

IN THE CIRCUIT COURT OF THE 15TH
JUDICIAL CIRCUIT IN AND FOR
PALM BEACH COUNTY, FLORIDA

CIVIL DIVISION

CASE NO. 502013CA015257XXXXMB AI
CASE NO. 502014CA006931XXXXMB AI
CASE NO. 502015CA001012XXXXMB AI
CASE NO. 502018CA008378XXXXMB AI
(Consolidated for discovery purposes only)

CASE NO. 502018CA001996XXXXMB AI
(Consolidated for discovery and trial)

HAROLD PEERENBOOM,

Plaintiff/Counter-Defendant,

vs.

ISAAC (“IKE”) PERLMUTTER, et al.,

Defendants/Counter-Plaintiffs.

ISAAC (“IKE”) PERLMUTTER and
LAURA PERLMUTTER,

Counter-Plaintiffs,

vs.

HAROLD PEERENBOOM,
WILLIAM DOUBERLEY,
CHUBB & SON, a division of
FEDERAL INSURANCE COMPANY,
and SPECKIN FORENSICS LLC, d/b/a
SPECKIN FORENSIC LABORATORIES,

Counter-Defendants.

**COUNTER-PLAINTIFFS’ MOTION TO AMEND THE COUNTERCLAIMS TO
ASSERT PUNITIVE DAMAGES AGAINST FEDERAL INSURANCE COMPANY**

This case involves a reprehensible, fraudulent scheme to secretly steal and test the DNA of Laura and Isaac Perlmutter, engineered by Federal Insurance Company, a subsidiary of Chubb Limited—one of the largest insurance companies in the world. Federal’s conduct violated Florida Statute § 760.40, which states that “DNA analysis may be performed only with the informed consent of the person to be tested, and the results of such DNA analysis, whether held by a public or private entity, are the exclusive property of the person tested, are confidential, and may not be disclosed without the consent of the person tested.” Plaintiff Harold Peerenboom (“Peerenboom”), with Federal’s knowledge and support, then used the stolen DNA to provide law enforcement with a fabricated DNA analysis in an attempt to frame the Perlmutteres for serious crimes they did not commit. It truly shocks the conscience that, instead of simply assessing a claim and providing counsel to its insured client, Federal engaged in a shameful attempt to shake down the Perlmutteres.

Accordingly, the Perlmutteres hereby move, pursuant to Fla. R. Civ. P. 1.190 and Fla. Stat. § 768.72, for leave to file amended counterclaims against Counter-Defendant Federal Insurance Company (“Federal”). The Perlmutteres’ proposed Second Amended Counterclaims request punitive damages as to Count I (Conversion), Count III (Abuse of Process), and Count VII (Civil Conspiracy)¹ and is attached as Appendix B hereto.²

PRELIMINARY STATEMENT

Peerenboom maintained a policy with Federal, which required Federal to defend him against defamation claims. When a tennis instructor at Sloan’s Curve (Karen Donnelly) sued him for defamation, Federal appointed their employee, in-house staff attorney William Douberley, to defend him. Insurance policies generally grant insurers the exclusive right to select and instruct counsel to defend on behalf of an insured. Insurers like Federal constantly explore new ways to control costs, as legal fees paid to external lawyers are a significant expense. To cut costs, Federal has shifted legal work on certain matters to their employees who serve as in-house, salaried attorneys, commonly known as “staff counsel.” That is exactly what Federal did here, when it appointed

¹ The Perlmutteres previously sought leave to seek punitive damages against Harold Peerenboom, William Douberley, and Speekin Forensics LLC. Dkt. 1490. As part of that motion, which remains pending, the Perlmutteres attached their proposed Second Amended Counterclaims. This motion proposes further additions to those counterclaims.

² The present motion is supported by the fact record appended hereto as exhibits in Appendix A.

Douberley to defend Peerenboom's case. Federal cannot now disclaim their employment relationship, and their liability, if its staff counsel commits an offense while defending the insured. Simply put, "the intentional wrongful acts of a servant-employee" such as Douberly "may be visited upon his master-employer" such as Federal "under the doctrine of respondeat superior." *Iglesia Cristiana La Casa Del Senor v. L.M.*, 783 So.2d 353, 356 (Fla. 3d DCA 2001).

In defending its insured, Douberley did not simply focus on the merits of Donnelly's claim. Instead, he sought to bolster the defense through an aggressive (and illegal) strategy to secretly and illegally obtain DNA samples from Isaac and Laura Perlmutter by subpoenaing them to a deposition. Once collected, Douberley hoped the DNA samples would discredit Donnelly and the Perlmutter (who were financing her case) in the eyes of a jury, by implicating the Perlmutter in a recent series of hate mail about Peerenboom circulating around Sloan's Curve. And he did so in furtherance of Federal's interests—to fulfill Federal's contractual obligation to "provide this defence at our own expenses, with counsel of our choice[.]" Ex. 3 at BSKS_CHUBB_000198.

Douberley and Peerenboom spent months plotting to steal the Perlmutter's DNA. Douberley issued subpoenas compelling the Perlmutter's appearance at nonparty depositions in the Donnelly case. *See* Ex. 1 at 43:8-18. Peerenboom and Douberley then arranged for a technician from Speckin, a private forensic firm, to attend the Perlmutter's depositions to secretly steal their DNA, in violation of Florida Statute § 760.40. *See id.* at 25:11-18. At the depositions, Douberley asked the Perlmutter to inspect exhibits on papers specially prepared by Speckin, and offered them bottles of water. *See* Ex. 2 at 18:2-11, 32:6-18. DNA was collected from those materials and sent for testing—without the Perlmutter's consent. This conduct went far beyond mere negligence, or even gross negligence—it was *intentional* and *criminal*.

The Court has sanctioned Douberley's outrageous conduct. Judge Sasser found "Peerenboom's request, through Douberley, to use the subpoena power of the court to depose the Perlmutter . . . constitutes fraud on the trial court." Dkt. 407 at 13-14. Judge Rowe described their scheme as "contrary to our judicial process that requires honesty, transparency, and fairness," and excluded the DNA on that basis. Dkt. 1380 at 2; Dkt 1760 at 2 (holding that a "bad actor

should not be able [to] use the fruits gleaned from the bad act”). Douberley even invoked his Fifth Amendment privilege when questioned on his role in the DNA theft. Ex. 1 at 83:6-13.

But punitive relief is likewise warranted against Federal. An individual is liable for punitive damages if there is clear and convincing evidence of “intentional misconduct” or “gross negligence.” Fla. Stat. § 768.72(2).³ Where an employee like Douberley commits such an act, their employer is liable if it actively participates in, condones, ratifies, or consents to, or engages in gross negligence with respect to, the employee’s actions. Fla. Stat. § 768.72(3). At the pleading stage, the moving party need only show a “reasonable basis for recovery.” Fla. Stat. § 768.72(1).

Florida’s liberal pleading standard is met here. *See, e.g., Belaski v. Sarasota Doctors Hosp.*, 2008 Fla. Cir. LEXIS 18, *2 (12th Cir. Dec. 23, 2008) (“The court must take the facts as reasonably established by the plaintiff to be true”). Douberley willfully conspired to steal the Perlmutter’s DNA in complete disregard of Florida law and the Perlmutter’s privacy rights. And Federal was no passive employer. It monitored and encouraged Douberley, and did nothing. For instance, Federal:

- Allowed Douberley to use an insured’s defense to gather evidence for use in unrelated cases;
- Knew that Douberley planned to use the depositions to facilitate testing of the Perlmutter’s DNA;
- Committed to investigate whether the Perlmutter’s DNA was present on certain mailings;
- Actively controlled Douberley’s conduct, *i.e.*, via required approvals and status reports; and
- Failed to take any corrective action upon receiving a status update detailing the DNA theft.

PROFFER SUPPORTING CLAIM FOR PUNITIVE DAMAGES

The record to date and the evidence below warrant punitive damages against Federal.

A. Federal Assigned Its Employee (Douberley) To Defend Peerenboom

In 2010, Peerenboom was involved in a condo board dispute over Karen Donnelly’s management of the tennis center. *See* Dkt. 1023 at ¶¶ 21-24. Peerenboom distributed defamatory mailings about Donnelly anonymously to the condominium’s residents. In April 2012, Donnelly sued Peerenboom for defamation based on these mailings. *See Kay-Dee Sportswear, Inc., et al. v. Matheson, et al.*, No. 50-2011-CA-006192 (Fla. 15th Cir. Ct.), at Dkt. 5.

³ Specific intent is not required—the conduct need only “indicate a wanton disregard for the rights of others.” *Valladares v. Bank of Am. Corp.*, 197 So. 3d 1, 11 (Fla. 2016).

Peerenboom filed a claim under his policy with Federal, which required Federal to defend him against “defamation of character” suits at its “own expense, with counsel of [its] choice.” Ex. 3 at BSKS_CHUBB_000196-98; *see also* Ex. 4 at 107:2-8. Federal assigned an employee, staff attorney William Douberley, to handle the defense. *See* Ex. 4 at 11:20-12:2; 107:2-8. As with every matter, Douberley reported directly to the managing counsel at Federal. *See id.* at 26:9-18.

B. Federal Commits To Investigate The Mailings and DNA As Part Of Its Defense

On April 27, 2012, Peerenboom spoke with Tracy Murphy of Federal’s claims department about the Donnelly suit. On that call, Plaintiff discussed a strategy to attack the source of Donnelly’s litigation financing—the Perlmutter. Peerenboom suspected that Mr. Perlmutter had distributed a news article critical of Peerenboom to members of a nearby golf club. Dkt. 1023 at ¶ 31. Peerenboom told Murphy that Mr. Perlmutter “distributed a letter to all members of [his] golf club” and that he “has unopened copies of this letter which he sent to Ottawa requesting DNA testing so he could pursue charges of postal fraud.” Ex. 6 at BSKS_CHUBB_000001. His goal was to “question [Mr. Perlmutter] on this point” to support charges of “postal fraud” or “perjury.” *Id.*⁴

Most insurers would disregard such conspiracy theories as irrelevant to the insured’s defense. But not Federal. Instead, Federal committed to investigate the letter and accompanying DNA issues to “clarify the involvement and relevance of these issues as the investigation continues.” *Id.* Federal understood that Peerenboom’s goal in testing Mr. Perlmutter’s DNA was to discredit Donnelly and her financiers the Perlmutter, intimidate the Perlmutter from supporting Donnelly, and to entrap the Perlmutter in separate litigation—and committed to support those efforts.

Such investigations were consistent with Federal’s policies. Federal’s corporate representative confirmed that, in some cases, staff attorneys could use “litigation that it’s defending for an insured to gather evidence . . . to use in a separate third-party litigation that . . . the insured will file against somebody else.” Ex. 4 at 85:1-12. Over the next several months, Douberley worked to “clarify” the Perlmutter’s role through DNA testing—by employing criminal means.

⁴ Douberley also told Murphy that Plaintiff suspected Mr. Perlmutter of sending hate mail and “confirmed that Perlmutter is paying” Donnelly’s legal fees. Ex. 7 at BSKS_DOUBERLEY_000106-107; *see* Ex. 5 at McGuinness-000920.

C. Douberley Steals the Perlmutter's DNA At Their Depositions

For months, Peerenboom and Douberley strategized on how to manipulate the Donnelly depositions to try to falsely implicate the Perlmutter's in the hate-mail campaign against Peerenboom, ultimately deciding to steal the Perlmutter's DNA during their nonparty depositions. *See Ex. 1 at 73:10-17* (noting "covert" DNA collection); *Ex. 11 at BSKS_DOUBERLEY_000225* (Douberley: "Let me know if you want to try and get a DNA sample"); *Ex. 12 (CNTRL-2)* (Douberley: "we could have an investigator pick up a used glass or water bottle"). Thus, on January 23, 2013, Douberley issued subpoenas to the Perlmutter's, commanding them to appear at a deposition on February 27, 2013. *Ex. 13*. As Peerenboom admitted, the "plan was to get [the Perlmutter's] in that chair, sitting in front of that table, [to] take their DNA," (*Ex. 16 at 32:6-9*), so that they could "analyze it and have it tested" (*id.* at 38:16-18).

Douberley and Peerenboom retained Speckin to collect and test the Perlmutter's DNA and to ensure they obtained viable samples. *See id.* at 78:24-79:5. Specifically, they arranged for Michael Sinke, a Speckin employee and former crime scene technician, to attend the depositions "at great expense." *Ex. 17 at 13:1-3*.⁵ Sinke prepared special paper—styled as deposition "exhibits"—to collect the Perlmutter's DNA. *Ex. 2 at 18:2-20*. To ensure useful samples, Sinke told Douberley to "handle them gingerly" and hand them to the Perlmutter's and their attorney "by the very top corners." *Id.* at 20:11-20. Douberley complied, and never marked them for the record so that "Sinke could take [them] away after the deposition." *Id.* at 29:10-20; 31:19-21; *see also Ex. 19 at 9:18-13*.⁶ Douberley also kept Sinke's employer and the purpose for Sinke's presence that day a secret. *See Ex. 2 at 27:20-28:10*.

D. Federal Knew About the Planned Abuse of Process—Yet Did Nothing

Federal knew non-party depositions had been scheduled. *See Ex. 15 at BSKS_DOUBERLEY_000168* (Douberley to Federal stating: "we will move ahead with the depositions of the Perlmutter's, which will be important."). At the outset of any case, staff

⁵ Peerenboom also proposed bringing his investigator (Reesor) "to obtain DNA from the suspected targets," and asked Douberley to "consider having [Reesor] at their depositions assuming they will drink water etc." *Ex. 8 (CNTRL 1)*.

⁶ Sinke "imagine[s]" that he discussed "not marking these exhibits" with Douberley in advance. *Ex. 2 at 21:18-22:1*.

counsel—including Douberley—must identify all anticipated litigation milestones to Federal, including depositions. Ex 4 at 40:21-41:6 (“We would typically provide in our initial assessment what we think the litigation is going to look like. We will take XYZ depositions, so claims is on notice of what we’re doing.”). Federal approved the case budget based on this information. *Id.* at 42:9-12. Then, as additional depositions become necessary, staff counsel must update Federal. *Id.* at 38:12-23 (“And just as an update to claims, we would likely indicate that we would be deposing so-and-so on a particular date.”).⁷

Federal also knew Douberley intended to misuse the depositions to gather evidence against the Perlmutter for use in DNA testing. On December 31, 2012, Douberley told Murphy he couldn’t “bring a separate action to gain evidence against those who are conspiring against [Peerenboom],” but he would “do some of that discovery in the context of this [Donnelly] case”; noted that “DNA has been lifted from at least one of the envelopes” for comparison; and that a delay in scheduling the Perlmutter’s depositions may allow for “additional time to develop evidence against the conspirators.” Ex. 9 at BSKS_DOUBERLEY_000125. On January 23, 2013, Douberley updated Murphy on “the depositions of the Perlmutter and the dissemination of another set of defamatory letters”, noting that “private investigators and private counsel are working to discover the source of the letters, including the use of DNA technology”, and relaying Peerenboom’s concern that Mrs. Perlmutter’s deposition was not reset, as “she is the weak one[.]” Ex. 14 at BSKS_DOUBERLEY_000193. Thus, the trap was set—and Federal knew it.

E. The Plot Worked, And Federal Took No Corrective Action

On March 1, 2013, Plaintiff wrote Douberley: “We have both prints now and DNA. And thanks to you more that is being compared.” Ex. 20 at BSKS_DOUBERLEY-000239; *see also* Ex. 2 at 35:25-37:2. On February 28, 2013, Douberley gave Federal a detailed report of the Perlmutter’s deposition, specifically noting “DNA and fingerprint evidence was collected by a technician at the deposition” in connection with “the letter-writing campaign against Peerenboom.” Ex. 21 at BSKS_DOUBERLEY_000237. He made no mention of having obtained

⁷ Douberley was required to inform Federal about all key litigation milestones. Ex. 4 at 17:17-18:5; 47:3-49:7.

the Perlmutter's consent to collect their DNA, but conceded "it [was] doubtful that [Mr. Perlmutter] is directly involved in the letter-writing campaign against Peerenboom." *Id.* Thereafter, Federal failed to take any corrective action. Rather, Federal allowed Douberley's scheme to proceed to fruition and the Perlmutter's DNA was analyzed and tested.

LEGAL STANDARDS

A. Leave to Amend Should be Freely Granted

An amendment is "freely granted" absent prejudice, particularly when sought long before trial. Fla. R. Civ. P. 1.190(a); *see also Plyser v. Hados*, 388 So.2d 1284 (Fla. 3d DCA 1980).

To add a claim for punitive damages, Fla. Stat. § 768.72 requires only a "reasonable showing" demonstrating a "reasonable basis for recovery." *Tilton v. Wrobel*, 198 So. 3d 909, 910 (Fla. 4th DCA 2016). The court need not weigh the evidence; it need only decide whether a factual predicate for relief exists. *See Dolphin Cove Ass'n v. Square Dev. Co.*, 616 So.2d 553 (Fla. 2d DCA 1993).⁸ The standard is "similar to determining whether a complaint states a cause of action." *Holmes v. Bridgestone/Firestone, Inc.*, 891 So. 2d 1188, 1191 (Fla. 4th DCA 2005). The court must "view the record evidence and the proffer in the light most favorable to [the moving party] and accept it as true." *Estate of Despain v. Avante Grp. Inc.*, 900 So. 2d 637, 644 (Fla. 5th DCA 2005).

