fact that it would say what the expense charges were and cost of insurance. 01:47PM Q. Over time it was your practice to read the accumulation value in the statements that you received? A. 1 generally I would do that. Q. And the same for the expense and cost 01:47PM of insurance charges? A. Generally I would do that. Q. Did you ever have any questions about
2 3 4 5 6 7 8 9 10 11 12 13 14 15 16 17 18 19 20 21 22	 vanishing mode"? A. That was probably written at the advice of Mr. Winston; otherwise, I would not have on my own written this letter. Q. What did you understand that to mean when 01:42PM you wrote the letter? MR. MILLSTEIN: Objection. Lacks foundation. You can answer it if you know what you meant. 01:42PM THE WITNESS: Okay. I don't know what my thought was at the time, but I would suspect that this was after the five the initial five payments were made and then you had to request that it be placed on vanishing so that you did not pay more 01:42PM premiums. BY MR. LISY: Q. And that was your intention in writing this letter? A. I assume so. 01:42PM Q. There's no date on the letter, although there is a received date stamp of September 30th, 	3 4 5 6 7 8 9 10 11 12 13 14 15 16 17 18 19 20 21 22	 answered and vague. BY MR. LISY: Q. You can answer. A. Oh, I don't recall. Q. Was it generally your practice to 01:46PM read annual statements that you received from Mass General or Conseco Life? A. Pretty much. I would look at certain aspects maybe. Q. Which aspects? 01:46PM A. Usually the second what appears here on the second page where it would say what the well, I guess the accumulation value would be on the other page and then the fact that it would say what the expense charges were and cost of insurance. 01:47PM Q. Over time it was your practice to read the accumulation value in the statements that you received? A. 1 generally I would do that. Q. And the same for the expense and cost 01:47PM of insurance charges? A. Generally I would do that.

23 (Pages 86 to 89)

	Case3:10-md-02124-SI Document26-	-12	- Filed04/22/10 Page25 of 37
1	Page 90		Page 9.
1	A. No. As long as the bottom line looked	1	Q. Did you ever inquire of Conseco Life prior
2	good.	2	to October of 2008 about the cash value of your
3	Q. Did that generally track with your	3	policy?
4	expectations over time?	4	A. Did I inquire about the cash value?
5	A. I don't know that I had expectations. 01:48PM	5	Yeah, probably on a couple of times, but I don't 01:50PM
6	I don't know what you mean by "expectations." My	6	recall exactly when or what I asked.
7	expectation was that there was always a good amount	7	Q. Do you recall why you did that?
8	there.	8	A. Well, 1 made a loan one time of \$100,000
9	Q. Did you ever look at a statement and think	9	or so. I don't know why I did that but
10	to yourself that number isn't what I expected or 01:48PM	10	MR. MILLSTEIN: He just asked did you 01:51PM
11	that number isn't a good number?	11	ever.
12	A. I don't recall.	12	MR. LISY: Can you please not interrupt
13	Q. Okay. How about on the fees? With the	13	him.
14	expense or cost of insurance, did you ever see	14	MR. MILLSTEIN: Well, I think I can if
15	anything in that part of the statement that 01:48PM	15	he's going way beyond the question. 01:51PM
16	surprised you?	16	MR. LISY: No, I don't think you can and
17	A. Not really, that I can recall.	17	I'd like you to stop.
18	Q. At the time you purchased the policy	18	MR. MILLSTEIN: I think I can. I think
19	in 1986, what was your understanding about how	19	it's a waste of time and I think you're entitled to
20	the expense charge would be assessed? 01:48PM	20	answers to your questions. And if a witness happens 01:51PM
21	A. I don't know that I had any understanding.	21	to start going on, it wastes time. You don't have a
22	Q. Did Mr. Winston explain that to you?	22	right to answers to things you didn't ask. So if
23 24	A. I wouldn't recall what he explained.	23	he's inadvertently or improperly responding to your
24	Q. Do you recall whether you asked him any questions about it? 01:48PM	24	question, I don't think you can sort of gratuitously
25	questions about it? 01:48PM	25	have an ability to take advantage of that and just 01:51PM
	Page 91		Page 93
· ·	A. I don't recall.		
	A. Tuont recall.	1	let him go on.
12	Q. At any time since you purchased the policy	12	let him go on. MR. LISY: I'm entitled to ask the witness
· ·		1 2 3	MR. LISY: I'm entitled to ask the witness
2	Q. At any time since you purchased the policy through, let's say, the day before that you received the letter from Conseco in October of 2008, did you		
2 3	Q. At any time since you purchased the policy through, let's say, the day before that you received the letter from Conseco in October of 2008, did you gain any understanding about how the expense charge 01:49PM	3	MR. LISY: I'm entitled to ask the witness questions and the witness is entitled to give me answers. I'm entitled to the answers the witness
2 3 4	Q. At any time since you purchased the policy through, let's say, the day before that you received the letter from Conseco in October of 2008, did you	3 4	MR. LISY: I'm entitled to ask the witness questions and the witness is entitled to give me answers. I'm entitled to the answers the witness
2 3 4 5 6 7	 Q. At any time since you purchased the policy through, let's say, the day before that you received the letter from Conseco in October of 2008, did you gain any understanding about how the expense charge 01:49PM with respect to your policy operated? A. No. 	3 4 5	MR. LISY: I'm entitled to ask the witness questions and the witness is entitled to give me answers. I'm entitled to the answers the witness gives to me. Whether you agree or disagree with 01:51PM
2 3 4 5 6 7 8	 Q. At any time since you purchased the policy through, let's say, the day before that you received the letter from Conseco in October of 2008, did you gain any understanding about how the expense charge 01:49PM with respect to your policy operated? A. No. Q. How about the cost of insurance charge? 	3 4 5 6	MR. LISY: I'm entitled to ask the witness questions and the witness is entitled to give me answers. I'm entitled to the answers the witness gives to me. Whether you agree or disagree with 01:51PM them is not for
2 3 4 5 6 7 8 9	 Q. At any time since you purchased the policy through, let's say, the day before that you received the letter from Conseco in October of 2008, did you gain any understanding about how the expense charge 01:49PM with respect to your policy operated? A. No. Q. How about the cost of insurance charge? Did you have an understanding as to how that would 	3 4 5 6 7	MR. LISY: I'm entitled to ask the witness questions and the witness is entitled to give me answers. I'm entitled to the answers the witness gives to me. Whether you agree or disagree with them is not for MR. MILLSTEIN: Well, I don't disagree
2 3 4 5 6 7 8 9 10	 Q. At any time since you purchased the policy through, let's say, the day before that you received the letter from Conseco in October of 2008, did you gain any understanding about how the expense charge 01:49PM with respect to your policy operated? A. No. Q. How about the cost of insurance charge? Did you have an understanding as to how that would be assessed when you purchased the policy? 01:49PM 	3 4 5 6 7 8	MR. LISY: I'm entitled to ask the witness questions and the witness is entitled to give me answers. I'm entitled to the answers the witness gives to me. Whether you agree or disagree with them is not for MR. MILLSTEIN: Well, I don't disagree with them. He's not responding to yes or no
2 3 4 5 6 7 8 9 10 11	 Q. At any time since you purchased the policy through, let's say, the day before that you received the letter from Conseco in October of 2008, did you gain any understanding about how the expense charge 01:49PM with respect to your policy operated? A. No. Q. How about the cost of insurance charge? Did you have an understanding as to how that would be assessed when you purchased the policy? 01:49PM A. No. And I'm not even sure how they 	3 4 5 6 7 8 9 10 11	MR. LISY: I'm entitled to ask the witness questions and the witness is entitled to give me answers. I'm entitled to the answers the witness gives to me. Whether you agree or disagree with them is not for MR. MILLSTEIN: Well, I don't disagree with them. He's not responding to yes or no questions.
2 3 4 5 6 7 8 9 10 11 12	 Q. At any time since you purchased the policy through, let's say, the day before that you received the letter from Conseco in October of 2008, did you gain any understanding about how the expense charge 01:49PM with respect to your policy operated? A. No. Q. How about the cost of insurance charge? Did you have an understanding as to how that would be assessed when you purchased the policy? 01:49PM A. No. And I'm not even sure how they determine that. 	3 4 5 6 7 8 9 10 11 12	MR. LISY: I'm entitled to ask the witness questions and the witness is entitled to give me answers. I'm entitled to the answers the witness gives to me. Whether you agree or disagree with 01:51PM them is not for MR. MILLSTEIN: Well, I don't disagree with them. He's not responding to yes or no questions. MR. LISY: I don't appreciate your 01:51PM
2 3 4 5 6 7 8 9 10 11 12 13	 Q. At any time since you purchased the policy through, let's say, the day before that you received the letter from Conseco in October of 2008, did you gain any understanding about how the expense charge 01:49PM with respect to your policy operated? A. No. Q. How about the cost of insurance charge? Did you have an understanding as to how that would be assessed when you purchased the policy? 01:49PM A. No. And I'm not even sure how they determine that. Q. You weren't sure at the time? 	3 4 5 6 7 8 9 10 11 12 13	MR. LISY: I'm entitled to ask the witness questions and the witness is entitled to give me answers. I'm entitled to the answers the witness gives to me. Whether you agree or disagree with 01:51PM them is not for MR. MILLSTEIN: Well, I don't disagree with them. He's not responding to yes or no questions. MR. LISY: I don't appreciate your 01:51PM interrupting the witness. MR. MILLSTEIN: Well, you've made your record, Counsel, and I've made mine.
2 3 4 5 6 7 8 9 10 11 12 13 14	 Q. At any time since you purchased the policy through, let's say, the day before that you received the letter from Conseco in October of 2008, did you gain any understanding about how the expense charge 01:49PM with respect to your policy operated? A. No. Q. How about the cost of insurance charge? Did you have an understanding as to how that would be assessed when you purchased the policy? 01:49PM A. No. And I'm not even sure how they determine that. Q. You weren't sure at the time? A. I still have no idea how they determine 	3 4 5 6 7 8 9 10 11 12 13 14	MR. LISY: I'm entitled to ask the witness questions and the witness is entitled to give me answers. I'm entitled to the answers the witness gives to me. Whether you agree or disagree with 01:51PM them is not for MR. MILLSTEIN: Well, I don't disagree with them. He's not responding to yes or no questions. MR. LISY: I don't appreciate your 01:51PM interrupting the witness. MR. MILLSTEIN: Well, you've made your record, Counsel, and I've made mine. BY MR. LISY:
2 3 4 5 6 7 8 9 10 11 12 13 14 15	 Q. At any time since you purchased the policy through, let's say, the day before that you received the letter from Conseco in October of 2008, did you gain any understanding about how the expense charge 01:49PM with respect to your policy operated? A. No. Q. How about the cost of insurance charge? Did you have an understanding as to how that would be assessed when you purchased the policy? 01:49PM A. No. And I'm not even sure how they determine that. Q. You weren't sure at the time? A. I still have no idea how they determine that. 01:49PM 	3 4 5 6 7 8 9 10 11 12 13 14 15	MR. LISY: I'm entitled to ask the witness questions and the witness is entitled to give me answers. I'm entitled to the answers the witness gives to me. Whether you agree or disagree with 01:51PM them is not for MR. MILLSTEIN: Well, I don't disagree with them. He's not responding to yes or no questions. MR. LISY: I don't appreciate your 01:51PM interrupting the witness. MR. MILLSTEIN: Well, you've made your record, Counsel, and I've made mine. BY MR. LISY: Q. And, Dr. Kreps, before Mr. Millstein 01:51PM
2 3 4 5 6 7 8 9 10 11 12 13 14 15 16	 Q. At any time since you purchased the policy through, let's say, the day before that you received the letter from Conseco in October of 2008, did you gain any understanding about how the expense charge 01:49PM with respect to your policy operated? A. No. Q. How about the cost of insurance charge? Did you have an understanding as to how that would be assessed when you purchased the policy? 01:49PM A. No. And I'm not even sure how they determine that. Q. You weren't sure at the time? A. I still have no idea how they determine that. 01:49PM Q. Did you have any understanding as to 	3 4 5 6 7 8 9 10 11 12 13 14 15 16	MR. LISY: I'm entitled to ask the witness questions and the witness is entitled to give me answers. I'm entitled to the answers the witness gives to me. Whether you agree or disagree with 01:51PM them is not for MR. MILLSTEIN: Well, I don't disagree with them. He's not responding to yes or no questions. MR. LISY: I don't appreciate your 01:51PM interrupting the witness. MR. MILLSTEIN: Well, you've made your record, Counsel, and I've made mine. BY MR. LISY: Q. And, Dr. Kreps, before Mr. Millstein 01:51PM interrupted you I had asked you why you inquired
2 3 4 5 6 7 8 9 10 11 12 13 14 15 16 17	 Q. At any time since you purchased the policy through, let's say, the day before that you received the letter from Conseco in October of 2008, did you gain any understanding about how the expense charge 01:49PM with respect to your policy operated? A. No. Q. How about the cost of insurance charge? Did you have an understanding as to how that would be assessed when you purchased the policy? 01:49PM A. No. And I'm not even sure how they determine that. Q. You weren't sure at the time? A. I still have no idea how they determine that. 01:49PM Q. Did you have any understanding as to whether those costs could vary over time? 	3 4 5 6 7 8 9 10 11 12 13 14 15 16 17	MR. LISY: I'm entitled to ask the witness questions and the witness is entitled to give me answers. I'm entitled to the answers the witness gives to me. Whether you agree or disagree with 01:51PM them is not for MR. MILLSTEIN: Well, I don't disagree with them. He's not responding to yes or no questions. MR. LISY: I don't appreciate your 01:51PM interrupting the witness. MR. MILLSTEIN: Well, you've made your record, Counsel, and I've made mine. BY MR. LISY: Q. And, Dr. Kreps, before Mr. Millstein 01:51PM interrupted you I had asked you why you inquired about the cash value. I'll ask that question again
2 3 4 5 6 7 8 9 10 11 12 13 14 15 16 17 18	 Q. At any time since you purchased the policy through, let's say, the day before that you received the letter from Conseco in October of 2008, did you gain any understanding about how the expense charge 01:49PM with respect to your policy operated? A. No. Q. How about the cost of insurance charge? Did you have an understanding as to how that would be assessed when you purchased the policy? 01:49PM A. No. And I'm not even sure how they determine that. Q. You weren't sure at the time? A. I still have no idea how they determine that. 01:49PM Q. Did you have any understanding as to whether those costs could vary over time? A. No, not really. 	3 4 5 6 7 8 9 10 11 12 13 14 15 16 17 18	MR. LISY: I'm entitled to ask the witness questions and the witness is entitled to give me answers. I'm entitled to the answers the witness gives to me. Whether you agree or disagree with 01:51PM them is not for MR. MILLSTEIN: Well, I don't disagree with them. He's not responding to yes or no questions. MR. LISY: I don't appreciate your 01:51PM interrupting the witness. MR. MILLSTEIN: Well, you've made your record, Counsel, and I've made mine. BY MR. LISY: Q. And, Dr. Kreps, before Mr. Millstein 01:51PM interrupted you I had asked you why you inquired about the cash value. I'll ask that question again and could you please give me the answer: Why did
2 3 4 5 6 7 8 9 10 11 12 13 14 15 16 17 18 19	 Q. At any time since you purchased the policy through, let's say, the day before that you received the letter from Conseco in October of 2008, did you gain any understanding about how the expense charge 01:49PM with respect to your policy operated? A. No. Q. How about the cost of insurance charge? Did you have an understanding as to how that would be assessed when you purchased the policy? 01:49PM A. No. And I'm not even sure how they determine that. Q. You weren't sure at the time? A. I still have no idea how they determine that. 01:49PM Q. Did you have any understanding as to whether those costs could vary over time? A. No, not really. Q. Did you ever inquire of Conseco Life about 	3 4 5 6 7 8 9 10 11 12 13 14 15 16 17 18 19	MR. LISY: I'm entitled to ask the witness questions and the witness is entitled to give me answers. I'm entitled to the answers the witness gives to me. Whether you agree or disagree with 01:51PM them is not for MR. MILLSTEIN: Well, I don't disagree with them. He's not responding to yes or no questions. MR. LISY: I don't appreciate your 01:51PM interrupting the witness. MR. MILLSTEIN: Well, you've made your record, Counsel, and I've made mine. BY MR. LISY: Q. And, Dr. Kreps, before Mr. Millstein 01:51PM interrupted you I had asked you why you inquired about the cash value. I'll ask that question again and could you please give me the answer: Why did you inquire of Conseco Life about the cash value of
2 3 4 5 6 7 8 9 10 11 12 13 14 15 16 17 18 19 20	 Q. At any time since you purchased the policy through, let's say, the day before that you received the letter from Conseco in October of 2008, did you gain any understanding about how the expense charge 01:49PM with respect to your policy operated? A. No. Q. How about the cost of insurance charge? Did you have an understanding as to how that would be assessed when you purchased the policy? 01:49PM A. No. And I'm not even sure how they determine that. Q. You weren't sure at the time? A. I still have no idea how they determine that. 01:49PM Q. Did you have any understanding as to whether those costs could vary over time? A. No, not really. Q. Did you ever inquire of Conseco Life about the expense or cost of insurance charges associated 01:50PM 	3 4 5 6 7 8 9 10 11 12 13 14 15 16 17 18 19 20	MR. LISY: I'm entitled to ask the witness questions and the witness is entitled to give me answers. I'm entitled to the answers the witness gives to me. Whether you agree or disagree with 01:51PM them is not for MR. MILLSTEIN: Well, I don't disagree with them. He's not responding to yes or no questions. MR. LISY: I don't appreciate your 01:51PM interrupting the witness. MR. MILLSTEIN: Well, you've made your record, Counsel, and I've made mine. BY MR. LISY: Q. And, Dr. Kreps, before Mr. Millstein 01:51PM interrupted you I had asked you why you inquired about the cash value. I'll ask that question again and could you please give me the answer: Why did you inquire of Conseco Life about the cash value of your policy? 01:52PM
2 3 4 5 6 7 8 9 10 11 12 13 14 15 16 17 18 19 20 21	 Q. At any time since you purchased the policy through, let's say, the day before that you received the letter from Conseco in October of 2008, did you gain any understanding about how the expense charge 01:49PM with respect to your policy operated? A. No. Q. How about the cost of insurance charge? Did you have an understanding as to how that would be assessed when you purchased the policy? 01:49PM A. No. And I'm not even sure how they determine that. Q. You weren't sure at the time? A. I still have no idea how they determine that. 01:49PM Q. Did you have any understanding as to whether those costs could vary over time? A. No, not really. Q. Did you ever inquire of Conseco Life about the expense or cost of insurance charges associated 01:50PM with your policy? 	3 4 5 6 7 8 9 10 11 12 13 14 15 16 17 18 19 20 21	MR. LISY: I'm entitled to ask the witness questions and the witness is entitled to give me answers. I'm entitled to the answers the witness gives to me. Whether you agree or disagree with 01:51PM them is not for MR. MILLSTEIN: Well, I don't disagree with them. He's not responding to yes or no questions. MR. LISY: I don't appreciate your 01:51PM interrupting the witness. MR. MILLSTEIN: Well, you've made your record, Counsel, and I've made mine. BY MR. LISY: Q. And, Dr. Kreps, before Mr. Millstein 01:51PM interrupted you I had asked you why you inquired about the cash value. I'll ask that question again and could you please give me the answer: Why did you inquire of Conseco Life about the cash value of your policy? 01:52PM A. The at the time it was to find out what
2 3 4 5 6 7 8 9 10 11 12 13 14 15 16 17 18 19 20 21 22	 Q. At any time since you purchased the policy through, let's say, the day before that you received the letter from Conseco in October of 2008, did you gain any understanding about how the expense charge 01:49PM with respect to your policy operated? A. No. Q. How about the cost of insurance charge? Did you have an understanding as to how that would be assessed when you purchased the policy? 01:49PM A. No. And I'm not even sure how they determine that. Q. You weren't sure at the time? A. I still have no idea how they determine that. 01:49PM Q. Did you have any understanding as to whether those costs could vary over time? A. No, not reafly. Q. Did you ever inquire of Conseco Life about the expense or cost of insurance charges associated 01:50PM with your policy? MR. MILLSTEIN: Objection. Vague. 	3 4 5 6 7 8 9 10 11 12 13 14 15 16 17 18 19 20 21 22	MR. LISY: I'm entitled to ask the witness questions and the witness is entitled to give me answers. I'm entitled to the answers the witness gives to me. Whether you agree or disagree with 01:51PM them is not for MR. MILLSTEIN: Well, I don't disagree with them. He's not responding to yes or no questions. MR. LISY: I don't appreciate your 01:51PM interrupting the witness. MR. MILLSTEIN: Well, you've made your record, Counsel, and I've made mine. BY MR. LISY: Q. And, Dr. Kreps, before Mr. Millstein 01:51PM interrupted you I had asked you why you inquired about the cash value. I'll ask that question again and could you please give me the answer: Why did you inquire of Conseco Life about the cash value of your policy? 01:52PM A. The at the time it was to find out what the cash value was and how much I could take out
2 3 4 5 6 7 8 9 10 11 12 13 14 15 16 17 18 19 20 21 22 23	 Q. At any time since you purchased the policy through, let's say, the day before that you received the letter from Conseco in October of 2008, did you gain any understanding about how the expense charge 01:49PM with respect to your policy operated? A. No. Q. How about the cost of insurance charge? Did you have an understanding as to how that would be assessed when you purchased the policy? 01:49PM A. No. And I'm not even sure how they determine that. Q. You weren't sure at the time? A. I still have no idea how they determine that. Q. Did you have any understanding as to whether those costs could vary over time? A. No, not really. Q. Did you ever inquire of Conseco Life about the expense or cost of insurance charges associated 01:50PM with your policy? MR. MILLSTEIN: Objection. Vague. BY MR. LISY: 	3 4 5 6 7 8 9 10 11 12 13 14 15 16 17 18 19 20 21 22 23	MR. LISY: I'm entitled to ask the witness questions and the witness is entitled to give me answers. I'm entitled to the answers the witness gives to me. Whether you agree or disagree with 01:51PM them is not for MR. MILLSTEIN: Well, I don't disagree with them. He's not responding to yes or no questions. MR. LISY: I don't appreciate your 01:51PM interrupting the witness. MR. MILLSTEIN: Well, you've made your record, Counsel, and I've made mine. BY MR. LISY: Q. And, Dr. Kreps, before Mr. Millstein 01:51PM interrupted you I had asked you why you inquired about the cash value. I'll ask that question again and could you please give me the answer: Why did you inquire of Conseco Life about the cash value of your policy? 01:52PM A. The at the time it was to find out what the cash value was and how much I could take out without it affecting the policy, the term of the
2 3 4 5 6 7 8 9 10 11 12 13 14 15 16 17 18 19 20 21 22	 Q. At any time since you purchased the policy through, let's say, the day before that you received the letter from Conseco in October of 2008, did you gain any understanding about how the expense charge 01:49PM with respect to your policy operated? A. No. Q. How about the cost of insurance charge? Did you have an understanding as to how that would be assessed when you purchased the policy? 01:49PM A. No. And I'm not even sure how they determine that. Q. You weren't sure at the time? A. I still have no idea how they determine that. 01:49PM Q. Did you have any understanding as to whether those costs could vary over time? A. No, not reafly. Q. Did you ever inquire of Conseco Life about the expense or cost of insurance charges associated 01:50PM with your policy? MR. MILLSTEIN: Objection. Vague. 	3 4 5 6 7 8 9 10 11 12 13 14 15 16 17 18 19 20 21 22	MR. LISY: I'm entitled to ask the witness questions and the witness is entitled to give me answers. I'm entitled to the answers the witness gives to me. Whether you agree or disagree with 01:51PM them is not for MR. MILLSTEIN: Well, I don't disagree with them. He's not responding to yes or no questions. MR. LISY: I don't appreciate your 01:51PM interrupting the witness. MR. MILLSTEIN: Well, you've made your record, Counsel, and I've made mine. BY MR. LISY: Q. And, Dr. Kreps, before Mr. Millstein 01:51PM interrupted you I had asked you why you inquired about the cash value. I'll ask that question again and could you please give me the answer: Why did you inquire of Conseco Life about the cash value of your policy? 01:52PM A. The at the time it was to find out what the cash value was and how much I could take out

