

EXHIBIT 4

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SUPREME COURT OF THE STATE OF NEW YORK
COUNTY OF SUFFOLK

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JBGR, LLC, ELLIOT WR GOLF, LLC,
INSURENEWYORK, LLC, HURNEY WR GOLF,
LLC, DEMPSEY WR GOLF, LLC, WALSH WR
GOLF, LLC,

Plaintiffs

- against -

INDEX NO.:
35140/2011

CHICAGO TITLE CO.,

Defendant

-----X

111 Smithtown Bypass
Hauppauge, New York

August 5, 2016
9:50 A.M.

DEPOSITION of VICTOR PRUSINOWSKI, a
non-party witness, taken by the attorneys for
the respective parties, pursuant to Subpoena
and held before Athi Francis, a Notary Public
of the State of New York, at the above-noted
time and place.

Job No. CS2349898

Page 2

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2
3 APPEARANCES:
4 BERN RIPKA LLP
5 Attorneys for Plaintiffs
6 60 East 42nd Street
7 Suite 950
8 New York, New York 10165
9 BY: BRIAN BRICK, ESQ.
10
11 WICKHAM, BRESSLER & GEASA, P.C.
12 Attorneys for Plaintiff
13 Elliot WR Golf
14 13015 Main Road
15 Mattituck, New York 11952
16 BY: ERIC BRESSLER, ESQ.
17
18 FIDELITY NATIONAL LAW GROUP
19 Attorneys for Defendant
20 350 Fifth Avenue
21 New York, New York 10118
22 BY: DONALD G. DAVIS, ESQ.
23
24 ALSO PRESENT: Laura Vasey, Esq.
25 (Telephonically)

Page 3

1
2 VICTOR PRUSINOWSKI,
3 The witness herein, having been
4 duly sworn by Athi Francis, a Notary Public
5 in and for the State of New York, was
6 examined and testified as follows:
7 DIRECT EXAMINATION BY DONALD DAVIS, ESQ.:
8 Q Please state your name for the record.
9 A Victor Prusinowski.
10 Q What is your present home address?
11 A 533 Elton Street, Riverhead, New York
12 11901.
13 MR. DAVIS: Let's mark this as
14 Defendant's Exhibit 70.
15 (Whereupon, the Subpoena was marked as
16 Defendant's Exhibit 70 for identification,
17 as of this date.)
18 Q Good morning, Mr. Prusinowski. My name
19 is Donald Davis. I'm with Fidelity National
20 Law Group. We represent the Defendant in this
21 action, Chicago Title.
22 I'll be asking you a series of questions
23 about the action and the allegations in the action.
24 I first wanted to go over a couple of simple ground
25 rules with you ahead of time. Make sure that all

Page 4

1 Victor Prusinowski
2 your answers are in an oral form instead of a nod
3 or shake of the head, --
4 A Sure.
5 Q -- so that the reporter can take them
6 down. Make sure you let me finish the entire
7 question before you begin your answer.
8 A Okay.
9 Q Are you under any medications or drugs
10 today that might affect your ability to understand
11 my question and respond accurately?
12 A No.
13 Q I want to show you a copy of a Subpoena
14 that was served on you which we had pre-marked as
15 Defendant's Exhibit 70.
16 MR. BRICK: Is this what you had sent by
17 E-Mail?
18 MR. DAVIS: Yes.
19 MR. BRICK: If I may note for the
20 record before -- so I don't interrupt your
21 examination, I want to put just a note on
22 the record. I'm going to raise the issue
23 because it's going to certainly come up in
24 light of what we've discussed at some of the
25 other prior depositions involving Mr.

Page 5

1 Victor Prusinowski
2 Prusinowski's presence at certain meetings
3 with the Plaintiffs.
4 So you know, my name the Brian Brick I
5 represent five of the six Plaintiffs; Mr.
6 Hurney, John Bonlarron, Jim McGuirk, Mr.
7 Dempsey, Mark Walsh.
8 One of the issues that has come in this
9 case is the question of privilege. There's
10 no judge to rule here today, so we are
11 preserving objections. The reason that I'm
12 mentioning this is that I expect some of Mr.
13 Davis' questions are going to ask you about
14 discussions that were had at meetings that
15 Mr. Ciarelli was present at. We are taking
16 the position that, even though you were
17 present at these meetings, your involvement
18 in this case was to assist Mr. Ciarelli in
19 doing his job with the Town of Riverhead.
20 We are claiming that that's still within
21 the attorney/client privilege. We are asking
22 to have you refrain from revealing the
23 communications, the discussions specifically,
24 that relate to Mr. Ciarelli's job that took
25 place in those meetings.

<p style="text-align: right;">Page 6</p> <p>1 Victor Prusinowski</p> <p>2 I say that only because you're here</p> <p>3 without an attorney and because it is a</p> <p>4 privilege held by my clients, I'm asserting</p> <p>5 their objection to any information that tries</p> <p>6 to divulge that.</p> <p>7 Mr. Davis certainly can respond to that</p> <p>8 and has objected to that position. We</p> <p>9 certainly can fight about in front of the</p> <p>10 judge and the judge can make a ruling, but</p> <p>11 for now we are asking that any of that</p> <p>12 information be considered off limits.</p> <p>13 MR. BRESSLER: We join in that comment,</p> <p>14 as representing Mr. Elliot's entity as a</p> <p>15 Plaintiff in this action.</p> <p>16 Q Mr. Prusinowski, I want to confirm</p> <p>17 something that Mr. Brick mentioned. You're here</p> <p>18 without counsel today; is that correct?</p> <p>19 A That is correct.</p> <p>20 Q You're not being represented by Mr.</p> <p>21 Brick or Mr. Bressler?</p> <p>22 A That is correct.</p> <p>23 Q Have you spoken to them before today?</p> <p>24 A No.</p> <p>25 Q Not at all?</p>	<p style="text-align: right;">Page 8</p> <p>1 Victor Prusinowski</p> <p>2 of the record, and therefore, you can provide</p> <p>3 answers, subject to the Plaintiffs' reservation of</p> <p>4 rights to not have them admitted, because at the</p> <p>5 end of the day if the judge rules that testimony</p> <p>6 as to those matters is allowed, you may be required</p> <p>7 to return to respond to those questions that were</p> <p>8 not answered originally.</p> <p>9 MR. DAVIS: My suggestion would be to</p> <p>10 reserve all objections. We can seal portions</p> <p>11 of the transcript and reserve judgment</p> <p>12 thereon and there would be no prejudice to</p> <p>13 Plaintiffs.</p> <p>14 MR. BRICK: Actually it would be because</p> <p>15 it would be a waiver of the privilege.</p> <p>16 That's the prejudice.</p> <p>17 No, I can't agree to disclosure of the</p> <p>18 information. If the judge changes that</p> <p>19 position in a ruling, then we will deal with</p> <p>20 that. The first instance would be to talk to</p> <p>21 the Plaintiffs in this case about those</p> <p>22 communications and not to drag Mr.</p> <p>23 Prusinowski back as a third party to this</p> <p>24 case.</p> <p>25 No, I suggest maybe you begin your</p>
<p style="text-align: right;">Page 7</p> <p>1 Victor Prusinowski</p> <p>2 A No.</p> <p>3 Q In preparation for today's deposition,</p> <p>4 did you review any documents?</p> <p>5 A Yes, but at the time that I got the</p> <p>6 Subpoena and I had to comply to send you the</p> <p>7 documents, that is the last time that I reviewed</p> <p>8 the documents.</p> <p>9 Q That would have been approximately a</p> <p>10 year ago?</p> <p>11 A Probably. Yes, yes. I have not looked</p> <p>12 at the documents since then, no.</p> <p>13 Q Thank you, very much.</p> <p>14 As to Mr. Brick's position on the issue</p> <p>15 of attorney/client privilege, as he knows, and I</p> <p>16 want to make it clear to you, we are taking the</p> <p>17 position that case law supports our view, that</p> <p>18 whatever assistance you may have rendered to the</p> <p>19 Plaintiffs in this action, does not entitle them to</p> <p>20 claim that the privilege survived your attendance</p> <p>21 and participation at various meetings or</p> <p>22 discussions with Plaintiffs and/or their counsel.</p> <p>23 What I would suggest is that because</p> <p>24 these ongoing disputes have to be ruled upon and</p> <p>25 eventually will be, I assume, that we can seal part</p>	<p style="text-align: right;">Page 9</p> <p>1 Victor Prusinowski</p> <p>2 examination and I will object specifically</p> <p>3 where I think there's an objection. I'm</p> <p>4 certainly not asking Mr. Prusinowski to be</p> <p>5 able to analyze where there's a potential</p> <p>6 issue. I will certainly do that and make the</p> <p>7 objection. He can choose to follow or not</p> <p>8 follow my request. I'm not his attorney. I</p> <p>9 obviously cannot ask him to do anything. I</p> <p>10 can just present my client's right and I will</p> <p>11 continue to do so.</p> <p>12 No, we are not going to seal the record.</p> <p>13 We will not disclose privileged information.</p> <p>14 MR. BRESSLER: Let me join in that.</p> <p>15 The remedy for a privilege objection is</p> <p>16 not to have the question answered and then</p> <p>17 have the judge make a ruling. The proper</p> <p>18 method to handle the privilege objection is</p> <p>19 to raise the privilege, not have an answer,</p> <p>20 have the judge rule on it. If the judge</p> <p>21 rules that the question must be answered,</p> <p>22 then it will be answered. Putting it on the</p> <p>23 record constitutes a waiver and I will not</p> <p>24 consent to that.</p> <p>25 MR. BRICK: In particular, because it</p>