B. Punitive Damages May Be Imposed Against Employers

Federal may be vicariously liable for punitive damages based on an employee's actions. The statute first requires that the employee (Douberley) commit a predicate offense of "intentional misconduct" or "gross negligence."⁹ Fla. Stat. § 768.72(2). If so, Federal will be liable for punitive damages if: (a) it "actively and knowingly participated in such conduct"; (b) its officers, directors or managers "knowingly condoned, ratified or consented to such conduct"; or (c) it "engaged in gross negligence which contributed to the injury" suffered by the party seeking punitive relief. Fla. Stat. § 768.72(3). Douberley and Federal's conduct easily meet these standards.

⁸ An evidentiary hearing is not required. *See, e.g., Strasser v. Yalamanchi*, 677 So. 2d 22, 23 (Fla. 4th DCA 1996).

⁹ "Intentional misconduct" means "that the defendant had actual knowledge of the wrongfulness of the conduct and the high probability that injury or damage to the claimant would result and, despite that knowledge, intentionally pursued that course of conduct, resulting in injury or damage." Fla. Stat. § 767.72(2)(a). "Gross negligence" is conduct that is "so reckless or wanting in care that it constituted a conscious disregard or indifference to the life, safety, or rights of persons exposed to such conduct." Fla. Stat. § 768.72(2)(b).

ARGUMENT

A. Douberley's Defense Strategy Intentionally Harmed The Perlmutter's

Douberley knew the Perlmutter's "wouldn't consent" to "the collection" and "the testing of their DNA" and expected a "[m]onumental fight." Ex. 19 at 50:8-51:1; 46:6-11. The depositions "provided an opportunity for the DNA to be collected" covertly. Ex. 1 at 82:13-20. On that basis, he admitted that the Perlmutter's "biological material was taken under false pretenses." See Ex. 16 at 65:15-21. Peerenboom even testified it was "Douberley's idea to collect both water bottles and discarded items at Perlmutter's depositions" to harvest the Perlmutter's DNA. Dkt. 407 at 4.

As an experienced attorney, Douberley knew the correct protocols, admitting "there's a rule for . . . requir[ing] people to undergo [a] physical examination," including a DNA test. Ex. 19 at 44:11-14. But he "didn't have time to go through some court process." Ex. 10 at 174:24-175:2. Such legal requirements were "complications" that interfered with his preferred schedule. *Id.*; see also Ex. 19 at 44:11-45:6. As Judge Rowe found, "Douberley admitted that obtaining Defendants' DNA through proper discovery methods would take months and Plaintiff did not want the delay of adhering to proper discovery methods." Dkt. 1380 at 3.

The Court expressed grave concerns, describing the plan as "contrary to our judicial process that requires honesty, transparency, and fairness." Dkt. 1380 at 3. Douberley even invoked the Fifth Amendment to avoid answering further questions on the subject. Ex. 1 at 83:6-13.¹⁰

B. Douberley's Crimes Are Predicate Offenses Under Fla. Stat. § 768.72(1)

Douberley's *intentional* conduct violates criminal statutes and ethical rules:

- **Section 760.40.** Judge Sasser concluded that Plaintiff violated Fla. Stat. § 760.40 "when he analyzed the Perlmutter's DNA" with "knowledge of his action's illegality," and that he "accomplished this action through the use of Douberley's services." Dkt. 407 at 21.
- **Fraud on the Court.** Judge Sasser concluded that "Peerenboom's request, through Douberley, to use the subpoena power of the court to depose the Perlmutter . . . constitutes fraud on the trial court." *Id.* at 13-14.
- **Ethical Code.** Douberley violated Fla. R. Civ. P. 1.310, which requires marking any exhibits used in a deposition for identification, and Fla. R. Civ. P. 1.310, which forbids collecting discovery on matters outside the subject matter of the pending action. Douberley

¹⁰ He also never told Perlmutter's counsel that counsel's DNA was also "taken and being tested[.]" Ex. 1 at 72:11-17.

even violated Florida Bar Rule 4-4.1, which bars methods for obtaining evidence that violate the legal rights of such person—here, the Perlmutter’s rights to control their DNA.

The Florida Supreme Court held that merely *altering* an exhibit for use at a deposition is a sanctionable abuse of process. *See Fla. Bar v. Schwartz*, 284 So. 3d 393, 398 (Fla. 2019) (defense attorney’s modification of police photo lineup and use of altered exhibit at deposition inconsistent with “honesty and justice.”). Douberley’s fabricating of exhibits to secretly steal the Perlmutter’s DNA is far worse. And Florida courts have awarded punitive damages for far less. *See Lawnwood Med. Cir., Inc. v. Sadow*, 43 So. 3d 710, 727-28 (Fla. 4th DCA 2010) (affirming punitive damages for statements that appellee was “not a good doctor” and “a bad person”).

C. Douberley Operated As An Employee Of Federal

Federal admits all staff counsel, including Douberley, are “salaried employees,” not independent contractors. Ex. 4 at 23:12-23; *see id.* at 24:5-25:7 (Douberley is a “full time employee[.]”); *id.* at 26:3-5 (describing him as “direct employee”); Ex. 1 at 8:4-12 (“I’m an employee of the insurance company”).¹¹ In defending Peerenboom, Douberley operated as Federal’s employee, and Federal stood to profit from Douberley’s overly-aggressive strategy in Donnelly’s action against Peerenboom. Were Douberley successful, Federal would not have to defray a prospective damages award. *See* Ex. 3 at BSKS_CHUBB_000032 at ‘196 (requiring Federal to “cover damages a covered person is legally obligated to pay” under the policy).

Moreover, Federal’s practices and procedures assured its control over Douberley. Federal has “reporting requirements that they expect any counsel” like Douberley to adhere to (Ex. 4 at 17:17-18:5), to keep Federal’s claims department “apprised of what’s going on in the case so they can continue to evaluate from their perspective,” including “how they are going to manage the claim.” *Id.* at 36:21-37:7. Federal “follows closely along” with active litigations based on these reports. *Id.* at 33:15-25; *see also id.*, 100:9-13. Likewise, Federal had to approve defense-related expenditures, *e.g.*, investigative services. *Id.* at 42:14-18; *see also* 40:7-10 (confirming that

¹¹ Federal further provided him employment benefits, including healthcare and other perks (Ex. 4 at 25:12-17), and paid for his employment-related expenses, including office space (*id.*, 23:5-11), IT and computer hardware (*id.*, 49:8-16), office supplies (*id.*, 50:1-5), legal research (*id.*, 51:24-52:5), malpractice insurance (*id.*, 53:2-6), travel expenses (*id.*, 51:11-19), and trial support (*id.*, 50:15-19). Douberley also could not accept non-Federal cases. *Id.*, 25:3-11.

“[n]one of us have blank checks to do what we want.”); Ex. 18 at BSKS_CHUBB_000004.¹²

D. Federal Participated In Or Ratified Douberley’s Actions And/Or Was Grossly Negligent

The evidence shows Federal participated in, ratified, or was grossly negligent, with respect to Douberley’s misconduct. Federal permits its attorneys to leverage discovery in an insured’s case to gather evidence against nonparties; their corporate representative explained, “There is no authority not to do that, and I think it would depend on the circumstances presented in the case.” Ex. 4 at 85:1-12; *see also supra* § C. Douberley did just that. Federal cannot now disclaim the particular methods employed by Douberley to collect this evidence, having already opened the door to discovery abuses. *See Publix Super Mkts., Inc. v. Olivares*, 2020 Fla. App. LEXIS 190, *19-20 (Fla. 4th DCA 1993) (adding punitive damages when an employer’s policy permitted “cell phone use” in some cases, and one of its drivers injured the plaintiff while talking on the phone).

Federal further endorsed Douberley’s actions. It knew that the Perlmutter’s depositions had been scheduled and that Douberley planned to use them to investigate the mailings and DNA issues. *See supra* Proffer § D. Federal embraced this defense strategy and committed to “clarify . . . these issues as the investigation continues.” Ex. 6 at BSKS_CHUBB_000001; *see supra* Proffer § B. Federal controlled Douberley at all times, requiring approval “before extraordinary expenses may be incurred”; status reports on the “on-going strategy for defence”; and that he “consult with and seek approval” from Federal “before undertaking any significant activity in the litigation[.]” Ex. 18 at BSKS_CHUBB_000003-5. Yet it took no actions to regulate Douberley’s methods.

Finally, Federal failed to take any corrective action against Douberley. The day after the depositions, Douberley told Federal that the Perlmutter’s “DNA and fingerprint evidence was collected by a technician at the deposition” Ex. 21 at BSKS_DOUBERLEY_000237. Yet Federal’s productions reveal no disciplinary actions against Douberley—despite the fact that he committed these crimes in furtherance of Federal’s defense obligations. Federal failed to inform the Perlmutter that their DNA had been stolen, failed to prevent it from being tested without their

¹² In any event, Douberley’s employment status cannot be determined at the pleading stage; that question “is normally one for the trier of fact to decide.” *Villazon v. Prudential Health Care Plan, Inc.*, 843 So. 2d 842, 853 (Fla. 2003).

consent, and failed to prevent the results of the DNA testing from being distributed to third parties.

CONCLUSION

For the foregoing reasons, the Court should grant the Perlmutter leave to assert a claim for punitive damages against Federal for its tortious conduct.

Dated: March 2, 2021

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By: /s/ Jared Lopez

Jared Lopez, Esq.

APPENDIX A
INDEX OF EXHIBITS

Exhibit No.	Description	Bates No.
1	August 26, 2015 Deposition Transcript of William Douberley	N/A
2	April 2, 2015 Deposition Transcript of Michael Sinke	N/A
3	Chubb Insurance Masterpiece Policy	BSKS_CHUBB_000032
4	April 4, 2019 Deposition Transcript of Elizabeth Daly	N/A
5	May 21, 2012 Email from Peerenboom to Douberley	MCGUINNESS-000920
6	April 27, 2012 Notes of Tracy Murphy	BSKS_CHUBB_000001
7	December 10, 2012 Email from Douberley to Murphy, with attachment	BSKS_DOUBERLEY_000106
8	December 12, 2012 Email from Peerenboom to Douberley	CNTRL 1
9	December 31, 2012 Email from Douberley to Murphy, with attachment	BSKS_DOUBERLEY_000124
10	September 19, 2017 Evidentiary Hearing Transcript	N/A
11	February 15, 2013 Email from Douberley to Peerenboom	BSKS_DOUBERLEY_000225
12	August 25, 2015 Email from Peerenboom to Douberley	CNTRL 2
13	January 29, 2013 Cross-Notice and Notice of Taking Deposition <i>Duces Tecum</i>	DOUBERLEY EX. 16
14	January 23, 2013 Email from Douberley to Murphy, with attachment	BSKS_DOUBERLEY_000192
15	January 9, 2013 Deposition Report	BSKS_DOUBERLEY_000165
16	April 8, 2016 Evidentiary Hearing Transcript	N/A
17	April 25, 2015 Evidentiary Hearing Transcript	N/A

Exhibit No.	Description	Bates No.
18	Federal <i>Litigation Management Guidelines</i>	BSKS_CHUBB_000003
19	October 10, 2017 Evidentiary Hearing Transcript	N/A
20	March 1, 2013 Email from Peerenboom to Douberley	BSKS_DOUBERLEY_000239
21	February 28, 2013 Email from Douberley to Murphy	BSKS_DOUBERLEY_000233, BSKS_DOUBERLEY_000234

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APPENDIX B
SECOND AMENDED COUNTERCLAIMS¹³

IN THE CIRCUIT COURT OF THE 15TH
JUDICIAL CIRCUIT IN AND FOR
PALM BEACH COUNTY, FLORIDA

CIVIL DIVISION
CASE NO. 502013CA015257XXXXMB AI

HAROLD PEERENBOOM,

Plaintiff,

vs.

ISAAC (“IKE”) PERLMUTTER,
LAURA PERLMUTTER, and
JOHN/JANE DOES 1 to 10,

Defendants.

ISAAC (“IKE”) PERLMUTTER and
LAURA PERLMUTTER,

Counter-Plaintiffs,

vs.

HAROLD PEERENBOOM,
WILLIAM DOUBERLEY,
CHUBB & SON, a division of
FEDERAL INSURANCE COMPANY,
and SPECKIN FORENSICS LLC, d/b/a
SPECKIN FORENSIC LABORATORIES,

Counter-Defendants.

SECOND AMENDED COUNTERCLAIMS

¹³ The Perlmutter previously filed a separate motion seeking leave to assert punitive damages against the other Counter-Defendants—Plaintiff, Douberley, and Speckin. Proposed Second Amended Counterclaims were attached to that motion, which remains pending. Dkt. 1490. Appendix B adds a claim for punitive damages against Federal to those Second Amended Counterclaims.

Defendants/Counter-Plaintiffs Isaac Perlmutter and Laura Perlmutter hereby sue Plaintiff/Counter-Defendant Harold Peerenboom as well as Counter-Defendants William Douberley; Chubb & Son, a division of Federal Insurance Agency; and Speckin Forensics, LLC, d/b/a Speckin Forensic Laboratories (collectively, “Conspirators”) for organizing and carrying out an international conspiracy to surreptitiously and illegally collect, analyze, and disclose the Perlmutter’s genetic information in violation of Florida statutory and common law, in an effort to defame the Perlmutter’s by falsely implicating them in criminal conduct.

PARTIES, VENUE, AND JURISDICTION

1. Isaac Perlmutter is a resident of Palm Beach County, Florida.
2. Laura Perlmutter is a resident of Palm Beach County, Florida.
3. Harold Peerenboom is a resident of Palm Beach County, Florida and committed tortious acts alleged herein in Palm Beach County, Florida.
4. William Douberley is a resident of Miami-Dade County, Florida and committed tortious acts alleged herein in Palm Beach County, Florida.
5. Chubb & Son, a division of Federal Insurance Company (“Chubb”), engages in substantial and not isolated business activity, including the operation of an office and/or agency, and the commission of the tortious acts alleged herein, in Palm Beach County, Florida.
6. Speckin Forensics, LLC, d/b/a Speckin Forensic Laboratories (“Speckin”) is a Florida corporation and engages in substantial and not isolated business activity, including the operation of an office and/or agency, and the commission of the tortious acts alleged herein, in Palm Beach County, Florida.
7. Venue is appropriate in this Court because certain Counter-Defendants reside and/or do business in, and the causes of action accrued in, Palm Beach County, Florida.
8. This is an action for damages in excess of \$15,000.

9. All conditions precedent to the maintenance of this action have been met, performed, waived, or otherwise satisfied.

GENERAL ALLEGATIONS

A. Introduction

10. Peerenboom is a Canadian citizen, who sometimes uses the name “Harold Perry.”

11. Peerenboom is a prominent and civically-active individual, who has run for political office, and remains active in local government and community affairs in the United States and Canada, and has been associated with numerous multinational business organizations, private schools, and camps.

12. Peerenboom, his immediate family, and the companies that he founded, owned, controlled, or managed have been involved in numerous lawsuits in the United States and Canada.

13. Peerenboom’s political and business activities have caused him to become the subject of death threats prior to September 1999.

14. The Globe and Mail, a national Canadian newspaper, has printed articles identifying Peerenboom as “Scary Harry Perry,” and describing him as “one of the most outrageous figures in Toronto politics,” who has an “unsettling penchant for personal and political vendettas.”

15. Peerenboom has made false and/or inconsistent statements to government investigators, as he has done in connection with the allegations set forth herein.

16. For example, according to media reports: Peerenboom and a political ally flew together on a private jet to attend a playoff hockey game in Philadelphia. Peerenboom’s ally, who was accused of accepting kickbacks, denied being on the flight, and Peerenboom corroborated his misstatement, indicating that his political ally was neither on the flight nor at the hockey game. Only after airline records, customs documents, cellphone records, and his political ally’s own

admissions revealed the truth, Peerenboom was forced to submit an affidavit to correct his purported memory lapse.

17. Peerenboom has engaged in retaliatory actions against his neighbors, as he has done in connection with the allegations set forth herein.

18. For example, according to media reports: Peerenboom's neighbors opposed his plan to build a pool and gymnasium in his back yard, leading to a fight that, Peerenboom admitted, "got nasty." Peerenboom retaliated by: mounting high-intensity lights to shine directly into his neighbor's bedroom; avoiding zoning regulations restricting the permissible height of fences by designing a "garden shed" that was 13 feet high but only about one inch deep; avoiding similar zoning restrictions imposed by the City of Toronto by transferring the legal headquarters of an educational institute he owned to his home address; and offering financial incentives to encourage individuals with the same last name as one of his neighbors to run against the neighbor in a political election in an effort to confuse voters.

19. Peerenboom has previously been accused of scheming to lodge criminal accusations to intimidate and retaliate against individuals who oppose him.

20. For example, according to Canadian court records: Peerenboom was accused of assaulting his sister-in-law, Victoria Buckley. Soon thereafter, Peerenboom's daughter alleged that Ms. Buckley's husband, William Buckley, had sexually assaulted her ten years earlier, leading Mr. Buckley to allege that Peerenboom "encouraged his daughter and instructed his solicitor" to contrive the sexual assault allegations "so as to intimidate" Ms. Buckley and discourage Ms. Buckley from pursuing her own assault allegations against Peerenboom.