24 (Pages 90 to 93)

	Case3:10-md-02124-SI Document26	-12	
	Page 94		Page 96
1	considering a loan on the policy?	1	Q. And in going through Mr. Winston's office,
2	A. Yes.	2	what information were you seeking to obtain from the
3	Q. Were there other times that you inquired	3	company?
4	about the cash value of the policy?	4	A. Probably
5	A. No. Only the two times that I inquired 01:52PM	5	MR. MILLSTEIN: Objection. Lacks 01:57PM
6	about a loan, and the last time I inquired about it	6	foundation. Calls for speculation.
7	was when I was determining whether or not I should	7	BY MR. LISY:
8	cash out the policy.	8	Q. You can answer.
9	Q. When you inquired about the cash value of	9	A. What was your question again? I got lost.
10	your policy from Conseco, did you receive a response 01:53PM	10	
11	from the company?	11	you were inquiring of the company about certain
12	A. Î don't recali. I must have.	12	information and you said that you probably went
13	Q. The accumulated value portion of your	13	through Mr. Winston's office. Do I have that right?
14	annual statement that you said you referenced from	14	A. Yes.
15	time to time, did you ever do a comparison of that 01:53PM	15	Q. Okay. In going through Mr. Winston's 01:57PM
16 17	to any value in your insurance policy? The hard copy of the policy itself.	16	office, what information were you seeking to get?
17	A. Oh, no.	17	MR. MILLSTEIN: Objection. Lacks
19		18	foundation. Calls for speculation.
20	(Whereupon, Defendant's Exhibit 66 was marked for identification.) 01:54PM	19	THE WITNESS: What I could borrow from the
21	BY MR. LISY:	20	policy values, the cash value. 01:57PM BY MR. LISY:
22	Q. Have you seen this document before?	22	
23	A. I don't recall.	23	Q. Do you recall when you took a loan on the policy?
24	Q. Let's turn to the second page. When you	23	A. Not really. I know one of them was
25	called Conseco to inquire about the cash value of 01:55PM	25	shortly before I bought the policy in 2002. 01:57PM
			shorty before roought the poncy in 2002. 01.57PM
	Page 95		Page 97
1	your policy, are any of the values on the second	1	Q. The Indy Life policy?
2	page the number that you were calling to inquire	2	A. Yeah.
3	about?	3	Q. The document that has been marked as
4	A. Oh, I don't recall that.	4	Defendant's Exhibit 66, do you maintain a file at
5	Q. And by that I mean not the particular 01:56PM	5	your home of annual statements like this document? 01:58PM
6	number that's reflected on this statement; but, for	6	 Probably. I never throw anything away.
7	example, there's an entry for a death benefit of	7	Q. Would those possibly be in the garage
8	\$1 million, and below that there's a value for the	8	file?
9	accumulation account, and below that there's a value	9	A. That's right.
10	for the cash surrender value. 01:56PM	10	(Whereupon, Defendant's Exhibit 67 was 01:59PM
11	When you called to inquire, were those	11	marked for identification.)
12	were any of those numbers what you were calling to	12	THE WITNESS: Okay.
13	inquire about?	13	BY MR. LISY:
14	MR. MILLSTEIN: Objection. Vague. Are you referring to the numbers in the 01:56PM	14	Q. Have you seen this document before?
115		15	A. I don't recall whether I have or not. 02:00PM
15		10	
16	document or categories or what? I believe it's	16	Q. Does it look like the kind of annual
16 17	document or categories or what? I believe it's vague.	17	statement that you would receive from the company?
16 17 18	document or categories or what? I believe it's vague. MR. LISY: Yes, categories.	17 18	statement that you would receive from the company? A. Yes.
16 17 18 19	document or categories or what? I believe it's vague. MR. LISY: Yes, categories. BY MR. LISY:	17 18 19	statement that you would receive from the company?A. Yes.Q. If you turn to the second page of the
16 17 18 19 20	document or categories or what? I believe it's vague. MR. LISY: Yes, categories. BY MR. LISY: Q. So not the particular numbers that are 01:56PM	17 18 19 20	statement that you would receive from the company?A. Yes.Q. If you turn to the second page of the document, there's a reference to a surrender charge 02:00PM
16 17 18 19 20 21	document or categories or what? I believe it's vague. MR. LISY: Yes, categories. BY MR. LISY: Q. So not the particular numbers that are 01:56PM listed here, but, for example, the cash surrender	17 18 19 20 21	 statement that you would receive from the company? A. Yes. Q. If you turn to the second page of the document, there's a reference to a surrender charge 02:00PM of approximately \$34,000. It's about it's the
16 17 18 19 20 21 22	 document or categories or what? I believe it's vague. MR. LISY: Yes, categories. BY MR. LISY: Q. So not the particular numbers that are 01:56PM listed here, but, for example, the cash surrender value at whatever time that you called. 	17 18 19 20 21 22	 statement that you would receive from the company? A. Yes. Q. If you turn to the second page of the document, there's a reference to a surrender charge 02:00PM of approximately \$34,000. It's about it's the second line in from the top, the second sentence
16 17 18 19 20 21 22 23	 document or categories or what? I believe it's vague. MR. LISY: Yes, categories. BY MR. LISY: Q. So not the particular numbers that are 01:56PM listed here, but, for example, the cash surrender value at whatever time that you called. A. Okay. I probably did not call them 	 17 18 19 20 21 22 23 	 statement that you would receive from the company? A. Yes. Q. If you turn to the second page of the document, there's a reference to a surrender charge 02:00PM of approximately \$34,000. It's about it's the second line in from the top, the second sentence in from the top.
16 17 18 19 20 21 22	 document or categories or what? I believe it's vague. MR. LISY: Yes, categories. BY MR. LISY: Q. So not the particular numbers that are 01:56PM listed here, but, for example, the cash surrender value at whatever time that you called. 	17 18 19 20 21 22	 statement that you would receive from the company? A. Yes. Q. If you turn to the second page of the document, there's a reference to a surrender charge 02:00PM of approximately \$34,000. It's about it's the second line in from the top, the second sentence

25 (Pages 94 to 97)

1	Case3:10-md-02124-SI Document26		Ũ
1	Page 98 considered surrendering your policy?		Page 100
2	A. Maybe three months ago.		Q. Okay. And what was that understanding?
3	Q. It would have been late 2009?	$\begin{vmatrix} 2\\ 3 \end{vmatrix}$	A. That it was that there would be interest on that.
4	A. Yeah.	4	
5	Q. What was the reason for considering the 02:01PM	5	Q. What was your understanding as to what that interest would be? 02:04PM
6	surrender at that time?	6	
7	A. So that I could obtain the residual cash	7	A. I wasn't certain. I couldn't tell you.
8	value, as I had explored other options and it did	8	Q. Did you review any documents at the time to try and determine what that interest rate would
9	not appear reasonable to leave that money in there	9	be?
10	if the policy was going to disappear in two years. 02:02PM	10	
11	Q. You said "other options." What do you	11	time.
12	mean by that?	12	Q. Did you speak with anyone other than your
13	A. Financial options. What I could do with	13	attorneys about what that interest rate might be?
14	the money.	14	A. My financiał advisor.
15	Q. I see. Was 02:02PM	15	Q. Mr. Killean? 02:04PM
16	A. With the cash. With the cash surrender	16	A. Yes.
17	value.	17	Q. When did you speak with him?
18	Q. Was purchasing life insurance	18	A. Prior to that.
19	A. One of the options.	19	Q. One occasion?
20	Q. Were there other options? 02:02PM	20	A. No. A number of occasions, I'm sure. It 02:05PM
21	 Well, you can always put money in a CD. 	21	was very difficult to get any information from the
22	Q. At the time you were considering	22	company at that time.
23	surrendering the policy, did you feel that you	23	Q. Did you make attempts to get information
24	could get a better investment return by using	24	from the company?
25	your money in some other kind of investment? 02:03PM	25	A. My financial advisor apparently called 02:05PM
	Page 99		Page 101
ł	MR. MILLSTEIN: Objection. Lacks	1	them almost daily.
2	foundation. Vague and ambiguous.	2	Q. Do you know what kind of a response, if
3	THE WITNESS: Probably.	3	any, he received?
4	BY MR. LISY:	4	A. They were told that the policy was
5	Q. Did you understand at the time whether you 02:03PM	5	in review and that they couldn't give him any 02:05PM
6	were getting any kind of return on your accumulation	6	information.
	account value?	7	Q. Did you ultimately obtain any information
8	MR. MILLSTEIN: Objection. Vague.	8	about your policy at that time?
9	THE WITNESS: I'm sorry. Would you repeat	9	MR. MILLSTEIN: Objection. Vague.
10	the question? I don't understand. If I could get 02:03PM what?	10	THE WITNESS: I don't remember really. 02:05PM
11	BY MR. LISY:		Oh, I did get a letter. I did get a letter.
13	Q. Let me take a step back. J'll withdraw it	12	BY MR. LISY:
	and ask you another question.	13 14	Q. From the company?
		14	A. Yes. I don't recall the date.
14	At the time you were considering 02:02 DM		Q. Do you recall the content of the letter? 02:06PM
14 15	At the time you were considering 02:03PM surrendering your policy there was an accumulated		A It showed the each value and the amount of
14 15 16	surrendering your policy there was an accumulated	16	A. It showed the cash value and the amount of
14 15 16 17		16 17	premiums I had paid. I never received a statement
14 15 16	surrendering your policy there was an accumulated cash value. A. Correct.	16 17 18	premiums I had paid. I never received a statement like I didn't receive a statement like this
14 15 16 17 18	surrendering your policy there was an accumulated cash value. A. Correct. Q. And at the time you had an understanding	16 17 18 19	premiums I had paid. I never received a statement like I didn't receive a statement like this (indicating).
14 15 16 17 18 19	surrendering your policy there was an accumulated cash value. A. Correct.	16 17 18 19 20	premiums I had paid. I never received a statement like I didn't receive a statement like this (indicating). MR. MILLSTEIN: The record will reflect 02:06PM
14 15 16 17 18 19 20	surrendering your policy there was an accumulated cash value. A. Correct. Q. And at the time you had an understanding of what that cash value was. A. Yes.	16 17 18 19 20 21	premiums I had paid. I never received a statement like I didn't receive a statement like this (indicating). MR. MILLSTEIN: The record will reflect 02:06PM the witness is referring to Exhibit 67.
14 15 16 17 18 19 20 21	surrendering your policy there was an accumulated cash value. A. Correct. Q. And at the time you had an understanding of what that cash value was. Q. Did you have an understanding as to	16 17 18 19 20 21 22	premiums I had paid. I never received a statement like I didn't receive a statement like this (indicating). MR. MILLSTEIN: The record will reflect 02:06PM the witness is referring to Exhibit 67. BY MR. LISY:
14 15 16 17 18 19 20 21 22	surrendering your policy there was an accumulated cash value. A. Correct. Q. And at the time you had an understanding of what that cash value was. A. Yes.	16 17 18 19 20 21	premiums I had paid. I never received a statement like I didn't receive a statement like this (indicating). MR. MILLSTEIN: The record will reflect 02:06PM the witness is referring to Exhibit 67. BY MR. LISY: Q. Who made the decision to surrender your
14 15 16 17 18 19 20 21 22 23	surrendering your policy there was an accumulated cash value. A. Correct. Q. And at the time you had an understanding of what that cash value was. Q. Did you have an understanding as to whether that cash value was earning interest or	16 17 18 19 20 21 22 23	premiums I had paid. I never received a statement like I didn't receive a statement like this (indicating). MR. MILLSTEIN: The record will reflect 02:06PM the witness is referring to Exhibit 67. BY MR. LISY:

26 (Pages 98 to 101)

	Case3:10-md-02124-SI Document26-	12	Filed04/22/10 Page28 of 37
	Page 102		Page 10
1	Q. Did Mr. Killean advise you to do so?	1	Q. So at that time
2	A. Mr. Killean had helped me explore various	2	A. Which time?
3	options and to determine what would be the best	3	Q. The time that you surrendered
4	option.	4	A. Okay.
5	Q. And correct me if I've got this wrong. 02:07PM	5	Q your policy, did you have any 02:10PM
6	I think earlier you said that you received some	6	understanding about whether that \$500,000 would
7	correspondence from the company in late 2008 and	7	be required to be paid?
8	that's what got you thinking about surrendering	8	MR. MILLSTEIN: Objection. Vague. Calls
9	the policy. Do I have that right?	9	for a legal conclusion.
10	A. No. I did receive correspondence in late 02:07PM	10	THE WITNESS: The money that they said 02:10PM
11	2008, but that isn't when I started thinking about	11	I would have to pay to keep my policy in force to
12	surrendering it because I didn't know enough about	12	age 95 is the money that I was talking about. And
13	it at the time and I didn't consider the surrender	13	at that time, no, I would not be required to do
14	until I found out what my options would be in middle	14	that. It was that was a payment of 340 some
15	and late 2009. We couldn't get any information from 02:07PM	15	thousand dollars plus monthly premiums beginning 02:11PM
16	the company during that period of time	16	at I forget exactly the date that that would
17	Q. I see.	17	start, and that total amount up to age 95 would be
18	A of significance.	18	the additional 500 and some thousand dollars. But
19	Q. And by finding out what your options would	19	it was only if I was paying premiums along and only
20	be, you were working with Mr. Killean? 02:08PM	20	if I paid the shortfall. 02:11PM
21	A. Yes.	21	BY MR. LISY:
22	Q. Anyone else?	22	Q. It was your understanding at the time
23	A. No.	23	that if you wanted to keep your insurance policy,
24	Q. At the time you surrendered your Conseco	24	you would have to pay those moneys?
25	Life policy, your Mass General policy, had you 02:08PM	25	A. Correct. 02:11PM
			······································
	Page 103	1	Page 105
	obtained additional life insurance from Aviva?	1	MR. MILLSTEIN: Objection. Calls for a
2	A. Yes, I was in the process.	2	legal conclusion.
3	Q. And had that Aviva policy issued at the	3	BY MR. LISY:
4	time you surrendered your Mass General/Conseco	4	Q. What was your understanding at the time
5	policy? 02:09PM	5	you surrendered your policy about what would happen 02:11PM
6	A. I think the month before. Maybe a week,	6	if you didn't pay those moneys?
7	two weeks, three weeks, I don't recall the exact	7	MR. MILLSTEIN: Same objection.
8	date.	8	THE WITNESS: According to the letter that
9	Q. At the time that you decided to	9	I received, the policy would tapse at age 80.
10	surrender your insurance policy, did you have any 02:09PM	10	BY MR. LISY: 02:12PM
11	understanding about whether the amount of money that	11	Q. Was that something that you discussed with
12	the company had asked you to pay would be demanded?	12	Mr. Killean?
1 2	MD MILLSTEIN, Objection Verse		
13	MR. MILLSTEIN: Objection. Vague.	13	A. Oh. yes.
14	BY MR. LISY:	14	(Whereupon, Defendant's Exhibit 68 was
14 15	BY MR. LISY: Q. I'll try it a different way with a little 02:09PM	14 15	(Whereupon. Defendant's Exhibit 68 was marked for identification.) 02:14PM
14 15 16	BY MR. LISY: Q. I'll try it a different way with a little 02:09PM bit of context.	14 15 16	(Whereupon, Defendant's Exhibit 68 was marked for identification.) 02:14PM THE WITNESS: Okay.
14 15 16 17	BY MR. LISY: Q. I'll try it a different way with a little 02:09PM bit of context. Earlier we had talked about a letter that	14 15 16 17	(Whereupon, Defendant's Exhibit 68 was marked for identification.) 02:14PM THE WITNESS: Okay, BY MR. LISY:
14 15 16 17 18	BY MR. LISY: Q. I'll try it a different way with a little 02:09PM bit of context. Earlier we had talked about a letter that you had gotten from the company asking you to pay	14 15 16 17 18	 (Whereupon. Defendant's Exhibit 68 was marked for identification.) 02:14PM THE WITNESS: Okay. BY MR. LISY: Q. Have you seen this document before?
14 15 16 17 18 19	BY MR. LISY: Q. I'll try it a different way with a little 02:09PM bit of context. Earlier we had talked about a letter that you had gotten from the company asking you to pay which you believed to be about \$500,000.	14 15 16 17 18 19	 (Whereupon. Defendant's Exhibit 68 was marked for identification.) 02:14PM THE WITNESS: Okay. BY MR. LISY: Q. Have you seen this document before? A. Oh, yes.
14 15 16 17 18 19 20	BY MR. LISY: Q. I'll try it a different way with a little 02:09PM bit of context. Earlier we had talked about a letter that you had gotten from the company asking you to pay which you believed to be about \$500,000. A. That would have been the total. 02:10PM	14 15 16 17 18 19 20	 (Whereupon, Defendant's Exhibit 68 was marked for identification.) 02:14PM THE WITNESS: Okay. BY MR, LISY: Q. Have you seen this document before? A. Oh, yes. Q. And what is it? 02:15PM
14 15 16 17 18 19 20 21	 BY MR. LISY: Q. I'll try it a different way with a little 02:09PM bit of context. Earlier we had talked about a letter that you had gotten from the company asking you to pay which you believed to be about \$500,000. A. That would have been the total. 02:10PM Q. Okay. It was after that that you made the 	14 15 16 17 18 19 20 21	 (Whereupon. Defendant's Exhibit 68 was marked for identification.) 02:14PM THE WITNESS: Okay. BY MR. LISY: Q. Have you seen this document before? A. Oh, yes. Q. And what is it? 02:15PM A. It's a letter from Conseco Life Insurance
14 15 16 17 18 19 20 21 22	 BY MR. LISY: Q. I'll try it a different way with a little 02:09PM bit of context. Earlier we had talked about a letter that you had gotten from the company asking you to pay which you believed to be about \$500,000. A. That would have been the total. 02:10PM Q. Okay. It was after that that you made the decision to surrender your policy? 	14 15 16 17 18 19 20 21 22	 (Whereupon, Defendant's Exhibit 68 was marked for identification.) 02:14PM THE WITNESS: Okay, BY MR, LISY: Q. Have you seen this document before? A. Oh, yes. Q. And what is it? 02:15PM A. It's a letter from Conseco Life Insurance Company.
14 15 16 17 18 19 20 21 21 22 23	 BY MR. LISY: Q. I'll try it a different way with a little 02:09PM bit of context. Earlier we had talked about a letter that you had gotten from the company asking you to pay which you believed to be about \$500,000. A. That would have been the total. 02:10PM Q. Okay. It was after that that you made the decision to surrender your policy? A. (Witness nods.) 	 14 15 16 17 18 19 20 21 22 23 	 (Whereupon, Defendant's Exhibit 68 was marked for identification.) 02;14PM THE WITNESS: Okay, BY MR, LISY: Q. Have you seen this document before? A. Oh, yes. Q. And what is it? 02:15PM A. It's a letter from Conseco Life Insurance Company. Q. Did you receive this letter?
14 15 16 17 18 19 20 21 21 22	 BY MR. LISY: Q. I'll try it a different way with a little 02:09PM bit of context. Earlier we had talked about a letter that you had gotten from the company asking you to pay which you believed to be about \$500,000. A. That would have been the total. 02:10PM Q. Okay. It was after that that you made the decision to surrender your policy? 	14 15 16 17 18 19 20 21 22	 (Whereupon, Defendant's Exhibit 68 was marked for identification.) 02:14PM THE WITNESS: Okay, BY MR, LISY: Q. Have you seen this document before? A. Oh, yes. Q. And what is it? 02:15PM A. It's a letter from Conseco Life Insurance Company.