<p style="text-align: right;">Page 10</p> <p>1 Victor Prusinowski</p> <p>2 would be inconsistent with what we've done</p> <p>3 in this case with the Plaintiffs that</p> <p>4 have been deposed who have not provided</p> <p>5 answers under seal pending rulings by the</p> <p>6 court, what we've done is not have that</p> <p>7 information on the record. I think we should</p> <p>8 continue to follow what we've been doing in</p> <p>9 the six to seven depositions in this case so</p> <p>10 far.</p> <p>11 MR. DAVIS: It would be my position, I</p> <p>12 don't expect you to change your mind,</p> <p>13 frankly, but I would be prepared to stipulate</p> <p>14 that any testimony today in and of itself</p> <p>15 wouldn't constitute a waiver of the</p> <p>16 privilege.</p> <p>17 MR. BRICK: We can't agree to that. As</p> <p>18 a matter of law, the judge makes the ruling.</p> <p>19 MR. BRESSLER: Moreover, once the words</p> <p>20 are said, they're said. People hear them and</p> <p>21 they act on them and use them.</p> <p>22 MR. DAVIS: I understand your position.</p> <p>23 I don't agree with it, but we'll move on.</p> <p>24 MR. BRICK: If we need to produce our</p> <p>25 Plaintiffs again to respond to privileged</p>	<p style="text-align: right;">Page 12</p> <p>1 Victor Prusinowski</p> <p>2 A Every four years.</p> <p>3 Q 1997 was the last time that you were a</p> <p>4 Town official with the Town of Riverhead?</p> <p>5 A That's correct.</p> <p>6 Q Since that point you've held no other</p> <p>7 official positions with the Town?</p> <p>8 A No.</p> <p>9 Q Have you held any positions with any</p> <p>10 other municipalities or any governmental entity?</p> <p>11 A No. You mean since 1997?</p> <p>12 Q Correct.</p> <p>13 A No.</p> <p>14 Q Before 1997, were there positions with</p> <p>15 any other governmental entities?</p> <p>16 A Yes. I was a member of the Suffolk</p> <p>17 County Farm Land Preservation Committee in the '80s</p> <p>18 and the Court Complex Relocation Committee, where I</p> <p>19 was appointed by then County Executive Peter</p> <p>20 Cohalan to serve as a representative from the Town</p> <p>21 of Riverhead.</p> <p>22 Q Because I'm not familiar with it, can</p> <p>23 you educate me. What is the court complex?</p> <p>24 A When they were building the Cohalan</p> <p>25 Complex, at the time there was an issue of whether</p>
<p style="text-align: right;">Page 11</p> <p>1 Victor Prusinowski</p> <p>2 questions, we will do so.</p> <p>3 Q Since you have a long last name, is it</p> <p>4 all right if I call you Vic today?</p> <p>5 A Yes.</p> <p>6 Q Vic, can you tell me the highest level</p> <p>7 of education that you've obtained.</p> <p>8 A Bachelor's of Science degree, St. John's</p> <p>9 University.</p> <p>10 Q What year did you graduate?</p> <p>11 A 1973. Right in the middle of Kojak.</p> <p>12 Q Your Bachelor of Science, was it in any</p> <p>13 particular concentration or major?</p> <p>14 A Communication arts.</p> <p>15 Q I just want to ask you briefly about</p> <p>16 your employment history. First, in terms of</p> <p>17 governmental positions with the Town of Riverhead</p> <p>18 or any other governmental entities, can you take me</p> <p>19 through when you first began working in a</p> <p>20 governmental capacity.</p> <p>21 A Sure. I served on the Riverhead Town</p> <p>22 Board from 1980 to 1987. Then from 1990 to 1997,</p> <p>23 as a Town councilman, elected official.</p> <p>24 Q How often were elections held during</p> <p>25 that time.</p>	<p style="text-align: right;">Page 13</p> <p>1 Victor Prusinowski</p> <p>2 it should be built out east, out west, divided by</p> <p>3 two. That was in the '80s.</p> <p>4 Q In terms of private employment, apart</p> <p>5 from governmental positions can you run through</p> <p>6 for me your employment history since graduating</p> <p>7 from St. John's?</p> <p>8 A Yes. I worked at the Riverhead News</p> <p>9 Review from probably 1977 to 1978. Then I worked</p> <p>10 at Suffolk Life Newspapers from 1979 through 2000</p> <p>11 -- when did they go out of business, 2006, 2007,</p> <p>12 something like that, when we terminated operations.</p> <p>13 Q In what capacity did you -- with the</p> <p>14 Riverhead News Review, --</p> <p>15 A I was sales.</p> <p>16 Q -- what jobs did you hold?</p> <p>17 A Advertising sales.</p> <p>18 Q You mentioned Suffolk Life Newspapers?</p> <p>19 A Advertising sales.</p> <p>20 Q Picking up after Suffolk Life?</p> <p>21 A I went to get my real estate license and</p> <p>22 I placed my license with Soundview Realty, Paul</p> <p>23 Elliot.</p> <p>24 Q When did you obtain your real estate</p> <p>25 license?</p>

Page 14

1 Victor Prusinowski
 2 A Oh, Jesus, I don't know. After 2005, I
 3 don't recall.
 4 Q When did you begin working for -- you
 5 mentioned Soundview Realty?
 6 A Yeah, after 2005. After we went out of
 7 business from Suffolk Life.
 8 Q When did Suffolk Life go out of
 9 business?
 10 A That's around -- around 2007, 2008,
 11 2006. Time goes by so quick.
 12 Q You worked for Paul Elliot's company,
 13 Soundview Realty, you said sometime after 2005?
 14 A Yes. I would have to check on it.
 15 Obviously there's a physical record of it.
 16 Q Were you an employee or more of an
 17 independent contractor?
 18 A No, I was an independent contractor. I
 19 got paid commission.
 20 Q Are you still affiliated with Soundview
 21 Realty?
 22 A No.
 23 Q Again, let me finish the question before
 24 you answer.
 25 A Sure.