21. Peerenboom has responded to political setbacks by turning to the courts and media to achieve his objectives or seek retribution and painting himself as a victim, as he has done in connection with the allegations set forth herein.

22. For example, according to media reports: When Peerenboom was ousted as chairman of a political body he responded by initiating a lawsuit to quash the appointments of others appointed to that political body, and by complaining publicly that his perceived opponents were “trying to find a way to get [him].”

23. Peerenboom has initiated secret investigations in the futile effort to prove that his perceived political opponents were engaged in illegal or improper conduct, as he has done in connection with the allegations set forth herein.

24. For example, according to media reports: Peerenboom accused his perceived political opponents of accepting bribes, and thus used public funds to initiate a secret private investigation into their activities, including purported death threats against Peerenboom. At least one veteran politician described Peerenboom’s activities as “unprecedented.” When the investigation proved to be fruitless, Peerenboom admitted that “they got me on the detective one. . . . It’s my Achilles heel. It was a debacle.” According to Peerenboom, the investigators “couldn’t prove” the improper and illegal conduct that Peerenboom alleged.

25. Although Peerenboom purports to have provided even-handed and unbiased assistance to law enforcement officials in connection with their efforts to identify the culprit responsible for the alleged letter-writing campaign, Peerenboom has betrayed the public trust for his own pecuniary gain.

26. For example, according to a government report: When Peerenboom served as the chairman of a political body, the Toronto City Auditor concluded that the political body’s “[f]inancial and administrative processes and controls” were “inadequate”; its “internal policies were not complied with”; and “[m]any basic control issues which should be standard business practice were simply overlooked,” resulting in hundreds of thousands of dollars of inappropriate expenditures by Peerenboom and others. The political body, under Peerenboom’s leadership, hired

“consultants in a number of cases [without] conduct[ing] a competitive process,” and without proper documentation, which was “compounded” by Peerenboom’s “unwilling[ness] to meet” with the investigators conducting the audit.

B. Peerenboom Identifies the Perlmutter as Perceived Opponents and Develops the DNA Theft Scheme for Purposes of Intimidation and Retaliation

27. By approximately 2010, Peerenboom became involved in local affairs in the residential community of Sloan’s Curve, in Palm Beach, Florida, including matters involving the Sloan’s Curve Homeowner’s Association (“SCHA”).

28. Peerenboom aggressively targeted Karen Donnelly, who had operated the tennis center at Sloan’s Curve for approximately 25 years.

29. In March 2011, Peerenboom generated an anonymous mailing that he distributed to the residents of Sloan’s Curve, attacking Ms. Donnelly.

30. Peerenboom’s anonymous mailing described Ms. Donnelly’s contract to operate the tennis center as the product of “bid rigging and a federal offense, [carrying a penalty of] up to ten years in prison.”

31. Peerenboom’s anonymous mailing also alleged that Ms. Donnelly: “pays no rent to run her business”; lied to Sloan’s Curve residents by “stating that we are trying to get rid of her”; “was given a raise” that caused Sloan’s Curve residents’ “bill [to] go up”; and questioned whether she had complied with tax and licensing requirements. These accusations in Peerenboom’s anonymous mailing were ultimately found to be baseless.

32. Ms. Donnelly thus filed a lawsuit, which was amended to include Peerenboom after he admitted to being the author of the anonymous mailing, to protect her reputation and her livelihood.

33. The Perlmutter, who by that time had known Ms. Donnelly for decades, helped to pay her legal bills.

34. Based upon their support of Ms. Donnelly, Peerenboom perceived the Perlmutter as his opponents.

35. Peerenboom also erroneously believed that Mrs. Perlmutter attempted to ostracize him and his wife from social affairs.

36. Conspirators were aware of published reports describing the Perlmutter's wealth.

37. Accordingly, Peerenboom, with the assistance of the remaining Conspirators and other unnamed co-conspirators, sought an opportunity to intimidate and retaliate against the Perlmutter.

38. When, in approximately December 2012, Peerenboom's friends, family members, and business associates allegedly began receiving defamatory correspondence about him, Peerenboom fixated on the Perlmutter as the authors of the correspondence.

39. Peerenboom thus enlisted Chubb (including its employee, Douberley) and Speckin (including its employee Julie Howenstine), among others, to form a conspiracy to collect, test, and disclose the Perlmutter's genetic information without the Perlmutter's knowledge or consent, and to manipulate the results of such genetic testing to falsely implicate the Perlmutter in allegedly illegal activity (the "DNA theft scheme"), for purposes of intimidation and retaliation.

40. Conspirators are, and at all relevant times were, aware that the Perlmutter are widely known to value their privacy. In fact, Mr. Perlmutter has been described in the media as being reclusive.

41. Conspirators are, and at all relevant times were, aware that Mr. Perlmutter is the Chairman of Marvel Entertainment, a division of the Walt Disney Company, a publicly-traded company.

42. Conspirators are, and at all relevant times were, aware that individuals – particularly individuals who value their privacy or whose private affairs, if disclosed, may have

widespread public consequences – have an interest in maintaining the sanctity of their genetic material from unauthorized seizures and analyses.

43. Conspirators are, and at all relevant times were, aware that, once an unauthorized DNA test is conducted, the privacy of the results can never again be assured, because they reside forever on data systems that are vulnerable to intrusion and disclosure.

44. The Perlmutter had no knowledge that their DNA would be collected, tested, and disclosed to third parties.

45. The Perlmutter never provided consent to the Conspirators to collect, test, or disclose their genetic material.

C. The Perlmutter are Compelled to Appear for Depositions as Nonparty Witnesses in a Separate Case, Where Their DNA is Secretly Collected

46. In April 2012, Peerenboom was named as a defendant in a lawsuit styled *Kay-Dee Sportswear, Inc., et al. v. Monique D. Matheson, et al.*, No. 50-2011-CA-006192, in the Circuit Court of the 15th Judicial Circuit in and for Palm Beach County, Florida.

47. The Perlmutter were not named as parties in the *Kay-Dee* lawsuit.

48. Chubb (including its employee, William Douberley) represented Peerenboom in the *Kay-Dee* action.

49. In February 2013, Chubb's employee, Douberley, issued nonparty subpoenas *duces tecum* on Peerenboom's behalf, requiring the Perlmutter to appear for their depositions or risk being held in contempt of court.

50. In the months leading up to the Perlmutter's depositions, Peerenboom, Chubb (including Douberley), and others brainstormed strategies for collecting the Perlmutter's genetic material during their depositions.

51. As a result of these brainstorming sessions, Speckin was retained by Peerenboom to assist in the collection of the Perlmutter's genetic material for the purposes of subjecting it to analysis and disclosure.

52. Speckin's employee, Michael Sinke, a crime scene technician, was flown from Michigan to Florida for the purpose of attending the Perlmutter's depositions to surreptitiously collect their genetic material.

53. Mr. Sinke was not introduced on the record at either of the depositions. Neither his employer nor the purpose for his presence was disclosed to the Perlmutter's or their counsel.

54. When directly asked, Mr. Sinke was identified by Peerenboom and/or Douberley as simply a "colleague."

55. Peerenboom, Chubb, and Douberley caused the Perlmutter's to be subpoenaed for a deposition, at least in part, to ensure that the Perlmutter's genetic material could be collected in a controlled environment and would be suitable for subsequent testing and analysis.

56. Peerenboom's plan was to collect the Perlmutter's DNA for tests and analysis.

57. Thus, prior to the Perlmutter's depositions, Mr. Sinke prepared sheets of paper that were treated and prepared to facilitate the collection of the Perlmutter's genetic material while appearing to be ordinary deposition exhibits.

58. To avoid contamination, Mr. Sinke instructed Douberley to handle these phony exhibits gingerly, and only by the top corners.

59. During their depositions, Douberley handed the Perlmutter's these phony exhibits for inspection, which were designed to collect the genetic material deposited by the Perlmutter's fingertips while they handled the documents.

60. Peerenboom and his agents also collected the genetic material of the attorney representing the Perlmutter during their depositions, which was then tested without his knowledge or consent.

61. The phony exhibits were neither marked nor provided to the court reporter at the end of the deposition, as is customary. Rather, they were collected and retained by Mr. Sinke.

62. The plastic water bottles and a bottle cap that the Perlmutter handled during their depositions were also surreptitiously collected for the purpose of attempting to obtain samples of the Perlmutter's genetic material.

63. The plastic water bottle handled by the attorney representing the Perlmutter during their depositions was also surreptitiously collected by Peerenboom and his agents.

64. The Perlmutter were not informed that there was an ulterior purpose for their depositions – namely, to permit the collection of their genetic material for subsequent analysis.

65. Conspirators knew or should have known that, following the secret collection of the Perlmutter's DNA at their depositions, samples of the Perlmutter's genetic material would be sent to numerous third parties throughout the United States and Canada.

66. Conspirators knew or should have known that the samples of the Perlmutter's genetic material secretly obtained during their depositions would be subjected to analysis without the Perlmutter's knowledge or consent.

67. Conspirators knew or should have known that the records, reports, and findings concerning the samples of the Perlmutter's genetic material that were secretly obtained during their depositions would be generated and disseminated, all without the Perlmutter's knowledge or consent.

68. Conspirators knew or should have known that records, reports, and findings concerning the samples of the Perlmutter's genetic material that were secretly obtained during

their depositions would contain false and/or misleading conclusions resulting from the intentional manipulation of data, the failure to take reasonable precautions to avoid false-positive results, and/or a reckless disregard for the truth.

69. Conspirators knew or should have known that truthful exculpatory records, reports, and findings concerning the samples of the Perlmutter's genetic material that were secretly obtained during their depositions would be distorted and/or concealed.

70. While under oath, Chubb's employee, Douberley, invoked his Fifth Amendment privilege against self-incrimination to avoid answering deposition questions concerning his role in assisting to have the Perlmutter's DNA tested.

71. Peerenboom testified falsely during an evidentiary hearing that he never knew that Sinke was collecting the Perlmutter's DNA at their depositions by using the special paper as a phony exhibit.

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D. The Exculpatory Results Obtained Through Scientifically Valid and Unbiased Genetic Analyses are Concealed

72. Although Conspirators rely on the work performed, analyses conducted, and reports generated by Speckin (including Howenstine) in an effort to link the Perlmutter to the alleged defamatory letter-writing campaign, Speckin does not have the laboratory equipment or accreditation required to conduct genetic testing and analysis.

73. In approximately March 2013, Maxxam Analytics, a Canadian entity, initially performed genetic testing on unopened letters, envelopes, and stamps comprising the alleged hate mail. Maxxam developed two male profiles that excluded the Perlmutter as potential suspects.

74. By October 2014, the Palm Beach Police Department similarly developed two male profiles as suspects based upon their investigation of the alleged hate mail.

75. The DNA samples that were collected during the Perlmutter's depositions were prepared for analysis by Speckin, but were first forwarded to another entity (Semen and Sperm Detection, Inc.), and then to a third entity (Genquest DNA Laboratory) for analysis.

76. Genquest conducted its analysis in compliance with exhaustive regulations and with extensive oversight exercised by layers of bona fide experts.

77. Genquest's test results are exculpatory as to the Perlmutter.

78. Peerenboom and his agents concealed from law enforcement officials and others the existence of the exculpatory test results produced by Genquest.

79. For example, in June 2015, the Palm Beach Police Department requested "an overview" of the DNA testing that had taken place, including "information about a chain of custody."

80. In response to this request, Peerenboom and his agents provided information to the Palm Beach Police Department that was false and misleading because it neglected to mention that Genquest, rather than Speckin, had conducted the genetic testing of the Perlmutter's DNA; that

Genquest's test results were exculpatory as to the Perlmutter's; or even mentioned Genquest's involvement in the testing at all.

E. The Exculpatory Test Results are Distorted and Then Disseminated

81. Peerenboom and his agents also distorted the Genquest test results by subjecting them to reinterpretation by Speckin (including Howenstine).

82. There was no scientific need or basis to subject the Genquest test results to reinterpretation by Speckin (including Howenstine).

83. Speckin (including Howenstine) was aware that Peerenboom sought to implicate the Perlmutter's in the alleged letter-writing campaign for purposes of intimidation and retaliation.

84. Peerenboom contacted Speckin at least 65 times during the course of the investigation, and conveyed to Speckin that this case was not subject to ordinary budgetary constraints.

85. Under pressure from Peerenboom, Speckin (including Howenstine) issued a report concluding that a single test run, out of numerous test runs, of a single DNA sample from Mrs. Perlmutter means that Mrs. Perlmutter "cannot be excluded as a potential DNA donor" to a DNA sample obtained from the alleged letter-writing campaign.

86. All of the other conclusive test runs of the Perlmutter's DNA samples – including all of the other test runs for the very same DNA sample that formed the basis of the distorted Speckin test result – were exculpatory as to the Perlmutter's.

87. The distorted Speckin test result conflicts with the DNA profiles and conclusions reached by Maxxam (in approximately March 2013), by the Palm Beach Police Department (by October 2014), and by Genquest.

88. The distorted Speckin test result contains false and/or misleading conclusions, and such false and/or misleading conclusions arose as a result of intentional manipulation of data, the

failure to take reasonable precautions to avoid false-positive results, and/or a reckless disregard for the truth.

89. Peerenboom and his agents disseminated the distorted Speckin test result to law enforcement officials, prosecutors, and the press to falsely implicate the Perlmutter in the alleged letter-writing campaign and to intentionally harm the Perlmutter's reputations.

90. Peerenboom and his agents have misrepresented the conclusion of the distorted Speckin test result to falsely implicate the Perlmutter in the alleged letter-writing campaign by falsely claiming that there has been a DNA "match" linking the Perlmutter to the alleged letter-writing campaign.

91. Peerenboom and his agents have misrepresented the distorted Speckin test result by omission and by failing to disclose the DNA test results – including the other test runs for the very same DNA sample that formed the basis of the distorted Speckin test result – that exculpate the Perlmutter.

92. Peerenboom and his agents arranged for false and/or misleading reports to be published in the mass media erroneously suggesting that the Perlmutter have been complicit in criminal conduct, including the alleged defamatory letter-writing campaign.

93. In addition to the distorted, false, and/or misleading DNA test results, Peerenboom also caused the publication of a false report that the Perlmutter made "an effort," through an intermediary, "to settle the dispute privately," first for \$20 million, and then for \$100 million, as a means of falsely implicating the Perlmutter in the alleged letter-writing campaign and to intentionally harm the Perlmutter's reputations.

94. To further facilitate the financial component of the DNA theft scheme, Peerenboom publicized, in media reports, his willingness to "let this thing slide" for \$400 million.

95. Peerenboom used the distorted, false, and/or misleading DNA test results as a pretext to expand his privacy invasions and further harass those whom he suspected of being allied with the Perlmutter, including spying on all of the Sloan's Curve residents by demanding and improperly obtaining a daily list of all the visitors to the residents at all of the condominium units at Sloan's Curve.

F. The DNA Theft Scheme was Concealed from the Perlmutter and from the Court

96. To effectuate the DNA theft scheme without interference, Peerenboom and his agents persistently misled the Court and the Perlmutter.

97. Conspirators had a duty to inform the Perlmutter that their DNA was collected for the purposes of testing it and disclosing the results.

98. Conspirators performed DNA analysis on the genetic samples that were secretly collected during the Perlmutter's depositions.

99. Conspirators received records, results, and/or findings of DNA analyses that were performed on the genetic samples that were secretly collected during the Perlmutter's depositions.

100. In approximately March 2013, Peerenboom joined the Perlmutter's request for the entry of an agreed order prohibiting any party "from disseminating any information revealed" during Mr. Perlmutter's deposition. However, Peerenboom did not disclose to the Court or to the Perlmutter that he had already taken biological evidence from Mr. Perlmutter with the intent to have it tested.

101. In October 2013, Peerenboom filed a Complaint for Pure Bill of Discovery in which he asked the Court to compel the Perlmutter to provide DNA samples for testing. However, Peerenboom did not disclose to the Court or to the Perlmutter that he had already collected and tested the Perlmutter's DNA.

102. In February 2014, Peerenboom (through his counsel) represented to the Court that he was acting as “a private party, not a law enforcement officer,” and did not seek “to aid in the discovery and prosecution of potential criminal charges,” in response to the Perlmutter’s concerns that Peerenboom sought “to secure evidence,” including DNA evidence, “that the government would not otherwise have probable cause to obtain.”

103. However, Peerenboom did not disclose to the Court or to the Perlmutter that, by April 2013 at the latest, he was corresponding (through counsel) with law enforcement officials to provide them with DNA evidence. Peerenboom’s counsel (on Peerenboom’s behalf) stated that they “look forward to continuing, and augmenting, Mr. Peerenboom’s assistance with law enforcement,” “in [their] capacity” as Peerenboom’s representatives in this “civil lawsuit.”

104. Nor did Peerenboom disclose that (through counsel) he had been providing evidence collected in the context of this civil action directly to prosecutors in an effort to convince them to initiate criminal proceedings against the Perlmutter.

105. By April 2013 at the latest, Peerenboom was aware of Florida law regarding “[g]enetic testing; informed consent; confidentiality; penalties; [and] notice,” which provides, in pertinent part, as follows:

(1) As used in this section, the term “DNA analysis” means the medical and biological examination and analysis of a person to identify the presence and composition of genes in that person’s body. The term includes DNA typing and genetic testing.