27 (Pages 102 to 105)

1	Case3:10-md-02124-SI Document26	12	Filed04/22/10 Page29 of 37
1	Page 106	-	Page 108
1	A. I did.	1	A. Yes.
2	Q. Did you discuss this letter with	2	Q. Did you discuss them with anyone else
3	Mr. Killean?	3	other than your attorneys?
4	A. l did.	4	A. My wife.
5	Q. Is this the letter from which you gained 02:15PM	5	Q. Anyone else? 02:18PM
6	your understanding that the policy would lapse by	6	A. Oh, she didn't count? No.
7	age 80 if you didn't make certain payments?	7	Q. Do you have any understanding of what
8	A. Correct.	8	the phrase "continuation of insurance" means as it
9	Q. Can you show me where that is in here?	9	relates to your policy?
10	A. Page oh, these aren't numbered. Yeah, 02:15PM	10	
11	up at the top it says "Page 22"	11	I could define that accurately.
12	Q. I'm sorry to interrupt you. If you look	12	Q. Have you ever heard it used before?
13	at the bottom right hand	13	A. Yeah.
14	A. Okay.	14	Q. By who?
15	Q let's use those. 02:15PM	15	A. Well, I mean, I've read it someplace. 02:18PM
16	A. 132.	16	I don't know that I've ever heard anybody use the
17	Q. Is there a specific entry on this page	17	phrase other than you.
18	that informed your understanding of what would	18	Q. Did you talk about continuation of
19 20	happen by your age 80? A. Yes. 02:16PM	19	insurance with Mr. Killean?
21		20	A. I don't recall specifically talking about 02:18PM
22	Q. Can you explain that to me, please.A. Where it says that at age 80 that the	21	that particular phrase.
23	death benefit would be zero, over on the right.	22	Q. I'd like to direct you to the third
24	Well, age 81.	23	page that has a number of "127" down in the bottom right-hand corner.
25	Q. Have you ever heard this document referred 02:16PM	24	A. 127. 02:19PM
		Ľ.	A. 127. 02.19FW
	Page 107		Page 109
1	to as an "illustration"?	1	Q. It's the last paragraph that starts, "We
2	A. I'm sorry?	1 2	
F ~		÷	have enclosed three projections of the expected
3	Q. Have you ever heard this referred to as an	3	have enclosed three projections of the expected future performance."
3	"illustration"?	3	
	"illustration"? A. I think it says that someplace. Yes, "an 02:16PM	_	future performance."
4	"illustration"? A. I think it says that someplace. Yes, "an 02:16PM in force life insurance illustration."	4	future performance." A. Uh-huh. Q. It refers to the projections as 02:19PM illustrations.
4 5 6 7	"illustration"? A. I think it says that someplace. Yes, "an 02:16PM in force life insurance illustration." Q. And what is your understanding of what an	4 5 6 7	future performance." A. Uh-huh. Q. It refers to the projections as 02:19PM illustrations. Do you see the third sentence in that
4 5 6 7 8	"illustration"? A. I think it says that someplace. Yes, "an 02:16PM in force life insurance illustration." Q. And what is your understanding of what an illustration is?	4 5 6 7 8	future performance." A. Uh-huh. Q. It refers to the projections as 02:19PM illustrations. Do you see the third sentence in that paragraph states, "The second illustration assumes
4 5 6 7 8 9	 "illustration"? A. I think it says that someplace. Yes, "an 02:16PM in force life insurance illustration." Q. And what is your understanding of what an illustration is? A. It's a projection based upon certain 	4 5 6 7 8 9	future performance." A. Uh-huh. Q. It refers to the projections as 02:19PM illustrations. Do you see the third sentence in that paragraph states, "The second illustration assumes that you do not pay the shortfall amount and assumes
4 5 6 7 8 9 10	 "illustration"? A. I think it says that someplace. Yes, "an 02:16PM in force life insurance illustration." Q. And what is your understanding of what an illustration is? A. It's a projection based upon certain variables. 02:17PM 	4 5 6 7 8 9 10	future performance." A. Uh-huh. Q. It refers to the projections as 02:19PM illustrations. Do you see the third sentence in that paragraph states, "The second illustration assumes that you do not pay the shortfall amount and assumes no further premium payments under the continuation 02:19PM
4 5 7 8 9 10 11	 "illustration"? A. I think it says that someplace. Yes, "an 02:16PM in force life insurance illustration." Q. And what is your understanding of what an illustration is? A. It's a projection based upon certain variables. 02:17PM Q. Okay. The illustration that you pointed 	4 5 6 7 8 9 10	future performance." A. Uh-huh. Q. It refers to the projections as 02:19PM illustrations. Do you see the third sentence in that paragraph states, "The second illustration assumes that you do not pay the shortfall amount and assumes no further premium payments under the continuation 02:19PM of insurance provision."
4 5 6 7 8 9 10 11 12	 "illustration"? A. I think it says that someplace. Yes, "an 02:16PM in force life insurance illustration." Q. And what is your understanding of what an illustration is? A. It's a projection based upon certain variables. 02:17PM Q. Okay. The illustration that you pointed me to at No. 132 is one illustration. Do you see 	4 5 6 7 8 9 10 11 12	future performance." A. Uh-huh. Q. It refers to the projections as 02:19PM illustrations. Do you see the third sentence in that paragraph states, "The second illustration assumes that you do not pay the shortfall amount and assumes no further premium payments under the continuation 02:19PM of insurance provision." A. Uh-huh.
4 5 7 8 9 10 11 12 13	 "illustration"? A. I think it says that someplace. Yes, "an 02:16PM in force life insurance illustration." Q. And what is your understanding of what an illustration is? A. It's a projection based upon certain variables. 02:17PM Q. Okay. The illustration that you pointed me to at No. 132 is one illustration. Do you see that there are two other illustrations that are 	4 5 6 7 8 9 10 11 12 13	future performance." A. Uh-huh. Q. It refers to the projections as 02:19PM illustrations. Do you see the third sentence in that paragraph states, "The second illustration assumes that you do not pay the shortfall amount and assumes no further premium payments under the continuation 02:19PM of insurance provision." A. Uh-huh. Q. Did you review that illustration with
4 5 6 7 8 9 10 11 12 13 14	 "illustration"? A. I think it says that someplace. Yes, "an 02:16PM in force life insurance illustration." Q. And what is your understanding of what an illustration is? A. It's a projection based upon certain variables. 02:17PM Q. Okay. The illustration that you pointed me to at No. 132 is one illustration. Do you see that there are two other illustrations that are A. Oh, yes. 	4 5 6 7 8 9 10 11 12 13 14	future performance." A. Uh-huh. Q. It refers to the projections as 02:19PM illustrations. Do you see the third sentence in that paragraph states, "The second illustration assumes that you do not pay the shortfall amount and assumes no further premium payments under the continuation 02:19PM of insurance provision." A. Uh-huh. Q. Did you review that illustration with Mr. Killean?
4 5 6 7 8 9 10 11 12 13 14 15	 "illustration"? A. I think it says that someplace. Yes, "an 02:16PM in force life insurance illustration." Q. And what is your understanding of what an illustration is? A. It's a projection based upon certain variables. 02:17PM Q. Okay. The illustration that you pointed me to at No. 132 is one illustration. Do you see that there are two other illustrations that are A. Oh, yes. Q attached to this letter? 02:17PM 	4 5 7 8 9 10 11 12 13 14 15	future performance." A. Uh-huh. Q. It refers to the projections as 02:19PM illustrations. Do you see the third sentence in that paragraph states, "The second illustration assumes that you do not pay the shortfall amount and assumes no further premium payments under the continuation 02:19PM of insurance provision." A. Uh-huh. Q. Did you review that illustration with Mr. Killean? A. Yes, I think so. I don't know if I 02:20PM
4 5 6 7 8 9 10 11 12 13 14 15 16	 "illustration"? A. I think it says that someplace. Yes, "an 02:16PM in force life insurance illustration." Q. And what is your understanding of what an illustration is? A. It's a projection based upon certain variables. 02:17PM Q. Okay. The illustration that you pointed me to at No. 132 is one illustration. Do you see that there are two other illustrations that are A. Oh, yes. Q attached to this letter? 02:17PM A. Yes. I'm well aware of those. 	4 5 7 8 9 10 11 12 13 14 15 16	 future performance." A. Uh-huh. Q. It refers to the projections as 02:19PM illustrations. Do you see the third sentence in that paragraph states, "The second illustration assumes that you do not pay the shortfall amount and assumes no further premium payments under the continuation 02:19PM of insurance provision." A. Uh-huh. Q. Did you review that illustration with Mr. Killean? A. Yes, I think so. I don't know if I 02:20PM
4 5 7 8 9 10 11 12 13 14 15 16 17	 "illustration"? A. I think it says that someplace. Yes, "an 02:16PM in force life insurance illustration." Q. And what is your understanding of what an illustration is? A. It's a projection based upon certain variables. 02:17PM Q. Okay. The illustration that you pointed me to at No. 132 is one illustration. Do you see that there are two other illustrations that are A. Oh, yes. Q attached to this letter? Q. What's your understanding of those 	4 5 6 7 8 9 10 11 12 13 14 15 16 17	 future performance." A. Uh-huh. Q. It refers to the projections as 02:19PM illustrations. Do you see the third sentence in that paragraph states, "The second illustration assumes that you do not pay the shortfall amount and assumes no further premium payments under the continuation 02:19PM of insurance provision." A. Uh-huh. Q. Did you review that illustration with Mr. Killean? A. Yes, I think so. I don't know if 1 02:20PM reviewed that specific thing with him. I don't recall for certain.
4 5 7 8 9 10 11 12 13 14 15 16 17 18	 "illustration"? A. I think it says that someplace. Yes, "an 02:16PM in force life insurance illustration." Q. And what is your understanding of what an illustration is? A. It's a projection based upon certain variables. 02:17PM Q. Okay. The illustration that you pointed me to at No. 132 is one illustration. Do you see that there are two other illustrations that are A. Oh, yes. Q attached to this letter? Q. What's your understanding of those illustrations? 	4 5 6 7 8 9 10 11 12 13 14 15 16 17 18	future performance." A. Uh-huh. Q. It refers to the projections as 02:19PM illustrations. Do you see the third sentence in that paragraph states, "The second illustration assumes that you do not pay the shortfall amount and assumes that you do not pay the shortfall amount and assumes no further premium payments under the continuation 02:19PM of insurance provision." A. Uh-huh. Q. Did you review that illustration with Mr. Killean? A. Yes, I think so. I don't know if I 02:20PM reviewed that specific thing with him. I don't recall for certain. Q. Did you have any discussion with
4 5 6 7 8 9 10 11 12 13 14 15 16 17 18 19	 "illustration"? A. I think it says that someplace. Yes, "an 02:16PM in force life insurance illustration." Q. And what is your understanding of what an illustration is? A. It's a projection based upon certain variables. 02:17PM Q. Okay. The illustration that you pointed me to at No. 132 is one illustration. Do you see that there are two other illustrations that are A. Oh, yes. Q attached to this letter? 02:17PM A. Yes. I'm well aware of those. Q. What's your understanding of those illustrations? A. That they required premium payments and 	4 5 6 7 8 9 10 11 12 13 14 15 16 17 18 [9	 future performance." A. Uh-huh. Q. It refers to the projections as 02:19PM illustrations. Do you see the third sentence in that paragraph states, "The second illustration assumes that you do not pay the shortfall amount and assumes no further premium payments under the continuation 02:19PM of insurance provision." A. Uh-huh. Q. Did you review that illustration with Mr. Killean? A. Yes, I think so. I don't know if 1 02:20PM reviewed that specific thing with him. I don't recall for certain. Q. Did you have any discussion with Mr. Killean about what would happen if you did not
4 5 6 7 8 9 10 11 12 13 14 15 16 17 18 19 20	 "illustration"? A. I think it says that someplace. Yes, "an 02:16PM in force life insurance illustration." Q. And what is your understanding of what an illustration is? A. It's a projection based upon certain variables. 02:17PM Q. Okay. The illustration that you pointed me to at No. 132 is one illustration. Do you see that there are two other illustrations that are A. Oh, yes. Q attached to this letter? 02:17PM A. Yes. I'm well aware of those. Q. What's your understanding of those illustrations? A. That they required premium payments and shortfall payments. 	4 5 6 7 8 9 10 11 12 13 14 15 16 17 18 19 20	 future performance." A. Uh-huh. Q. It refers to the projections as 02:19PM illustrations. Do you see the third sentence in that paragraph states, "The second illustration assumes that you do not pay the shortfall amount and assumes no further premium payments under the continuation 02:19PM of insurance provision." A. Uh-huh. Q. Did you review that illustration with Mr. Killean? A. Yes, I think so. I don't know if I 02:20PM reviewed that specific thing with him. I don't recall for certain. Q. Did you have any discussion with Mr. Killean about what would happen if you did not make the shortfall amount payment and did not make 02:20PM
4 5 6 7 8 9 10 11 12 13 14 15 16 17 18 19 20 21	 "illustration"? A. I think it says that someplace. Yes, "an 02:16PM in force life insurance illustration." Q. And what is your understanding of what an illustration is? A. It's a projection based upon certain variables. 02:17PM Q. Okay. The illustration that you pointed me to at No. 132 is one illustration. Do you see that there are two other illustrations that are A. Oh, yes. Q attached to this letter? 02:17PM A. Yes. I'm well aware of those. Q. What's your understanding of those illustrations? A. That they required premium payments and shortfall payments. 02:17PM 	4 5 6 7 8 9 10 11 12 13 14 15 16 17 18 19 20 21	 future performance." A. Uh-huh. Q. It refers to the projections as 02:19PM illustrations. Do you see the third sentence in that paragraph states, "The second illustration assumes that you do not pay the shortfall amount and assumes no further premium payments under the continuation 02:19PM of insurance provision." A. Uh-huh. Q. Did you review that illustration with Mr. Killean? A. Yes, I think so. I don't know if I 02:20PM reviewed that specific thing with him. I don't recall for certain. Q. Did you have any discussion with Mr. Killean about what would happen if you did not make the shortfall amount payments?
4 5 6 7 8 9 10 11 12 13 14 15 16 17 18 19 20 21 22	 "illustration"? A. I think it says that someplace. Yes, "an 02:16PM in force life insurance illustration." Q. And what is your understanding of what an illustration is? A. It's a projection based upon certain variables. 02:17PM Q. Okay. The illustration that you pointed me to at No. 132 is one illustration. Do you see that there are two other illustrations that are A. Oh, yes. Q attached to this letter? 02:17PM A. Yes. I'm well aware of those. Q. What's your understanding of those illustrations? A. That they required premium payments and shortfall payments. 02:17PM Q. That both of them required some sort of payment by you? 	4 5 6 7 8 9 10 11 12 13 14 15 16 17 18 19 20 21 22	 future performance." A. Uh-huh. Q. It refers to the projections as 02:19PM illustrations. Do you see the third sentence in that paragraph states, "The second illustration assumes that you do not pay the shortfall amount and assumes no further premium payments under the continuation 02:19PM of insurance provision." A. Uh-huh. Q. Did you review that illustration with Mr. Killean? A. Yes, I think so. I don't know if I 02:20PM reviewed that specific thing with him. I don't recall for certain. Q. Did you have any discussion with Mr. Killean about what would happen if you did not make the shortfall amount payment and did not make 02:20PM any further premium payments? A. I don't recall our discussion.
4 5 6 7 8 9 10 11 12 13 14 15 16 17 18 19 20 21 22 23	 "illustration"? A. I think it says that someplace. Yes, "an 02:16PM in force life insurance illustration." Q. And what is your understanding of what an illustration is? A. It's a projection based upon certain variables. 02:17PM Q. Okay. The illustration that you pointed me to at No. 132 is one illustration. Do you see that there are two other illustrations that are A. Oh, yes. Q attached to this letter? Q. What's your understanding of those illustrations? A. That they required premium payments and shortfall payments. Q. That both of them required some sort of payment by you? A. Yes. 	4 5 6 7 8 9 10 11 12 13 14 15 16 17 18 19 20 21 22 23	 future performance." A. Uh-huh. Q. It refers to the projections as 02:19PM illustrations. Do you see the third sentence in that paragraph states, "The second illustration assumes that you do not pay the shortfall amount and assumes no further premium payments under the continuation 02:19PM of insurance provision." A. Uh-huh. Q. Did you review that illustration with Mr. Killean? A. Yes, I think so. I don't know if I 02:20PM reviewed that specific thing with him. I don't recall for certain. Q. Did you have any discussion with Mr. Killean about what would happen if you did not make the shortfall amount payment and did not make 02:20PM any further premium payments? A. I don't recall our discussion. Q. Your understanding at the time you
4 5 6 7 8 9 10 11 12 13 14 15 16 17 18 19 20 21 22	 "illustration"? A. I think it says that someplace. Yes, "an 02:16PM in force life insurance illustration." Q. And what is your understanding of what an illustration is? A. It's a projection based upon certain variables. 02:17PM Q. Okay. The illustration that you pointed me to at No. 132 is one illustration. Do you see that there are two other illustrations that are A. Oh, yes. Q attached to this letter? Q. What's your understanding of those illustrations? A. That they required premium payments and shortfall payments. Q. That both of them required some sort of payment by you? A. Yes. 	4 5 6 7 8 9 10 11 12 13 14 15 16 17 18 19 20 21 22	 future performance." A. Uh-huh. Q. It refers to the projections as 02:19PM illustrations. Do you see the third sentence in that paragraph states, "The second illustration assumes that you do not pay the shortfall amount and assumes no further premium payments under the continuation 02:19PM of insurance provision." A. Uh-huh. Q. Did you review that illustration with Mr. Killean? A. Yes, I think so. I don't know if I 02:20PM reviewed that specific thing with him. I don't recall for certain. Q. Did you have any discussion with Mr. Killean about what would happen if you did not make the shortfall amount payment and did not make 02:20PM any further premium payments? A. I don't recall our discussion.

28 (Pages 106 to 109)