Page 15

1 Victor Prusinowski
 2 Q When did that association end, to the
 3 best of your recollection?
 4 A Probably five years ago or more.
 5 Q Are you still --
 6 A Probably around five years ago.
 7 Q Approximately, 2011?
 8 A Could be.
 9 Q Since that time have you worked as a
 10 real estate broker for any other entities?
 11 A No.
 12 Q What have you been doing since that
 13 point in time?
 14 MR. BRICK: Objection to the form.
 15 MR. BRESSLER: Object to the form.
 16 Q You can answer when they object to the
 17 form, but let me be more specific.
 18 What employment have you had since
 19 you --
 20 A I'm an independent contractor. I'm a
 21 land use consultant. I work for clients on an
 22 individual basis, assisting them in expediting
 23 permits, working on projects.
 24 Q Apart from your assistance with the
 25 matters at issue in this action, which I'm going to

Page 16

1 Victor Prusinowski
 2 ask you about in more detail, have you done any
 3 other consulting work for Mr. Elliot or any of his
 4 companies besides this matter at issue?
 5 MR. BRESSLER: Object to form.
 6 Q Just to be clear, if the Plaintiffs'
 7 counsel are raising a potential attorney/client
 8 privilege objection, they will, I'm sure, make that
 9 clear. If they say generally objection or
 10 objection to form, it's not an instruction not to
 11 answer. They're just preserving that for the
 12 record. You're free to respond.
 13 A What was the question again?
 14 Q The question was, apart from the project
 15 that is the subject of this lawsuit, did you act as
 16 a consultant to do any other work for Mr. Elliot or
 17 any of his companies?
 18 MR. BRESSLER: Objection to form.
 19 A Yes.
 20 Q When did that occur?
 21 A During the time that I was in the office
 22 for one project was 1998 Peconic, which was the gas
 23 station. I just helped him to get building
 24 permits.
 25 Q You said helped him. Are you talking

Page 17

1 Victor Prusinowski
 2 about Mr. Elliot?
 3 A Not him, whatever the LLC was. I worked
 4 in conjunction with the project to assist them in
 5 getting building permits out in a timely matter.
 6 Stuff like that.
 7 Q Did it have anything to do with 1994
 8 Soundview Golf?
 9 A No.
 10 Q You don't remember the name of that
 11 entity?
 12 A Yes, 1998 Peconic, LLC.
 13 Q I see. Anything else that you recall,
 14 in terms of working for Elliot's companies?
 15 MR. BRESSLER: Objection to form.
 16 Q In terms of consulting work, apart from
 17 the brokerage relationship.
 18 A No.
 19 Q Let me show you what was previously
 20 marked as Defendant's Exhibit 1 in these
 21 proceedings which is a copy of the Complaint.
 22 A Yes.
 23 Q You can take your time and look through
 24 it, if you'd like. My threshold question is whether
 25 you have ever seen a copy of this before today?

Page 18

1 Victor Prusinowski
2 A No.
3 Q Chicago Title served a Subpoena on you
4 in this action which we looked at before as
5 Defendant's Exhibit 70; correct?
6 A Correct.
7 Q Before you received that Subpoena, were
8 you aware that there was such a lawsuit pending
9 against Chicago Title?
10 A No.
11 Q I had asked you before whether you had
12 spoken to Mr. Brick or Mr. Bressler in conjunction
13 with today's deposition. Have you spoken to Mr.
14 Elliot about your deposition today?
15 A No.
16 Q Are you familiar with the LLCs who are
17 listed as Plaintiffs in that action?
18 A Yes.
19 Q I'll show you --
20 A Yes, I'm very familiar with it. I
21 recognize the LLCs.
22 Q Let me ask you, are you now, or have you
23 ever been, a member of any of those LLCs?
24 MR. BRESSLER: Object to the form.
25 A No.

Page 19

1 Victor Prusinowski
2 Q There were two other LLCs that I wanted
3 to ask you about which are not named in the
4 Complaint, but apparently purchased the property as
5 well initially. The McAvoy, LLC, McAvoy WR Golf, LLC
6 and Spiliotis WR Golf, LLC. Were you a member of
7 any of those LLCs?
8 A No, no.
9 Q Just to be clear, I'm just going to run
10 through names of the respective members of the
11 LLCs. John Bonlarron, Joseph Dempsey, Mark Walsh,
12 James McGuirk, Walter Hurney, Jerry Spiliotis. Do
13 you know all of the gentlemen?
14 MR. BRICK: Objection to the form.
15 MR. BRESSLER: Object to the form.
16 A I have met every single one of them to
17 various degrees. That's my answer.
18 Q I asked you before about work for Mr.
19 Elliot's company. Did you ever do any -- leaving
20 aside the LLCs who are the Plaintiffs in this
21 action, --
22 A Uh-huh.
23 Q -- have you ever done any work with any
24 of these other gentlemen in any other context?
25 MR. BRICK: Objection to the form.

Page 20

1 Victor Prusinowski
2 MR. BRESSLER: Objection to the form.
3 A No. I want to correct one thing. In
4 Mark's case and, of course, Paul, I was at the real
5 estate firm with a license and we would interact on
6 commercial sales, which has nothing to do with this
7 case.
8 Q I understand. More specifically you're
9 referring to Joseph Dempsey, was he there?
10 A Yes, he was the attorney.
11 Q Also Mark Walsh?
12 A Yes, but it had nothing to do with this
13 lawsuit or this entity.
14 Q You mentioned before that you were
15 affiliated, I guess, as an independent contractor
16 with Soundview Realty; correct?
17 A Yes, I had my -- Paul held my license,
18 my real estate license there.
19 Q Did you have an affiliation with
20 Prudential or Prudential CRES?
21 A Yes, because they changed their name to
22 Prudential in the middle. When I first placed my
23 license there, Paul signed up to become a
24 Prudential commercial real estate, so the name of
25 our firm changed. That's correct.

Page 21

1 Victor Prusinowski
2 Q Do you recall when that name change
3 occurred?
4 A I don't.
5 Q When you started, it was still under the
6 Soundview name?
7 A Yes. Actually the month that I was
8 probably there, it was already going through
9 transition. I don't know the exact date. I don't
10 know where my license was officially put, under
11 Prudential or Soundview. I don't know the exact
12 timing of that.
13 Q Just to put things in context or give
14 some time frame, do you recall whether you began
15 working for Mr. Elliot's brokerage company, then
16 apparently known as Soundview, before you were
17 asked to assist with the Plaintiffs' development
18 project?
19 A Yes, that's correct.
20 Q I also want to show you a document that
21 was previously marked in these proceedings, which
22 is Defendant's Exhibit 2, which is a copy of a
23 lawsuit in Federal Court in the Eastern District of
24 New York.
25 Again, you can take as much time as you