(2)(a) Except for purposes of criminal prosecution, except for purposes of determining paternity as provided in s. 409.256 or s. 742.12(1), and except for purposes of acquiring specimens as provided in s. 943.325, DNA analysis may be performed only with the informed consent of the person to be tested, and the results of such DNA analysis, whether held by a public or private entity, are the exclusive property of the person tested, are confidential, and may not be disclosed without the consent of the person tested. Such information held by a public entity is exempt from the provisions of s. 119.07(1) and s. 24(a), Art. I of the State Constitution.

(b) A person who violates paragraph (a) is guilty of a misdemeanor of the first degree, punishable as provided in s. 775.082 or s. 775.083.

(3) A person who performs DNA analysis or receives records, results, or findings of DNA analysis must provide the person tested with notice that the analysis was performed or that the information was received. . . .

Fla. Stat. § 760.40.

106. Peerenboom has testified that he believes Florida Statute § 760.40 is “a silly law.”

107. Accordingly, even after Peerenboom was expressly advised of the existence of Florida Statute § 760.40, he continued the DNA theft scheme. In addition to conducting further unauthorized tests of the Perlmutter’s genetic material, and in addition to making further unauthorized disclosures of the results, Peerenboom expanded the DNA theft scheme to invade the privacy and legal rights of numerous other members of the community whom Peerenboom speculated might be allied with the Perlmutter’s.

108. Peerenboom failed to notify the Perlmutter’s about the DNA theft scheme after he became aware of Florida Statute § 760.40.

109. Peerenboom first suggested that the Perlmutter’s were subject to his DNA theft scheme in June 2014, more than a year after the Perlmutter’s DNA was secretly collected during their depositions, and more than a year after Peerenboom became aware of Florida Statute § 760.40.

110. In his June 2014 correspondence, Peerenboom failed to provide adequate notice; he merely stated that the Perlmutter’s genetic material “may be among DNA samples tested by a DNA lab.”

111. In his June 2014 correspondence, Peerenboom misrepresented that the DNA analysis was conducted for purposes of criminal prosecution. No criminal prosecution has been initiated against the Perlmutter’s.

112. In subsequent correspondence, Peerenboom refused to assist the Perlmutter’s efforts to protect their genetic information and prevent further unauthorized disclosures, and

instead stated that he would provide no further information except in the context of formal discovery proceedings, and that his answers would be “subject of course to all applicable grounds for objection”

113. Peerenboom continues to offer false, incomplete, and/or misleading sworn testimony to this Court in an effort to conceal details concerning the DNA theft scheme, exacerbating the Perlmutter's damages.

COUNT I
CONVERSION
(as to Peerenboom, Douberley, Chubb, and Speckin)

114. The Perlmutter's incorporate by reference the allegations set forth in paragraphs 1 through 113 as if fully set forth herein.

115. Conspirators had no authority to collect, analyze, and disclose the Perlmutter's genetic material.

116. The Perlmutter's have an exclusive right of possession and ownership of the genetic information encoded in their genetic material.

117. The Perlmutter's maintained the privacy and confidentiality of their genetic information prior to the execution of the DNA theft scheme.

118. By collecting, analyzing, and testing their genetic material to obtain the Perlmutter's confidential genetic information, Conspirators exercised an act of dominion and authority that deprived the Perlmutter's of their rights of ownership, possession, control, and privacy.

119. As a direct result of Conspirators' wrongful acts, the Perlmutter's suffered damages.

120. The Perlmutter's also seek punitive damages against the Conspirators as permitted by law.

COUNT II
CIVIL REMEDY FOR THEFT
(as to Peerenboom, Douberley, Chubb, and Speckin)

121. The Perlmutter incorporate by reference the allegations set forth in paragraphs 1 through 113 as if fully set forth herein.

122. The Perlmutter had rights, privileges, interests, and claims in maintaining the exclusive, ownership, control, and privacy over the genetic information encoded in their genetic material, upon which Conspirators were not privileged to infringe without consent.

123. Conspirators, with malice and felonious intent, and by means of false pretenses, misrepresentations, and material omissions, collected, analyzed, and disclosed the Perlmutter's genetic material.

124. The Perlmutter did not consent to Conspirators' collection, analysis, and disclosure of their genetic material.

125. Conspirators appropriated the Perlmutter's genetic material to their own use or the use of other persons not entitled to obtain the Perlmutter's genetic material.

126. Conspirators knew or had reasonable cause to believe that the Perlmutter's genetic material was stolen from them.

127. Conspirators initiated, organized, planned, financed, directed, managed, and/or supervised the theft of the Perlmutter's genetic material and its distribution to third parties.

128. As a direct result of Conspirators' wrongful acts, the Perlmutter suffered damages.

COUNT III
ABUSE OF PROCESS
(as to Peerenboom, Douberley, and Chubb)

129. The Perlmutter incorporate by reference the allegations set forth in paragraphs 1 through 113 as if fully set forth herein.

130. The subpoenas *duces tecum* for deposition issued to the Perlmutter were used for the improper and perverted purpose of obtaining the Perlmutter's genetic material.

131. The subpoenas *duces tecum* were used for the primary ulterior purpose of ensuring that the Perlmutter's genetic material could be collected under controlled conditions to ensure its suitability for subsequent testing.

132. There was no reasonable justification under the law to issue the subpoenas *duces tecum* other than to use the Court's authority to force the Perlmutter to appear in a controlled environment to ensure that their genetic material could be collected in a suitable manner for subsequent testing.

133. As a direct result of Conspirators' wrongful acts, the Perlmutter suffered damages.

134. The Perlmutter also seek punitive damages against Peerenboom, Douberley, and Federal as permitted by law.

COUNT IV
DEFAMATION AND DEFAMATION PER SE
(as to Peerenboom and Speckin)

135. The Perlmutter incorporate by reference the allegations set forth in paragraphs 1 through 113 as if fully set forth herein.

136. Conspirators intentionally and maliciously caused the issuance of false records, reports, and findings concerning the Perlmutter's genetic material, and false reports that the Perlmutter offered to settle this civil action for substantial sums of money, for the purpose of falsely implicating the Perlmutter in alleged criminal activity that included a purported letter-writing campaign.

137. Conspirators knowingly and intentionally published the false records, reports, and findings to be disseminated to individuals and entities, including those in the news media, who received and read them.

138. Conspirators caused these publications to be made with the knowledge that they contain false conclusions, and with the malicious intent to harm the Perlmutter and to help satisfy Peerenboom's desire to silence and retaliate against the Perlmutter.

139. The false records, reports, and findings are defamatory *per se*.

140. Conspirators caused these false statements to be published maliciously and oppressively, with actual malice, ill will and intent to defame and injure the Perlmutter. The defamatory and libelous statements were calculated to inflict injury on the Perlmutter and to help Peerenboom achieve improper leverage in connection with his efforts to impose his own will at Sloan's Curve. Thus, these defamatory and libelous statements constitute unconscionable and unjustifiable conduct.

141. As a direct result of Conspirators' wrongful acts, the Perlmutter suffered damages.

142. The Perlmutter also seek punitive damages against Peerenboom and Speckin as permitted by law.

COUNT V
INVASION OF PRIVACY – PUBLICATION OF PRIVATE FACTS
(as to Peerenboom and Speckin)

143. The Perlmutter incorporate by reference the allegations set forth in paragraphs 1 through 113 as if fully set forth herein.

144. The Perlmutter's genetic code was private, highly confidential, and protected from public disclosure under Florida law.

145. Reports concerning the Perlmutter's genetic material are not a legitimate concern to the public, whether the reports accurately represent their genetic code or intentionally misrepresent parts of their genetic code in a false and misleading light to implicate the Perlmutter in serious crimes that they did not commit.

146. The Perlmutter had a reasonable interest in maintaining the privacy and confidentiality of their genetic code, and in preventing its public disclosure.

147. Conspirators intentionally intruded on the Perlmutter's privacy when they, without the Perlmutter's knowledge or consent, and by means of false pretenses, misrepresentations, and material omissions, collected the Perlmutter's genetic material during a deposition that the Perlmutter were compelled by subpoena to attend as nonparty witnesses; subjected the Perlmutter's genetic material to unauthorized testing; misled the Court, law enforcement officials, and the Perlmutter concerning their scheme and conduct; and disseminated materially false and misleading test results intending to implicate the Perlmutter in serious crimes that they did not commit.

148. Conspirators' conduct was outrageous in character and exceeded all possible bounds of decency.

149. The Perlmutter were reasonably highly offended by the intrusion committed by Conspirators.

150. As a direct result of Conspirators' wrongful acts, the Perlmutter suffered damages.

151. The Perlmutter also seek punitive damages against Peerenboom and Speckin as permitted by law.

COUNT VI
THIRD-PARTY SPOILIATION
(as to Douberley, Chubb and Speckin)

152. The Perlmutter incorporate by reference the allegations set forth in paragraphs 1 through 113 as if fully set forth herein.

153. Conspirators knew or should have known that an object of the DNA theft scheme involved falsely implicating the Perlmutter in criminal activity, including an alleged letter-writing campaign.

154. Conspirators knew or should have known that, as a part and a consequence of the DNA theft scheme, the potential for a civil action involving the Perlmutter was likely and expected.

155. Conspirators knew or should have known that critical evidence in the expected civil action consisted of the original letters and envelopes alleged to be associated with the purported letter-writing campaign.

156. Conspirators knew or should have known that the original letters and envelopes were critical evidence because the analyses of the genetic material allegedly found on those documents and the genetic material collected from the Perlmutter would be wrongfully manipulated in an effort to falsely implicate the Perlmutter in the alleged letter-writing campaign.

157. Conspirators had a duty to preserve evidence – including the original letters and envelopes – which is relevant to the civil action based on their statutory, administrative, and/or professional obligations, as well as the special circumstances presented in this case as a whole.

158. Conspirators destroyed, lost, and/or contaminated evidence – including the original letters and envelopes – that is relevant to the civil action.

159. Conspirators' destruction of evidence – including the original letters and envelopes – significantly impaired the Perlmutter's ability to defend themselves in the civil action.

160. As a direct result of Conspirators' wrongful acts, the Perlmutter suffered damages.

COUNT VII
CIVIL CONSPIRACY
(as to Peerenboom, Douberley, Chubb and Speckin)

161. The Perlmutter incorporate by reference the allegations set forth in paragraphs 1 through 113 as if fully set forth herein.

162. As part of the wrongful acts described above, each of the Conspirators and other, unnamed co-conspirators, knowingly, falsely, and intentionally agreed to participate in an

overarching conspiracy to harm the Perlmutter, and each carried out one or more overt acts, as described herein.

163. Accordingly, each of the Conspirators is liable and culpable for the unlawful and tortious conduct of each other co-conspirator carried out in furtherance of the conspiracy, each act being reasonably foreseeable by each other co-conspirator.

164. In participating in furtherance of the conspiracy, Conspirators inflicted direct actual damages on the Perlmutter.

165. The Perlmutter also seek punitive damages against the Conspirators as permitted by law.

DEMAND FOR JURY TRIAL

166. Defendants/Counter-Plaintiffs Isaac Perlmutter and Laura Perlmutter demand a trial by jury on all issues so triable under Florida law.

PRAYER FOR RELIEF

WHEREFORE, Defendants/Counter-Plaintiffs Isaac Perlmutter and Laura Perlmutter demand the entry of a final judgment in their favor against Counterclaim Defendants Harold Peerenboom; William Douberley, Chubb & Son, a division of Federal Insurance Company; and Speckin Forensics, LLC, d/b/a Speckin Forensic Laboratories, jointly and severally, in an amount to be determined at trial, consisting of compensatory damages, treble damages, pre-judgment and post-judgment interest, attorney's fees and costs, as well as such further relief as this Court deems just and proper. Defendants/Counter-Plaintiffs Isaac Perlmutter and Laura Perlmutter further seek punitive damages on Count I, III, IV, V and VI in an amount to be determined at trial. Defendants/Counter-Plaintiffs Isaac Perlmutter and Laura Perlmutter reserve the right to seek leave to amend this counterclaim to add a claim for punitive damages as necessary and appropriate.

Dated: _____, 2021

Respectfully submitted,

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I certify that the foregoing document was served via the Florida Courts E-Filing Portal on the _____ day of _____, 2021, on the following:

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By: /s/ Jared Lopez

Jared Lopez, Esq.

EXHIBIT 1

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IN THE CIRCUIT COURT OF THE
FIFTEENTH JUDICIAL CIRCUIT
IN AND FOR PALM BEACH COUNTY, FLORIDA

CASE NO. 50 2013 CA 015257 XXXX MB AI

HAROLD PEERENBOOM,

Plaintiff,

vs.

ISAAC ("IKE") PERLMUTTER, LAURA
PERLMUTTER, JOHN/JANE DOES 1 to 10

Defendants.

CORRECTED TRANSCRIPT

VIDEO DEPOSITION OF WILLIAM M. DOUBERLEY, ESQUIRE

August 26, 2015
1:03 P.M. TO 3:00 P.M.

Black, Srebnick, Kornspan & Stumpf, P.A.
201 South Biscayne Boulevard, Suite 1300
Miami, Florida 33131

Reported By:
CHERYL L. WILSON, Court Reporter
Notary Public, State of Florida



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BY MR. MINSKER

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1 A. It's not exactly a notice of appearance. It's
2 a court mandated, Supreme Court mandated disclosure of
3 my status as staff counsel.

4 **Q. All right. And I'm glad you brought that up.**
5 **What does that really mean? What is the purpose of**
6 **putting it like that?**

7 A. Staff counsel?

8 **Q. Yes.**

9 A. I'm an employee of the insurance company. We
10 have been under attack for decades for unauthorized
11 practice of law, being controlled by insurance
12 companies. Some states don't permit it because of that.

13 When the issue came up for the last time, the
14 Florida Bar undertook it and developed a set of rules
15 adopted by the Supreme Court, by the Florida Bar and
16 then the Supreme Court, that authorized attorneys to
17 represent insureds of the attorney's employers as
18 independent counsel. Among the rules is this disclosure
19 of my status as staff counsel.

20 **Q. All right. And I apologize for my lack of**
21 **knowledge of this. But does that mean that you're**
22 **representing both the insurance company, Chubb, and Mr.**
23 **Peerenboom in the case?**

24 A. No. No, we do not represent the insurance
25 company.



1 MR. MINSKER: Hold on, hold on, hold on. If
2 you rephrase the question you get the same
3 testimony. The word plan implies that he's
4 testifying he's going to answer concerning
5 strategy. You can just ask what was done.

6 MR. BLACK: No, I want to know was it the plan
7 with Michael Sinke that -- or let me do this --

8 MR. MINSKER: That's a different question.
9 That's fine.

10 BY MR. BLACK:

11 **Q. Was it the plan with Michael Sinke that you**
12 **would have the Perlmutter's handle these documents, give**
13 **them to him in some way and then he would take them back**
14 **to Michigan to be tested?**

15 MR. MINSKER: You can answer that.

16 THE WITNESS: Just take out the give them, but
17 yes, he would collect them and he would do whatever
18 he was going to do.

19 BY MR. BLACK:

20 **Q. Right. That's why they are not marked,**
21 **correct?**

22 MR. MINSKER: Object to the form. Hold on.

23 You can ask what he discussed about marking
24 the exhibits with Mr. Sinke or not marking.

25 BY MR. BLACK:



1 (Defendant's No. 14, Subpoena Duces Tecum with
2 Deposition for Isaac Perlmutter, was marked
3 for Identification.)

4 (Defendant's No. 16, Cross-Notice and Notice
5 of Taking Deposition Duces Tecum, was marked
6 for Identification.)

7 BY MR. BLACK:

8 Q. All right. Let me show you Defendant's
9 Exhibits 14 and 16. Number 14 appears to be a subpoena
10 duces tecum issued to Isaac Perlmutter. Was that issued
11 by you?

12 A. Yes.

13 Q. And this was directed to Mr. Perlmutter; is
14 that correct?

15 A. Yes.

16 Q. And you issued that as part of your
17 representation of Mr. Peerenboom?

18 A. Yes.

19 Q. And the Florida Rules of Civil Procedure gave
20 you the power to issue this subpoena?

21 A. Yes.

22 Q. And gave you the power to take depositions of
23 witnesses?

24 A. Yes.

25 Q. It says that Mr. Perlmutter was commanded to



1 **that his DNA was taken and was being analyzed?**

2 MR. MINSKER: Object to the form.

3 THE WITNESS: I don't know that I learned it
4 was analyzed. I really don't. But no.

5 BY MR. BLACK:

6 **Q. Well, you did learn it, didn't you?**

7 A. But no. Why would he worry about it?

8 **Q. I'm not asking whether he's worried about it.**

9 **I'm asking you if you --**

10 A. Why would I --

11 **Q. Stop -- if you think you had an obligation to**
12 **tell a fellow member of the Bar that his DNA was taken**
13 **and was being tested or was tested?**

14 A. No.

15 MR. MINSKER: Object to the form. He's
16 testified five times he didn't know --

17 THE WITNESS: No. The answer's no.

18 MR. MINSKER: -- that his DNA was being taken.

19 You're asking the same thing based on a fact
20 that's not in evidence and contrary to what he's
21 testified to.

22 Sorry if that was so quick. I wanted to get
23 it out.

24 (Defendant's No. 121-g, Rule 4-8.4 Misconduct,
25 was marked for Identification.)