	Case3:10-md-02124-SI Document26	12	Filed04/22/10 Page30 of 37
1	Page 110	·	Page 112
1	Do I have that right?	1	(Whereupon, Defendant's Exhibit 71 was
2	A. Correct.	2	marked for identification.)
3	Q. And it would lapse at age 80 or 81?	3	THE WITNESS: Oh, we're moving on.
4	A. Yes.	4	BY MR. LISY:
5	(Whereupon, Defendant's Exhibit 69 was 02:22PM	5	Q. Have you had a chance to review this 02:28PM
6	marked for identification.)	6	document?
7	BY MR. LISY:	7	A. Yes.
8	Q. Have you had a chance to review this	8	Q. Have you seen it before?
9	document?	9	A. Yes, I'm sure I have.
10	A. Yes. 02:23PM	10	Q. What is it? 02:28PM
11	Q. Is that your signature on	11	A. It's a yearly statement.
12	A. Yes.	12	Q. Turn to the second page of the document.
13	Q. What is this document?	13	About halfway down the page right above the
14	A. It's a letter to Conseco Life Insurance	14	header "Definitions" you'll see a statement that
15	Company. 02:24PM	15	says, "The surrender value of your policy on 02:29PM
16	Q. And what are you asking Conseco to do?	16	October 1st, 2000 is the greater of the cash value
17	A. Surrender the net cash value of the	17	of \$170,408.24 or the guaranteed cash value of zero
18	policy.	18	doliars."
19	Q. The second paragraph of the letter states	19	Do you see that statement?
20	in part, "I was informed that the current net cash 02:24PM	20	A. Yes. 02:29PM
21	value is \$130,029.10."	21	Q. Did you read that statement at the time
22	A. Correct.	22	you reviewed it?
23	Q. That was your understanding at the time of	23	A. I've read that statement numerous times
24	the net cash value?	24	and I cannot figure out what it says.
25	A. Yes. 02:24PM	25	MR. MILLSTEIN: Okay. He didn't ask that. 02:29PM
<u> </u>		ļ	
	D 111		
1	Page 111		Page 113
	-		
1	Q. When you surrendered the policy, did you	1	THE WITNESS: Okay.
2	Q. When you surrendered the policy, did you receive that amount from Conseco?	2	THE WITNESS: Okay. MR. MILLSTEIN: He just asked if you read
2 3	Q. When you surrendered the policy, did you receive that amount from Conseco?A. I did.	23	THE WITNESS: Okay. MR. MILLSTEIN: He just asked if you read the statement.
2 3 4	 Q. When you surrendered the policy, did you receive that amount from Conseco? A. I did. (Whereupon, Defendant's Exhibit 70 was 	2 3 4	THE WITNESS: Okay. MR. MILLSTEIN: He just asked if you read the statement. THE WITNESS: Yes.
2 3 4 5	 Q. When you surrendered the policy, did you receive that amount from Conseco? A. I did. (Whereupon, Defendant's Exhibit 70 was marked for identification.) 02:26PM 	2 3 4 5	THE WITNESS: Okay. MR. MILLSTEIN: He just asked if you read the statement. THE WITNESS: Yes. MR. LISY: And, again, I'd be grateful if 02:29PM
2 3 4	 Q. When you surrendered the policy, did you receive that amount from Conseco? A. I did. (Whereupon, Defendant's Exhibit 70 was marked for identification.) 02:26PM BY MR. LISY: 	2 3 4	THE WITNESS: Okay. MR. MILLSTEIN: He just asked if you read the statement. THE WITNESS: Yes. MR. LISY: And, again, I'd be grateful if 02:29PM you didn't interrupt the witness.
2 3 4 5 6	 Q. When you surrendered the policy, did you receive that amount from Conseco? A. I did. (Whereupon, Defendant's Exhibit 70 was marked for identification.) 02:26PM BY MR. LISY: 	2 3 4 5 6	THE WITNESS: Okay. MR. MILLSTEIN: He just asked if you read the statement. THE WITNESS: Yes. MR. LISY: And, again, I'd be grateful if 02:29PM you didn't interrupt the witness. MR. MILLSTEIN: He was finished with the
2 3 4 5 6 7	 Q. When you surrendered the policy, did you receive that amount from Conseco? A. I did. (Whereupon, Defendant's Exhibit 70 was marked for identification.) 02:26PM BY MR. LISY: Q. Have you had a chance to review this 	2 3 4 5 6 7	THE WITNESS: Okay. MR. MILLSTEIN: He just asked if you read the statement. THE WITNESS: Yes. MR. LISY: And, again, I'd be grateful if 02:29PM you didn't interrupt the witness.
2 3 4 5 6 7 8	 Q. When you surrendered the policy, did you receive that amount from Conseco? A. I did. (Whereupon, Defendant's Exhibit 70 was marked for identification.) 02:26PM BY MR. LISY: Q. Have you had a chance to review this document? 	2 3 4 5 6 7 8	THE WITNESS: Okay. MR. MILLSTEIN: He just asked if you read the statement. THE WITNESS: Yes. MR. LISY: And, again, I'd be grateful if 02:29PM you didn't interrupt the witness. MR. MILLSTEIN: He was finished with the question. What do you mean interrupting him? BY MR. LISY:
2 3 4 5 6 7 8 9	 Q. When you surrendered the policy, did you receive that amount from Conseco? A. I did. (Whereupon, Defendant's Exhibit 70 was marked for identification.) 02:26PM BY MR. LISY: Q. Have you had a chance to review this document? A. Somewhat, yes. Q. Let me know when you're finished. 02:26PM 	2 3 4 5 6 7 8 9	THE WITNESS: Okay. MR. MILLSTEIN: He just asked if you read the statement. THE WITNESS: Yes. MR. LISY: And, again, I'd be grateful if 02:29PM you didn't interrupt the witness. MR. MILLSTEIN: He was finished with the question. What do you mean interrupting him?
2 3 4 5 6 7 8 9 10	 Q. When you surrendered the policy, did you receive that amount from Conseco? A. I did. (Whereupon, Defendant's Exhibit 70 was marked for identification.) 02:26PM BY MR. LISY: Q. Have you had a chance to review this document? A. Somewhat, yes. 	2 3 4 5 6 7 8 9 10	THE WITNESS: Okay. MR. MILLSTEIN: He just asked if you read the statement. THE WITNESS: Yes. MR. LISY: And, again, I'd be grateful if 02:29PM you didn't interrupt the witness. MR. MILLSTEIN: He was finished with the question. What do you mean interrupting him? BY MR. LISY: Q. When was the first time you read that 02:29PM
2 3 4 5 6 7 8 9 10 11	 Q. When you surrendered the policy, did you receive that amount from Conseco? A. I did. (Whereupon, Defendant's Exhibit 70 was marked for identification.) 02:26PM BY MR. LISY: Q. Have you had a chance to review this document? A. Somewhat, yes. Q. Let me know when you're finished. 02:26PM I'll will give you my question now so you 	2 3 4 5 6 7 8 9 10	THE WITNESS: Okay. MR. MILLSTEIN: He just asked if you read the statement. THE WITNESS: Yes. MR. LISY: And, again, I'd be grateful if 02:29PM you didn't interrupt the witness. MR. MILLSTEIN: He was finished with the question. What do you mean interrupting him? BY MR. LISY: Q. When was the first time you read that 02:29PM statement? A. I don't recall that.
2 3 4 5 6 7 8 9 10 11 12	 Q. When you surrendered the policy, did you receive that amount from Conseco? A. I did. (Whereupon, Defendant's Exhibit 70 was marked for identification.) 02:26PM BY MR. LISY: Q. Have you had a chance to review this document? A. Somewhat, yes. Q. Let me know when you're finished. 02:26PM I'll will give you my question now so you can have it in context. The question is going to 	2 3 4 5 6 7 8 9 10 11 12	THE WITNESS: Okay. MR. MILLSTEIN: He just asked if you read the statement. THE WITNESS: Yes. MR. LISY: And, again, I'd be grateful if 02:29PM you didn't interrupt the witness. MR. MILLSTEIN: He was finished with the question. What do you mean interrupting him? BY MR. LISY: Q. When was the first time you read that 02:29PM statement? A. I don't recall that.
2 3 4 5 6 7 8 9 10 11 12 13	 Q. When you surrendered the policy, did you receive that amount from Conseco? A. I did. (Whereupon, Defendant's Exhibit 70 was marked for identification.) 02:26PM BY MR. LISY: Q. Have you had a chance to review this document? A. Somewhat, yes. Q. Let me know when you're finished. (2:26PM 111 will give you my question now so you can have it in context. The question is going to be: Is this a copy of the surrender packet that 	2 3 4 5 6 7 8 9 10 11 12 13	THE WITNESS: Okay. MR. MILLSTEIN: He just asked if you read the statement. THE WITNESS: Yes. MR. LISY: And, again, I'd be grateful if 02:29PM you didn't interrupt the witness. MR. MILLSTEIN: He was finished with the question. What do you mean interrupting him? BY MR. LISY: Q. When was the first time you read that 02:29PM statement? A. I don't recall that. Q. Would it have been at the time that you received this annual report?
2 3 4 5 6 7 8 9 10 11 12 13 14	 Q. When you surrendered the policy, did you receive that amount from Conseco? A. I did. (Whereupon, Defendant's Exhibit 70 was marked for identification.) 02:26PM BY MR. LISY: Q. Have you had a chance to review this document? A. Somewhat, yes. Q. Let me know when you're finished. (2:26PM I'll will give you my question now so you can have it in context. The question is going to be: Is this a copy of the surrender packet that you sent to Conseco to surrender your policy? A. Yes. 	2 3 4 5 6 7 8 9 10 11 12 13 14	THE WITNESS: Okay. MR. MILLSTEIN: He just asked if you read the statement. THE WITNESS: Yes. MR. LISY: And, again, I'd be grateful if 02:29PM you didn't interrupt the witness. MR. MILLSTEIN: He was finished with the question. What do you mean interrupting him? BY MR. LISY: Q. When was the first time you read that 02:29PM statement? A. I don't recall that. Q. Would it have been at the time that you received this annual report? MR. MILLSTEIN: Objection. Calls for 02:30PM
2 3 4 5 6 7 8 9 10 11 12 13 14 15	 Q. When you surrendered the policy, did you receive that amount from Conseco? A. I did. (Whereupon, Defendant's Exhibit 70 was marked for identification.) 02:26PM BY MR. LISY: Q. Have you had a chance to review this document? A. Somewhat, yes. Q. Let me know when you're finished. 02:26PM I'll will give you my question now so you can have it in context. The question is going to be: Is this a copy of the surrender packet that you sent to Conseco to surrender your policy? 	2 3 4 5 6 7 8 9 10 11 12 13 14 15	THE WITNESS: Okay. MR. MILLSTEIN: He just asked if you read the statement. THE WITNESS: Yes. MR. LISY: And, again, I'd be grateful if 02:29PM you didn't interrupt the witness. MR. MILLSTEIN: He was finished with the question. What do you mean interrupting him? BY MR. LISY: Q. When was the first time you read that 02:29PM statement? A. I don't recall that. Q. Would it have been at the time that you received this annual report?
2 3 4 5 6 7 8 9 10 11 12 13 14 15 16	 Q. When you surrendered the policy, did you receive that amount from Conseco? A. I did. (Whereupon, Defendant's Exhibit 70 was marked for identification.) 02:26PM BY MR. LISY: Q. Have you had a chance to review this document? A. Somewhat, yes. Q. Let me know when you're finished. 02:26PM I'll will give you my question now so you can have it in context. The question is going to be: Is this a copy of the surrender packet that you sent to Conseco to surrender your policy? A. Yes. Q. If you look at the fifth page of the 	2 3 4 5 6 7 8 9 10 11 12 13 14 15 16	THE WITNESS: Okay. MR. MILLSTEIN: He just asked if you read the statement. THE WITNESS: Yes. MR. LISY: And, again, I'd be grateful if 02:29PM you didn't interrupt the witness. MR. MILLSTEIN: He was finished with the question. What do you mean interrupting him? BY MR. LISY: Q. When was the first time you read that 02:29PM statement? A. I don't recall that. Q. Would it have been at the time that you received this annual report? MR. MILLSTEIN: Objection. Calls for 02:30PM speculation. Lacks foundation.
2 3 4 5 6 7 8 9 10 11 12 13 14 15 16 17	 Q. When you surrendered the policy, did you receive that amount from Conseco? A. I did. (Whereupon, Defendant's Exhibit 70 was marked for identification.) 02:26PM BY MR. LISY: Q. Have you had a chance to review this document? A. Somewhat, yes. Q. Let me know when you're finished. 02:26PM I'll will give you my question now so you can have it in context. The question is going to be: Is this a copy of the surrender packet that you sent to Conseco to surrender your policy? A. Yes. Q. If you look at the fifth page of the document that's numbered 6670 in the bottom 	2 3 4 5 6 7 8 9 10 11 12 13 14 15 16 17	THE WITNESS: Okay. MR. MILLSTEIN: He just asked if you read the statement. THE WITNESS: Yes. MR. LISY: And, again, I'd be grateful if 02:29PM you didn't interrupt the witness. MR. MILLSTEIN: He was finished with the question. What do you mean interrupting him? BY MR. LISY: Q. When was the first time you read that 02:29PM statement? A. I don't recall that. Q. Would it have been at the time that you received this annual report? MR. MILLSTEIN: Objection. Calls for 02:30PM speculation. Lacks foundation. THE WITNESS: I wouldn't know whether
2 3 4 5 6 7 8 9 10 11 12 13 14 15 16 17 18	 Q. When you surrendered the policy, did you receive that amount from Conseco? A. I did. (Whereupon, Defendant's Exhibit 70 was marked for identification.) 02:26PM BY MR. LISY: Q. Have you had a chance to review this document? A. Somewhat, yes. Q. Let me know when you're finished. (2:26PM I'll will give you my question now so you can have it in context. The question is going to be: Is this a copy of the surrender packet that you sent to Conseco to surrender your policy? A. Yes. Q. If you look at the fifth page of the document that's numbered 6670 in the bottom right-hand corner. A. Yep. 	2 3 4 5 6 7 8 9 10 11 12 13 14 15 16 17 18	THE WITNESS: Okay. MR. MILLSTEIN: He just asked if you read the statement. THE WITNESS: Yes. MR. LISY: And, again, I'd be grateful if 02:29PM you didn't interrupt the witness. MR. MILLSTEIN: He was finished with the question. What do you mean interrupting him? BY MR. LISY: Q. When was the first time you read that 02:29PM statement? A. I don't recall that. Q. Would it have been at the time that you received this annual report? MR. MILLSTEIN: Objection. Calls for 02:30PM speculation. Lacks foundation. THE WITNESS: I wouldn't know whether this that statement or some other time. BY MR. LISY:
2 3 4 5 6 7 8 9 10 11 12 13 14 15 16 17 18 19	 Q. When you surrendered the policy, did you receive that amount from Conseco? A. I did. (Whereupon, Defendant's Exhibit 70 was marked for identification.) 02:26PM BY MR. LISY: Q. Have you had a chance to review this document? A. Somewhat, yes. Q. Let me know when you're finished. (2:26PM I'll will give you my question now so you can have it in context. The question is going to be: Is this a copy of the surrender packet that you sent to Conseco to surrender your policy? A. Yes. Q. If you look at the fifth page of the document that's numbered 6670 in the bottom right-hand corner. A. Yep. 	2 3 4 5 6 7 8 9 10 11 12 13 14 15 16 17 18 19	THE WITNESS: Okay. MR. MILLSTEIN: He just asked if you read the statement. THE WITNESS: Yes. MR. LISY: And, again, I'd be grateful if 02:29PM you didn't interrupt the witness. MR. MILLSTEIN: He was finished with the question. What do you mean interrupting him? BY MR. LISY: Q. When was the first time you read that 02:29PM statement? A. I don't recall that. Q. Would it have been at the time that you received this annual report? MR. MILLSTEIN: Objection. Calls for 02:30PM speculation. Lacks foundation. THE WITNESS: I wouldn't know whether this that statement or some other time.
2 3 4 5 6 7 8 9 10 11 12 13 14 15 16 17 18 19 20	 Q. When you surrendered the policy, did you receive that amount from Conseco? A. I did. (Whereupon, Defendant's Exhibit 70 was marked for identification.) 02:26PM BY MR. LISY: Q. Have you had a chance to review this document? A. Somewhat, yes. Q. Let me know when you're finished. (2:26PM I'll will give you my question now so you can have it in context. The question is going to be: Is this a copy of the surrender packet that you sent to Conseco to surrender your policy? A. Yes. Q. If you look at the fifth page of the document that's numbered 6670 in the bottom right-hand corner. A. Yep. Q. That's the same letter we just looked at? 02:27PM 	2 3 4 5 6 7 8 9 10 11 12 13 14 15 16 17 18 19 20 21	THE WITNESS: Okay. MR. MILLSTEIN: He just asked if you read the statement. THE WITNESS: Yes. MR. LISY: And, again, I'd be grateful if 02:29PM you didn't interrupt the witness. MR. MILLSTEIN: He was finished with the question. What do you mean interrupting him? BY MR. LISY: Q. When was the first time you read that 02:29PM statement? A. I don't recall that. Q. Would it have been at the time that you received this annual report? MR. MILLSTEIN: Objection. Calls for 02:30PM speculation. Lacks foundation. THE WITNESS: I wouldn't know whether this that statement or some other time. BY MR. LISY: Q. What's your understanding of what it 02:30PM means?
2 3 4 5 6 7 8 9 10 11 12 13 14 15 16 17 18 19 20 21	 Q. When you surrendered the policy, did you receive that amount from Conseco? A. I did. (Whereupon, Defendant's Exhibit 70 was marked for identification.) 02:26PM BY MR. LISY: Q. Have you had a chance to review this document? A. Somewhat, yes. Q. Let me know when you're finished. (2:26PM I'll will give you my question now so you can have it in context. The question is going to be: Is this a copy of the surrender packet that you sent to Conseco to surrender your policy? A. Yes. Q. If you look at the fifth page of the document that's numbered 6670 in the bottom right-hand corner. A. Yep. Q. That's the same letter we just looked at? 02:27PM 	2 3 4 5 6 7 8 9 10 11 12 13 14 15 16 17 18 19 20	THE WITNESS: Okay. MR. MILLSTEIN: He just asked if you read the statement. THE WITNESS: Yes. MR. LISY: And, again, I'd be grateful if 02:29PM you didn't interrupt the witness. MR. MILLSTEIN: He was finished with the question. What do you mean interrupting him? BY MR. LISY: Q. When was the first time you read that 02:29PM statement? A. I don't recall that. Q. Would it have been at the time that you received this annual report? MR. MILLSTEIN: Objection. Calls for 02:30PM speculation. Lacks foundation. THE WITNESS: I wouldn't know whether this that statement or some other time. BY MR. LISY: Q. What's your understanding of what it 02:30PM
2 3 4 5 6 7 8 9 10 11 12 13 14 15 16 17 18 19 20 21 22	 Q. When you surrendered the policy, did you receive that amount from Conseco? A. I did. (Whereupon, Defendant's Exhibit 70 was marked for identification.) 02:26PM BY MR. LISY: Q. Have you had a chance to review this document? A. Somewhat, yes. Q. Let me know when you're finished. (2:26PM I'll will give you my question now so you can have it in context. The question is going to be: Is this a copy of the surrender packet that you sent to Conseco to surrender your policy? A. Yes. Q. If you look at the fifth page of the document that's numbered 6670 in the bottom right-hand corner. A. Yep. Q. That's the same letter we just looked at? 02:27PM A. Yes. Q. And that's your signature on the letter? 	2 3 4 5 6 7 8 9 10 11 12 13 14 15 16 17 18 19 20 21 22	THE WITNESS: Okay. MR. MILLSTEIN: He just asked if you read the statement. THE WITNESS: Yes. MR. LISY: And, again, I'd be grateful if 02:29PM you didn't interrupt the witness. MR. MILLSTEIN: He was finished with the question. What do you mean interrupting him? BY MR. LISY: Q. When was the first time you read that 02:29PM statement? A. I don't recall that. Q. Would it have been at the time that you received this annual report? MR. MILLSTEIN: Objection. Calls for 02:30PM speculation. Lacks foundation. THE WITNESS: I wouldn't know whether this that statement or some other time. BY MR. LISY: Q. What's your understanding of what it 02:30PM means? MR. MILLSTEIN: Objection. Vague as to
2 3 4 5 6 7 8 9 10 11 12 13 14 15 16 17 18 19 20 21 22 23	 Q. When you surrendered the policy, did you receive that amount from Conseco? A. I did. (Whereupon, Defendant's Exhibit 70 was marked for identification.) 02:26PM BY MR. LISY: Q. Have you had a chance to review this document? A. Somewhat, yes. Q. Let me know when you're finished. (Will give you my question now so you can have it in context. The question is going to be: Is this a copy of the surrender packet that you sent to Conseco to surrender your policy? A. Yes. Q. If you look at the fifth page of the document that's numbered 6670 in the bottom right-hand corner. A. Yep. Q. That's the same letter we just looked at? 02:27PM A. Yes. Q. And that's your signature on the letter? A. Yes. I think that's the one we used. 	2 3 4 5 6 7 8 9 10 11 12 13 14 15 16 17 18 19 20 21 22 23	THE WITNESS: Okay. MR. MILLSTEIN: He just asked if you read the statement. THE WITNESS: Yes. MR. LISY: And, again, I'd be grateful if 02:29PM you didn't interrupt the witness. MR. MILLSTEIN: He was finished with the question. What do you mean interrupting him? BY MR. LISY: Q. When was the first time you read that 02:29PM statement? A. I don't recall that. Q. Would it have been at the time that you received this annual report? MR. MILLSTEIN: Objection. Calls for 02:30PM speculation. Lacks foundation. THE WITNESS: I wouldn't know whether this that statement or some other time. BY MR. LISY: Q. What's your understanding of what it 02:30PM means? MR. MILLSTEIN: Objection. Vague as to time.

29 (Pages 110 to 113)

1 2	Case3:10-md-02124-SI - Document26		
	Page 114		Page 116
1 4	BY MR. LISY:	1	Q. That's an annual report for the period
	Q. Have you ever understood what it meant?	2	ending October 2nd, 2000.
3	A. Not really because I don't know to me	3	Do you see that?
4	it's a confusing statement. I know what cash value	4	A. Yes.
_	means. 02:30PM	5	Q. So that's the next year's annual report; 02:34PM
6	Q. What does cash value mean?	6	correct?
8	A. That means the amount of money that is in	7	A. Correct.
9	cash that can be surrendered.	8	Q. If you turn to the second page there ~
10	Q. From reading this statement, what's your	9	A. The next year? Oh, okay.
11	understanding of the amount of money that's in cash 02:31PM that can be surrendered?	10	
12			A. All right.
12	MR. MILLSTEIN: Objection. Vague.	12	Q. If you turn to the second page to the
13	Argumentative as well. BY MR. LISY:	13	statement right above "Definitions," which is what
14	Q. You can answer. 02:31PM	14	we talked about a moment earlier, you see that there
16	A. The 170,000.	15	is now a reference to "guaranteed cash value"? 02:34PM
17		16	A. (Witness nods.)
18	Q. Did you ever ask anybody about the meaning of this statement?	17	Q. Do you agree with me that there was a
19	A. Yes.	18	change in the annual statement from 1999 to 2000?
20	Q. Who? 02:31PM	19	MR. MILLSTEIN: Objection. Calls for
21	MR. MILLSTEIN: Objection.	20	a legal conclusion. The documents speak for 02:35PM
22	Attorney-client privilege.	21	themselves.
23	Don't answer to the extent anything	22	BY MR. LISY:
24	you know about this reflects a conversation with	23	Q. You can answer.
25	counsel. 02:32PM		A. It appears that way.
		25	Q. In or around October of 2000 when you 02:35PM
	Page 15		Page 117
1	MR. LISY: I'll try it another way.	1	received Defendant's Exhibit No. 71, did you notice
2	BY MR. LISY:	2	that change?
3	Q. Other than your attorneys, did you ever	3	A. I don't recall if I noticed the change or
4	ask anybody about the meaning of this statement?	4	not. I don't remember them from year to year.
5	A. I don't recall. 02:32PM	5	Q. Do you recall having any reaction? 02:35PM
6	Q. If you turn back to what has been	6	A. No.
7	previously marked as Defendant's Exhibit 67.	7	Q. Are you familiar with the term
8	MR. MILLSTEIN: Here's a copy	8	"underfunded" as it applies to your Mass General
9	(indicating). This is my copy. You can use that.	9	or Conseco policy?
10	BY MR. LISY: 02:33PM	10	A. Well, in the statement they sent to me 02:36PM
11	Q. Defendant's Exhibit 67 is an annual report	11	they said that the policy was underfunded.
12	for the period ending October 2nd, 1999.	12	Q. Do you have an understanding of what that
13	Do you see that?	13	means?
14	A. Yes.	14	MR. MILLSTEIN: Objection. Calls for
15	Q. Now, if you can turn to the second page 02:33PM	15	speculation. Calls for a legal conclusion and it's 02:36PM
16	right above the "Definitions." About halfway down	16	vague and ambiguous.
111	above the "Definitions" header you'll see a	17	BY MR. LISY:
17	reference to "Cash surrender value."	18	Q. You can answer.
18	Do you see that?	19	A. My understanding was that they needed to
18 19	A. Yes. 02:33PM	20	have that money in order to continue the policy. 02:37PM
18 19 20			
18 19 20 21	Q. You'll see that there's no reference there	21	Q. Conseco needed to have that money?
18 19 20 21 22	Q. You'll see that there's no reference there to guaranteed cash value in that sentence.	22	A. Yeah. I needed to pay that in order to
18 19 20 21 22 23	Q. You'll see that there's no reference there to guaranteed cash value in that sentence.A. Correct.	22 23	A. Yeah. I needed to pay that in order to maintain the policy.
18 19 20 21 22	Q. You'll see that there's no reference there to guaranteed cash value in that sentence.	22	A. Yeah. I needed to pay that in order to

30 (Pages 114 to 117)