<p style="text-align: right;">Page 34</p> <p>1 Victor Prusinowski</p> <p>2 MR. BRESSLER: Objection to the form.</p> <p>3 Q At the time that you became aware of the</p> <p>4 development plans, was that at a time prior to the</p> <p>5 acquisition of the property by the Plaintiffs in</p> <p>6 this action, as well as the McAvoy and Spiliotis</p> <p>7 entities?</p> <p>8 MR. BRESSLER: Objection to the form.</p> <p>9 A Can you clarify, please.</p> <p>10 Q When you were first asked to assist and</p> <p>11 do any kind of work on behalf of the development</p> <p>12 plans or proposals, --</p> <p>13 A Uh-huh.</p> <p>14 Q -- were you first approached on that</p> <p>15 subject at a time before the property had actually</p> <p>16 been closed upon by the LLCs?</p> <p>17 A No, no.</p> <p>18 Q You believe that you were first asked to</p> <p>19 get involved after they had the property?</p> <p>20 MR. BRESSLER: Objection to the form.</p> <p>21 A It was definitely after they had the</p> <p>22 property.</p> <p>23 Q After they closed on it?</p> <p>24 A Yes.</p> <p>25 MR. BRICK: I join in the previous</p>	<p style="text-align: right;">Page 36</p> <p>1 Victor Prusinowski</p> <p>2 Q Did you employ some form of contract or</p> <p>3 agreement for doing that work?</p> <p>4 MR. BRESSLER: Objection to form.</p> <p>5 A No.</p> <p>6 Q In conjunction for the work that you did</p> <p>7 for the Plaintiffs in this action, did you have a</p> <p>8 written agreement with any of those parties that</p> <p>9 provided the terms or conditions of your service?</p> <p>10 A No.</p> <p>11 Q It was just an oral understanding?</p> <p>12 A Yes.</p> <p>13 Q That oral understanding was that you</p> <p>14 would be paid one hundred dollars an hour?</p> <p>15 A Yes.</p> <p>16 Q Do you know how many -- Did you keep any</p> <p>17 separate records that you worked on the project?</p> <p>18 A I did. Unfortunately, it was flooded in</p> <p>19 the basement. I can't find any of those billing</p> <p>20 records or I might have thrown the file away years</p> <p>21 ago.</p> <p>22 Q Did you, in fact, receive compensation</p> <p>23 for that work?</p> <p>24 A Yes, I did.</p> <p>25 Q Was it in the form of a check?</p>
<p style="text-align: right;">Page 35</p> <p>1 Victor Prusinowski</p> <p>2 objection.</p> <p>3 Q Do you recall, in sum or substance, that</p> <p>4 Mr. Elliot or one of the other members of the LLCs</p> <p>5 said, Vic, we already bought this property, we need</p> <p>6 your assistance in the development plans, in sum or</p> <p>7 substance?</p> <p>8 MR. BRICK: Objection to the form.</p> <p>9 MR. BRESSLER: Objection to the form.</p> <p>10 A I do not recall that.</p> <p>11 Q In terms of assistance that you</p> <p>12 provided in conjunction with any development plans</p> <p>13 of the property, did you have any separate</p> <p>14 agreement with the members, member LLCs, or any of</p> <p>15 their individual members regarding that work?</p> <p>16 MR. BRICK: Objection to the form.</p> <p>17 MR. BRESSLER: Objection to the form.</p> <p>18 A I had an agreement based upon my</p> <p>19 regular billing protocol for being a land use</p> <p>20 consultant, okay, for hich I get paid one hundred</p> <p>21 dollars per hour.</p> <p>22 Q At the same time that you were an</p> <p>23 independent contractor for Paul Elliot's company,</p> <p>24 you were a consultant?</p> <p>25 A Yes, I was.</p>	<p style="text-align: right;">Page 37</p> <p>1 Victor Prusinowski</p> <p>2 A A check, yes.</p> <p>3 Q Do you recall on what account that check</p> <p>4 was drawn?</p> <p>5 MR. BRICK: Objection to the form.</p> <p>6 MR. BRESSLER: Object to the form.</p> <p>7 A I do not because -- I can tell you that</p> <p>8 some of the compensation came from the Great Rock</p> <p>9 2006 account. That I can tell you.</p> <p>10 Q Do you remember the duration of the</p> <p>11 period of time, roughly, that you received</p> <p>12 compensation for your work in connection with the</p> <p>13 development plans?</p> <p>14 A It was a couple of years, but I don't</p> <p>15 know the specific dates. I can't give you a date</p> <p>16 that it started and a date that it ended.</p> <p>17 Q In the federal action, a copy of which I</p> <p>18 had shown you as Defendant's Exhibit 2, you don't</p> <p>19 need to see the Complaint, I am not going to ask</p> <p>20 you about the Complaint. Mr. Elliot had testified</p> <p>21 that he had attended certain meetings with Town</p> <p>22 officials concerning development plans for the</p> <p>23 property, and that you were present at some of</p> <p>24 those meetings. Do you recall that?</p> <p>25 A I do recall.</p>

<p style="text-align: right;">Page 42</p> <p>1 Victor Prusinowski 2 had brought that limitation up to him. Do you 3 recall that? 4 MR. BRICK: Objection to the form. 5 MR. BRESSLER: Object to the form. 6 A I don't recall, but I could have. I 7 don't recall. 8 Q Mr. Elliot also testified at one point 9 in his federal deposition, that you had conducted a 10 search to see whether there was a covenant on file 11 at the county clerk's office reflecting that 12 limitation. Do you recall ever doing such a 13 search? 14 A No, I don't believe I did the search. I 15 made a point that somebody should do the search. 16 Q Did somebody do that, on your behalf or 17 carry it out? 18 MR. BRESSLER: Objection to form. 19 A No, I had no authority to order any 20 searches or anything like that. 21 MR. BRICK: I join in the objection. 22 Q Do you remember if somebody produced a 23 report or copy of the search that you had seen? 24 MR. BRICK: Objection to the form. 25 MR. BRESSLER: Objection.</p>	<p style="text-align: right;">Page 44</p> <p>1 Victor Prusinowski 2 Q You may recall a discussion with Mr. 3 Elliot or someone else. 4 MR. BRICK: That's my point. That's an 5 answer to a different question. 6 MR. BRESSLER: I join in that. 7 Q Just to be clear, did you ever learn 8 from Mr. Elliot or any of the other members of the 9 LLCs that they had done or had asked to be done a 10 search for the covenant, apart from any work that 11 Chicago Title did on the property? 12 A No. 13 Q Did you ever hear from Mr. Elliot, or 14 any of the other members of the LLCs, that they were 15 aware that a search had been done that did not 16 reveal a recorded covenant? 17 A No. 18 Q Mr. Elliot also testified that you and 19 he had discussions before the so-called scoping 20 meeting with the Town about whether the Town would 21 waive the conditions in the zoning resolution, and 22 therefore, allow the construction of the 23 residential units or golf villas. 24 Do you recall those discussions? 25 A Yes.</p>
<p style="text-align: right;">Page 43</p> <p>1 Victor Prusinowski 2 A I don't recall that, no. 3 Q When I say produce, I mean, have you ever 4 seen a copy of the search. 5 A Of the title search specifically, 6 looking to see if the covenant was filed? 7 Q Yes. 8 A Not me personally, no. 9 Q Apart from any search that Chicago Title 10 may have done, in conjunction with the issuance of 11 the policy in this case, do you know of anybody 12 affiliated with the development plans who did their 13 own search? 14 A I don't recall. 15 Q You don't have any recollection of 16 discussing that with Mr. Elliot? 17 MR. BRESSLER: Objection. 18 A I'll stand by my previous comment on 19 that. It wasn't -- I don't recall the specifics of 20 the ... 21 MR. BRICK: I think your question also 22 goes beyond his knowledge because you asked 23 did anyone else do a search, right, how does 24 he know? 25 MR. DAVIS: If he knows.</p>	<p style="text-align: right;">Page 45</p> <p>1 Victor Prusinowski 2 Q Do you remember anything specifically 3 about those discussions? 4 MR. BRICK: One moment. Just to 5 clarify. Can we find out whether Mr. 6 Ciarelli was present or whether those 7 discussions stemmed from information that Mr. 8 Ciarelli may have given to Mr. Elliot? 9 Q Was Mr. Ciarelli present at that 10 discussion with Mr. Elliot? 11 A I don't recall that at all. 12 Q Mr. Elliot stated that you felt that the 13 resolution was a concern in terms of the townhome 14 or golf villa plans. Do you remember expressing 15 that? 16 A Yes. 17 Q At that point Mr. Elliot said you 18 thought that the Town might still approve the 19 project. Is that an accurate characterization? 20 A No, that's incorrect. Here's what I 21 said. I said that since 1996 the golf industry 22 evolved. I was asked to give my input because 23 when the Town did the overall rezoning in the late 24 2000s, they didn't take the recreational overlay 25 use off the property when they rezoned the</p>