1 BY MR. BLACK:

2 Q. Let me show you what we've marked as
3 Defendant's Exhibit 121-g. And I wanted to ask you
4 questions about Sub C and Sub D of this rule so why
5 don't you take a moment to take a look at it.

6 A. C and?

7 Q. D.

8 A. Okay.

9 Q. All right. In Subsection C, it prohibits a
10 lawyer from being involved in conduct involving
11 dishonesty, fraud, deceit or misrepresentation, except
12 you can advise undercover agents and police agencies to
13 be able to do that.

14 Now, was this an undercover operation at this
15 deposition?

16 MR. MINSKER: Object to the form.

17 THE WITNESS: It was covert.

18 BY MR. BLACK:

19 Q. All right. Did this involve dishonesty?

20 A. No.

21 Q. Fraud?

22 A. No.

23 Q. Deceit?

24 A. No.

25 Q. Misrepresentation?



1 Q. You certainly --

2 A. I said I doubt it.

3 Q. You certainly didn't, correct?

4 A. No, because I didn't analyze it.

5 Q. Not only that, but you made sure that they
6 weren't asked for their consent; isn't that correct?

7 MR. MINSKER: Object to the form.

8 THE WITNESS: It had nothing to do with the
9 analysis. If these people thought that they had to
10 get permission from him to analyze and make use of
11 the results, then that's up to them, not me.

12 BY MR. BLACK:

13 Q. You knew that this DNA was being collected in
14 order to be analyzed?

15 A. By others, correct.

16 Q. Yes. You knew that, correct?

17 A. I assumed it would happen, yes.

18 Q. And you assisted in doing that?

19 A. I provided an opportunity for the DNA to be
20 collected.

21 Q. So don't you believe that you assisted in
22 having the testing of the Perlmutter's DNA done?

23 A. No more than showing them where his garbage
24 can was.

25 Q. Well, let's say then even if it was just



1 **showing them where the garbage can was, don't you think**
2 **that is assisting people in testing Mr. and Mrs.**

3 **Perlmutter's DNA?**

4 MR. KROLL: Hold on a second. I need a moment
5 to confer with him.

6 THE WITNESS: Well, let me just -- if you're
7 accusing me of a crime, I'm not answering the
8 question.

9 BY MR. BLACK:

10 **Q. Why?**

11 A. I think I have a 5th Amendment privilege.

12 **Q. Are you invoking your 5th Amendment privilege?**

13 A. I am.

14 MR. BLACK: All right. That's all I have.

15 MR. MINSKER: Let me take a few minute break.
16 I need to go to the restroom.

17 MR. BLACK: Oh, yeah. Sure, of course.

18 MR. MINSKER: I have one or two questions.

19 MR. BLACK: I'm surprised you waited this
20 long.

21 MR. MINSKER: I usually don't make it two
22 hours.

23 MR. BLACK: Yeah, neither do I.

24 THE REPORTER: We're off the record.

25 (The video deposition was recessed from



EXHIBIT 2

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IN THE CIRCUIT COURT OF THE 15TH
JUDICIAL CIRCUIT IN AND FOR
PALM BEACH COUNTY, FLORIDA

CASE NO. 50-2013 CA 01525XXXXMB AI

HAROLD PEERENBOOM,

Plaintiff,

vs.

ISAAC (IKE) PERLMUTTER,
LAURA PERLMUTTER, JOHN/JANE DOES
1 to 10,

Defendants.

VIDEO DEPOSITION OF MICHAEL SINKE

April 2nd, 2015
10:00 a.m. to 1:00 p.m.

201 South Biscayne Boulevard
Miami, Florida 33131

REPORTED BY:
JENNIFER MCCAUSLAND, CERTIFIED STENOGRAPHER
NOTARY PUBLIC, STATE OF FLORIDA



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Nancy Peterson
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by Mr. Black

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NO.	DESCRIPTION	PAGE
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*no exhibits were marked to this deposition;
however, various exhibits were referred to that were
previously marked and are attached to this
transcript.

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1 them to individuals at the deposition to examine.

2 **Q And who gave you the information for preparing**
3 **the document or documents?**

4 A I prepared it on my own.

5 **Q From what?**

6 A Some of the letters had certain words in them.
7 I don't know what the words mean.

8 What I did was prepare the document with the
9 word, and that was then presented to individuals at the
10 deposition who examined it to see if they knew what the
11 words meant.

12 **Q All right. I assume that you are talking**
13 **about either Hebrew or Yiddish words?**

14 A Probably, yes. I am not familiar with the
15 language, so.

16 **Q Did anyone suggest to you that you ought to**
17 **prepare this document with the Hebrew or Yiddish words**
18 **on it?**

19 A I don't recall that. I think I did it on my
20 own.

21 I don't recall that at all.

22 **Q What other preparations were made other than**
23 **preparing that document?**

24 A No other preparations.

25 **Q All right. What about -- Did you have**



1 Q And is this the first time -- That morning of
2 the 27th, is that the first time that you met with Mr.
3 Douberly?

4 A That's correct.

5 Q Had you spoken to him before?

6 A No.

7 Q Did he -- Prior to you speaking to him, did he
8 know about the plan for the collecting of evidence at
9 the deposition?

10 A I don't know what he knew ahead of time.

11 Q All right. Now, tell us about your
12 conversation that morning of February 27th with Mr.
13 Douberly?

14 A Basically, I asked him to, at some point in
15 time, to show these documents to people at the
16 deposition.

17 And then, I instructed him to only handle them
18 by the very top corners; and when he gets them back, to
19 handle them gingerly; and when the deposition was done I
20 would put them back in the plastic sheet protectors.

21 Q And what did he say about that?

22 A He said, fine.

23 Q Did you tell him this was for collecting
24 evidence?

25 A Yes. I am sure I did.



1 **Q And did you tell him that you were collecting**
2 **both fingerprint and DNA evidence?**

3 A I am sure I did, yes.

4 **Q And what did he say about that?**

5 A I don't recall. He said, okay, fine.

6 **Q So he made no objection to this?**

7 A I don't recall an objection.

8 **Q He agreed to do it?**

9 A Yes.

10 **Q Was there any other discussions between the**
11 **two of you as to how this would actually occur during**
12 **the deposition?**

13 A No, other than my initial instructions to hand
14 the documents to the people at the deposition by the top
15 corners; get them back by not handling them himself; and
16 after the deposition I would put them in clean plastic
17 sheet protectors.

18 **Q Now, normally at depositions all of the**
19 **documents that are shown to a witness are marked as**
20 **exhibits.**

21 **Was there any discussion about not marking**
22 **these as exhibits so you could keep the original**
23 **document?**

24 A I would imagine there would have been.

25 I think what we did is had copies marked, but



1 I don't recall specifically.

2 Q There was also a second lawyer at these
3 depositions, Sherry Schwartz, did you talk to her, as
4 well?

5 A No. I remember someone else being there, a
6 female, but I don't recall talking to her.

7 Q Was she there at the time you met with Mr.
8 Douberly about handling the exhibits?

9 A No.

10 Q The first time you saw her was at the actual
11 deposition?

12 A Yes. And I don't recall her very well. I
13 don't recall if that is her name or not, but there was
14 someone else there.

15 Q All right. Let me show you Exhibit 14.

16 Well let's do 14 and 16.

17 All right. Mr. Sinke, Defendant's Exhibit 14
18 is a subpoena duces tecum that was issued to Isaac
19 Perlmutter by Mr. Douberly.

20 If you take a look at the second page, you can
21 see Mr. Douberly's signature.

22 Were you aware at the time of the deposition
23 that Mr. Perlmutter was served a subpoena and had to
24 appear by Court Order at this deposition?

25 A I did not have knowledge that he was served



1 A Yes, I do.

2 Q Was she present at the deposition, to the best
3 of your recollection?

4 A I think she was, yes. But I had no
5 conversation with her.

6 Q Okay. And then the next one after that is Mr.
7 Douberly.

8 You recall, of course, that he was there?

9 A Yes. Yes, sir.

10 Q Then it says after that, also present, and it
11 mentions Isaac Perlmutter, William Mattheson and Harold
12 Peerenboom.

13 Do you see that?

14 A Yes, sir.

15 Q Do you remember them being present?

16 A I remember Isaac Perlmutter and Harold
17 Peerenboom and William Mattheson.

18 I remember another individual there, but I
19 don't recall if it was him or not.

20 Q All right. Now, you were present during the
21 deposition, were you not?

22 A Yes.

23 Q All right. Could you explain why your name is
24 not there as being also present?

25 A I don't know.



1 **Q Was there any effort made to not have your**
2 **name put on the record?**

3 A I have no idea. No, not on my part. I was
4 introduced at the deposition.

5 **Q And how were you introduced at the deposition?**

6 A I was introduced as a forensic expert there to
7 observe.

8 **Q Was it explained that you were there to**
9 **collect evidence?**

10 A No.

11 **Q Obviously, that was deliberately not done?**

12 MS. GLASSER: Object to form.

13 THE WITNESS: I don't know if it was
14 deliberately not done or not.

15 BY MR. BLACK:

16 **Q Was this supposed to be done surreptitiously**
17 **or were you supposed to tell the people that you were**
18 **obtaining their biological evidence?**

19 MR. MINSKER: Form.

20 THE WITNESS: I think it was to be done
21 surreptitiously.

22 BY MR. BLACK:

23 **Q All right. Now, I would like you to turn to**
24 **the last page of the exhibit, and the page in the upper**
25 **left hand corner, which is designated 49.**



1 In that page, it shows that Mr. Douberly says;
2 and let me show you some of them that I have extracted
3 from at least one letter.

4 Is that referring to the -- Sorry. Let's
5 start looking at line 10 on page 49.

6 A Okay.

7 Q Do you see the last sentence of that question
8 that says; and let me show you some of them that I have
9 extracted from at least one letter.

10 Is he, there, talking about the document that
11 you prepared?

12 A Yes.

13 Q And did he hand that to Laura Perlmutter?

14 A I don't know.

15 Q Well, that was the whole purpose was to get
16 her to handle that document, wasn't it?

17 A I don't recall if they were handed to her or
18 not. I know they were handed to Mr. Perlmutter, but I
19 don't recall whether Mrs. Perlmutter handled them or not
20 at this time.

21 Q Okay. Either during the deposition or at the
22 end of Mrs. Perlmutter's deposition, did you take
23 custody of the document?

24 A Yes, I did, at the end of all of the
25 depositions. I think there were two of them.



1 A Yes, sir.

2 Q And again, on that first page do you see that
3 Larry Mesches is there as an attorney?

4 A Yes.

5 Q Sherry Schwartz?

6 A Yes.

7 Q And William Douberly?

8 A Yes, sir.

9 Q I would ask you to turn to page two. On the
10 top of the page where it has page 77, do you see where
11 it appears that Mr. Douberly is, again, talking about
12 these Hebrew and Yiddish words?

13 A Yes. About half way down on that page I see
14 Hebrew and Yiddish, yes.

15 Q Do you see right after that there is a
16 question at line 23; so maybe you can help us. These are
17 separate. I have individual -- And then it goes dash,
18 dash.

19 Is that when Mr. Douberly handed the document
20 to Mr. Perlmutter?

21 A Yes. Probably.

22 Q Could you tell us how you collected that
23 document?

24 A They would have been collected in the same
25 manner. They were left on the table. And I, wearing



1 protective gloves, picked them up and put them in
2 individual plastic sheet protectors.

3 **Q All right. Was there other evidence collected**
4 **by you during the course of these two depositions?**

5 A Yes.

6 **Q Could you please explain that to us?**

7 A Yes. During the deposition Mr. and Mrs.
8 Perlmutter, as well as I believe their attorney, I think
9 it was Larry Mesches, had drank from water bottles,
10 plastic water bottles, and I collected the water bottle
11 used by Mrs. Perlmutter, the water bottle used by Larry
12 Mesches and the bottle cap that was taken off by Mr.
13 Perlmutter.

14 **Q And how did you -- Could you tell us how you**
15 **collected them and how you preserved them?**

16 A I collected them by putting on a clean pair of
17 protective gloves, and placed them in individual brown
18 paper bags and sealed them.

19 **Q After the deponents in the deposition left,**
20 **did you have any further conversations with Mr.**
21 **Douberly, the lawyer?**

22 A I don't recall, specifically.

23 **Q Did you talk to Mr. Peerenboom afterwards?**

24 A No.

25 **Q Did you make a report to anyone afterwards, an**



1 A That's correct.

2 Q All right. So there is a letter and a
3 envelope that I believe, if we could take a look at it,
4 probably on Exhibit 10 that you have it on your written
5 report, there was a particular letter.

6 I think your number was Q19-a, and it
7 subsequently became R5 when it was renamed by GenQuest.

8 I am not sure if you are familiar with the
9 renaming of this evidence.

10 There was a letter and envelope that you
11 sprayed with ninhydrin.

12 Do you recall that particular document and
13 what you did with it?

14 A Do you have a specific page on the notes?

15 Q Yes, I do.

16 A I'm looking for it now.

17 Q I did not put it down here, but I will look
18 for it, also.

19 It is Q19.

20 A On page seven -- Excuse me, sir. At page
21 seven on the top, I have a Q19-a. I think that would be
22 the contents of envelope Q19.

23 I don't know if you are referring to the
24 envelope, sir, or the contents of the envelope.

25 Q As I recall, I think you sprayed all of the



1 **paper for fingerprints, but let me look for it.**

2 **If you would go two-thirds of the way down on**
3 **page nine, I think it mentions spraying the pages.**

4 A They were sprayed prior to that. It says,
5 humidity applied to the fronts of Q11 through Q20 that
6 were sprayed with ninhydrin.

7 They were sprayed prior to this. I believe I
8 can give you a specific time and date.

9 **Q Okay.**

10 A I received that evidence on 2-25 of 2013.

11 **Q I will tell you what we will do, why don't we**
12 **do it methodically.**

13 A I am sorry. I am sorry. According to my
14 notes on page six, Q11-a through Q20-a, those would be
15 the contents of the envelopes. They were sprayed with
16 ninhydrin spray; and then humidified and examined.

17 And Q19-a had no latent prints but fairly good
18 reaction to the areas on the front and back.

19 **Q All right. And if you take a look at the**
20 **bottom of page six, you put down that the best sample**
21 **for potential DNA was Q19-a.**

22 A Yes, that was my opinion at the time.

23 **Q All right. And did you communicate that to**
24 **Julie Howenstine?**

25 A Yes. At the top of page seven, I conferred



1 with Dr. Howenstine on doing possible DNA analysis on
2 Q19-a, which is the content letter of envelope Q19.

3 **Q Are you aware that she, then, made seven**
4 **cuttings of Q19-a to use with DNA analysis?**

5 A I have no idea.

6 **Q Do you know that she cut out the areas that**
7 **you had found possible ridges on with the ninhydrin and**
8 **used that to determine which evidence she was going to**
9 **search for DNA?**

10 A I don't know which method she used.

11 **Q Okay. Let me just, since we are on the**
12 **letter, go through all of the fingerprint latents that**
13 **you did.**

14 On page two, if would you take a look, half
15 way done the page it says, exam task.

16 Can you tell us what was going on there?

17 A The first batch of documents that were
18 received, I started my examination of processing for
19 latent prints.

20 **Q And it says that you did not do anything with**
21 **Q1 through Q5.**

22 **Why was that?**

23 A Q1 through Q5, according to my notes on page
24 one, were opened letters, so they would have been
25 handled by individuals, so they would not have been



EXHIBIT 3

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Personal Liability Coverage

This part of your Masterpiece Policy provides you with personal liability coverage for which you or a family member may be legally responsible anywhere in the world unless stated otherwise or an exclusion applies.

Payment for a Loss

Amount of coverage

The amount of coverage for liability is shown in Your Coverage and Premium Summary. We will pay on your behalf up to that amount for covered damages from any one occurrence, regardless of how many claims, homes, vehicles, watercraft or people are involved in the occurrence.

Any costs we pay for legal expenses (see **Defence Coverages**) are in addition to the amount of coverage.

Personal Liability Coverage

We cover damages a covered person is legally obligated to pay for personal injury or property damage which take place anytime during the policy period and are caused by an occurrence, unless stated otherwise or an exclusion applies. Exclusions to this coverage are described in **Exclusions**.

A "covered person" means:

- you or a family member;
- any person using a vehicle or watercraft covered under this part of your Masterpiece Policy with permission from you or a family member with respect to their legal responsibility arising out of its use;
- any person or organization with respect to their legal responsibility for covered acts or omissions of you or a family member; or
- any combination of the above.

"Damages" means the sum that is paid or is payable to satisfy a claim settled by us or resolved by judicial procedure or by a compromise we agree to in writing.

"Personal injury" means the following injuries, and resulting death:

- bodily injury;
- shock, mental anguish, or mental injury;
- false arrest, false imprisonment, or wrongful detention;
- wrongful entry or eviction;
- malicious prosecution or humiliation; and
- libel, slander, defamation of character, or invasion of privacy.

"Bodily injury" means physical bodily harm, including sickness or disease that results from it, and required care, loss of services and resulting death.

"Property damage" means physical injury to or destruction of tangible property, and the resulting loss of its use. Tangible property includes the cost of recreating or replacing stocks, bonds, deeds, mortgages, bank deposits, and similar instruments, but does not include the value represented by such instruments.

"Registered vehicle" means any motorized land vehicle not described in "unregistered vehicle".