	Case3:10-md-02124-SI Document26	-12	
.	Page 118		Page 120
	MR. MILLSTEIN: Objection. Calls for a	1	Q. Any government agency?
2	legal conclusion.	2	A. No.
3	THE WITNESS: I didn't think I did.	3	Q. And I'm asking that question in the
4	BY MR. LISY;	4	broadest way possible, whether it's in California
5	Q. Why not? 02:37PM	5	or any other excuse me jurisdiction. 03:05PM
6	MR. MILLSTEIN: Same objection.	6	A. No.
7	THE WITNESS: Because that's not the way I	7	(Whereupon, Defendant's Exhibit 73 was
8	understood the policy.	8	marked for identification.)
9	MR. MILLSTEIN: Is this a good time to	9	BY MR. LISY:
10	take a break now? 02:38PM	10	Q. I know this document is a little difficult 03:06PM
11	MR. LISY: Sure.	11	to read. My question is going to be have you seen
12	MR. MILLSTEIN: Okay.	12	it before?
13	THE VIDEOGRAPHER: The time is 2:38 p.m.	13	A. I don't recall.
14	and we are off the record.	14	Q. If you look at the top right-hand corner
15	(Off the record.) 02:50PM	15	of the document, there's a date of October 1st, 03:06PM
16	(Whereupon, Defendant's Exhibit 72 was	16	1987, which is around the time that
17	marked for identification off the	17	A. Yes.
18	record.)	18	Q you purchased your policy; correct?
19	THE VIDEOGRAPHER: The time is 2:53 p.m.	19	A. Yes.
20	and we are back on the record. 02:53PM	20	Q. Okay. At the time you purchased your 03:07PM
21	BY MR. LISY:	21	policy, did you receive any illustrations showing
22	Q. Welcome back, Dr. Kreps.	22	what might happen over time?
23	The court reporter has handed you what has	23	A. Yes.
24	been marked as Defendant's Exhibit No. 72. Would	24	Q. Is this one of those illustrations?
25	you please take a look at that. My question is 02:53PM	25	A. I don't know. 03:07PM
	Page 119		Page 121
1	going to be have you ever seen this document before?	1	Q. Over the course of your contract
2	A. I'm not sure. I don't know.		
	The first burger of don't know.	2	withdraw that.
3	MR. MILLSTEIN: Why don't you review it.	23	withdraw that.
		-	withdraw that. Over the course of your policy's life did
3	MR. MILLSTEIN: Why don't you review it.	3	withdraw that.
3 4	MR. MILLSTEIN: Why don't you review it. THE WITNESS: Read what?	3	withdraw that. Over the course of your policy's life did you receive illustrations showing what might happen over time? 03:07PM
3 4 5	MR. MILLSTEIN: Why don't you review it. THE WITNESS: Read what? MR. MILLSTEIN: Review the document before 02:54PM you answer the question.	3 4 5 6	withdraw that. Over the course of your policy's life did you receive illustrations showing what might happen over time? A. Yes.
3 4 5 6	MR. MILLSTEIN: Why don't you review it. THE WITNESS: Read what? MR. MILLSTEIN: Review the document before 02:54PM	3 4 5 6 7	withdraw that. Over the course of your policy's life did you receive illustrations showing what might happen over time? 03:07PM A. Yes. Q. Did you request those illustrations?
3 4 5 6 7	MR. MILLSTEIN: Why don't you review it. THE WITNESS: Read what? MR. MILLSTEIN: Review the document before 02:54PM you answer the question. Do you want to repeat the question?	3 4 5 6	withdraw that. Over the course of your policy's life did you receive illustrations showing what might happen over time? A. Yes.
3 4 5 6 7 8	MR. MILLSTEIN: Why don't you review it. THE WITNESS: Read what? MR. MILLSTEIN: Review the document before 02:54PM you answer the question. Do you want to repeat the question? MR. LISY: Sure.	3 4 5 6 7 8	 withdraw that. Over the course of your policy's life did you receive illustrations showing what might happen over time? 03:07PM A. Yes. Q. Did you request those illustrations? A. Are you considering the yearly statement an illustration?
3 4 5 6 7 8 9	MR. MILLSTEIN: Why don't you review it. THE WITNESS: Read what? MR. MILLSTEIN: Review the document before 02:54PM you answer the question. Do you want to repeat the question? MR. LISY: Sure. BY MR. LISY:	3 4 5 6 7 8 9	 withdraw that. Over the course of your policy's life did you receive illustrations showing what might happen over time? 03:07PM A. Yes. Q. Did you request those illustrations? A. Are you considering the yearly statement an illustration? Q. I'll try it like this: Aside from the 03:07PM
3 4 5 6 7 8 9 10	MR. MILLSTEIN: Why don't you review it. THE WITNESS: Read what? MR. MILLSTEIN: Review the document before 02:54PM you answer the question. Do you want to repeat the question? MR. LISY: Sure. BY MR. LISY: Q. Have you seen this document before? 03:04PM	3 4 5 6 7 8 9 10	 withdraw that. Over the course of your policy's life did you receive illustrations showing what might happen over time? 03:07PM A. Yes. Q. Did you request those illustrations? A. Are you considering the yearly statement an illustration? Q. I'll try it like this: Aside from the 03:07PM yearly statement, did you request over the course of
3 4 5 6 7 8 9 10	MR. MILLSTEIN: Why don't you review it. THE WITNESS: Read what? MR. MILLSTEIN: Review the document before 02:54PM you answer the question. Do you want to repeat the question? MR. LISY: Sure. BY MR. LISY: Q. Have you seen this document before? 03:04PM A. I don't recall.	3 4 5 6 7 8 9 10	 withdraw that. Over the course of your policy's life did you receive illustrations showing what might happen over time? 03:07PM A. Yes. Q. Did you request those illustrations? A. Are you considering the yearly statement an illustration? Q. I'll try it like this: Aside from the 03:07PM yearly statement, did you request over the course of your life insurance policy any illustrations showing
3 4 5 6 7 8 9 10 11 12	MR. MILLSTEIN: Why don't you review it. THE WITNESS: Read what? MR. MILLSTEIN: Review the document before 02:54PM you answer the question. Do you want to repeat the question? MR. LISY: Sure. BY MR. LISY: Q. Have you seen this document before? 03:04PM A. I don't recall. MR. LISY: We have not received a	3 4 5 6 7 8 9 10 11 12	 withdraw that. Over the course of your policy's life did you receive illustrations showing what might happen over time? 03:07PM A. Yes. Q. Did you request those illustrations? A. Are you considering the yearly statement an illustration? Q. I'll try it like this: Aside from the 03:07PM yearly statement, did you request over the course of
3 4 5 6 7 8 9 10 11 12 13	MR. MILLSTEIN: Why don't you review it. THE WITNESS: Read what? MR. MILLSTEIN: Review the document before 02:54PM you answer the question. Do you want to repeat the question? MR. LISY: Sure. BY MR. LISY: Q. Have you seen this document before? 03:04PM A. I don't recall. MR. LISY: We have not received a verification page from Dr. Kreps. If you can	3 4 5 6 7 8 9 10 11 12 13	 withdraw that. Over the course of your policy's life did you receive illustrations showing what might happen over time? 03:07PM A. Yes. Q. Did you request those illustrations? A. Are you considering the yearly statement an illustration? Q. I'll try it like this: Aside from the 03:07PM yearly statement, did you request over the course of your life insurance policy any illustrations showing what might happen over time? A. Not that I recall.
3 4 5 6 7 8 9 10 11 12 13 14	MR. MILLSTEIN: Why don't you review it. THE WITNESS: Read what? MR. MILLSTEIN: Review the document before 02:54PM you answer the question. Do you want to repeat the question? MR. LISY: Sure. BY MR. LISY: Q. Have you seen this document before? 03:04PM A. I don't recall. MR. LISY: We have not received a verification page from Dr. Kreps. If you can provide us with one, please.	3 4 5 6 7 8 9 10 11 12 13 14	 withdraw that. Over the course of your policy's life did you receive illustrations showing what might happen over time? 03:07PM A. Yes. Q. Did you request those illustrations? A. Are you considering the yearly statement an illustration? Q. I'll try it like this: Aside from the 03:07PM yearly statement, did you request over the course of your life insurance policy any illustrations showing what might happen over time? A. Not that I recall. Q. Do you recall reviewing any illustrations? 03:08PM
3 4 5 6 7 8 9 10 11 12 13 14 15	MR. MILLSTEIN: Why don't you review it. THE WITNESS: Read what? MR. MILLSTEIN: Review the document before 02:54PM you answer the question. Do you want to repeat the question? MR. LISY: Sure. BY MR. LISY: Q. Have you seen this document before? 03:04PM A. I don't recall. MR. LISY: We have not received a verification page from Dr. Kreps. If you can provide us with one, please. MR. MILLSTEIN: Okay. Sure. 03:05PM	3 4 5 6 7 8 9 10 11 12 13 14 15	 withdraw that. Over the course of your policy's life did you receive illustrations showing what might happen over time? 03:07PM A. Yes. Q. Did you request those illustrations? A. Are you considering the yearly statement an illustration? Q. I'll try it like this: Aside from the 03:07PM yearly statement, did you request over the course of your life insurance policy any illustrations showing what might happen over time? A. Not that I recall. Q. Do you recall reviewing any illustrations? 03:08PM A. Only the ones that I received in, whatever
3 4 5 6 7 8 9 10 11 12 13 14 15 16	MR. MILLSTEIN: Why don't you review it. THE WITNESS: Read what? MR. MILLSTEIN: Review the document before 02:54PM you answer the question. Do you want to repeat the question? MR. LISY: Sure. BY MR. LISY: Q. Have you seen this document before? 03:04PM A. I don't recall. MR. LISY: We have not received a verification page from Dr. Kreps. If you can provide us with one, please. MR. MILLSTEIN: Okay. Sure. 03:05PM MR. LISY: Thanks.	3 4 5 6 7 8 9 10 11 12 13 14 15 16	 withdraw that. Over the course of your policy's life did you receive illustrations showing what might happen over time? 03:07PM A. Yes. Q. Did you request those illustrations? A. Are you considering the yearly statement an illustration? Q. I'll try it like this: Aside from the 03:07PM yearly statement, did you request over the course of your life insurance policy any illustrations showing what might happen over time? A. Not that I recall. Q. Do you recall reviewing any illustrations? 03:08PM A. Only the ones that I received in, whatever it was, October or November of 2008.
3 4 5 6 7 8 9 10 11 12 13 14 15 16 17	MR. MILLSTEIN: Why don't you review it. THE WITNESS: Read what? MR. MILLSTEIN: Review the document before 02:54PM you answer the question. Do you want to repeat the question? MR. LISY: Sure. BY MR. LISY: Q. Have you seen this document before? 03:04PM A. I don't recall. MR. LISY: We have not received a verification page from Dr. Kreps. If you can provide us with one. please. MR. MILLSTEIN: Okay. Sure. 03:05PM MR. LISY: Thanks. BY MR. LISY:	3 4 5 6 7 8 9 10 11 12 13 14 15 16 17 18	 withdraw that. Over the course of your policy's life did you receive illustrations showing what might happen over time? 03:07PM A. Yes. Q. Did you request those illustrations? A. Are you considering the yearly statement an illustration? Q. I'll try it like this: Aside from the 03:07PM yearly statement, did you request over the course of your life insurance policy any illustrations showing what might happen over time? A. Not that I recall. Q. Do you recall reviewing any illustrations? 03:08PM A. Only the ones that I received in, whatever it was, October or November of 2008. Q. If you look on this document at the first
3 4 5 6 7 8 9 10 11 12 13 14 15 16 17 18	MR. MILLSTEIN: Why don't you review it. THE WITNESS: Read what? MR. MILLSTEIN: Review the document before 02:54PM you answer the question. Do you want to repeat the question? MR. LISY: Sure. BY MR. LISY: Q. Have you seen this document before? 03:04PM A. I don't recall. MR. LISY: We have not received a verification page from Dr. Kreps. if you can provide us with one. please. MR. MILLSTEIN: Okay. Sure. 03:05PM MR. LISY: Thanks. BY MR. LISY: Q. Dr. Kreps, have you ever had any	3 4 5 6 7 8 9 10 11 12 13 14 15 16 17 18 19	 withdraw that. Over the course of your policy's life did you receive illustrations showing what might happen over time? 03:07PM A. Yes. Q. Did you request those illustrations? A. Are you considering the yearly statement an illustration? Q. I'll try it like this: Aside from the 03:07PM yearly statement, did you request over the course of your life insurance policy any illustrations showing what might happen over time? A. Not that I recall. Q. Do you recall reviewing any illustrations? 03:08PM A. Only the ones that I received in, whatever it was, October or November of 2008. Q. If you look on this document at the first page, about a third of the way down the page there's
3 4 5 6 7 8 9 10 11 12 13 14 15 16 17 18 19	MR. MILLSTEIN: Why don't you review it. THE WITNESS: Read what? MR. MILLSTEIN: Review the document before 02:54PM you answer the question. Do you want to repeat the question? MR. LISY: Sure. BY MR. LISY: Q. Have you seen this document before? 03:04PM A. I don't recall. MR. LISY: We have not received a verification page from Dr. Kreps. If you can provide us with one. please. MR. MILLSTEIN: Okay. Sure. 03:05PM MR. LISY: Thanks. BY MR. LISY: Q. Dr. Kreps, have you ever had any communications with any regulatory body about your Conseco insurance policy? 03:05PM	3 4 5 6 7 8 9 10 11 12 13 14 15 16 17 18 19 20	 withdraw that. Over the course of your policy's life did you receive illustrations showing what might happen over time? 03:07PM A. Yes. Q. Did you request those illustrations? A. Are you considering the yearly statement an illustration? Q. I'll try it like this: Aside from the 03:07PM yearly statement, did you request over the course of your life insurance policy any illustrations showing what might happen over time? A. Not that I recall. Q. Do you recall reviewing any illustrations? 03:08PM A. Only the ones that I received in, whatever it was, October or November of 2008. Q. If you look on this document at the first page, about a third of the way down the page there's a heading titled "Important Notice" on the left-hand 03:08PM
3 4 5 6 7 8 9 10 11 12 13 14 15 16 17 18 19 20	MR. MILLSTEIN: Why don't you review it. THE WITNESS: Read what? MR. MILLSTEIN: Review the document before 02:54PM you answer the question. Do you want to repeat the question? MR. LISY: Sure. BY MR. LISY: Q. Have you seen this document before? 03:04PM A. I don't recall. MR. LISY: We have not received a verification page from Dr. Kreps. If you can provide us with one. please. MR. MILLSTEIN: Okay. Sure. 03:05PM MR. LISY: Thanks. BY MR. LISY: Q. Dr. Kreps, have you ever had any communications with any regulatory body about	3 4 5 6 7 8 9 10 11 12 13 14 15 16 17 18 19 20 21	 withdraw that. Over the course of your policy's life did you receive illustrations showing what might happen over time? 03:07PM A. Yes. Q. Did you request those illustrations? A. Are you considering the yearly statement an illustration? Q. I'll try it like this: Aside from the 03:07PM yearly statement, did you request over the course of your life insurance policy any illustrations showing what might happen over time? A. Not that I recall. Q. Do you recall reviewing any illustrations? 03:08PM A. Only the ones that I received in, whatever it was, October or November of 2008. Q. If you look on this document at the first page, about a third of the way down the page there's a heading titled "Important Notice" on the left-hand 03:08PM
3 4 5 6 7 8 9 10 11 12 13 14 15 16 17 18 19 20 21	MR. MILLSTEIN: Why don't you review it. THE WITNESS: Read what? MR. MILLSTEIN: Review the document before 02:54PM you answer the question. Do you want to repeat the question? MR. LISY: Sure. BY MR. LISY: Q. Have you seen this document before? 03:04PM A. I don't recall. MR. LISY: We have not received a verification page from Dr. Kreps. If you can provide us with one. please. MR. MILLSTEIN: Okay. Sure. 03:05PM MR. LISY: Thanks. BY MR. LISY: Q. Dr. Kreps, have you ever had any communications with any regulatory body about your Conseco insurance policy? 03:05PM A. Regulatory body? What's a regulatory body?	3 4 5 6 7 8 9 10 11 12 13 14 15 16 17 18 19 20 21 22	 withdraw that. Over the course of your policy's life did you receive illustrations showing what might happen over time? 03:07PM A. Yes. Q. Did you request those illustrations? A. Are you considering the yearly statement an illustration? Q. I'll try it like this: Aside from the 03:07PM yearly statement, did you request over the course of your life insurance policy any illustrations showing what might happen over time? A. Not that I recall. Q. Do you recall reviewing any illustrations? 03:08PM A. Only the ones that I received in, whatever it was, October or November of 2008. Q. If you look on this document at the first page, about a third of the way down the page there's a heading titled "Important Notice" on the left-hand 03:08PM side. A. Okay.
3 4 5 6 7 8 9 10 11 12 13 14 15 16 17 18 19 20 21 22	MR. MILLSTEIN: Why don't you review it. THE WITNESS: Read what? MR. MILLSTEIN: Review the document before 02:54PM you answer the question. Do you want to repeat the question? MR. LISY: Sure. BY MR. LISY: Q. Have you seen this document before? 03:04PM A. I don't recall. MR. LISY: We have not received a verification page from Dr. Kreps. If you can provide us with one. please. MR. MILLSTEIN: Okay. Sure. 03:05PM MR. LISY: Thanks. BY MR. LISY: Q. Dr. Kreps, have you ever had any communications with any regulatory body about your Conseco insurance policy? 03:05PM A. Regulatory body? What's a regulatory	3 4 5 6 7 8 9 10 11 12 13 14 15 16 17 18 19 20 21 22 23	 withdraw that. Over the course of your policy's life did you receive illustrations showing what might happen over time? 03:07PM A. Yes. Q. Did you request those illustrations? A. Are you considering the yearly statement an illustration? Q. I'll try it like this: Aside from the 03:07PM yearly statement, did you request over the course of your life insurance policy any illustrations showing what might happen over time? A. Not that I recall. Q. Do you recall reviewing any illustrations? 03:08PM A. Only the ones that I received in, whatever it was, October or November of 2008. Q. If you look on this document at the first page, about a third of the way down the page there's a heading titled "Important Notice" on the left-hand 03:08PM side. A. Okay. Q. I'll read it to you. It states, in part,
3 4 5 6 7 8 9 10 11 12 13 14 15 16 17 18 19 20 21 22 23	MR. MILLSTEIN: Why don't you review it. THE WITNESS: Read what? MR. MILLSTEIN: Review the document before 02:54PM you answer the question. Do you want to repeat the question? MR. LISY: Sure. BY MR. LISY: Q. Have you seen this document before? 03:04PM A. I don't recall. MR. LISY: We have not received a verification page from Dr. Kreps. if you can provide us with one. please. MR. MILLSTEIN: Okay. Sure. 03:05PM MR. LISY: Thanks. BY MR. LISY: Q. Dr. Kreps, have you ever had any communications with any regulatory body about your Conseco insurance policy? 03:05PM A. Regulatory body? What's a regulatory body? Q. For example, the California Department of	3 4 5 6 7 8 9 10 11 12 13 14 15 16 17 18 19 20 21 22	 withdraw that. Over the course of your policy's life did you receive illustrations showing what might happen over time? 03:07PM A. Yes. Q. Did you request those illustrations? A. Are you considering the yearly statement an illustration? Q. I'll try it like this: Aside from the 03:07PM yearly statement, did you request over the course of your life insurance policy any illustrations showing what might happen over time? A. Not that I recall. Q. Do you recall reviewing any illustrations? 03:08PM A. Only the ones that I received in, whatever it was, October or November of 2008. Q. If you look on this document at the first page, about a third of the way down the page there's a heading titled "Important Notice" on the left-hand 03:08PM side. A. Okay.

31 (Pages 118 to 121)