<p style="text-align: right;">Page 46</p> <p>1 Victor Prusinowski</p> <p>2 property to R80. I said that opens up an</p> <p>3 opportunity for us to apply to the Town of</p> <p>4 Riverhead to do an accessory use to the major golf</p> <p>5 operation for golf villas, which are different than</p> <p>6 residential structures, which I thought we could</p> <p>7 make a case to the Town of Riverhead, Town Board</p> <p>8 and Planning Board that's in addition to the one</p> <p>9 hundred-forty units that were approved in the '90s</p> <p>10 resolution. Golf villas are a different type of</p> <p>11 entity. They're an accessory use to the golf</p> <p>12 course and they're all over the country, they're</p> <p>13 not a permanent residence, they're transient. They</p> <p>14 are there to rent for a month or so. I said that I</p> <p>15 thought we could make a case for that.</p> <p>16 Q You thought that the possibility was</p> <p>17 actually opened up by the rezoning in the 2000s?</p> <p>18 A Right, because when I did some research</p> <p>19 on it, they did rezone the golf course, made it a</p> <p>20 preexisting -- actually, it's as of right use but</p> <p>21 with a restriction on it of the density, which I</p> <p>22 think they increased R80 or 40, I don't recall</p> <p>23 right now. When they republished and they</p> <p>24 recertified the official zoning map of the Town of</p> <p>25 Riverhead, they did not remove the recreation</p>	<p style="text-align: right;">Page 48</p> <p>1 Victor Prusinowski</p> <p>2 A I don't remember that, no.</p> <p>3 Q -- on behalf of the group?</p> <p>4 A No, I don't remember.</p> <p>5 Q When you first got involved with</p> <p>6 assisting Mr. Elliot's group in promoting the golf</p> <p>7 villa or townhome development proposals, at that</p> <p>8 first time that you got involved were you aware</p> <p>9 that there had been zoning changes in or about</p> <p>10 2004 in the Town of Riverhead?</p> <p>11 A Yes.</p> <p>12 Q That was part of an amendment of the</p> <p>13 Town's comprehensive plan?</p> <p>14 A That's correct. It was an ongoing</p> <p>15 process that lasted many years, several years.</p> <p>16 Q It culminated in amendments in or about</p> <p>17 2004?</p> <p>18 A From 2004 to 2007, I would say around.</p> <p>19 I don't have the exact times. You can't pin me</p> <p>20 down to these times. I'll just give you the flavor</p> <p>21 of the situation.</p> <p>22 Q I understand. In the first meeting with</p> <p>23 the Town that you attended, do you remember if this</p> <p>24 concept of accessory use had been proposed or</p> <p>25 floated as a way to get the residential units</p>
<p style="text-align: right;">Page 47</p> <p>1 Victor Prusinowski</p> <p>2 overlay zone for the golf course, which was</p> <p>3 confirmed by the Town attorneys. We had a meeting</p> <p>4 about that and everybody agreed that that overlay</p> <p>5 zone was still on there.</p> <p>6 Based on that I thought we could make a</p> <p>7 case to allow for golf villas to be considered by</p> <p>8 the Town as an accessory use to the golf course and</p> <p>9 still comply with the covenants and everything else</p> <p>10 around the property as a way to augment, you know,</p> <p>11 to get more revenue for the golf course so it could</p> <p>12 stay in business.</p> <p>13 Q This is a view that you expressed to Mr.</p> <p>14 Elliot?</p> <p>15 A I expressed it to a lot of people</p> <p>16 including the Town of Riverhead.</p> <p>17 Q Who did you speak to at the Town of</p> <p>18 Riverhead about this specifically?</p> <p>19 A I'm sure I definitely spoke to Rick</p> <p>20 Hanley, the planning director at the time. I'm</p> <p>21 sure I spoke to the Town attorney at the time. I'm</p> <p>22 sure I spoke to various members of the Town Board</p> <p>23 and the Planning Board.</p> <p>24 Q Do you recall if you expressed this view</p> <p>25 to the Town in your very first meeting with them --</p>	<p style="text-align: right;">Page 49</p> <p>1 Victor Prusinowski</p> <p>2 built.</p> <p>3 A You're talking about the very first time</p> <p>4 we met with the Town on it?</p> <p>5 Q Right.</p> <p>6 A I don't believe so.</p> <p>7 Q It's a position that, you think that</p> <p>8 evolved?</p> <p>9 A It definitely evolved.</p> <p>10 Q At that very first meeting do you know</p> <p>11 if the Town had indicated as to whether there was a</p> <p>12 problem with respect to the residential unit</p> <p>13 proposal?</p> <p>14 A I don't recall this. I know the issue</p> <p>15 was raised at the meeting. I don't recall the</p> <p>16 specifics of who said what to who.</p> <p>17 Q Do you remember discussions with the</p> <p>18 Town at the first meeting about whether they would</p> <p>19 waive the one hundred-forty unit limitation</p> <p>20 contained in the 1995 zoning resolution?</p> <p>21 A Okay, at the first meeting I can tell</p> <p>22 you right now that nobody in that meeting present</p> <p>23 at the Town of Riverhead can ever make that</p> <p>24 statement. That's only a Town Board resolution</p> <p>25 that can do that. Even then we'd have to amend</p>

<p style="text-align: right;">Page 50</p> <p>1 Victor Prusinowski</p> <p>2 the covenant. I think what was broached was a</p> <p>3 plethora of issues surrounding that issue.</p> <p>4 Q You said ultimately the Town Board would</p> <p>5 have to waive it?</p> <p>6 A Absolutely.</p> <p>7 Q The Planning Board might have some input</p> <p>8 on that?</p> <p>9 A That was one of the questions, because</p> <p>10 we had two documents here. We had a residential</p> <p>11 subdivision which was approved by the Planning</p> <p>12 Board, and then we had a special permit and a site</p> <p>13 plan which was approved by the Town Board.</p> <p>14 In essence, both -- more than likely</p> <p>15 the Planning Board would probably have to address</p> <p>16 any type of waiver from the original conditions</p> <p>17 of the residential subdivision.</p> <p>18 Q I don't know if this will help jog your</p> <p>19 memory again, but Mr. Elliot testified as to a</p> <p>20 subsequent meeting that he attended with the Town,</p> <p>21 which I think he identified you attended with him.</p> <p>22 He indicated that Mr. Walsh, Mr. Ciarelli were</p> <p>23 present on your side. He believed that the Town</p> <p>24 representatives included Rick Hanley, Dick O'Dea, a</p> <p>25 gentleman by the name of Vinny Gaudilla from the</p>	<p style="text-align: right;">Page 52</p> <p>1 Victor Prusinowski</p> <p>2 Q -- do you recall Mr. Ciarelli taking the</p> <p>3 position at one of the meetings with the Town that</p> <p>4 notwithstanding the one hundred-forty unit</p> <p>5 limitation, a golf course was still allowed to have</p> <p>6 three units per hole under the Town zoning laws?</p> <p>7 A I don't want to speak for Mr. Ciarelli.</p> <p>8 I think you should ask him that question. I don't</p> <p>9 recall either way.</p> <p>10 Q I'm asking, do you recall him addressing</p> <p>11 that issue in one of the meeting?</p> <p>12 A He definitely addressed the issue, as</p> <p>13 well as all of us. You ask him what he said, I</p> <p>14 don't want to speak for him.</p> <p>15 Q You're not speaking for him. We took</p> <p>16 his deposition. I'm asking if you have an</p> <p>17 independent recollection of him raising that</p> <p>18 subject at that time, and if so, what do you</p> <p>19 recall?</p> <p>20 A I'm sure he did in the general context</p> <p>21 of what we were trying to achieve for the golf</p> <p>22 course.</p> <p>23 MR. DAVIS: Let's just take a short</p> <p>24 break.</p> <p>25 (At this time there was a pause in the proceeding.)</p>
<p style="text-align: right;">Page 51</p> <p>1 Victor Prusinowski</p> <p>2 Building Department, and also a Town attorney by the</p> <p>3 name of Dawn Thomas.</p> <p>4 A Uh-huh.</p> <p>5 Q Is that a meeting that you specifically</p> <p>6 recall attending?</p> <p>7 A I don't recall that particular meeting,</p> <p>8 but those would be the people that would be at a</p> <p>9 meeting like that.</p> <p>10 Q Mr. Elliot also testified at one point</p> <p>11 that he recalled that Dawn Thomas, the Town</p> <p>12 attorney, had raised potential problems associated</p> <p>13 with the 1995 resolution, and more specifically the</p> <p>14 one hundred-forty unit limitation. Do you recall</p> <p>15 any discussion on that score?</p> <p>16 A I'm sure that the discussion happened.</p> <p>17 That issue was raised throughout all of these</p> <p>18 discussions. I don't know if it was raised at that</p> <p>19 particular meeting. It would be appropriate from</p> <p>20 the Town attorney. She probably read the</p> <p>21 resolution and raised the question.</p> <p>22 Q Not necessarily tying into any</p> <p>23 particular meeting, which is difficult to do, I</p> <p>24 assume, these many years later, but --</p> <p>25 A Right.</p>	<p style="text-align: right;">Page 53</p> <p>1 Victor Prusinowski</p> <p>2 Q Let me show you now another document</p> <p>3 previously marked as Defendant's Exhibit 32 in this</p> <p>4 action, which is a letter from Mr. Ciarelli to</p> <p>5 Philip Cardinale, a member of the Town Board, on</p> <p>6 December 19th, 2006.</p> <p>7 A Yes.</p> <p>8 Q I first would like to ask you if you</p> <p>9 recall ever seeing this particular letter before?</p> <p>10 A Actually, yes, this one I do.</p> <p>11 Q Do you remember receiving it at or about</p> <p>12 the time it was sent?</p> <p>13 A No, I never received it. I just</p> <p>14 remember reading it.</p> <p>15 Q How did you get a copy of it?</p> <p>16 A Actually, I got a copy of it from a Town</p> <p>17 councilman who showed it to me. I don't remember</p> <p>18 which councilman.</p> <p>19 Q Do you remember whether you were shown</p> <p>20 the document at or about the time that it was sent</p> <p>21 or shortly thereafter?</p> <p>22 A Yes. Uh-huh.</p> <p>23 Q In terms of the subject matter of the</p> <p>24 letter, D32, it refers to Mr. Ciarelli's expressed</p> <p>25 opposition on behalf of his clients to a certain</p>