"Unregistered vehicle" means:

- any motorized land vehicle not designed for or required to be registered for use on public roads;
- any motorized land vehicle which is in dead storage at your residence;

Personal Liability Coverage

- any motorized land vehicle used solely on and to service a residence premises shown in Your Coverage and Premium Summary;
 - any motorized land vehicle used to assist the disabled that is not designed for or required to be registered for use on public roads; or
 - golf carts.
- unless your residence employee was actually performing duties for you when the accident happened;
 - for any hernia injury;
 - for injury or death caused by war, invasion, act of a foreign enemy, declared war or undeclared hostilities, civil war, rebellion, revolution, insurrection or military power.

“Residence employee or domestic worker” means an employee of any insured who performs duties in connection with the maintenance or use of a residence shown in Your Coverage and Premium Summary, including household or domestic services, or who performs duties elsewhere of a similar nature not in connection with the business of any insured.

“Weekly indemnity” means two thirds of your employees weekly wage at the date of the accident, but, we will not pay more than \$200 per week.

Voluntary Compensation for Residence Employees

We offer to pay the benefits described below if your residence employee is injured or dies accidentally while working for you, even though you are not legally liable. If your residence employee does not accept these benefits or sues you, we may withdraw our offer, but this will not affect your legal liability insurance. A residence employee who accepts these benefits must sign a release giving up any right to sue you. We have the right to recover from anyone, other than you, who is responsible for the residence employee’s injury or death.

An injured residence employee will, if requested:

- submit to a physical examination at our expense by doctors we select as often as we may reasonably require;
- authorize us to claim medical and other records.

In case of death, we can require an autopsy before we make payment.

We will not pay benefits:

Schedule of benefits

Loss of life

If your residence employee dies from injuries received in the accident within the following 26 weeks, we will pay:

- to those wholly dependent upon him, a total of one hundred times the weekly indemnity in addition to any benefit for Temporary Total Disability paid up to the date of death;
- actual funeral expenses up to \$500.

Temporary Total Disability

If your residence employee temporarily becomes totally disabled from injuries in the accident within the following 14 days and cannot work at any job, we will pay weekly indemnity up to 26 weeks while such disability continues. We will not pay for the first seven days unless the disability lasts for six weeks or more.

Permanent Total Disability

If your residence employee becomes permanently and totally disabled from injuries received in the accident within the following 26 weeks and cannot work at any job, we will pay weekly indemnity for 100 weeks in addition to benefits provided under Temporary Total Disability.

Injury Benefits

If, as a result of the accident, your residence employee suffers the loss of, or permanent loss of use of any of the following within 26 weeks of the accident, we will pay weekly indemnity

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Personal Liability Coverage

for the number of weeks shown. These benefits will be paid in addition to Temporary Total Disability but no others and for not more than 100 times the weekly indemnity..

Injury Benefits Schedule

	<i>No. of Weeks</i>
1. Arm	
(a) at or above elbow or	100
(b) below elbow or	80
2. Hand at wrist or	80
3. *i. Thumb	
(a) at or above the second phalangeal joint or	25
(b) below the second phalangeal joint, involving a portion of the second phalange	18
*ii. Index finger	
(a) at or above the second phalangeal joint or	25
(b) at or above the third phalangeal joint or	18
(c) below the third phalangeal joint, involving a portion of the third phalange	12
*iii. Any other finger	
(a) at or above the second phalangeal joint or	15
(b) at or above the third phalangeal joint or	8
(c) below the third phalangeal joint, involving a portion of the third phalange	5
4. Leg	
(a) at or above the knee or	100
(b) below knee or	75
5. Foot at ankle or	75
6. **i. Great toe	
(a) at or above the second phalangeal joint or	15
(b) below the second phalangeal joint involving a portion of the second phalange	8

**ii. Any other toe	
(a) at or above the second phalangeal joint or	10
(b) at or above the third phalangeal joint or	5
(c) below the third phalangeal joint, involving a portion of the third phalange	3
7. i. One eye or	50
ii. Both eyes	100
8. i. Hearing of one ear or	25
ii. Hearing of both ears	100

Note: For a combination of two or more items marked *, we will not pay more than 80 times the weekly indemnity.

For a combination of two or more items marked **, we will not pay more than 35 times the weekly indemnity.

Defence Coverages

We will defend a covered person against any suit seeking covered damages for personal injury or property damage. We provide this defence at our own expense, with counsel of our choice, even if the suit is groundless, false, or fraudulent. We may investigate, negotiate, and settle any such claim or suit at our discretion.

As part of our investigation, defence, negotiation, or settlement we will pay:

- all premiums on appeal bonds required in any suit we defend;
- all premiums on bonds to release attachments for any amount up to the amount of coverage (but we are not obligated to apply for or furnish any bond);
- all expenses incurred by us;
- all costs taxed against a covered person;
- all interest accruing after a judgement is entered in a suit we defend on only that

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EXHIBIT 4

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IN THE CIRCUIT COURT OF THE FIFTEENTH JUDICIAL
CIRCUIT IN AND FOR PALM BEACH COUNTY, FLORIDA
CASE NO. 502013CA015257XXXXAI
CASE NO. 502015CA001012XXXXAI

HAROLD PEERENBOOM, : Videotaped
: DEPOSITION OF:
Plaintiff, :
ELIZABETH DALY
v. :
ISAAC ("IKE") PERLMUTTER, :
LAURA PERLMUTTER, :
JOHN/JANE DOES 1 to 10, :
Defendants. :
ISAAC ("IKE") PERLMUTTER, :
et al :
Counter Plaintiffs, :
v. :
HAROLD PEERENBOOM, et al, :
Counter Defendants. :
_____ :

TRANSCRIPT of testimony as taken by and before
MELISSA A. MORMILE, a Certified Realtime Shorthand
Reporter and Notary Public of the States of New Jersey
and New York, License No. 30X100223800, at the offices
of JACKSON LEWIS, 220 Headquarters Plaza, Morristown,
New Jersey, on Thursday, April 4, 2019, commencing at
10:05 in the morning.

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25

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I N D E X

PAGE

WITNESS NAME: ELIZABETH DALY

EXAMINATION BY MR. LOPEZ 5, 108
EXAMINATION BY MR. BACHI 106

E X H I B I T S

NUMBER	DESCRIPTION	PAGE
1	Re-Notice of Taking Digital/Video Deposition and Attachments	7
2	Email and Attachment MCGUINESS 0471 - 477	89

(EXHIBITS retained by COURT REPORTER.)

1 2015. The companies integrated starting January of
2 2016, and the operations are, from my understanding,
3 fully integrated at this point.

4 Q. And is there any one sector of
5 insurance that Chubb is dedicated to providing
6 coverage for?

7 A. No. It's a multitude of lines of
8 insurance that they provide coverage for.

9 Q. Now, in 2011 to 2015, Chubb was
10 not associated with Ace in any way; correct?

11 A. The acquisition was announced on
12 July 1, 2015. So from '11 to January -- July 1st of
13 2015, the answer would be no, they were not
14 affiliated with Ace in any way. From 07/01/2015
15 onward, yes.

16 Q. If you can remember approximately
17 2011/2012, did Federal have a parent company in any
18 way or was it a stand-alone entity, if you know?

19 A. I don't know.

20 Q. What is a house counsel?

21 A. So a house counsel operation
22 analogous to a staff counsel operation, which might
23 be a term that you're -- have heard, is an
24 organization that exists within an insurance company
25 made up of the insurance company's employees who

1 handle cases on behalf of the insureds of the
2 insurance company.

3 Q. And in your capacity as house
4 counsel manager, what are your duties?

5 A. I monitor inventory. I manage
6 real estate. I occasionally get involved in
7 personnel issues. I monitor our metrics to ensure
8 that we continue to be a value proposition for
9 Chubb. I manage our budget, and I work with our
10 finance and operations people. I set process
11 protocol and policy for the department.

12 Q. When you say you manage inventory,
13 what does that mean specifically?

14 A. The number of cases that our house
15 counsel offices across the country are handling. It
16 impacts staffing, obviously. To the extent their
17 inventory goes up, we are going to need more
18 lawyers, too, and support staff to cover that work.
19 So that's something that I do on a daily basis.

20 Q. Currently, how many house counsels
21 exist?

22 A. We have 17 offices in nine states.
23 We're a department of 200 people, a little bit more
24 than that now, probably 210, half lawyers, half
25 support staff. We are organized as law firms in the

1 for outside counsel as well. It's a system called
2 T360 that any lawyer who is doing business with
3 Chubb needs to access for billing purposes.

4 Q. So if I understood your testimony,
5 then the -- when a new matter is then taken by house
6 counsel, it's the claims -- claim examiner who first
7 contacts the local office or do they contact your
8 office and then you --

9 A. No. It's -- it's at the local
10 level.

11 Q. Local level?

12 A. They will be contacting the
13 managing attorney at the local level.

14 Q. Okay. Are house counsel permitted
15 to take on non-Chubb representations?

16 A. Oh, no.

17 Q. With respect to the case handling
18 policies and procedures, how they each -- house
19 counsel operates, are those procedures -- are there
20 any procedures -- strike that -- that are
21 promulgated at the Chubb level down to the
22 law firms?

23 A. No. Chubb has reporting
24 requirements that they expect of any counsel who is
25 handling the case on behalf of Chubb or one of

1 Chubb's insureds. Milestone events in the case, you
2 report in after a deposition, report in when a
3 mediation is happening, those kind of things when a
4 trial is coming up. So reporting -- reporting touch
5 points, yes, and we, obviously, comply with that.

6 Q. But is there a set of professional
7 standards that Chubb has for its house counsel or
8 rules that Chubb --

9 A. No.

10 Q. And as house counsel manager, who
11 do you report to?

12 A. I report up to a woman named
13 Megan Watt, who is the head of North America claims
14 for Chubb.

15 Q. Is she a lawyer?

16 A. Yes.

17 Q. Does Chubb have a general counsel
18 in the traditional sense of that title?

19 A. Chubb has a general counsel
20 department, yes.

21 Q. How does -- ore strike that.

22 How is it determined whether -- let
23 me go back.

24 Does Chubb also use outside counsel
25 to represent insureds in matters that are covered by

1 all circumstances.

2 Q. Okay. Fair enough.

3 Just a few more questions about the
4 organization, and I will move on.

5 When you mentioned managing real
6 estate, are the leases for the various locations of
7 house counsel paid out of -- paid through Chubb --

8 A. Yes.

9 Q. -- headquarters?

10 A. Our real estate is all part of our
11 house counsel department budget.

12 Q. Likewise, payment to attorneys, is
13 that part of house counsel budget also?

14 A. No. We don't accept -- we're not
15 a profit center because we're employees of Chubb.
16 Our time is billed up against the claims file that
17 we're working on, and we don't -- it's not a payment
18 to our law firms. It -- on the accounting side, it
19 just doesn't work that way.

20 Q. Well, from an accounting --
21 excuse me -- from an accounting perspective, how are
22 the house counsels compensated?

23 A. Salaried employees.

24 Q. Through Chubb --

25 A. Through --

1 Q. -- headquarters?

2 A. Through Chubb.

3 Q. Through Chubb?

4 A. Uh-hum.

5 Q. Are the employees W2 employees?
6 Do you know?

7 A. It's a mix. I would -- I would
8 venture to say mostly W2 employees.

9 Q. With respect to the McGuiness &
10 Cicero firm as it currently exists, do you know if
11 they are paid as W2 employees?

12 A. They are all full-time employees
13 of Chubb Insurance Company.

14 Q. But do you know if they are paid
15 W2s--

16 A. I don't know. I'm assuming so. I
17 don't know.

18 Q. Prior to McGuiness & Cicero
19 existing, you said that during the relevant time
20 period it was Douberley & Cicero?

21 A. Yes.

22 Q. Do you remember if they were
23 full-time employees of Chubb at the time?

24 A. They were.

25 Q. And do you remember whether or not

1 they were paid through W2?

2 A. I don't know, but I'm assuming so.

3 Q. And do you know if the attorneys
4 are paid at the -- well, I take it they are paid
5 directly as employees, each attorney, correct, not
6 through the firm?

7 A. Yes.

8 Q. Why is it that the house counsel
9 cannot -- as lawyers, cannot accept non-Chubb cases?

10 A. Because we're employed by Chubb
11 Insurance Company.

12 Q. Am I correct in saying that along
13 with the direct employment also come the personnel
14 responsibilities, meaning Chubb deals with and
15 provides healthcare, any benefits package, that sort
16 of thing as well to the employees?

17 A. Yes.

18 Q. During that 2011, 2012, 2013 time
19 period, Mr. Douberley was -- I take it you know who
20 William Douberley is?

21 A. I do.

22 Q. Was he the managing lawyer for the
23 Florida house counsel office at the time of Chubb?

24 A. What time -- what time frame did
25 you ask about?

1 Q. 2011 to 2013.

2 A. Yes, he was.

3 Q. And he was a direct employee of
4 Chubb at the time?

5 A. Yes.

6 Q. And he was -- who was the house
7 counsel manager at that time, if you remember?

8 A. A gentleman named Patrick Hoey.

9 Q. And Mr. Douberley was working
10 under the direct supervision of Mr. Hoey during that
11 time as house counsel?

12 MR. DEMAHY: Object to the form.

13 The term "direct supervision" is
14 subjective, but you can answer if you can.

15 THE WITNESS: Pat was the managing
16 attorney, as the -- in my role, was the house counsel
17 manager at that point. Bill, I believe, reported
18 directly into Pat at that point in time.

19 MR. DEMAHY: Can you spell, if you
20 can, Hoey for this young lady.

21 THE WITNESS: Sure. H-o-e-y.

22 BY MR. LOPEZ:

23 Q. And during the time, and when I
24 say "the time," I'm referring to 2011 to 2013,
25 Mr. Douberley could not take other clients that were

1 A. Well, the manager, when a case
2 comes in, the office has a new case, that's going to
3 be the first interface between claims and -- and the
4 particular law firm. Then the managing attorney
5 will decide among the lawyers there who is going to
6 handle a case. The case is handled -- handed off to
7 the particular lawyer and then from there, the
8 communication is generally the handling lawyer and
9 the claims examiner.

10 Q. This reporting you described to
11 the claims department, is that required within the
12 Chubb structure for the house counsel to make the
13 periodic reporting to claims?

14 A. It is.
15 Chubb has litigation guidelines that
16 they provide to any vendor who is providing legal
17 services for them, which indicates what the
18 reporting requirements are. We follow closely along
19 with that. We've had our reporting guidelines in
20 place for as long as I can remember. It's at least
21 since I have been there, since 2000, where we
22 have -- you know, a deposition occurs and X amount
23 of days later the report is due. Our -- our
24 internal guidelines actually line up with Chubb's
25 guidelines.

1 office in each particular state?

2 A. No. No.

3 Q. Does house counsel for Chubb
4 maintain a copy of those guidelines somewhere or was
5 that -- would that be with Chubb?

6 A. Well, I certainly know they exist.

7 Q. Yeah.

8 A. But because we have had our own
9 internal reporting for so many years with Chubb, as
10 I mentioned, the guidelines are not necessarily
11 imposed on house counsel because what we have
12 historically done mirrors what is essentially in the
13 litigation guidelines.

14 Q. And when you say "our own internal
15 reporting," what do you mean, just the practice of
16 reporting internally --

17 A. That's right.

18 Q. -- without regard to these
19 particular guidelines?

20 A. That's right.

21 Q. And what is the purpose of the
22 reporting from house counsel to the claims
23 department?

24 A. To keep claims apprised of what's
25 going on in the case, to -- essentially, to keep

1 them apprised of what's going on in the case so they
2 can continue to evaluate from their perspective.

3 Q. And when you say "to evaluate from
4 their perspective, to evaluate whether or not they
5 are going to pay the claim or how they are going to
6 manage the claim or all of the above?

7 A. All of the above.

8 Q. This periodic reporting, is there
9 a name for it? Is it a status update or some term
10 of art that is used to describe this report?

11 A. There are various stages in the
12 process of handling a litigation -- handling a
13 litigation that we would report depositions or one
14 of them. There's an initial case assessment, when
15 we first get the case and conduct an investigation
16 of the facts and circumstances of the case. Those
17 are the two biggest ones I can...

18 Q. Okay. And does the claims
19 department have the ability to tell house counsel --
20 well, strike that. I will come back to that later.

21 What type of approvals are necessary
22 from the claims department for house counsel to
23 obtain in connection with the litigation, if any?

24 A. I don't know that I understand
25 what you mean.

1 Q. If house --

2 MR. DEMAHY: My objection is
3 solely -- she can answer it if she knows, but she is
4 not here as a claims --

5 MR. LOPEZ: Yeah, I understand.

6 MR. DEMAHY: -- person so, you know,
7 it's beyond the scope --

8 MR. LOPEZ: Got it.

9 MR. DEMAHY: -- but if -- you can
10 give him a general, if you can.

11 BY MR. LOPEZ:

12 Q. But, for instance, if house
13 counsel wants to depose a particular witness and
14 there's a cost involved in doing that, does house
15 counsel have to get approval from the claims
16 department before it can undertake that deposition?

17 A. There is no mandate that that be
18 done, but just as outside counsel would, activity on
19 a case that's going to generate expense, you know, a
20 budget is typically submitted so claims has some
21 idea of what the cost is going to be. And just as
22 an update to claims, we would likely indicate that
23 we would be deposing so-and-so on a particular date.