	Case3:10-md-02124-SI Document26	12	Filed04/22/10 Page33 of 37
1	Page 122	· [-	Page 124
1	interest rates, mortality rates, risk charges,	1	A. I mean, it says here that the cash
2	expense factors and frequency, timing and amount	2	value the surrender value is the greater cash
3	of your premium payments."	3	value of \$170,000. So I guess that would be higher
4	Do you see that?	4	than zero, wouldn't it?
5	A. Yeah, I see where it is, yeah. 03:09PM	5	Q. And with respect to the portion of that 03:12PM
6	Q. In October of 2000 withdraw that.	6	phrase that says, "the guaranteed cash value of zero
7	In October of 1987 or thereabouts, did you	7	dollars," did you ever expect that the guaranteed
8	have any understanding about whether your insurance	8	cash value for your life insurance policy should be
9	policy could change drastically due to those kinds	9	more than zero dollars?
10	of variations? 03:09PM	01	A. I'm sorry. Did I ever expect it would be? 03:12PM
11	A. No.	11	Q. Did you ever expect that the guaranteed
12	Q. Did Mr. Winston ever explain to you that	12	cash value of your life insurance policy would be
13	your insurance policy could change with variations	13	more than zero dollars?
14	due to those kinds of factors?	14	MR. MILLSTEIN: Objection. Vague. Calls
15	A. Not that I recall. 03:09PM	15	for a legal conclusion. 03:12PM
16	Q. You said earlier that your understanding	16	THE WITNESS: Yes. Because of statements
17	that you wouldn't have to pay annual premiums past	17	that I read said there was cash value.
18	the fifth year came from Mr. Winston; is that right?	18	BY MR. LISY:
19	A. Correct.	19	Q. Are you referring to the accumulation
20	Q. Did you have any other basis for that 03:10PM	20	account value? 03:12PM
21	understanding?	21	A. No. I'm referring to statements sent to
22	A. Not really, that I recall.	22	me by Conseco.
23	Q. Did you ever see that concept laid out	23	Q. And you feel that those statements
24	in your insurance policy at any time? A. Not that I recall. 03:10PM	24 25	reflected that the guaranteed cash value should be more than zero dollars? 03:13PM
2.5		25	oe more man zero doltars? 05.15PW
· · · ·		T	
	Page 123		Page 125
1	-		
1	Q. Do you know whether your insurance policy	1	MR. MILLSTEIN: Objection. Vague.
	-	123	MR. MILLSTEIN: Objection. Vague. THE WITNESS: Well, it was the cash
2	Q. Do you know whether your insurance policy provides for that kind of an arrangement?	2	MR. MILLSTEIN: Objection. Vague. THE WITNESS: Well, it was the cash value. I don't know that they applied the term
23	Q. Do you know whether your insurance policy provides for that kind of an arrangement?A. No. I haven't reviewed it.Q. You never looked for it?	23	MR. MILLSTEIN: Objection. Vague. THE WITNESS: Well, it was the cash
2 3 4	Q. Do you know whether your insurance policy provides for that kind of an arrangement?A. No. I haven't reviewed it.	234	MR. MILLSTEIN: Objection. Vague. THE WITNESS: Well, it was the cash value. I don't know that they applied the term "guaranteed." They just said the cash value is
2 3 4 5	 Q. Do you know whether your insurance policy provides for that kind of an arrangement? A. No. I haven't reviewed it. Q. You never looked for it? A. I haven't reviewed it during the period of 03:10PM my memory. Q. Do you have any recollection of reviewing 	2 3 4 5	MR. MILLSTEIN: Objection. Vague. THE WITNESS: Well, it was the cash value. I don't know that they applied the term "guaranteed." They just said the cash value is such and such. 03:13PM
2 3 4 5 6	 Q. Do you know whether your insurance policy provides for that kind of an arrangement? A. No. I haven't reviewed it. Q. You never looked for it? A. I haven't reviewed it during the period of 03:10PM my memory. 	2 3 4 5 6	MR. MILLSTEIN: Objection. Vague. THE WITNESS: Well, it was the cash value. I don't know that they applied the term "guaranteed." They just said the cash value is such and such. BY MR. LISY:
2 3 4 5 6 7	 Q. Do you know whether your insurance policy provides for that kind of an arrangement? A. No. I haven't reviewed it. Q. You never looked for it? A. I haven't reviewed it during the period of 03:10PM my memory. Q. Do you have any recollection of reviewing it for that kind of information? A. No. 	2 3 4 5 6 7	MR. MILLSTEIN: Objection. Vague. THE WITNESS: Well, it was the cash value. I don't know that they applied the term "guaranteed." They just said the cash value is such and such. BY MR. LISY: Q. Did you ever review your Massachusetts
2 3 4 5 6 7 8 9 10	 Q. Do you know whether your insurance policy provides for that kind of an arrangement? A. No. I haven't reviewed it. Q. You never looked for it? A. I haven't reviewed it during the period of 03:10PM my memory. Q. Do you have any recollection of reviewing it for that kind of information? A. No. Q. If you turn back to what has been 03:10PM 	2 3 4 5 6 7 8	MR. MILLSTEIN: Objection. Vague. THE WITNESS: Well, it was the cash value. I don't know that they applied the term "guaranteed." They just said the cash value is such and such. BY MR. LISY: Q. Did you ever review your Massachusetts General/Conseco Life Insurance policy for any guaranteed cash values? A. No. 03:13PM
2 3 4 5 6 7 8 9 10 11	 Q. Do you know whether your insurance policy provides for that kind of an arrangement? A. No. I haven't reviewed it. Q. You never looked for it? A. I haven't reviewed it during the period of 03:10PM my memory. Q. Do you have any recollection of reviewing it for that kind of information? A. No. Q. If you turn back to what has been 03:10PM previously marked as Defendant's Exhibit No. 71. 	2 3 4 5 6 7 8 9 10 11	MR. MILLSTEIN: Objection. Vague. THE WITNESS: Well, it was the cash value. I don't know that they applied the term "guaranteed." They just said the cash value is such and such. BY MR. LISY: Q. Did you ever review your Massachusetts General/Conseco Life Insurance policy for any guaranteed cash values? A. No. Q. Getting back to something we talked about
2 3 4 5 6 7 8 9 10 11 12	 Q. Do you know whether your insurance policy provides for that kind of an arrangement? A. No. I haven't reviewed it. Q. You never looked for it? A. I haven't reviewed it during the period of 03:10PM my memory. Q. Do you have any recollection of reviewing it for that kind of information? A. No. Q. If you turn back to what has been 03:10PM previously marked as Defendant's Exhibit No. 71. It's the October 2001 annual statement. 	2 3 4 5 6 7 8 9 10 11 12	MR. MILLSTEIN: Objection. Vague. THE WITNESS: Well, it was the cash value. I don't know that they applied the term "guaranteed." They just said the cash value is such and such. 03:13PM BY MR. LISY: Q. Did you ever review your Massachusetts General/Conseco Life Insurance policy for any guaranteed cash values? A. No. 03:13PM Q. Getting back to something we talked about a minute ago, your understanding that you wouldn't
2 3 4 5 6 7 8 9 10 11 12 13	 Q. Do you know whether your insurance policy provides for that kind of an arrangement? A. No. I haven't reviewed it. Q. You never looked for it? A. I haven't reviewed it during the period of 03:10PM my memory. Q. Do you have any recollection of reviewing it for that kind of information? A. No. Q. If you turn back to what has been 03:10PM previously marked as Defendant's Exhibit No. 71. It's the October 2001 annual statement. A. Yes. 	2 3 4 5 6 7 8 9 10 11 12 13	MR. MILLSTEIN: Objection. Vague. THE WITNESS: Well, it was the cash value. I don't know that they applied the term "guaranteed." They just said the cash value is such and such. BY MR. LISY: Q. Did you ever review your Massachusetts General/Conseco Life Insurance policy for any guaranteed cash values? A. No. Q. Getting back to something we talked about a minute ago, your understanding that you wouldn't have to pay annual premiums past the fifth year.
2 3 4 5 6 7 8 9 10 11 12 13 14	 Q. Do you know whether your insurance policy provides for that kind of an arrangement? A. No. I haven't reviewed it. Q. You never looked for it? A. I haven't reviewed it during the period of 03:10PM my memory. Q. Do you have any recollection of reviewing it for that kind of information? A. No. Q. If you turn back to what has been 03:10PM previously marked as Defendant's Exhibit No. 71. It's the October 2001 annual statement. A. Yes. Q. If you turn to the second page of that, 	2 3 4 5 6 7 8 9 10 11 12 13 14	MR. MILLSTEIN: Objection. Vague. THE WITNESS: Well, it was the cash value. I don't know that they applied the term "guaranteed." They just said the cash value is such and such. 03:13PM BY MR. LISY: Q. Did you ever review your Massachusetts General/Conseco Life Insurance policy for any guaranteed cash values? A. No. 03:13PM Q. Getting back to something we talked about a minute ago, your understanding that you wouldn't have to pay annual premiums past the fifth year. A. Correct.
2 3 4 5 6 7 8 9 10 11 12 13 14 5	 Q. Do you know whether your insurance policy provides for that kind of an arrangement? A. No. I haven't reviewed it. Q. You never looked for it? A. I haven't reviewed it during the period of 03:10PM my memory. Q. Do you have any recollection of reviewing it for that kind of information? A. No. Q. If you turn back to what has been 03:10PM previously marked as Defendant's Exhibit No. 71. It's the October 2001 annual statement. A. Yes. Q. If you turn to the second page of that, again, to that same sentence that we talked about 03:11PM 	2 3 4 5 6 7 8 9 10 11 12 13 14 15	MR. MILLSTEIN: Objection. Vague. THE WITNESS: Well, it was the cash value. I don't know that they applied the term "guaranteed." They just said the cash value is such and such. BY MR. LISY: Q. Did you ever review your Massachusetts General/Conseco Life Insurance policy for any guaranteed cash values? A. No. Q. Getting back to something we talked about a minute ago, your understanding that you wouldn't have to pay annual premiums past the fifth year. A. Correct. Q. Did you ever have any understanding 03:14PM
2 3 4 5 6 7 8 9 10 11 12 13 14 15 16	 Q. Do you know whether your insurance policy provides for that kind of an arrangement? A. No. I haven't reviewed it. Q. You never looked for it? A. I haven't reviewed it during the period of 03:10PM my memory. Q. Do you have any recollection of reviewing it for that kind of information? A. No. Q. If you turn back to what has been 03:10PM previously marked as Defendant's Exhibit No. 71. It's the October 2001 annual statement. A. Yes. Q. If you turn to the second page of that, again, to that same sentence that we talked about 03:11PM before, about the guaranteed cash value of zero 	2 3 4 5 6 7 8 9 10 11 12 13 14 15 16	MR. MILLSTEIN: Objection. Vague. THE WITNESS: Well, it was the cash value. I don't know that they applied the term "guaranteed." They just said the cash value is such and such. BY MR. LISY: Q. Did you ever review your Massachusetts General/Conseco Life Insurance policy for any guaranteed cash values? A. No. Q. Getting back to something we talked about a minute ago, your understanding that you wouldn't have to pay annual premiums past the fifth year. A. Correct. Q. Did you ever have any understanding 03:14PM that withdraw that.
2 3 4 5 6 7 8 9 10 11 12 13 14 15 16 17	 Q. Do you know whether your insurance policy provides for that kind of an arrangement? A. No. I haven't reviewed it. Q. You never looked for it? A. I haven't reviewed it during the period of 03:10PM my memory. Q. Do you have any recollection of reviewing it for that kind of information? A. No. Q. If you turn back to what has been 03:10PM previously marked as Defendant's Exhibit No. 71. It's the October 2001 annual statement. A. Yes. Q. If you turn to the second page of that, again, to that same sentence that we talked about 03:11PM before, about the guaranteed cash value of zero dollars and zero cents. 	2 3 4 5 6 7 8 9 10 11 12 13 14 15 16 17	MR. MILLSTEIN: Objection. Vague. THE WITNESS: Well, it was the cash value. I don't know that they applied the term "guaranteed." They just said the cash value is such and such. 03:13PM BY MR. LISY: Q. Did you ever review your Massachusetts General/Conseco Life Insurance policy for any guaranteed cash values? A. No. 03:13PM Q. Getting back to something we talked about a minute ago, your understanding that you wouldn't have to pay annual premiums past the fifth year. A. Correct. Q. Did you ever have any understanding that withdraw that. Did you ever have any understanding about
2 3 4 5 6 7 8 9 10 11 12 13 14 15 16 17 18	 Q. Do you know whether your insurance policy provides for that kind of an arrangement? A. No. I haven't reviewed it. Q. You never looked for it? A. I haven't reviewed it during the period of 03:10PM my memory. Q. Do you have any recollection of reviewing it for that kind of information? A. No. Q. If you turn back to what has been 03:10PM previously marked as Defendant's Exhibit No. 71. It's the October 2001 annual statement. A. Yes. Q. If you turn to the second page of that, again, to that same sentence that we talked about 03:11PM before, about the guaranteed cash value of zero dollars and zero cents. Do you see that? 	2 3 4 5 6 7 8 9 10 11 12 13 14 15 16 17 18	MR. MILLSTEIN: Objection. Vague. THE WITNESS: Well, it was the cash value. I don't know that they applied the term "guaranteed." They just said the cash value is such and such. 03:13PM BY MR. LISY: Q. Did you ever review your Massachusetts General/Conseco Life Insurance policy for any guaranteed cash values? A. No. 03:13PM Q. Getting back to something we talked about a minute ago, your understanding that you wouldn't have to pay annual premiums past the fifth year. A. Correct. Q. Did you ever have any understanding 03:14PM that withdraw that. Did you ever have any understanding about whether you would ever have to pay any additional
2 3 4 5 6 7 8 9 10 11 12 13 14 15 16 17 18 19	 Q. Do you know whether your insurance policy provides for that kind of an arrangement? A. No. I haven't reviewed it. Q. You never looked for it? A. I haven't reviewed it during the period of 03:10PM my memory. Q. Do you have any recollection of reviewing it for that kind of information? A. No. Q. If you turn back to what has been 03:10PM previously marked as Defendant's Exhibit No. 71. It's the October 2001 annual statement. A. Yes. Q. If you turn to the second page of that, again, to that same sentence that we talked about 03:11PM before, about the guaranteed cash value of zero dollars and zero cents. Do you see that? A. Yes. 	2 3 4 5 6 7 8 9 10 11 12 13 14 15 16 17 18 19	MR. MILLSTEIN: Objection. Vague. THE WITNESS: Well, it was the cash value. I don't know that they applied the term "guaranteed." They just said the cash value is such and such. 03:13PM BY MR. LISY: Q. Did you ever review your Massachusetts General/Conseco Life Insurance policy for any guaranteed cash values? A. No. 03:13PM Q. Getting back to something we talked about a minute ago, your understanding that you wouldn't have to pay annual premiums past the fifth year. A. Correct. Q. Did you ever have any understanding 03:14PM that withdraw that. Did you ever have any understanding about whether you would ever have to pay any additional premium in any circumstance?
2 3 4 5 6 7 8 9 10 11 12 13 14 15 16 17 18 19 20	 Q. Do you know whether your insurance policy provides for that kind of an arrangement? A. No. I haven't reviewed it. Q. You never looked for it? A. I haven't reviewed it during the period of 03:10PM my memory. Q. Do you have any recollection of reviewing it for that kind of information? A. No. Q. If you turn back to what has been 03:10PM previously marked as Defendant's Exhibit No. 71. It's the October 2001 annual statement. A. Yes. Q. If you turn to the second page of that, again, to that same sentence that we talked about 03:11PM before, about the guaranteed cash value of zero dollars and zero cents. Do you see that? A. Yes. Q. Did you ever expect that that guaranteed 03:11PM 	2 3 4 5 6 7 8 9 10 11 12 13 14 15 16 17 18 19 20	MR. MILLSTEIN: Objection. Vague. THE WITNESS: Well, it was the cash value. I don't know that they applied the term "guaranteed." They just said the cash value is such and such. BY MR. LISY: Q. Did you ever review your Massachusetts General/Conseco Life Insurance policy for any guaranteed cash values? A. No. Q. Getting back to something we talked about a minute ago, your understanding that you wouldn't have to pay annual premiums past the fifth year. A. Correct. Q. Did you ever have any understanding 03:14PM that withdraw that. Did you ever have to pay any additional premium in any circumstance? A. I never had any understanding, no. 03:14PM
2 3 4 5 6 7 8 9 10 11 12 13 14 15 16 17 18 19 20 21	 Q. Do you know whether your insurance policy provides for that kind of an arrangement? A. No. I haven't reviewed it. Q. You never looked for it? A. I haven't reviewed it during the period of 03:10PM my memory. Q. Do you have any recollection of reviewing it for that kind of information? A. No. Q. If you turn back to what has been 03:10PM previously marked as Defendant's Exhibit No. 71. It's the October 2001 annual statement. A. Yes. Q. If you turn to the second page of that, again, to that same sentence that we talked about 03:11PM before, about the guaranteed cash value of zero dollars and zero cents. Do you see that? A. Yes. Q. Did you ever expect that that guaranteed 03:11PM cash value would be higher than zero dollars? 	2 3 4 5 6 7 8 9 10 11 12 13 14 15 16 17 18 19 20 21	MR. MILLSTEIN: Objection. Vague. THE WITNESS: Well, it was the cash value. I don't know that they applied the term "guaranteed." They just said the cash value is such and such. BY MR. LISY: Q. Did you ever review your Massachusetts General/Conseco Life Insurance policy for any guaranteed cash values? A. No. 03:13PM Q. Getting back to something we talked about a minute ago, your understanding that you wouldn't have to pay annual premiums past the fifth year. A. Correct. Q. Did you ever have any understanding 03:14PM that withdraw that. Did you ever have to pay any additional premium in any circumstance? A. I never had any understanding, no. 03:14PM Q. As far as you were concerned, once you
2 3 4 5 6 7 8 9 10 11 12 13 14 15 16 17 18 19 20 21 22	 Q. Do you know whether your insurance policy provides for that kind of an arrangement? A. No. I haven't reviewed it. Q. You never looked for it? A. I haven't reviewed it during the period of 03:10PM my memory. Q. Do you have any recollection of reviewing it for that kind of information? A. No. Q. If you turn back to what has been 03:10PM previously marked as Defendant's Exhibit No. 71. It's the October 2001 annual statement. A. Yes. Q. If you turn to the second page of that, again, to that same sentence that we talked about 03:11PM before, about the guaranteed cash value of zero dollars and zero cents. Do you see that? A. Yes. Q. Did you ever expect that that guaranteed 03:11PM cash value would be higher than zero dollars? A. Did I ever expect it would be higher? I 	2 3 4 5 6 7 8 9 10 11 12 13 14 15 16 17 18 19 20 21 22	MR. MILLSTEIN: Objection. Vague. THE WITNESS: Well, it was the cash value. I don't know that they applied the term "guaranteed." They just said the cash value is such and such. BY MR. LISY: Q. Did you ever review your Massachusetts General/Conseco Life Insurance policy for any guaranteed cash values? A. No. Q. Getting back to something we talked about a minute ago, your understanding that you wouldn't have to pay annual premiums past the fifth year. A. Correct. Q. Did you ever have any understanding 03:14PM that withdraw that. Did you ever have to pay any additional premium in any circumstance? A. I never had any understanding, no. Q. As far as you were concerned, once you paid the five annual premiums, that was all the
2 3 4 5 6 7 8 9 10 11 12 13 14 15 16 17 18 19 20 21 22 23	 Q. Do you know whether your insurance policy provides for that kind of an arrangement? A. No. I haven't reviewed it. Q. You never looked for it? A. I haven't reviewed it during the period of 03:10PM my memory. Q. Do you have any recollection of reviewing it for that kind of information? A. No. Q. If you turn back to what has been 03:10PM previously marked as Defendant's Exhibit No. 71. It's the October 2001 annual statement. A. Yes. Q. If you turn to the second page of that, again, to that same sentence that we talked about 03:11PM before, about the guaranteed cash value of zero dollars and zero cents. Do you see that? A. Yes. Q. Did you ever expect that that guaranteed 03:11PM cash value would be higher than zero dollars? A. Did I ever expect it would be higher? I don't know that I had an expectation. I'm not sure 	2 3 4 5 6 7 8 9 10 11 12 13 14 15 16 17 18 19 20 21 22 23	MR. MILLSTEIN: Objection. Vague. THE WITNESS: Well, it was the cash value. I don't know that they applied the term "guaranteed." They just said the cash value is such and such. BY MR. LISY: Q. Did you ever review your Massachusetts General/Conseco Life Insurance policy for any guaranteed cash values? A. No. Q. Getting back to something we talked about a minute ago, your understanding that you wouldn't have to pay annual premiums past the fifth year. A. Correct. Q. Did you ever have any understanding 03:14PM that withdraw that. Did you ever have any understanding about whether you would ever have to pay any additional premium in any circumstance? A. I never had any understanding, no. Q. As far as you were concerned, once you paid the five annual premiums, that was all the money that you would ever have to pay on this
2 3 4 5 6 7 8 9 10 11 12 13 14 15 16 17 18 19 20 21 22	 Q. Do you know whether your insurance policy provides for that kind of an arrangement? A. No. I haven't reviewed it. Q. You never looked for it? A. I haven't reviewed it during the period of 03:10PM my memory. Q. Do you have any recollection of reviewing it for that kind of information? A. No. Q. If you turn back to what has been 03:10PM previously marked as Defendant's Exhibit No. 71. It's the October 2001 annual statement. A. Yes. Q. If you turn to the second page of that, again, to that same sentence that we talked about 03:11PM before, about the guaranteed cash value of zero dollars and zero cents. Do you see that? A. Yes. Q. Did you ever expect that that guaranteed 03:11PM cash value would be higher than zero dollars? A. Did I ever expect it would be higher? I 	2 3 4 5 6 7 8 9 10 11 12 13 14 15 16 17 18 19 20 21 22	MR. MILLSTEIN: Objection. Vague. THE WITNESS: Well, it was the cash value. I don't know that they applied the term "guaranteed." They just said the cash value is such and such. BY MR. LISY: Q. Did you ever review your Massachusetts General/Conseco Life Insurance policy for any guaranteed cash values? A. No. Q. Getting back to something we talked about a minute ago, your understanding that you wouldn't have to pay annual premiums past the fifth year. A. Correct. Q. Did you ever have any understanding 03:14PM that withdraw that. Did you ever have to pay any additional premium in any circumstance? A. I never had any understanding, no. Q. As far as you were concerned, once you paid the five annual premiums, that was all the

32 (Pages 122 to 125)