Page 86

1 Victor Prusinowski
2 A What's the question again?
3 Q Do you know the circumstances under
4 which the Plaintiffs learned that the covenant, or
5 sometimes called the declaration, --
6 A I know what you're referring to exactly,
7 covenants and restrictions.
8 Q That relates to the Town zoning
9 resolution from 1995.
10 A Right.
11 Q Do you know when the Plaintiffs first
12 realized that it was on file and recorded?
13 A No.
14 MR. BRESSLER: Object to the form.
15 Q Do you have any understanding as to the
16 circumstances that led them to realize that it was
17 on file?
18 MR. BRESSLER: Object to the form.
19 A No.
20 Q Let me show you a document that you also
21 produced to us which is Defendant's Exhibit 58,
22 which is memo from Joseph Dempsey to various
23 individuals dated January 6th, 2010.
24 A Okay.
25 Q Just to confirm, this was, in fact, a

Page 87

1 Victor Prusinowski
2 document that was in your files and you produced to
3 Chicago Title in response to a Subpoena?
4 A That is correct.
5 Q It lists you as an attendee at a meeting
6 held on January 5th, at 5:30 P.M.; correct?
7 A That is correct.
8 Q Did you, in fact, attend that meeting?
9 A I did.
10 Q To the best of your recollection, all
11 the other individuals who are listed as present at
12 that meeting, did they, in fact, attend the
13 meeting?
14 A Yes.
15 Q Do you recall anyone else being present
16 who was not so listed in this memorandum?
17 A No.
18 Q Do you recall when you received a copy
19 of this memo?
20 A I probably received it around the time
21 that we had the meeting. I had it in my
22 possession, I gave it to you. That's why I gave it
23 to you.
24 Q The memo is dated January 6th, 2010, the
25 day after the meeting; correct?

Page 88

1 Victor Prusinowski
2 A Exactly. I could have gotten it a day
3 or two later. I'm sure it was put in my mailbox at
4 the real estate office. I'm not saying I got it on
5 January 6th. I could have received it on January
6 7th, but I had it. I had it. I gave it to you.
7 Q You received it via regular mail?
8 A No, it was placed in my mailbox at
9 Prudential Real Estate.
10 Q You never saw an E-Mail version of this
11 that was forwarded to you by E-Mail?
12 A No. No.
13 Q Did you ever send a copy of this
14 document to anybody, except -- apart from your
15 response to the Chicago Title Subpoena?
16 A No.
17 Q The author of the memo, Mr. Dempsey, do
18 you recall him attending any meetings with the Town
19 of Riverhead that you attended concerning the
20 various development plans for the property?
21 A I don't really recall. He could have
22 been there as a partner. I don't know. I don't
23 remember specifically.
24 Q Do you recall seeing any written
25 communications authored by Mr. Dempsey that was

Page 89

1 Victor Prusinowski
2 sent to the Town of Riverhead in conjunction with
3 the development plans on the property?
4 A Probably -- I would say I don't recall,
5 or I don't think so because he didn't write that
6 many memos to us on that. It was mainly John
7 Ciarelli that was leading the charge. He was more
8 of a partner rather than the attorney. Even at
9 this meeting Joe was mainly -- he took the notes at
10 the meeting and he prepared this memo and sent it
11 to us.
12 Q There are a series of bullet points
13 listed in the memo. I want to ask you about the
14 first one which I'll read into the record. "Burke
15 and Ciarelli were of the opinion that the recently
16 discovered recorded covenants and restrictions have
17 no effect on Great Rock's current application with
18 the Riverhead Town Planning Board."
19 Do you see that reference?
20 A I do.
21 Q Does that actually reflect what was said
22 at the meeting?
23 MR. BRICK: Objection.
24 MR. BRESSLER: Objection.
25 MR. BRICK: This is now going into what