24 Q. And does the claims department
25 have the authority to tell house counsel that it

1 does not want to proceed with a particular
2 deposition on the basis of, for instance, cost?

3 A. No. Claims doesn't become
4 involved in the -- the legal aspect of handling the
5 claim so much. So that's -- the lawyer's
6 responsibility is to handle the legal part of the
7 claim.

8 Q. But certainly with respect to the
9 cost of the litigation, claims is involved; right?

10 A. They are.

11 Q. And has input as to how resources
12 are spent for the defense --

13 MR. DEMAHY: Object to the --

14 BY MR. LOPEZ:

15 Q. -- right?

16 MR. DEMAHY: -- form.

17 Mischaracterizes her testimony.

18 THE WITNESS: I'm trying to think of
19 a situation where claims has taken the position that
20 we don't want you to do this because of the cost
21 involved, and I'll tell you why. The cost savings for
22 house counsel is so significant as compared to outside
23 counsel, we generally don't have those issues. I
24 can't think of an occasion offhand where that's
25 occurred.

1 BY MR. LOPEZ:

2 Q. But, certainly, I think you would
3 agree with me as a general proposition that costs
4 are always a concern in litigation; right?

5 A. Sure.

6 Q. Right.

7 None of us have blank checks to do
8 what we want. As lawyers, I wish we did, but we
9 don't; right? Correct?

10 A. Yes.

11 Q. So if there's a determination to
12 be made about whether or not a particular cost is
13 going to be expended in connection with the defense
14 of a claim, how is that determination made?

15 A. I think that's more suitably
16 answered by a claims person. I can't recall a
17 situation where claims has requested that we not
18 take a particular deposition or conduct a particular
19 activity because of the cost involved. As I sit
20 here, I just can't think of it.

21 Q. So would the reverse be true? Is
22 it accurate to say that house counsel cannot
23 unilaterally proceed with a cost expenditure related
24 to a case, for instance, for a deposition, without
25 consulting claims?

1 MR. DEMAHY: Object to the form.

2 THE WITNESS: Not in all -- not in
3 all cases. We would typically provide in our initial
4 assessment what we think the litigation is going to
5 look like. We will take XYZ depositions, so claims is
6 on notice of what we're doing.

7 BY MR. LOPEZ:

8 Q. But as a practical matter, does
9 that customarily happen in connection with house
10 counsel's representation or house counsel confers
11 with the claims department as to whether or not a
12 particular expenditure should be made in connection
13 with the defense of the case?

14 A. Not on all occasions. That's the
15 best answer I can give you.

16 Q. But it happens. Correct?

17 A. It happens.

18 Q. Just the same way I, as a private
19 lawyer, cannot unilaterally do things without
20 consulting my client, I am assuming house counsel
21 also has that same restriction with respect to cost
22 expenditures at times?

23 MR. DEMAHY: Object to the form of
24 the question.

25 THE WITNESS: Well, but it's -- as I

1 said, we lay out what our plan is in the beginning.
2 By way of example, we're saying we are going to take
3 the plaintiff's deposition. Before we take the
4 plaintiff's deposition, our lawyers aren't saying to
5 claims, "I'm going to be taking this plaintiff's
6 deposition. Can I have authority for that?" It just
7 doesn't work that way.

8 BY MR. LOPEZ:

9 Q. But what about third parties, for
10 instance?

11 A. I -- we may let claims know that
12 that's happening. It's not a hard and fast rule.

13 Q. Yeah. If -- okay. Fair enough.
14 What about with respect to hiring
15 third-party vendors to assist with the case, for
16 instance, a private investigator?

17 A. Yeah, that is something that we
18 would likely talk to claims about.

19 Q. Likewise, with respect to hiring
20 experts for purposes of assisting the defense of a
21 case.

22 A. I can't say in a very specific way
23 that we would have a particular conversation with
24 that. Again, at the initial assessment of the case
25 if we thought experts were needed or when we thought

1 the decision.

2 Q. Sure.

3 Getting back to the cost issue,
4 for instance, the decision to, perhaps, file a
5 motion for summary judgment and spend the resources
6 doing that, whatever the involved costs were, is
7 that something that house counsel would apprise the
8 claims department of in terms of a strategy, to file
9 a motion for summary judgment?

10 A. It would be.

11 Q. I don't need to know specific
12 numbers, but on what basis are the house counsel's
13 compensated, meaning is it dependent upon the hours
14 that they have billed to particular files? Are they
15 set salary?

16 A. Set salaries.

17 Q. But do house counsel maintain time
18 records, nevertheless?

19 A. Yes.

20 Q. And where are those time records
21 maintained?

22 A. House counsel operation has a
23 separate case management system called ProLaw, which
24 we enter all of our time into.

25 Q. So each house counsel has access

1 to the ProLaw --

2 A. Yes.

3 Q. -- is that correct?

4 Do you know how long those records
5 are maintained for?

6 A. I believe seven years before that
7 is archived, but I don't know for how long.

8 Q. As a practical matter, does anyone
9 within Chubb review the time entries at any time or
10 for any purpose?

11 MR. DEMAHY: Which -- are you
12 talking about claims, house counsel? You said "Chubb"
13 in general.

14 BY MR. LOPEZ:

15 Q. Anyone within Chubb, they -- is
16 the purpose of those hours being maintained so
17 someone can review them?

18 A. The purpose of the hours being
19 maintained is so we know -- house counsel knows what
20 activities occurred on a file and how much time
21 we've put into a case. At the end of a case, we
22 generate a bill and that is sent to the claims
23 examiner. Actually, it's sent through different --
24 it's actually sent quarterly throughout the case.

25 Q. The billing records?

1 A. Yes.

2 Q. Likewise, with the decision to
3 pursue an appeal in the case of an adverse ruling or
4 verdict, is that something that house counsel would
5 have to get approval from the claims department for
6 before pursuing the appeal?

7 A. Yes.

8 Q. Aside from paying for the real
9 estate, is Chubb responsible for the business
10 expenses of the house counsel's office, for
11 instance, making sure supplies are there, the IT,
12 infrastructure, that sort of thing?

13 A. Yes.

14 Q. And all of that -- so the -- is
15 the IT hardware that comes from Chubb?

16 A. Yes.

17 Q. House counsel, do they have a
18 Chubb address, email address -- strike that.

19 A. No. Our house counsel lawyers
20 have an email address associated with their
21 particular law firm.

22 Q. And do you know whether or not
23 those email addresses are maintained by the firm
24 itself locally or at the Chubb level?

25 A. I don't know the answer to that.

1 Q. Other supplies and expenses,
2 for instance, copy machine, copies, that sort of
3 thing, all those resources are provided by Chubb; is
4 that correct?

5 A. They are.

6 Q. Salaries for non-attorney staff at
7 the offices are responsible for -- are paid for by
8 Chubb; is that correct?

9 A. They are.

10 Q. And the aforementioned -- your
11 aforementioned answer would apply to the Douberley &
12 Cicero firm at the time it existed between 2011 and
13 2015?

14 A. Yes, to the best of my knowledge.

15 Q. Okay. Who is responsible for
16 paying for case-related vendor expenses, for
17 instance, legal graphics person at trial?

18 A. In the first instance, the law
19 firm. It gets billed back to the claim file.

20 Q. Do you know how it is that the law
21 firm has resources to pay for these expenses if --
22 is there a budget that's allocated to each office
23 each year?

24 A. There is. It's actually a
25 credit card that's utilized.

1 Q. It's a Chubb credit card, if you
2 know?

3 A. I don't know.

4 Q. But the expenses on the
5 credit card are paid for by Chubb; is that correct?

6 A. Yes.

7 Q. Is there a budget that's --
8 separate from the credit card, is there a budget
9 that's given to each office on a periodic basis for
10 expense-related matters?

11 A. Sure. By way of example, I mean,
12 most of the expense is travel-related expenses to
13 support case work.

14 Q. Sure.

15 A. So we have a travel budget for
16 each of our offices. You incur the travel expense.
17 It gets billed back to the claim file. Just like in
18 a private law firm, they bill back to Chubb whatever
19 the travel-related expenses are.

20 Q. But do the house counsel offices
21 maintain their own bank accounts?

22 A. No.

23 Q. How about legal research
24 subscriptions, for instance, Westlaw or Lexus,
25 that's paid for by Chubb for each office also?

1 A. It is. It's within the budget of
2 house counsel. It's house counsel's budget.

3 Q. And is that house counsel's budget
4 overall managed by you?

5 A. It is.

6 Q. I guess I'm trying to get at, is
7 there a transfer of cash to each local office at any
8 time periodically so that the local office can
9 conduct its ongoing operations or it's just
10 everything billed to Chubb and billed through Chubb?

11 A. On paper, I have a departmental
12 budget. On paper, each of the firms have a budget
13 for their local firm that they manage to and the
14 expectation is that they will stay within budget
15 because then we all stay within budget as a
16 department, but do funds exchange hands, no.

17 Q. How are the budgets determined for
18 each particular office?

19 A. Our operating costs year to year,
20 what are our real estate costs, our travel expenses,
21 our salaries, our supplies, we look at year to year
22 and budget accordingly.

23 Q. From the relevant time period,
24 2011 to 2013, do you recall what the approximate
25 budget for the Douberley & Cicero office was?

1 A. No.

2 Q. Does Chubb provide liability
3 coverage for the attorneys who are employed as house
4 counsel?

5 A. We maintain an E & O policy for
6 house counsel lawyers, yes.

7 Q. Who is the carrier for that? Is
8 that self-insured?

9 A. I think it's a Chubb policy. I
10 don't know that it was at that time.

11 Q. Okay. Mr. Douberley is
12 represented by counsel in connection with this case.

13 Are you aware of whether or not
14 there's a policy that's providing his defense?

15 MR. DEMAHY: I'm going to ask you
16 not to answer anything having to do with the
17 representation of Mr. Douberley in this case. It's
18 not designated, and I think that has the potential of
19 impinging upon attorney-client privileges.

20 So --

21 MR. LOPEZ: I don't --

22 MR. DEMAHY: -- you can ask Bill and
23 Dan.

24 MR. LOPEZ: You are not going to
25 allow her to answer.

1 Q. So is house counsel authorized to
2 use the litigation that it's defending for an
3 insured to gather evidence during that litigation to
4 use in a separate third-party lawsuit that they are
5 going to -- the insured will file against somebody
6 else?

7 MR. DEMAHY: Same objection.

8 MR. BACHI: Object to the form.

9 THE WITNESS: There is no authority
10 to do that. There is no authority not to do that, and
11 I think it would depend on the circumstances presented
12 in the case.

13 BY MR. LOPEZ:

14 Q. Are you familiar with the
15 Harold Peerenboom versus Isaac Perlmutter lawsuit in
16 which, of course, Chubb is a counter defendant?

17 A. Yes.

18 Q. That case was filed in 2013,
19 October 2013?

20 MR. DEMAHY: If you know, and I'm
21 not waiving my objections under Paragraph 4, but if
22 you know.

23 THE WITNESS: Is the question do I
24 know whether it --

25 BY MR. LOPEZ:

1 Q. Okay. And I take it it's
2 currently called an agreement because you, at least,
3 require true outside counsel to sign that agreement;
4 right?

5 A. I don't know if it needs to be
6 signed, but I know that it's imposed on them.

7 Q. Okay. Or they won't get paid, I
8 guess; right?

9 And what's the purpose of a
10 deposition report like the one we're looking at?

11 A. For status, for parties to
12 remain -- claims to remain aware of what's happening
13 in the litigation.

14 Q. Now, do you know whether or not
15 the claims adjusters, are they lawyers?

16 A. They can be. They not -- they are
17 not always.

18 Q. So since you don't know
19 Tracy Murphy, you don't know if she is a lawyer or
20 not?

21 A. I don't know.

22 Q. In their capacity as claims
23 adjusters, are they functioning as a lawyer?

24 A. Oh, no.

25 Q. So even if someone has a law

1 one was casualty.

2 Within that casualty family, Chubb
3 counsel defends defamation cases?

4 A. It does.

5 Q. That's something that's covered
6 and is often defended by Chubb counsel; correct?

7 A. It's defended by house counsel,
8 which the coverage piece of it...

9 Q. There may or may not be coverage,
10 but those claims are defended often; correct?

11 A. They are.

12 Q. You were asked questions about
13 having a private investigator follow someone from a
14 deposition.

15 Are you familiar with surveillance
16 as a tool defending claims?

17 A. Yes.

18 Q. And is surveillance something
19 that's commonly done in defending lawsuits?

20 A. In certain circumstances, yes.

21 Q. And is picking up the surveilled
22 party, the plaintiff at a deposition or a CME, a
23 medical examination, something that is acceptable
24 and done in the industry?

25 A. Yes.

EXHIBIT 5

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From: perry@mandrake.ca
To: wdouberley@dc-atty.com
Subject: RE: DONNELLY v MATHESEON & PEERENBOOM
Date: Monday, May 21, 2012 10:05:00 AM

What I do know is that Mrs. Perlmutter phoned numerous members of highridge golf club and ostracized my wife and her best friend from the club card games because she considered my wife responsible for my actions.(I am attempting to bring order to the tennis operation). Mrs.Perlmutter is a potential occurrence witness ,as she and her husband were given a copy by Mr. Bornstein who published the document, discussed and distributed to our current board members at a board meeting, Mr. Bornstein was our past President who requested a copy to attempt to bring a resolution to these issues. It is also my understanding that miss Donnelly has been a guest in the Perlmutter's home. she definitely has information re this case including but not limited to disparaging my good name with the girls she plays cards with and potentially knowledge of the poison pen letter distributed to over 200 members and their spouses (this letter was presented to me in my deposition by Mr.Mesches)She definitely has been involved with the discussions with either her husband or others re this case. This is something they are attempting to stop .Lastly I will call Bill Matheson the co-defendant he told me he would have his lawyer send you the total file .If this does not occur I will have my file box copied and curried to you. Lastly you should understand that they have now produced the federal Tax filings to Mr. Matheson after much procrastination .I have noticed that Bills lawyer never asked for the state tax returns which she must file in the state of Florida. I was told very clearly that Mr. Per mutter is the one financing this litigation (Jerome Heisler told me at my home in Florida)It is therefore also possible that she knows that family assets are been spent on this frivolous case exposing them to a massive counter claim

From: wdouberley@dc-atty.com [<mailto:wdouberley@dc-atty.com>]
Sent: May-21-12 8:48 AM
To: Harold Perry
Subject: DONNELLY v MATHESEON & PEERENBOOM

I solicit your take on this effort to prevent depositions of the Perlmutter's. I

assume it is Mr. Perlmutter we have an interest in deposing and not his wife, correct?

I still do not have any background materials from the codefendant or from you.

Bill

William M. Douberley, Esq. | Managing Attorney | Douberley & Cicero | Chubb & Son Staff Counsel
1000 Sawgrass Corporate Parkway | Suite 590 | Sunrise, FL 33323 | (954) 626-5073 | (305) 608-5653 | 7 (954) 838-8842 | *
wdouberley@dc-atty.com

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----- Forwarded by William M Douberley/ChubbMail on 05/21/2012 08:43 AM -----

From: "Larry Mesches" <lmесhes@rmlawyer.com>
To: <Daniel.Kirschner@csklegal.com>, <sherry.schwartz@csklegal.com>, <wdouberley@dc-atty.com>
Cc: <diane.myskowski@csklegal.com>, "Tamar Green" <Tamar.Green@csklegal.com>
Date: 05/17/2012 02:52 PM
Subject: DONNELLY v MATHESEON & PEERENBOOM

Sherry & Bill:

I am attaching copies of our motions being filed on behalf of the Perlmutter, which we are setting for an 8:45 next week. Please review the motions and let me know by next Monday, if possible, if we can do agreed orders on some or all of the issues. Sherry, it is my understanding that Mrs. Perlmutter has no knowledge or information on any of the issues. Do you have contrary information?

Larry M. Mesches, Esq.
RUTHERFORD MULHALL, P.A.
3399 P.G.A. Boulevard, Suite 240
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Telephone: 561-691-8111
Facsimile: 561-625-6186

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EXHIBIT 6

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File Note Title: Call insd
Create Date: 4/27/2012 12:53 PM
Author: TRACY MURPHY
File Note Text:
FL: 561-493-4598
office TO: 416-922-5600 x222
email: perry@mandrake.ca

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

There some indication that there is some overlap of evidence due to the MFP inquiry in Toronto. Mr. Perlmutter, according to the insured, distributed a letter to all members of the insured's golf club saying it was from the insured discussing issues related to the MFP inquiry. The insured has unopened copies of this letter which he sent to Ottawa requesting DNA testing so he could pursue charges of postal fraud. This letter was alluded to in the insureds deposition and the codefendant feels that when Mr. Perlmutter gives evidence if questioned on this point he would either be confirming postal fraud or committing perjury. We will clarify the involvement and relevance of these issues as the investigation continues.

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

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EXHIBIT 7

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From: wdouberley@dc-atty.com
Sent: Monday, December 10, 2012 1:37 PM
To: tracymurphy@chubb.com
Subject: Kay-Dee Sportswear, Inc. v. Matheson POLICY 30116524 DATE OF LOSS 10/01/2011
Claims Ref 014512003466
Attachments: 201861.pdf; DOC062.PDF
Sensitivity: Private

See note of telephone conference below and anonymous letters. This case has gotten completely out of hand.