	Case3:10-md-02124-SI Document26	-12	Filed04/22/10 Page34 of 37
1	Page 126 Q. Okay. When did you first find out that		Page 128
2	Conseco Life was asking you to pay more money into		you what has been marked as Defendant's Exhibit 74.
$\begin{vmatrix} 2\\ 3 \end{vmatrix}$	the insurance policy beyond those five premium	2	Could you take a minute to review it and let me know
		3	if you've seen this document before.
4	payments?	4	MR. MILLSTEIN: Did you give me a copy?
5	A. On October, I think, 31st of 2008, I 03:15PM	5	THE WITNESS: Okay. 03:26PM
6	think. I'd have to check that.	6	BY MR. LISY:
	Q. When you received the correspondence	7	Q. Have you seen this document before?
8	A. Yes.	8	A. I don't recall.
9	Q with the illustrations?	9	Q. Do you recall asking Mr. Killean
10	A. Yes. Wasn't that on the 31st of October 03:15PM	10	withdraw that. 03:26PM
11	of 2008?	11	Do you recall asking Mr. Winston for an
12	Q. Let's say October 2008.	12	illustration about your life insurance policy in or
13	Do you believe that at any time prior to	13	around January of 2002?
14	that Conseco Life should have told you that more	14	A. No, I don't recall.
15	money was required? 03:15PM	15	Q. Did you ask Conseco Life for an 03:27PM
16	MR. MILLSTEIN: Objection. Calls for a	16	illustration about your policy in or around
17	legal conclusion. Assumes facts not in evidence.	17	January of 2002?
18	Lacks foundation.	18	A. I don't recall whether I personally did or
19	THE WITNESS: Well, if there was a	19	not.
20	determination earlier, yes, I would assume they 03:16PM	20	Q. When you say whether you personally did 03:27PM
21	would tell me.	21	or not, is it possible that someone did so on your
22	BY MR. LISY:	22	behalf?
23	Q. What do you mean by "if there was a	23	A. Yes.
24	determination earlier"?	24	Q. Who would that have been?
25	A. Well, if they if Conseco had determined 03:16PM	25	A. Probably Mr. Killean, in looking at the 03:27PM
	Page 127		Page 129
1	that I would need to pay more at an earlier date, I	1	date.
2	would assume that would have been made known to me	2	Q. That would have been Mr. Killean or
3	because in all my statements there was nothing that	3	Mr. Winston?
4	I could see that indicated that there was any kind	4	A. Yeah.
5	of a problem. 03:17PM	5	Q. Mr. Killean? 03:27PM
6	Q. Is there what's withdraw that.	6	A. Mr. Killean probably.
7	What's the basis for your understanding	7	Q. 1 see.
8	that they would have had to have told you when a	8	Did you request that Mr. Killean obtain an
1		4	A CONTRACT OF A CONTRACTACT OF A CONTRACTACT OF A CONTRACTACT OF A CONTRACTACT OF A CONTRACTACTACTACTACTACTACTACTACTACTACTACTACTA
9	determination was made?	9	
9		10	illustration for you on your life insurance policy
	A. That they would have to tell me? 03:17PM	10	illustration for you on your life insurance policy in or around January of 2002? 03:27PM
10	 A. That they would have to tell me? 03:17PM MR. MILLSTEIN: Objection. Calls for a 	10 []	illustration for you on your life insurance policy in or around January of 2002? 03:27PM A. I don't recall if I asked him to obtain an
10 11 12	A. That they would have to tell me? 03:17PM MR. MILLSTEIN: Objection. Calls for a legal conclusion.	10 11 12	illustration for you on your life insurance policy in or around January of 2002? 03:27PM A. I don't recall if I asked him to obtain an illustration, no.
10 11	 A. That they would have to tell me? 03:17PM MR. MILLSTEIN: Objection. Calls for a legal conclusion. MR. LISY: Did I get that wrong? 	10 []	illustration for you on your life insurance policy in or around January of 2002? 03:27PM A. I don't recall if I asked him to obtain an illustration, no. Q. Had he ever shared illustrations that he
10 11 12 13	 A. That they would have to tell me? 03:17PM MR. MILLSTEIN: Objection. Calls for a legal conclusion. MR. LISY: Did I get that wrong? Let me try it again. ['ll withdraw it. 	10 [1 [2]3]4	 illustration for you on your life insurance policy in or around January of 2002? O3:27PM A. I don't recall if I asked him to obtain an illustration, no. Q. Had he ever shared illustrations that he had received with you at any point in time?
10 11 12 13 14 15	 A. That they would have to tell me? 03:17PM MR. MILLSTEIN: Objection. Calls for a legal conclusion. MR. LISY: Did I get that wrong? Let me try it again. I'll withdraw it. Let's go off the record. 03:17PM 	10 [1 12 13 14 15	 illustration for you on your life insurance policy in or around January of 2002? 03:27PM A. I don't recall if I asked him to obtain an illustration, no. Q. Had he ever shared illustrations that he had received with you at any point in time? A. Not that I recall. 03:28PM
10 11 12 13 14 15 16	 A. That they would have to tell me? 03:17PM MR. MILLSTEIN: Objection. Calls for a legal conclusion. MR. LISY: Did I get that wrong? Let me try it again. I'll withdraw it. Let's go off the record. 03:17PM THE VIDEOGRAPHER: The time is 3:18 p.m. 	10 11 12 13 14 15 16	 illustration for you on your life insurance policy in or around January of 2002? 03:27PM A. I don't recall if I asked him to obtain an illustration, no. Q. Had he ever shared illustrations that he had received with you at any point in time? A. Not that I recall. 03:28PM (Whereupon, Defendant's Exhibit 75 was
10 11 12 13 14 15 16 17	 A. That they would have to tell me? 03:17PM MR. MILLSTEIN: Objection. Calls for a legal conclusion. MR. LISY: Did I get that wrong? Let me try it again. I'll withdraw it. Let's go off the record. 03:17PM THE VIDEOGRAPHER: The time is 3:18 p.m. and we are off the record. 	10 11 12 13 14 15 16 17	 illustration for you on your life insurance policy in or around January of 2002? 03:27PM A. I don't recall if I asked him to obtain an illustration, no. Q. Had he ever shared illustrations that he had received with you at any point in time? A. Not that I recall. 03:28PM (Whereupon, Defendant's Exhibit 75 was marked for identification.)
10 11 12 13 14 15 16 17 18	 A. That they would have to tell me? 03:17PM MR. MILLSTEIN: Objection. Calls for a legal conclusion. MR. LISY: Did I get that wrong? Let me try it again. I'll withdraw it. Let's go off the record. 03:17PM THE VIDEOGRAPHER: The time is 3:18 p.m. and we are off the record. (Off the record.) 	10 (1 12 13 14 15 16 17 18	 illustration for you on your life insurance policy in or around January of 2002? 03:27PM A. I don't recall if I asked him to obtain an illustration, no. Q. Had he ever shared illustrations that he had received with you at any point in time? A. Not that I recall. 03:28PM (Whereupon, Defendant's Exhibit 75 was marked for identification.) BY MR. LISY:
10 11 12 13 14 15 16 17 18 19	 A. That they would have to tell me? 03:17PM MR. MILLSTEIN: Objection. Calls for a legal conclusion. MR. LISY: Did I get that wrong? Let me try it again. I'll withdraw it. Let's go off the record. 03:17PM THE VIDEOGRAPHER: The time is 3:18 p.m. and we are off the record. (Off the record.) (Whereupon, Defendant's Exhibit 74 was 	10 [1] 12 13 14 15 16 17 18 19	 illustration for you on your life insurance policy in or around January of 2002? 03:27PM A. I don't recall if I asked him to obtain an illustration, no. Q. Had be ever shared illustrations that he had received with you at any point in time? A. Not that I recall. 03:28PM (Whereupon, Defendant's Exhibit 75 was marked for identification.) BY MR. LISY: Q. And I'd also like to show you what has
10 11 12 13 14 15 16 17 18 19 20	 A. That they would have to tell me? 03:17PM MR. MILLSTEIN: Objection. Calls for a legal conclusion. MR. LISY: Did I get that wrong? Let me try it again. I'll withdraw it. Let's go off the record. 03:17PM THE VIDEOGRAPHER: The time is 3:18 p.m. and we are off the record. (Off the record.) (Whereupon, Defendant's Exhibit 74 was marked for identification off the 	10 11 12 13 14 15 16 17 18 19 20	 illustration for you on your life insurance policy in or around January of 2002? 03:27PM A. I don't recall if I asked him to obtain an illustration, no. Q. Had he ever shared illustrations that he had received with you at any point in time? A. Not that I recall. 03:28PM (Whereupon, Defendant's Exhibit 75 was marked for identification.) BY MR. LISY: Q. And I'd also like to show you what has been previously marked well, excuse me, marked 03:28PM
10 11 12 13 14 15 16 17 18 19 20 21	 A. That they would have to tell me? 03:17PM MR. MILLSTEIN: Objection. Calls for a legal conclusion. MR. LISY: Did I get that wrong? Let me try it again. I'll withdraw it. Let's go off the record. 03:17PM THE VIDEOGRAPHER: The time is 3:18 p.m. and we are off the record. (Off the record.) (Whereupon, Defendant's Exhibit 74 was marked for identification off the record.) 	10 11 12 13 14 15 16 17 18 19 20 21	 illustration for you on your life insurance policy in or around January of 2002? 03:27PM A. I don't recall if I asked him to obtain an illustration, no. Q. Had he ever shared illustrations that he had received with you at any point in time? A. Not that I recall. 03:28PM (Whereupon, Defendant's Exhibit 75 was marked for identification.) BY MR. LISY: Q. And I'd also like to show you what has been previously marked well, excuse me, marked 03:28PM by the court reporter as Defendant's Exhibit 75.
10 11 12 13 14 15 16 17 18 19 20 21 22	 A. That they would have to tell me? 03:17PM MR. MILLSTEIN: Objection. Calls for a legal conclusion. MR. LISY: Did I get that wrong? Let me try it again. I'll withdraw it. Let's go off the record. 03:17PM THE VIDEOGRAPHER: The time is 3:18 p.m. and we are off the record. (Off the record.) (Whereupon, Defendant's Exhibit 74 was marked for identification off the record.) THE VIDEOGRAPHER: The time is 3:24 p.m. 	10 11 12 13 14 15 16 17 18 19 20 21 22	 illustration for you on your life insurance policy in or around January of 2002? 03:27PM A. I don't recall if I asked him to obtain an illustration, no. Q. Had he ever shared illustrations that he had received with you at any point in time? A. Not that I recall. 03:28PM (Whereupon, Defendant's Exhibit 75 was marked for identification.) BY MR. LISY: Q. And I'd also like to show you what has been previously marked well, excuse me, marked 03:28PM by the court reporter as Defendant's Exhibit 75. Is that a copy of the Indianapolis Life
10 11 12 13 14 15 16 17 18 19 20 21 22 23	 A. That they would have to tell me? 03:17PM MR. MILLSTEIN: Objection. Calls for a legal conclusion. MR. LISY: Did I get that wrong? Let me try it again. I'll withdraw it. Let's go off the record. 03:17PM THE VIDEOGRAPHER: The time is 3:18 p.m. and we are off the record. (Off the record.) (Whereupon, Defendant's Exhibit 74 was marked for identification off the record.) THE VIDEOGRAPHER: The time is 3:24 p.m. and we are back on the record. 	10 11 12 13 14 15 16 17 18 19 20 21 22 23	 illustration for you on your life insurance policy in or around January of 2002? 03:27PM A. I don't recall if I asked him to obtain an illustration, no. Q. Had he ever shared illustrations that he had received with you at any point in time? A. Not that I recall. 03:28PM (Whereupon, Defendant's Exhibit 75 was marked for identification.) BY MR. LISY: Q. And I'd also like to show you what has been previously marked well, excuse me, marked 03:28PM by the court reporter as Defendant's Exhibit 75. Is that a copy of the Indianapolis Life Insurance policy that you brought to the deposition
10 11 12 13 14 15 16 17 18 19 20 21 22	 A. That they would have to tell me? 03:17PM MR. MILLSTEIN: Objection. Calls for a legal conclusion. MR. LISY: Did I get that wrong? Let me try it again. I'll withdraw it. Let's go off the record. 03:17PM THE VIDEOGRAPHER: The time is 3:18 p.m. and we are off the record. (Off the record.) (Whereupon, Defendant's Exhibit 74 was marked for identification off the record.) THE VIDEOGRAPHER: The time is 3:24 p.m. 	10 11 12 13 14 15 16 17 18 19 20 21 22	 illustration for you on your life insurance policy in or around January of 2002? 03:27PM A. I don't recall if I asked him to obtain an illustration, no. Q. Had he ever shared illustrations that he had received with you at any point in time? A. Not that I recall. 03:28PM (Whereupon, Defendant's Exhibit 75 was marked for identification.) BY MR. LISY: Q. And I'd also like to show you what has been previously marked well, excuse me, marked 03:28PM by the court reporter as Defendant's Exhibit 75. Is that a copy of the Indianapolis Life

33 (Pages 126 to 129)

	Case3:10-md-02124-SI Document26	12	Filed04/22/10 Page35 of 37
	Page 130		Page 132
1	Q. This policy is currently in force?	1	MR. LISY: Those are all the questions
2	 That's my understanding, yes. 	2	that I have for now subject to any that David has.
3	Q. And the face value is \$600,000?	3	And, again, Dr. Kreps, thank you very much
4	A. That's my understanding, yes.	4	for your time today. I'd be grateful if you could
5	Q. When did that policy go into effect? 03:28PM	5	take a look for those documents that you mentioned 03:32PM
6	A. April 13th, 2002.	6	in your garage.
7	Q. In connection with obtaining that life	7	THE WITNESS: That letter, yeah.
8	insurance policy, did you undertake a review of	8	MR. LISY: And if you find any, if you
9	your existing life insurance policy at the time?	9	would send them to your attorneys, please.
10	MR. MILLSTEIN: Objection. Vague. 03:29PM	10	THE WITNESS: Yeah. And if I get the 03:32PM
11	THE WITNESS: It depends upon what you	11	policy back that they're correcting.
12	mean by "review." I discussed it with Mr. Killean	12	MR. LISY: From Aviva?
13	probably.	13	THE WITNESS: Yes.
14	BY MR. LISY:	14	MR. MILLSTEIN: I'll get you a
15	Q. You discussed your Mass General policy 03:29PM	15	verification. 03:32PM
16	with Mr. Killean	16	MR. LISY: Thank you very much, sir.
17	MR. MILLSTEIN: Objection. Vague.	17	THE VIDEOGRAPHER: This marks the end of
18	BY MR. LISY:	18	disk No. 2 of 2 and concludes today's deposition of
19	Q in or around	19	Eugene Kreps, M.D.
20	A. I don't recall exactly what we discussed. 03:29PM	20	The time is 3:33 p.m. and we are off the 03:33PM
21	Q. What was the purpose for taking out the	21	record.
23	life insurance policy from Indy Life? A. To increase my amount of coverage.	22	DEPOSITION REPORTER: Do you want a copy
24	Q. And by "coverage" do you mean death	23 24	of the transcript?
24	benefit? 03:30PM	24	MR. MILLSTEIN: Yes. I'm going to get a
22	oelent: 05.50PW	25	copy and Gilbert LLC will also get a copy. Okay? 03:33PM
	Page 131		Page 133
1	-	1	Page 133 Send Gilbert their conv expedited 1
1	A. Death benefit, yeah.	1	Send Gilbert their copy expedited. I
1 2 3	A. Death benefit, yeah.Q. At the time that you took out the policy	1 2 3	Send Gilbert their copy expedited. I don't need my copy expedited.
2	A. Death benefit, yeah.Q. At the time that you took out the policyfrom Indy Life, did you review your Mass General	3	Send Gilbert their copy expedited. I don't need my copy expedited. (Whereupon, the deposition concluded.)
2 3	A. Death benefit, yeah.Q. At the time that you took out the policy from Indy Life, did you review your Mass General Life Insurance policy with Mr. Killean?	3 4	Send Gilbert their copy expedited. I don't need my copy expedited.
2 3 4	A. Death benefit, yeah.Q. At the time that you took out the policyfrom Indy Life, did you review your Mass General	3 4 5	Send Gilbert their copy expedited. I don't need my copy expedited. (Whereupon, the deposition concluded.)
2 3 4 5	 A. Death benefit, yeah. Q. At the time that you took out the policy from Indy Life, did you review your Mass General Life Insurance policy with Mr. Killean? A. Oh, we discussed it. I don't know if you 03:30PM 	3 4	Send Gilbert their copy expedited. I don't need my copy expedited. (Whereupon, the deposition concluded.)
2 3 4 5 6	 A. Death benefit, yeah. Q. At the time that you took out the policy from Indy Life, did you review your Mass General Life Insurance policy with Mr. Killean? A. Oh, we discussed it. I don't know if you 03:30PM would consider it a review. 	3 4 5 6 7	Send Gilbert their copy expedited. I don't need my copy expedited. (Whereupon, the deposition concluded.)
2 3 4 5 6 7	 A. Death benefit, yeah. Q. At the time that you took out the policy from Indy Life, did you review your Mass General Life Insurance policy with Mr. Killean? A. Oh, we discussed it. I don't know if you 03:30PM would consider it a review. Q. What about the policy did you discuss? 	3 4 5 6	Send Gilbert their copy expedited. I don't need my copy expedited. (Whereupon, the deposition concluded.)
2 3 4 5 6 7 8	 A. Death benefit, yeah. Q. At the time that you took out the policy from Indy Life, did you review your Mass General Life Insurance policy with Mr. Killean? A. Oh, we discussed it. I don't know if you 03:30PM would consider it a review. Q. What about the policy did you discuss? A. The fact that it had sufficient cash 	3 4 5 6 7 8	Send Gilbert their copy expedited. I don't need my copy expedited. (Whereupon, the deposition concluded.)
2 3 4 5 6 7 8 9	 A. Death benefit, yeah. Q. At the time that you took out the policy from Indy Life, did you review your Mass General Life Insurance policy with Mr. Killean? A. Oh, we discussed it. I don't know if you 03:30PM would consider it a review. Q. What about the policy did you discuss? A. The fact that it had sufficient cash value, that it would be advantageous to borrow out 	3 4 5 6 7 8 9	Send Gilbert their copy expedited. I don't need my copy expedited. (Whereupon, the deposition concluded.)
2 3 4 5 6 7 8 9 10	 A. Death benefit, yeah. Q. At the time that you took out the policy from Indy Life, did you review your Mass General Life Insurance policy with Mr. Killean? A. Oh, we discussed it. I don't know if you 03:30PM would consider it a review. Q. What about the policy did you discuss? A. The fact that it had sufficient cash value, that it would be advantageous to borrow out some of the cash value in order to take out another 03:30PM 	3 4 5 6 7 8 9 10	Send Gilbert their copy expedited. I don't need my copy expedited. (Whereupon, the deposition concluded.)
2 3 4 5 6 7 8 9 10 11 12 13	 A. Death benefit, yeah. Q. At the time that you took out the policy from Indy Life, did you review your Mass General Life Insurance policy with Mr. Killean? A. Oh, we discussed it. I don't know if you 03:30PM would consider it a review. Q. What about the policy did you discuss? A. The fact that it had sufficient cash value, that it would be advantageous to borrow out some of the cash value in order to take out another 03:30PM policy that only to the extent that it would not affect the term and the guarantees on the Conseco or Mass General policy. 	3 4 5 6 7 8 9 10 11	Send Gilbert their copy expedited. I don't need my copy expedited. (Whereupon, the deposition concluded.)
2 3 4 5 6 7 8 9 10 11 12 13 14	 A. Death benefit, yeah. Q. At the time that you took out the policy from Indy Life, did you review your Mass General Life Insurance policy with Mr. Killean? A. Oh, we discussed it. I don't know if you 03:30PM would consider it a review. Q. What about the policy did you discuss? A. The fact that it had sufficient cash value, that it would be advantageous to borrow out some of the cash value in order to take out another 03:30PM policy that only to the extent that it would not affect the term and the guarantees on the Conseco or Mass General policy. Q. Did you determine whether there was 	3 4 5 6 7 8 9 10 11 12	Send Gilbert their copy expedited. I don't need my copy expedited. (Whereupon, the deposition concluded.)
2 3 4 5 6 7 8 9 10 11 12 13 14 15	 A. Death benefit, yeah. Q. At the time that you took out the policy from Indy Life, did you review your Mass General Life Insurance policy with Mr. Killean? A. Oh, we discussed it. I don't know if you 03:30PM would consider it a review. Q. What about the policy did you discuss? A. The fact that it had sufficient cash value, that it would be advantageous to borrow out some of the cash value in order to take out another 03:30PM policy that only to the extent that it would not affect the term and the guarantees on the Conseco or Mass General policy. Q. Did you determine whether there was sufficient cash value to follow those plans? 03:31PM 	3 4 5 6 7 8 9 10 11 12 13	Send Gilbert their copy expedited. I don't need my copy expedited. (Whereupon, the deposition concluded.)
2 3 4 5 6 7 8 9 10 11 12 13 14 15 16	 A. Death benefit, yeah. Q. At the time that you took out the policy from Indy Life, did you review your Mass General Life Insurance policy with Mr. Killean? A. Oh, we discussed it. I don't know if you 03:30PM would consider it a review. Q. What about the policy did you discuss? A. The fact that it had sufficient cash value, that it would be advantageous to borrow out some of the cash value in order to take out another 03:30PM policy that only to the extent that it would not affect the term and the guarantees on the Conseco or Mass General policy. Q. Did you determine whether there was sufficient cash value to follow those plans? 03:31PM A. I did not personally. Mr. Killean had 	3 4 5 6 7 8 9 10 11 12 13 14	Send Gilbert their copy expedited. I don't need my copy expedited. (Whereupon, the deposition concluded.)
2 3 4 5 6 7 8 9 10 11 12 13 14 15 16 17	 A. Death benefit, yeah. Q. At the time that you took out the policy from Indy Life, did you review your Mass General Life Insurance policy with Mr. Killean? A. Oh, we discussed it. I don't know if you 03:30PM would consider it a review. Q. What about the policy did you discuss? A. The fact that it had sufficient cash value, that it would be advantageous to borrow out some of the cash value in order to take out another 03:30PM policy that only to the extent that it would not affect the term and the guarantees on the Conseco or Mass General policy. Q. Did you determine whether there was sufficient cash value to follow those plans? 03:31PM A. I did not personally. Mr. Killean had discussions with the people at Conseco. 	3 4 5 6 7 8 9 10 11 12 13 14 15 16 17	Send Gilbert their copy expedited. I don't need my copy expedited. (Whereupon, the deposition concluded.)
2 3 4 5 6 7 8 9 10 11 12 13 14 15 16 17 18	 A. Death benefit, yeah. Q. At the time that you took out the policy from Indy Life, did you review your Mass General Life Insurance policy with Mr. Killean? A. Oh, we discussed it. I don't know if you 03:30PM would consider it a review. Q. What about the policy did you discuss? A. The fact that it had sufficient cash value, that it would be advantageous to borrow out some of the cash value in order to take out another 03:30PM policy that only to the extent that it would not affect the term and the guarantees on the Conseco or Mass General policy. Q. Did you determine whether there was sufficient cash value to follow those plans? 03:31PM A. I did not personally. Mr. Killean had discussions with the people at Conseco. Q. Did Mr. Killean relate the context of 	3 4 5 6 7 8 9 10 11 12 13 14 15 16 17 18	Send Gilbert their copy expedited. I don't need my copy expedited. (Whereupon, the deposition concluded.)
2 3 4 5 6 7 8 9 10 11 12 13 14 15 16 17 18 19	 A. Death benefit, yeah. Q. At the time that you took out the policy from Indy Life, did you review your Mass General Life Insurance policy with Mr. Killean? A. Oh, we discussed it. I don't know if you 03:30PM would consider it a review. Q. What about the policy did you discuss? A. The fact that it had sufficient cash value, that it would be advantageous to borrow out some of the cash value in order to take out another 03:30PM policy that only to the extent that it would not affect the term and the guarantees on the Conseco or Mass General policy. Q. Did you determine whether there was sufficient cash value to follow those plans? 03:31PM A. I did not personally. Mr. Killean had discussions with the people at Conseco. Q. Did Mr. Killean relate the context of those discussions to you? 	3 4 5 6 7 8 9 10 11 12 13 14 15 16 17 18 19	Send Gilbert their copy expedited. I don't need my copy expedited. (Whereupon, the deposition concluded.)
2 3 4 5 6 7 8 9 10 11 12 13 14 15 16 17 18 19 20	 A. Death benefit, yeah. Q. At the time that you took out the policy from Indy Life, did you review your Mass General Life Insurance policy with Mr. Killean? A. Oh, we discussed it. I don't know if you 03:30PM would consider it a review. Q. What about the policy did you discuss? A. The fact that it had sufficient cash value, that it would be advantageous to borrow out some of the cash value in order to take out another 03:30PM policy that only to the extent that it would not affect the term and the guarantees on the Conseco or Mass General policy. Q. Did you determine whether there was sufficient cash value to follow those plans? 03:31PM A. I did not personally. Mr. Killean had discussions with the people at Conseco. Q. Did Mr. Killean relate the context of those discussions to you? A. Yes. That's what determined the amount 03:31PM 	3 4 5 6 7 8 9 10 11 12 13 14 15 16 17 18 19 20	Send Gilbert their copy expedited. I don't need my copy expedited. (Whereupon, the deposition concluded.)
2 3 4 5 6 7 8 9 10 11 12 13 14 15 16 17 18 19 20 21	 A. Death benefit, yeah. Q. At the time that you took out the policy from Indy Life, did you review your Mass General Life Insurance policy with Mr. Killean? A. Oh, we discussed it. I don't know if you 03:30PM would consider it a review. Q. What about the policy did you discuss? A. The fact that it had sufficient cash value, that it would be advantageous to borrow out some of the cash value in order to take out another 03:30PM policy that only to the extent that it would not affect the term and the guarantees on the Conseco or Mass General policy. Q. Did you determine whether there was sufficient cash value to follow those plans? 03:31PM A. I did not personally. Mr. Killean had discussions with the people at Conseco. Q. Did Mr. Killean relate the context of those discussions to you? A. Yes. That's what determined the amount 03:31PM that was borrowed. 	3 4 5 6 7 8 9 10 11 12 13 14 15 16 17 18 19 20 21	Send Gilbert their copy expedited. I don't need my copy expedited. (Whereupon, the deposition concluded.)
2 3 4 5 6 7 8 9 10 11 12 13 14 15 16 17 18 19 20 21 22	 A. Death benefit, yeah. Q. At the time that you took out the policy from Indy Life, did you review your Mass General Life Insurance policy with Mr. Killean? A. Oh, we discussed it. I don't know if you 03:30PM would consider it a review. Q. What about the policy did you discuss? A. The fact that it had sufficient cash value, that it would be advantageous to borrow out some of the cash value in order to take out another 03:30PM policy that only to the extent that it would not affect the term and the guarantees on the Conseco or Mass General policy. Q. Did you determine whether there was sufficient cash value to follow those plans? 03:31PM A. I did not personally. Mr. Killean had discussions with the people at Conseco. Q. Did Mr. Killean relate the context of those discussions to you? A. Yes. That's what determined the amount 03:31PM that was borrowed. Q. Did you review any documents in connection 	3 4 5 6 7 8 9 10 11 12 13 14 15 16 17 18 19 20 21 22	Send Gilbert their copy expedited. I don't need my copy expedited. (Whereupon, the deposition concluded.)
2 3 4 5 6 7 8 9 10 11 12 13 14 15 16 17 18 19 20 21 22 23	 A. Death benefit, yeah. Q. At the time that you took out the policy from Indy Life, did you review your Mass General Life Insurance policy with Mr. Killean? A. Oh, we discussed it. I don't know if you 03:30PM would consider it a review. Q. What about the policy did you discuss? A. The fact that it had sufficient cash value, that it would be advantageous to borrow out some of the cash value in order to take out another 03:30PM policy that only to the extent that it would not affect the term and the guarantees on the Conseco or Mass General policy. Q. Did you determine whether there was sufficient cash value to follow those plans? 03:31PM A. I did not personally. Mr. Killean had discussions with the people at Conseco. Q. Did Mr. Killean relate the context of those discussions to you? A. Yes. That's what determined the amount 03:31PM that was borrowed. Q. Did you review any documents in connection 	3 4 5 6 7 8 9 10 11 12 13 14 15 16 17 18 19 20 21 22 23	Send Gilbert their copy expedited. I don't need my copy expedited. (Whereupon, the deposition concluded.)
2 3 4 5 6 7 8 9 10 11 12 13 14 15 16 17 18 19 20 21 22 23 24	 A. Death benefit, yeah. Q. At the time that you took out the policy from Indy Life, did you review your Mass General Life Insurance policy with Mr. Killean? A. Oh, we discussed it. I don't know if you 03:30PM would consider it a review. Q. What about the policy did you discuss? A. The fact that it had sufficient cash value, that it would be advantageous to borrow out some of the cash value in order to take out another 03:30PM policy that only to the extent that it would not affect the term and the guarantees on the Conseco or Mass General policy. Q. Did you determine whether there was sufficient cash value to follow those plans? 03:31PM A. I did not personally. Mr. Killean had discussions with the people at Conseco. Q. Did Mr. Killean relate the context of those discussions to you? A. Yes. That's what determined the amount 03:31PM that was borrowed. Q. Did you review any documents in connection with that analysis? A. Not that I recall. I just don't recall if 	3 4 5 6 7 8 9 10 11 12 13 14 15 16 17 18 19 20 21 22 23 24	Send Gilbert their copy expedited. I don't need my copy expedited. (Whereupon, the deposition concluded.)
2 3 4 5 6 7 8 9 10 11 12 13 14 15 16 17 18 19 20 21 22 23	 A. Death benefit, yeah. Q. At the time that you took out the policy from Indy Life, did you review your Mass General Life Insurance policy with Mr. Killean? A. Oh, we discussed it. I don't know if you 03:30PM would consider it a review. Q. What about the policy did you discuss? A. The fact that it had sufficient cash value, that it would be advantageous to borrow out some of the cash value in order to take out another 03:30PM policy that only to the extent that it would not affect the term and the guarantees on the Conseco or Mass General policy. Q. Did you determine whether there was sufficient cash value to follow those plans? 03:31PM A. I did not personally. Mr. Killean had discussions with the people at Conseco. Q. Did Mr. Killean relate the context of those discussions to you? A. Yes. That's what determined the amount 03:31PM that was borrowed. Q. Did you review any documents in connection 	3 4 5 6 7 8 9 10 11 12 13 14 15 16 17 18 19 20 21 22 23	Send Gilbert their copy expedited. I don't need my copy expedited. (Whereupon, the deposition concluded.)