<p style="text-align: right;">Page 90</p> <p>1 Victor Prusinowski</p> <p>2 we talked about, the privilege issue. While</p> <p>3 I understand we'll take issue with the</p> <p>4 production of the document at a separate</p> <p>5 time, this is where we get into the</p> <p>6 disclosure of privileged information.</p> <p>7 Q Did you, Vic, express any opinion</p> <p>8 yourself, on that particular issue at the meeting?</p> <p>9 MR. BRICK: Objection. It's part of the</p> <p>10 whole discussion. They're sitting in a</p> <p>11 meeting with an attorney discussing things.</p> <p>12 The entirety of the discussion, not just the</p> <p>13 one-sided emanations from counsel, are</p> <p>14 privileged.</p> <p>15 MR. DAVIS: Again, note my standing</p> <p>16 objections to your view.</p> <p>17 MR. BRESSLER: This one is going to the</p> <p>18 judge. Let's just move on.</p> <p>19 MR. DAVIS: I will not belabor the</p> <p>20 point. I just want it clear on the record,</p> <p>21 my disagreement.</p> <p>22 A For the record, I am going to pass on</p> <p>23 answering the question out of -- I'd like to hear</p> <p>24 the judge rule on it myself.</p> <p>25 MR. BRICK: The Plaintiffs appreciate</p>	<p style="text-align: right;">Page 92</p> <p>1 Victor Prusinowski</p> <p>2 issue to the judge.</p> <p>3 MR. DAVIS: Okay.</p> <p>4 MR. BRICK: Unlike a situation where</p> <p>5 you're claiming the adverse effect of a</p> <p>6 refusal to answer on a Fifth Amendment. You</p> <p>7 do need to make your record.</p> <p>8 MR. DAVIS: I accept your representation</p> <p>9 on that. That's fine. That will save us</p> <p>10 time.</p> <p>11 Again, to be clear, I would contend that</p> <p>12 any questions about the memo would not be</p> <p>13 privileged and I will make that application</p> <p>14 as well.</p> <p>15 A I'm not taking the Fifth Amendment.</p> <p>16 MR. BRESSLER: Not yet.</p> <p>17 Q That's a big help.</p> <p>18 A I'm only a witness.</p> <p>19 MR. BRICK: It was just a comparison to</p> <p>20 make a point.</p> <p>21 MR. BRESSLER: In that context, you have</p> <p>22 to put every question and get every answer.</p> <p>23 MR. DAVIS: Let's take a short break and</p> <p>24 I should be able to finish up certainly</p> <p>25 within the hour, if not before.</p>
<p style="text-align: right;">Page 91</p> <p>1 Victor Prusinowski</p> <p>2 that.</p> <p>3 MR. BRESSLER: We do.</p> <p>4 Q In order to save time, if I were to ask</p> <p>5 you whether the statements incorporated in this</p> <p>6 memo were actually made by the various parties</p> <p>7 addressing the issues, would you also decline to</p> <p>8 answer?</p> <p>9 MR. BRESSLER: Note my objection. This</p> <p>10 is part and parcel of what we just discussed.</p> <p>11 A I'm going to pass on that because, let</p> <p>12 the judge rule on that and I'll say this, John</p> <p>13 Ciarelli was there as our counsel and he was really</p> <p>14 running the meeting and I participated, yes, it's</p> <p>15 obvious because I was on the memo. Let the judge</p> <p>16 decide.</p> <p>17 MR. BRICK: I will note there's no</p> <p>18 waiver issue. This is not asserting a Fifth</p> <p>19 Amendment privilege, where you have to</p> <p>20 actually evoke it. This is --</p> <p>21 MR. DAVIS: I don't want to argue the</p> <p>22 substance of our arguments.</p> <p>23 MR. BRICK: No, my point is that you</p> <p>24 don't have to run through the litany of</p> <p>25 questions on the record before presenting the</p>	<p style="text-align: right;">Page 93</p> <p>1 Victor Prusinowski</p> <p>2 (At this time there was a pause in the proceeding.)</p> <p>3 MR. DAVIS: Back on the record.</p> <p>4 Q Vic, let me now show you a document</p> <p>5 previously marked as D37 in this action, which is a</p> <p>6 January 27th, 2010 letter written by Mr. Hanley,</p> <p>7 the Planning Director, addressed to Mr. Ciarelli,</p> <p>8 and I note that you are cc'd at the bottom of the</p> <p>9 letter.</p> <p>10 A Yes. Yes.</p> <p>11 Q Do you recall receiving this letter?</p> <p>12 A Yes.</p> <p>13 Q At or about the time it was sent?</p> <p>14 A Yes.</p> <p>15 Q I showed you a couple of letters</p> <p>16 earlier in which the Town had referenced the fact</p> <p>17 that the covenant had been acknowledged to be on</p> <p>18 file, a letter dated September 15th, 2009 from the</p> <p>19 Town. At the time of this letter, apparently all</p> <p>20 parties understood that the covenant had been</p> <p>21 recorded. Is that your understanding?</p> <p>22 A Yes.</p> <p>23 Q There's no reference in this letter to</p> <p>24 the covenant and declaration; is that correct?</p> <p>25 A That's correct.</p>

24 (Pages 90 - 93)

<p style="text-align: right;">Page 102</p> <p>1 Victor Prusinowski</p> <p>2 Rock's retention of the firm to do the analysis?</p> <p>3 A No.</p> <p>4 Q Did you know that it was being done</p> <p>5 ahead of time?</p> <p>6 A Yes.</p> <p>7 Q Did you have discussions with any of the</p> <p>8 members of the LLCs, such as Mr. Elliot, concerning</p> <p>9 the retention of the Nelson, Pope firm to do this?</p> <p>10 MR. BRICK: Objection to the form.</p> <p>11 MR. BRESSLER: Objection.</p> <p>12 A Only in the respect that I was told that</p> <p>13 they are going to be doing an analysis, based on</p> <p>14 what's in this report.</p> <p>15 Q Again, without going into the</p> <p>16 substance --</p> <p>17 A It was for my informational purposes</p> <p>18 only. That's all.</p> <p>19 Q Without going into the substance of any</p> <p>20 communications, did you discuss this report with</p> <p>21 Mr. Ciarelli at any point?</p> <p>22 A I don't recall if I did or not.</p> <p>23 Q By the way, do you know if this analysis</p> <p>24 was ever provided to the Town by Great Rock or its</p> <p>25 counsel?</p>	<p style="text-align: right;">Page 104</p> <p>1 Victor Prusinowski</p> <p>2 MR. BRICK: This document, Exhibit 74,</p> <p>3 falls within the same objection as the memo</p> <p>4 that we had been discussing that was prepared</p> <p>5 by Mr. Dempsey.</p> <p>6 MR. DAVIS: D58 are you referring to?</p> <p>7 MR. BRICK: Possibly. The one that Mr.</p> <p>8 Dempsey wrote. Anyway, this new exhibit</p> <p>9 falls within the same objection basis of</p> <p>10 privilege because, as is obvious from the</p> <p>11 content, this is amongst attorneys and Mr.</p> <p>12 Prusinowski discussing proposed language,</p> <p>13 so there's not only an attorney/client</p> <p>14 element to this, but also a work product</p> <p>15 element to this as well.</p> <p>16 MR. BRESSLER: Add it to your list,</p> <p>17 Mr. Davis.</p> <p>18 MR. DAVIS: It's on the list. My</p> <p>19 objection to your objections are duly noted.</p> <p>20 MR. BRESSLER: Next.</p> <p>21 Q Is this a document that you can confirm</p> <p>22 that you received by E-Mail from Mr. Burke at or</p> <p>23 about such time?</p> <p>24 A Yes.</p> <p>25 Q You mentioned earlier that you weren't a</p>
<p style="text-align: right;">Page 103</p> <p>1 Victor Prusinowski</p> <p>2 A Provided to who?</p> <p>3 Q To the Town.</p> <p>4 A I don't recall. I don't know.</p> <p>5 Q I guess it was after your last meeting</p> <p>6 with the Town, it wouldn't come up at any meetings</p> <p>7 with the Town that you had; is that correct?</p> <p>8 MR. BRESSLER: Objection to the form.</p> <p>9 A That's correct. I don't know. All I</p> <p>10 know is that it was being prepared. I saw the</p> <p>11 results. I read it. At the time I remember this</p> <p>12 very well. That's all I know.</p> <p>13 Q The last that you heard of it. You</p> <p>14 don't know what was done with it afterwards?</p> <p>15 A No. Not that I can swear on a stack of</p> <p>16 bibles.</p> <p>17 MR. DAVIS: I would like to introduce as</p> <p>18 Defendant's Exhibit 74 a document that you</p> <p>19 also produced to me, which is a March 26th,</p> <p>20 2010 E-Mail that was sent from Mr. Burke to</p> <p>21 you, Vic, as well as Mr. Dempsey and Mr.</p> <p>22 Ciarelli.</p> <p>23 (Whereupon, the above noted E-Mail</p> <p>24 was marked as Defendant's Exhibit 74 for</p> <p>25 identification, as of this date.)</p>	<p style="text-align: right;">Page 105</p> <p>1 Victor Prusinowski</p> <p>2 big user of E-Mail --</p> <p>3 A That's correct.</p> <p>4 Q -- at this time. You did get a</p> <p>5 communication --</p> <p>6 A Yes.</p> <p>7 Q -- by E-Mail?</p> <p>8 A Uh-huh.</p> <p>9 Q This being at least one of them. Do you</p> <p>10 recall getting any other E-Mails from either any of</p> <p>11 the members of the Plaintiffs or their counsel, in</p> <p>12 conjunction with the development applications?</p> <p>13 A No. For the record, Mr. Burke was</p> <p>14 brought on specifically as a member of our legal</p> <p>15 team on this matter. I want that on the record.</p> <p>16 We'll let the judge decide. He was there to help</p> <p>17 John Ciarelli, but as part of our legal counsel.</p> <p>18 Q I want to show you a document that was</p> <p>19 previously marked as Defendant's Exhibit 43 which</p> <p>20 is entitled Town of Riverhead Public Notice. More</p> <p>21 specifically you'll see Item C, which is entitled</p> <p>22 Accessory Uses, and under that a sub item four</p> <p>23 which has the following language: "Golf villas may</p> <p>24 be built on existing golf courses which the</p> <p>25 recreation overlay district applied subject to the</p>

Page 118

1 Victor Prusinowski
 2 their counsel to undertake any further action in
 3 conjunction with the development applications,
 4 either for the clubhouse site plan for golf
 5 villas --
 6 A The only thing that I did after we
 7 received this letter, was to pursue review of
 8 the expansion of the clubhouse. That was it.
 9 Q What specifically did you do in that
 10 respect?
 11 A I was badgering the Planning Board
 12 attorney and the chairman of the Planning Board to
 13 review our site plan application for the expansion
 14 of the clubhouse because the Town of Riverhead --
 15 it was my position, I will say that, our attorneys,
 16 John Ciarelli, our position was, we signed a
 17 stipulation of settlement with the Town which
 18 required us to put forward this application for the
 19 expansion of the clubhouse, for the ultimate goal
 20 of eliminating the tent operation. We were
 21 conforming with what we had to do. We actually
 22 paid a fine, I think ten thousand dollars.
 23 Q As part of the stipulation?
 24 A As part of the stipulation to settle the
 25 noise dispute or whatever. We were following the

Page 119

1 Victor Prusinowski
 2 rules as far as the site plan approval.
 3 Q It's your recollection that subsequent
 4 to this letter you had additional meetings with
 5 the Town regarding the site plan?
 6 A I wouldn't call it meetings.
 7 Conversations. Just for the expansion of the
 8 clubhouse.
 9 Q Those discussions had nothing to do with
 10 the golf villas?
 11 A That's correct.
 12 Q Did you come to understand in 2012 that
 13 Mr. Ciarelli filed a federal lawsuit against the
 14 Town of Riverhead?
 15 MR. BRICK: Objection to the
 16 characterization.
 17 MR. BRESSLER: Objection.
 18 A I had no advance knowledge of that, but
 19 I subsequently learned that he did.
 20 Q Do you have any knowledge about the
 21 status of that action or what happened to it?
 22 A No, I don't. I don't even know if it's
 23 still pending today. Actually, I found out that
 24 the lawsuit was filed not from anybody associated
 25 with the partnership or the golf course. It was

Page 120

1 Victor Prusinowski
 2 the Town attorney at the time that told me. He ran
 3 into me in the hall and said they filed a federal
 4 lawsuit against us.
 5 Q Who was the attorney at that time?
 6 A I don't remember. Could have been Bobby
 7 Koz, the Town attorney at that time. I don't know
 8 when the federal lawsuit was filed. I didn't read
 9 the date on it when you showed it to me. Could
 10 have been a different Town attorney.
 11 Q I think you testified that you didn't
 12 know about the State court action in Suffolk County
 13 against Chicago Title until you received the
 14 Subpoena from Chicago Title.
 15 A That's correct.
 16 Q Since that time, since you received the
 17 Subpoena, is it your testimony that you've had no
 18 discussions with Mr. Elliot about that?
 19 MR. BRESSLER: Objection. You already
 20 asked him that.
 21 A No. You already asked me that. Nobody
 22 from their side has ever contacted me or had any
 23 discussions concerning this particular matter. The
 24 only one that I've talked to is you.
 25 Q None of the attorneys contacted you?

Page 121

1 Victor Prusinowski
 2 A No, I didn't know who the attorneys
 3 were until I walked into the room today.
 4 Q Leaving aside the lawsuit itself --
 5 A Right.
 6 Q -- that we're here on today, in terms of
 7 the status of the property itself, --
 8 A Right.
 9 Q -- did you have any knowledge as to what
 10 happened to it after 2012?
 11 A Yes, I had very good knowledge.
 12 Q You understand it was sold?
 13 A Yes.
 14 Q In or about 2014?
 15 A Uh-huh. Yes.
 16 Q How did you come about that knowledge,
 17 who did you speak to in terms of learning that?
 18 A I read it in the News Review. I think
 19 they went -- I think I read the story in the News
 20 Review. It did make news.
 21 MR. DAVIS: Subject to what are firmly
 22 contentious disputes, including most
 23 significantly the scope of attorney/client
 24 privilege, which the parties are reserving
 25 their rights on, I have no further questions

Page 122

1 Victor Prusinowski
 2 at this time. I want to thank you for coming
 3 in, Vic.
 4 MR. BRICK: I have two questions, if I
 5 may.
 6 EXAMINATION BY BRIAN BRICK, ESQ.:
 7 Q In response to the Subpoena that you
 8 received from Chicago Title, did you consult with
 9 an attorney?
 10 A No.
 11 Q Did an attorney review the documents
 12 that you produced in response to the Subpoena
 13 before you produced them?
 14 A No.
 15 MR. BRICK: That's all I have.
 16 MR. BRESSLER: I have no questions.
 17 MR. DAVIS: Thank you very much.
 18 (Whereupon, the examination of this
 19 witness was concluded at 12:45 P.M.)
 20
 21
 22
 23
 24
 25

Page 123

1
 2 A C K N O W L E D G M E N T
 3
 4 STATE OF NEW YORK)
 5)ss.:
 6 COUNTY OF)
 7
 8 I, VICTOR PRUSINOWSKI, hereby certify
 9 that I have read the transcript of my testimony
 10 taken under oath in my deposition of August 5,
 11 2016. That the transcript is a true, complete and
 12 correct record of what was asked and answered and
 13 said, during this deposition, and that the answers
 14 on the record, as given by me, are true and
 15 correct.
 16
 17 _____
 VICTOR PRUSINOWSKI
 18
 19 Subscribed and sworn to
 20 before me on this ____ day
 21 of _____, 2016.
 22
 23 _____
 NOTARY PUBLIC
 24
 25

Page 124

1 I N D E X
 2
 3 EXAMINATION OF BY PAGES
 4 Victor Prusinowski Mr. Davis 3-122
 5 Mr. Brick 122
 6
 7 E X H I B I T S
 8
 9 DEFENDANT'S DESCRIPTION PAGE
 10
 11 70 Subpoena 3
 12 71 Zoning ordinance 59
 13 72 Letter 69
 14 73 Public notice 70
 15 74 E-Mail 103
 16
 17
 18
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 20
 21
 22
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 25

Page 125

1 C E R T I F I C A T I O N
 2
 3 I, ATHI FRANCIS, a Notary Public of the State
 4 of New York, do hereby certify:
 5 That the testimony in the within proceeding
 6 was held before me at the aforesaid time and place.
 7 That said witness was duly sworn before the
 8 commencement of the testimony, and that the
 9 testimony was taken stenographically by me, then
 10 transcribed under my supervision, and that the
 11 within transcript is a true record of the testimony
 12 of said witness.
 13 I further certify that I am not related to any
 14 of the parties to this action by blood or marriage,
 15 that I am not interested directly or indirectly in
 16 the matter in controversy, nor am I in the employ
 17 of any of the counsel.
 18 IN WITNESS WHEREOF, I have hereunto set my hand
 19 this 16th day of August, 2016.
 20
 21 _____
 ATHI FRANCIS
 22
 23
 24
 25