34 (Pages 130 to 133)

	Case3:10-md-02124-SI Document26-	12	Filed04/22/10	Page36 of 37	
	Page 134			Ų	Page 136
1	CERTIFICATE OF REPORTER	1	ĒX	HIBITS	
2		2	271	morro	
3	I, JANIS L. JENNINGS, a Certified Shorthand	3	EXHIBIT	DESCRIPTION	PAGE
4	Reporter of the State of California, do hereby certify:	4			THOE
5	That the foregoing proceedings were taken	5	Exhibit 61 Mass	achusetts General Life	e insurance
6	before me at the time and place herein set forth; that	6		LIC 0003834 - 3854	69
7	any witnesses in the foregoing proceedings, prior to	7			07
8	testifying, were placed under oath; that a verbatim	8	Exhibit 62 Mass	achusetts General Life	e Insurance
9	record of the proceedings was made by me using machine	9		Annual Report; CLIC	
10	shorthand which was thereafter transcribed under my	10	1039	75	
11	direction; further, that the foregoing is an accurate	11			
12	transcription thereof.	12	Exhibit 63 Letter	r dated 9/24/92 from E	Eugene Kreps
13	I further certify that I am neither	13		husetts General Life I	
14	financially interested in the action nor a relative or	14	Company	; CLIC 0001247 - 124	8 81
15	employee of any attorney of any of the parties.	15		,	
16	IN WITNESS WHEREOF, I have this date	16	Exhibit 64 Letter	from Eugene Kreps t	io
17	subscribed my name.	17		setts General Life Inst	
18		18	Co.; CLIC	0001245	85
19	Dated: January 18, 2009.	19			
20		20	Exhibit 65 Massa	achusetts General Life	e policy
21		21		tement for July 01, 19	
22		22	July 05, 1 ⁴	995; CLIC 0001143 -	1144 88
23	JANIS JENNINGS, CSR NO. 3942, CLR, CRP	23			
24		24			
25		25			
	······				
				· · · · · · · · · · · · · · · · · · ·	- <u>.</u>
	Page 135			<u> </u>	Page 137
1	Page 135	1	E X	HIBITS	Page 137
12		1	EX	HIBITS	Page 137
	INDEX	1 2 3			
2	INDEX	1 2 3 4	E X EXHIBIT	H I B I T S DESCRIPTION	Page 137 PAGE
2 3	INDEX SUNDAY, JANUARY 10, 2010	3	EXHIBIT	DESCRIPTION	PAGE
2 3 4	INDEX SUNDAY, JANUARY 10, 2010 WITNESS	3 4	EXHIBIT Exhibit 66 Massa	DESCRIPTION	PAGE
2 3 4 5	I N D E X SUNDAY, JANUARY 10, 2010 WITNESS R. EUGENE KREPS, M.D. PAGE	3 4 5	EXHIBIT Exhibit 66 Massa statement	DESCRIPTION achusetts General Life of policy value - July	PAGE requested 01,
2 3 4 5 6 7 8	I N D E X SUNDAY, JANUARY 10, 2010 WITNESS R. EUGENE KREPS, M.D.	3 4 5 6	EXHIBIT Exhibit 66 Massa statement	DESCRIPTION	PAGE requested 01,
2 3 4 5 6 7 8 9	I N D E X SUNDAY, JANUARY 10, 2010 WITNESS R. EUGENE KREPS, M.D. PAGE	3 4 5 6 7	EXHIBIT Exhibit 66 Massa statement 1996 to Ju	DESCRIPTION achusetts General Life of policy value - July Ily 02, 1997; CLIC 00	PAGE requested 01,
2 3 4 5 6 7 8 9 10	I N D E X SUNDAY, JANUARY 10, 2010 WITNESS R. EUGENE KREPS, M.D. PAGE EXAMINATION BY MR. LISY 5	3 4 5 6 7 8	EXHIBIT Exhibit 66 Massa statement 1996 to Ju 3954	DESCRIPTION achusetts General Life of policy value - July Ily 02, 1997; CLIC 00	PAGE requested 01, 03953 -
2 3 4 5 6 7 8 9 10 11	INDEX SUNDAY, JANUARY 10, 2010 WITNESS R. EUGENE KREPS, M.D. PAGE EXAMINATION BY MR. LISY 5 QUESTIONS WITNESS INSTRUCTED NOT TO ANSWER	3 4 5 6 7 8 9 10 11	EXHIBIT Exhibit 66 Massa statement 1996 to Ju 3954 Exhibit 67 Conse October 0	DESCRIPTION achusetts General Life of policy value - July ily 02, 1997; CLIC 00 94 cco Life policyholder s 1, 1998 to October 02.	PAGE requested 01, 03953 - statement for
2 3 4 5 6 7 8 9 10 11 12	INDEX SUNDAY, JANUARY 10, 2010 WITNESS R. EUGENE KREPS, M.D. PAGE EXAMINATION BY MR. LISY 5 QUESTIONS WITNESS INSTRUCTED NOT TO ANSWER PAGE LINE	3 4 5 6 7 8 9 10	EXHIBIT Exhibit 66 Massa statement 1996 to Ju 3954 Exhibit 67 Conse October 0	DESCRIPTION achusetts General Life of policy value - July ily 02, 1997; CLIC 00 94 co Life policyholder s	PAGE requested 01, 03953 - statement for
2 3 4 5 6 7 8 9 10 11 12 13	INDEX SUNDAY, JANUARY 10, 2010 WITNESS R. EUGENE KREPS, M.D. PAGE EXAMINATION BY MR. LISY 5 QUESTIONS WITNESS INSTRUCTED NOT TO ANSWER PAGE LINE 22 25	3 4 5 6 7 8 9 10 11 12 13	EXHIBIT Exhibit 66 Massa statement 1996 to Ju 3954 Exhibit 67 Conse October 0 CLIC 0006	DESCRIPTION achusetts General Life of policy value - July ily 02, 1997; CLIC 00 94 eco Life policyholder s 1, 1998 to October 02, 6637 - 6638	PAGE requested 01, 03953 - statement for , 1999; 97
2 3 4 5 6 7 8 9 10 11 12 13 14	INDEX SUNDAY, JANUARY 10, 2010 WITNESS R. EUGENE KREPS, M.D. PAGE EXAMINATION BY MR. LISY 5 QUESTIONS WITNESS INSTRUCTED NOT TO ANSWER PAGE LINE 22 25 59 19	3 4 5 6 7 8 9 10 11 12 13 14	EXHIBIT Exhibit 66 Massa statement 1996 to Ju 3954 Exhibit 67 Conse October 0 CLIC 0000 Exhibit 68 Letter	DESCRIPTION achusetts General Life of policy value - July ly 02, 1997; CLIC 00 94 co Life policyholder s 1, 1998 to October 02. 6637 - 6638 dated 10/7/08 from C	PAGE requested 01, 03953 - statement for , 1999; 97 Conseco Life
2 3 4 5 6 7 8 9 10 11 12 13 14 15	INDEX SUNDAY, JANUARY 10, 2010 WITNESS R. EUGENE KREPS, M.D. PAGE EXAMINATION BY MR. LISY 5 QUESTIONS WITNESS INSTRUCTED NOT TO ANSWER PAGE LINE 22 25 59 19 60 14	3 4 5 6 7 8 9 10 11 12 13 14 15	EXHIBIT Exhibit 66 Massa statement 1996 to Ju 3954 Exhibit 67 Conse October 0 CLIC 0000 Exhibit 68 Letter Insurance	DESCRIPTION achusetts General Life of policy value - July ily 02, 1997; CLIC 00 94 eco Life policyholder s 1, 1998 to October 02, 6637 - 6638 dated 10/7/08 from C Company to Eugene F	PAGE requested 01, 03953 - statement for , 1999; 97 Conseco Life
2 3 4 5 6 7 8 9 10 11 12 13 14 15 16	INDEX SUNDAY, JANUARY 10, 2010 WITNESS R. EUGENE KREPS, M.D. PAGE EXAMINATION BY MR. LISY 5 QUESTIONS WITNESS INSTRUCTED NOT TO ANSWER PAGE LINE 22 25 59 19 60 14 64 9	3 4 5 6 7 8 9 10 11 12 13 14 15 16	EXHIBIT Exhibit 66 Massa statement 1996 to Ju 3954 Exhibit 67 Conse October 0 CLIC 0000 Exhibit 68 Letter	DESCRIPTION achusetts General Life of policy value - July ily 02, 1997; CLIC 00 94 eco Life policyholder s 1, 1998 to October 02, 6637 - 6638 dated 10/7/08 from C Company to Eugene F	PAGE requested 01, 03953 - statement for , 1999; 97 Conseco Life
2 3 4 5 6 7 8 9 10 11 12 13 14 15 16 17	INDEX SUNDAY, JANUARY 10, 2010 WITNESS R. EUGENE KREPS, M.D. PAGE EXAMINATION BY MR. LISY 5 QUESTIONS WITNESS INSTRUCTED NOT TO ANSWER PAGE LINE 22 25 59 19 60 14 64 9 67 4	3 4 5 6 7 8 9 10 11 12 13 14 15 16 17	EXHIBIT Exhibit 66 Massa statement 1996 to Ju 3954 Exhibit 67 Conse October 0 CLIC 0006 Exhibit 68 Letter Insurance BRD00011	DESCRIPTION achusetts General Life of policy value - July ily 02, 1997; CLIC 00 94 eco Life policyholder s 1, 1998 to October 02 6637 - 6638 dated 10/7/08 from C Company to Eugene H 25 - 143	PAGE requested 01, 03953 - statement for , 1999; 97 Sonseco Life Kreps; 105
2 3 4 5 6 7 8 9 10 11 12 13 14 15 16 17 48	INDEX SUNDAY, JANUARY 10, 2010 WITNESS R. EUGENE KREPS, M.D. PAGE EXAMINATION BY MR. LISY 5 QUESTIONS WITNESS INSTRUCTED NOT TO ANSWER PAGE LINE 22 25 59 19 60 14 64 9 67 4 67 21	3 4 5 6 7 8 9 10 11 12 13 14 15 16 17 18	EXHIBIT Exhibit 66 Massa statement 1996 to Ju 3954 Exhibit 67 Conse October 0 CLIC 0000 Exhibit 68 Letter Insurance BRD00012 Exhibit 69 Letter	DESCRIPTION achusetts General Life of policy value - July ily 02, 1997; CLIC 00 94 eco Life policyholder s 1, 1998 to October 02 6637 - 6638 dated 10/7/08 from C Company to Eugene H 25 - 143 dated 10/29/09 from H	PAGE requested 01, 03953 - statement for , 1999; 97 conseco Life Kreps; 105 R. Eugene
2 3 4 5 6 7 8 9 10 11 12 13 14 15 16 17 18 19	INDEX SUNDAY, JANUARY 10, 2010 WITNESS R. EUGENE KREPS, M.D. PAGE EXAMINATION BY MR. LISY 5 QUESTIONS WITNESS INSTRUCTED NOT TO ANSWER PAGE LINE 22 25 59 19 60 14 64 9 67 4 67 21 68 13	3 4 5 6 7 8 9 10 11 12 13 14 15 16 17 18 19	EXHIBIT Exhibit 66 Massa statement 1996 to Ju 3954 Exhibit 67 Conse October 0 CLIC 0000 Exhibit 68 Letter Insurance BRD00012 Exhibit 69 Letter Kreps to C	DESCRIPTION achusetts General Life of policy value - July ily 02, 1997; CLIC 00 94 co Life policyholder s 1, 1998 to October 02, 6637 - 6638 dated 10/7/08 from C Company to Eugene H 25 - 143 dated 10/29/09 from H conseco Life Insurance	PAGE requested 01, 03953 - statement for , 1999; 97 Conseco Life Kreps; 105 R. Eugene e Company;
2 3 4 5 6 7 8 9 10 11 12 13 14 15 16 17 18 19 20	INDEX SUNDAY, JANUARY 10, 2010 WITNESS R. EUGENE KREPS, M.D. PAGE EXAMINATION BY MR. LISY 5 QUESTIONS WITNESS INSTRUCTED NOT TO ANSWER PAGE LINE 22 25 59 19 60 14 64 9 67 4 67 21 68 13 78 2	3 4 5 6 7 8 9 10 11 12 13 14 15 16 17 18 19 20	EXHIBIT Exhibit 66 Massa statement 1996 to Ju 3954 Exhibit 67 Conse October 0 CLIC 0000 Exhibit 68 Letter Insurance BRD00012 Exhibit 69 Letter	DESCRIPTION achusetts General Life of policy value - July ily 02, 1997; CLIC 00 94 co Life policyholder s 1, 1998 to October 02, 6637 - 6638 dated 10/7/08 from C Company to Eugene H 25 - 143 dated 10/29/09 from H conseco Life Insurance	PAGE requested 01, 03953 - statement for , 1999; 97 conseco Life Kreps; 105 R. Eugene
2 3 4 5 6 7 8 9 10 11 12 13 14 15 16 17 18 19 20 21	INDEX SUNDAY, JANUARY 10, 2010 WITNESS R. EUGENE KREPS, M.D. PAGE EXAMINATION BY MR. LISY 5 QUESTIONS WITNESS INSTRUCTED NOT TO ANSWER PAGE LINE 22 25 59 19 60 14 64 9 67 4 67 21 68 13	3 4 5 6 7 8 9 10 11 12 13 14 15 16 17 18 19 20 21	EXHIBIT Exhibit 66 Massa statement 1996 to Ju 3954 Exhibit 67 Conse October 0 CLIC 0000 Exhibit 68 Letter Insurance BRD0001 Exhibit 69 Letter Kreps to C BRD0003	DESCRIPTION achusetts General Life of policy value - July ily 02, 1997; CLIC 00 94 coo Life policyholder s 1, 1998 to October 02 6637 - 6638 dated 10/7/08 from C Company to Eugene H 25 - 143 dated 10/29/09 from H conseco Life Insurance 90	PAGE requested 01, 03953 - statement for , 1999; 97 conseco Life Kreps; 105 R. Eugene e Company; 110
2 3 4 5 6 7 8 9 10 11 12 13 14 15 16 17 18 19 20 21 22	INDEX SUNDAY, JANUARY 10, 2010 WITNESS R. EUGENE KREPS, M.D. PAGE EXAMINATION BY MR. LISY 5 QUESTIONS WITNESS INSTRUCTED NOT TO ANSWER PAGE LINE 22 25 59 19 60 14 64 9 67 4 67 21 68 13 78 2	3 4 5 6 7 8 9 10 11 12 13 14 15 16 17 18 19 20 21 22	EXHIBIT Exhibit 66 Massa statement 1996 to Ju 3954 Exhibit 67 Conse October 0 CLIC 0000 Exhibit 68 Letter Insurance BRD0001 Exhibit 69 Letter Kreps to C BRD0003 Exhibit 70 Docum	DESCRIPTION achusetts General Life of policy value - July ily 02, 1997; CLIC 00 94 coo Life policyholder s 1, 1998 to October 02 6637 - 6638 dated 10/7/08 from C Company to Eugene H 25 - 143 dated 10/29/09 from H conseco Life Insurance 90 nent titled "Request to	PAGE requested 01, 03953 - statement for , 1999; 97 conseco Life Kreps; 105 R. Eugene e Company; 110 o Surrender
2 3 4 5 6 7 8 9 10 11 12 13 14 15 16 17 18 19 20 21 22 23	INDEX SUNDAY, JANUARY 10, 2010 WITNESS R. EUGENE KREPS, M.D. PAGE EXAMINATION BY MR. LISY 5 QUESTIONS WITNESS INSTRUCTED NOT TO ANSWER PAGE LINE 22 25 59 19 60 14 64 9 67 4 67 21 68 13 78 2	3 4 5 6 7 8 9 10 11 12 13 14 15 16 17 18 19 20 21 22 23	EXHIBIT Exhibit 66 Massa statement 1996 to Ju 3954 Exhibit 67 Conse October 0 CLIC 0000 Exhibit 68 Letter Insurance BRD0001 Exhibit 69 Letter Kreps to C BRD0003 Exhibit 70 Docum	DESCRIPTION achusetts General Life of policy value - July 1 uly 02, 1997; CLIC 00 94 eco Life policyholder s 1, 1998 to October 02 6637 - 6638 dated 10/7/08 from C Company to Eugene H 25 - 143 dated 10/29/09 from H conseco Life Insurance 90 nent titled "Request to sh Value" with attach	PAGE requested 01, 03953 - statement for , 1999; 97 conseco Life Kreps; 105 R. Eugene e Company; 110 o Surrender ments;
2 3 4 5 6 7 8 9 10 11 12 13 14 15 16 17 18 19 20 21 22 23 24	INDEX SUNDAY, JANUARY 10, 2010 WITNESS R. EUGENE KREPS, M.D. PAGE EXAMINATION BY MR. LISY 5 QUESTIONS WITNESS INSTRUCTED NOT TO ANSWER PAGE LINE 22 25 59 19 60 14 64 9 67 4 67 21 68 13 78 2	3 4 5 6 7 8 9 10 11 12 13 14 15 16 17 18 19 20 21 22 23 24	EXHIBIT Exhibit 66 Massa statement 1996 to Ju 3954 Exhibit 67 Conse October 0 CLIC 0000 Exhibit 68 Letter Insurance BRD0001 Exhibit 69 Letter Kreps to C BRD0003 Exhibit 70 Docum	DESCRIPTION achusetts General Life of policy value - July ily 02, 1997; CLIC 00 94 coo Life policyholder s 1, 1998 to October 02 6637 - 6638 dated 10/7/08 from C Company to Eugene H 25 - 143 dated 10/29/09 from H conseco Life Insurance 90 nent titled "Request to	PAGE requested 01, 03953 - statement for , 1999; 97 conseco Life Kreps; 105 R. Eugene e Company; 110 o Surrender
2 3 4 5 6 7 8 9 10 11 12 13 14 15 16 17 18 19 20 21 22 23	INDEX SUNDAY, JANUARY 10, 2010 WITNESS R. EUGENE KREPS, M.D. PAGE EXAMINATION BY MR. LISY 5 QUESTIONS WITNESS INSTRUCTED NOT TO ANSWER PAGE LINE 22 25 59 19 60 14 64 9 67 4 67 21 68 13 78 2	3 4 5 6 7 8 9 10 11 12 13 14 15 16 17 18 19 20 21 22 23	EXHIBIT Exhibit 66 Massa statement 1996 to Ju 3954 Exhibit 67 Conse October 0 CLIC 0000 Exhibit 68 Letter Insurance BRD0001 Exhibit 69 Letter Kreps to C BRD0003 Exhibit 70 Docum	DESCRIPTION achusetts General Life of policy value - July 1 uly 02, 1997; CLIC 00 94 eco Life policyholder s 1, 1998 to October 02 6637 - 6638 dated 10/7/08 from C Company to Eugene H 25 - 143 dated 10/29/09 from H conseco Life Insurance 90 nent titled "Request to sh Value" with attach	PAGE requested 01, 03953 - statement for , 1999; 97 conseco Life Kreps; 105 R. Eugene e Company; 110 o Surrender ments;

35 (Pages 134 to 137)

	Case3:10-md-02124-S1	Document26- Page 138	12 Filed04/22/10	Page37 of 37 -	
1	EXHIBITS				
2 3 4	EXHIBIT DESCRIPTION	PAGE			
5	Exhibit 71 Conseco Life policyholde	r statement for			
67	October 01, 1999 to October (CLIC 0003956 - 3957	112			
8	Exhibit 72 Plaintiff's Supplemental R				
10 11 12	Objections to Defendant's Firs Interrogatories	it Set of 118			
12 13 14 15	Exhibit 73 Statement of Policy Cost a Information; CLIC 0001221 -	and Benefit 1222 120			
16 17	Exhibit 74 Conseco Life Insurance C Lifetrend IV Projection Repor	t for			-
18 19	Policy Number 1QL0926910; CLIC 0001362 - 1369	127			
20 21 22	Exhibit 75 A Policy for: R. Eugene I Indianapolis Life	Kreps 129			
23 24		127			
25					
					, ,
					2