DOC062.PDF

William M. Douberley, Esq. | Special Litigation Counsel | Douberley & Cicero | Chubb & Son Staff Counsel
1000 Sawgrass Corporate Parkway | Suite 590 | Sunrise, FL 33323 | ☎ (954) 626-5073 | 📠 (305) 608-5653 | 📠 (954) 838-8842

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tabbles®	EXHIBIT
	30

Memorandum of Telephone Conference
William M. Douberley

WITH: Client
RE: Kay-Dee Sportswear, Inc. v. Matheson
30116524/006/01 D/L: 10/01/2011
DATE: December 10, 2012

Matheson called a month ago. He wants Peerenboom to sit in on the depo in January.

Now new letters have been received by his wife re sexual assault of an 11-year-old grandson. The letter said that letters of warning were sent to others, including Sloan's Curve residents, claiming he was a sexual predator. The letters contains what others say are Yiddish expressions but appear to be written by other people.

He suspects that this is the owner of the Spiderman franchise and is known to be a rough character. The police have been called in. Peerenboom put up a \$25,000 reward and it has been doubled by someone else in the community.

He confirmed that Perlmutter is paying the plaintiff's attorney's fees. This was confirmed by the condo board chairman.

What is the status of Perlmutter's cross? Peerenboom wants a copy of the notice of depo for Bornstein.

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EXHIBIT 8

NOT A CERTIFIED COPY

From: Harold Perry <harold@mgc.com>
Sent: Wednesday, December 12, 2012 7:45 PM
To: wdouberley@dc-atty.com
Cc: Steven Reesor <sreesor@harbourgroupsecurity.com>
Subject: FW: From Harold Peerenboom - Criminal Postal Abuse Issue Timeline Letter and Documents.
Attach: Postal Exhibit # 1.pdf; Postal Exhibit #2.pdf; Postal Exhibit # 3.pdf; Postal Exhibit # 4.pdf; Postal Exhibit # 5.pdf; Postal Exhibit # 6.pdf; Criminal Postal Abuse Issue Timeline.docx

Bill here is the letter I sent to the postal inspector .Today I had the ex-deputy police chief from the city of Toronto(STEVE REESOR) pick up all the letters in our possession .He is going to have them finger printed and attempt to get DNA off the letters stamps and envelopes .if successful he will be brought down to palm beach to obtain DNA from the suspected targets –we can discuss the methods on the phone .if successful we will do the same with the letters in our possession in Florida .Harold --- WE MAY WANT TO CONSIDER HAVING HIM AT THEIR DEPOSTIONS ASSUMING THEY WILL DRINK WATER ETC

From: Marty Fritz
Sent: December-12-12 12:09 PM
To: jmesser@uspis.gov
Cc: Harold Perry
Subject: From Harold Peerenboom - Criminal Postal Abuse Issue Timeline Letter and Documents.

Dear Inspector:

As Per Harold's request, please see attached and timeline below:

Criminal Postal Abuse Issue Timeline

1. Wednesday December 5, 2012 Mrs. Robin Peerenboom received Letter # 1 by post at her West Palm Beach, Florida residence (Letter attached as exhibit #1)
2. Harold immediately contacted the Police and the Postal Authority;
 - Officer John Scanlon assigned Case # 121453 and appointed Detective Larry Monetti to the file
3. Wednesday December 5, 2012 a number of residents at The Residence's at Sloans Curve and 2000 S. Ocean Drive and received Letter #2 – (Letter attached as exhibit # 2)
4. Monday December 10, 2012 14 envelopes containing Letter #3 were delivered by post to the Mandrake offices at 55 St. Clair Avenue West, Suite 401, Toronto, Ontario for the following individuals. - (Letter attached as exhibit #3)
 - Bill Holland - opened
 - Terence Donnelly - Unopened
 - David Smith- Unopened
 - Lori Hansford- Unopened
 - Paul Lintner- Unopened
 - Mr. Frank Huggins- Unopened
 - Mr. Marty Fritz- Unopened
 - Stefan Danis- Unopened
 - Mr. Michael Gates- Unopened
 - Daphne Bykerk- Unopened
 - Mrs. Nancy Thompson- Unopened
 - Mrs. Janine Turner- Unopened
 - Mr. Gord Wilson- Unopened
 - Mr. Rick Richter- Unopened

5. On Monday December 10, 2012 Mrs. Rick Richter received Letter # 4. (Letter attached as exhibit #4)
6. On Tuesday December 11, 2012 the following people received, at their respective home addresses, Letter #4 (Letter attached as exhibit #5)
- Daphne Bykerk
 - Louise Daigneault – Although Ms. Daigneault is married to Mr. Lintner, her postal address is unpublished.
 - Mr. Paul Lintner
 - Lori Hansford
 - Mrs. Terence Donnelly
7. Also see attached some scanned envelopes (Exhibit #6)
8. On Wednesday December 12, 2012 Harold spoke with the US Postal Inspector, Jeff Esser to provide a full report.
9. To date Detective Larry Monetti has not returned Harold's phone calls (three to date)

Please do not hesitate to contact me should you require further information or clarification.

Regards

Marty Fritz

Director Operations, Executive Office
Mandrake
Finding Exceptional Talent. Building Exceptional Organizations.



Mandrake

55 St. Clair Avenue West, Suite 401
Toronto, ON M4V 2Y7
Phone. 416.922.5600 Ext. 381
Fax. 416.922.1356
E-mail. mfritz@mandrake.ca



[Click Here](#) to Connect



[Click Here](#) to obtain an electronic copy of the Mandrake Brochure.

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Mrs. Peerenboom I am sorry to have to write to you about how your husband Harold Peerenboom has sexually assaulted my 11 year old grandson. You are always polite when I see you – on the beach or on the street.

Recently your husband sexually assaulted my grandson. At first your mamzer of a husband said that nothing happened to my grandson in your home.

Then he said the sex was consensual.

Then he said that he thought my grandson – a 5th grader was at least 18 years old.

There can be no defense for this type of attack. There is no gray area.

Your husband's high priced attorneys are mounting a defense based on lies.

Protect your family protect yourself.

I do not to belabor this, but I must protect others.

I have sent letters of warning to our neighbors here on Sloan's Curve and 2000 S. Ocean Drive.

I have sent letters of warning to all our fellow golf club members.

I have sent letters of warning to everyone in Canada that I can find involved with your husband.

Nim'as lil!

Dear Neighbor on Sloan's Curve and 2000 S. Ocean Drive.

Today I write to you to warn you about Harold Peerenboom of 8 Sloan's Curve Road who is a sexual predator. Last year Peerenboom sexually assaulted by 11 year old grandson.

Peerenboom is dafuk barosh. He claims that he thought my 11 year old grandson was a consenting adult. How can you think a 5th grader is old enough? Peerenboom forced my grandson to do immoral acts.

Ta'ase lit ova Peerenboom. Dear neighbors, watch your children and grandchildren, this animal is able to move amongst because is attorneys are very expensive. Peerenboom writes big checks and gets his freedom.

There is no defense for attacking a child. We all must practice safety for our family with vigor!

I see on the internet that you do business with Harold Perry. Here in Florida he hides by trading under the name Harold Peerenboom.

He hides here as a sexual molester of 11 year old boys. Harold Peerenboom of 8 Sloan's Curve, forced my 11 year old grandson to perform oral sex on him.

This is the cruelest of crimes. What caliber of man can attack at knife point, a 5th grader? Do not let the color of money allow you continue keeping in your company, Harold Peerenboom sexual predator.

Peerenboom uses the money he makes with you to pay for expensive attorneys.

His defense at first was that nothing happened between him and my 11 year old grandson.

Then he said that while he did have sexual relations with my grandson, he thought they were consensual.

Ta'ase lit ova - How can you think a 11 year-old child - is at least 18?

Then he said that the knife was a letter opener that just happened to be on a table in his parlor.

Keep your children and grandchildren away from Harold Perry - Harold Peerenboom, he is a child molestor

letters sent
to partners
& employees
© M. Andrade

not 4/4
letter sent to Root Ruelten (wife)

Your husband is in business with Harold Peerenboom also known as Harold Perry, who sexually assaulted my 11 year old grandson here in Florida.

If you have children you will understand the cruelest of violations.

Your husband doing business with this child molester helps him earn money for defense.

Peerenboom first stated to the authorities that there was no sexual interaction.

The Peerenboom said the sex was consensual.

Then he said that he thought my 11 year old grandson was at least 18.

Then he said that the knife was a letter opener that just happened to be in his parlor.

There is no gray in this. My grandson says that Harold Peerenboom called out to in on Sloan's Curve to help him move a piece of furniture. Then he pulled a knife on him and forced him to perform oral sex on him in his pajamas in his parlor. Then he threatened my grandson with death if he told anyone.

This Ben Kelev, Ben Zona must be shunned – must go to jail. Keep your family safe by keeping away from Harold Peerenboom.

Your husband is in business with Harold Peerenboom also known as Harold Perry, who sexually assaulted my 11 year old grandson here in Florida.

If you have children you will understand the cruelest of violations.

Your husband doing business with this child molester helps him earn money for defense.

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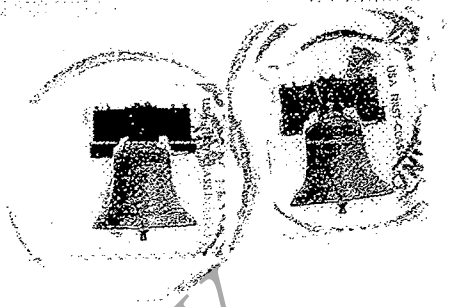
This Ben Kelev, Ben Zona must be shunned – must go to jail. Keep your family safe by keeping away from Harold Peerenboom.

46

CLUB
Lynx Road
Palm Beach, Florida 33462

Handwritten initials

Julia Rousso
2100 S. Ocean Boulevard, 605-N
Palm Beach, Florida 33480

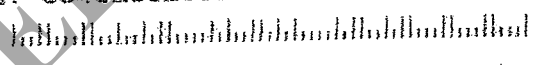


MIXIE 334 DE 1 00 07/02/11

RETURN TO SENDER
NOT DELIVERABLE AS ADDRESSED
UNABLE TO FORWARD

BC: 33462062900 #1697-04622-02-43

33462062900



33462062900

Mr. Ken Slater
11 Sloan's Curve Drive
Palm Beach, Florida
33480

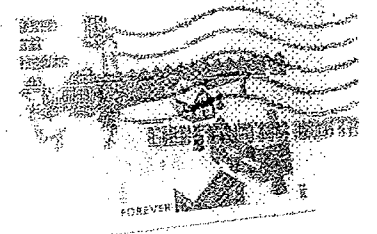
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WEST PALM BEACH, FL 33411

WEST PALM BEACH, FL 33411

WEST PALM BCH FL 334

04 DEC 2012 PM 4 L



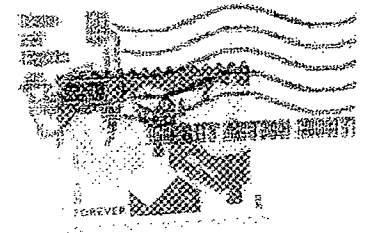
Mrs. Leslie Martin
16 Sloan's Curve Drive
Palm Beach, Florida
33480

33480521515



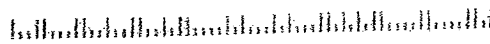
WEST PALM BCH FL 334

04 DEC 2012 PM 4 L



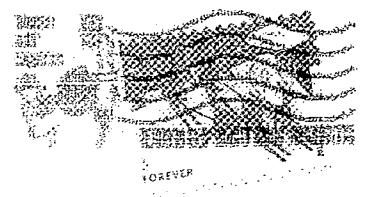
Mr. Barry Gales
6 Sloan's Curve Drive
Palm Beach, Florida
33480

33480521506



WEST PALM BCH FL 334

04 DEC 2012 PM 4 L



Mr. Harold Rosenbaum

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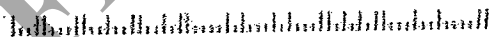
WEST PALM BCH FL 334

04 DEC 2012 PM 4 L



Mrs. Harold Peerenboom
8 Sloan's Curve Drive
Palm Beach, Florida
33480

334800001500



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NINETEEN 1998 NOV 11 08/50/11
NOT RETURNED TO SENDER
UNLESS ADDRESSEE
UNABLE TO FORWARD

EC: 99462992900 *1666-00065-90-40

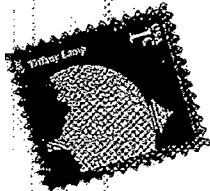
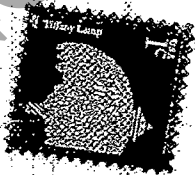


HIGH RIDGE
COUNTRY CLUB
2400 Hypoluxo Road
Lantana, Florida 33462

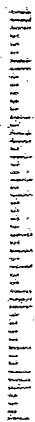
HIGH RIDGE
COUNTRY CLUB
2400 Hypoluxo Road
Lantana, Florida 33462

Lucille Schwartz
The Atria
333 West 86th Street
New York, New York 10024

Beverley & H. Lawrence Fein
625 Avenue Road, Suite 1901
Toronto, Ontario, Canada
MAV 2K7

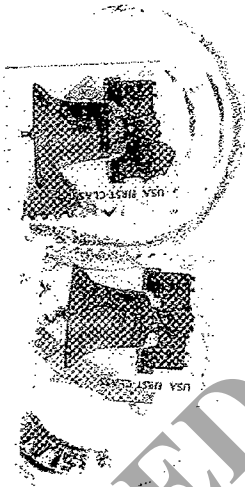


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Criminal Postal Abuse Issue Timeline

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 - o Officer John Scanlon assigned Case # 121453 and appointed Detective Larry Monetti to the file
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 - o Paul Lintner- Unopened
 - o Mr. Frank Huggins- Unopened
 - o Mr. Marty Fritz- Unopened
 - o Stefan Danis- Unopened
 - o Mr. Michael Gates- Unopened
 - o Daphne Bykerk- Unopened
 - o Mrs. Nancy Thompson- Unopened
 - o Mrs. Janine Turner- Unopened
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 - o Mr. Rick Richter- Unopened
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 - o Lori Hansford
 - o Mrs. Terence Donnelly
7. Also see attached some scanned envelopes (Exhibit #6)
8. On Wednesday December 12, 2012 Harold spoke with the US Postal Inspector, Jeff Esser to provide a full report.

9. To date Detective Larry Monetti has not returned Harold's phone calls (three to date)

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EXHIBIT 9


NOT A CERTIFIED COPY

From: wdouberley@dc-atty.com
Sent: Monday, December 31, 2012 10:23 AM
To: tracymurphy@chubb.com
Subject: Kay-Dee Sportswear, Inc. v. Matheson Note of telephone conference POLICY 30116524
DATE OF LOSS 10/01/2011 Claims Ref 014512003466
Attachments: 204550.pdf
Sensitivity: Private

Note of telephone conference with client attached

William M. Douberley, Esq. | Special Litigation Counsel | Douberley & Cicero | Chubb & Son Staff Counsel
1000 Sawgrass Corporate Parkway | Suite 590 | Sunrise, FL 33323 | ☎ (954) 626-5073 | 📠 (305) 608-5653 | 📠 (954) 838-8847

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 - 204550.pdf

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EXHIBIT
37

Memorandum of Telephone Conference
William M. Douberley

WITH: Harold Peerenboom
RE: Kay-Dee Sportswear, Inc. v. Matheson
30116524/006/01 D/L: 10/01/2011
DATE: December 31, 2012

He called to ask me to consider being retained as his attorney to bring a separate action to gain evidence against those who are conspiring against him. I said that I can do some of that discovery in the context of this case, but under no circumstances can I bring a suit for affirmative relief on his behalf. I suggested that he contact Barry Postman, WPB managing attorney for Matheson's firm, to see if they will handle it.

A senior investigator has been appointed by the State Attorney's office to investigate the letters. DNA has been lifted from at least one of the envelopes. I asked him to have Matheson inquire as to why the depositions have not been reset, although the delay may give him additional time to develop evidence against the conspirators.

One avenue of investigation is to compare the details of the print on the letters and other documents to see if they were printed on the same printer or fax—whether the same font was used or not.

He wants his Canadian attorney friend to come in pro haec vice, because he is a mean SOB and former prosecutor and will terrorize his adversaries.

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EXHIBIT 10

NOT A CERTIFIED COPY

IN THE CIRCUIT COURT OF THE 15TH
JUDICIAL CIRCUIT IN AND FOR
PALM BEACH COUNTY, FLORIDA

CASE NO.: 502013CA015257XXXXMBAI
502015CA001012XXXXAI

(CONSOLIDATED FOR DISCOVERY PURPOSES ONLY)

HAROLD PEERENBOOM,

Plaintiff,

vs-

ISAAC ("IKE") PERLMUTTER and LAURA PERLMUTTER,

Defendants.

ISAAC ("IKE") PERLMUTTER and LAURA PERLMUTTER,

Counter-Plaintiffs,

vs-

HAROLD PEERENBOOM, et al,

Counter-Defendants.

EVIDENTIARY HEARING

BEFORE THE HONORABLE MEENU SASSER
EXCERPT OF PROCEEDINGS
TUESDAY, SEPTEMBER 19, 2017
9:30 A.M. TO 5:00 P.M.

PALM BEACH COUNTY COURTHOUSE, COURTROOM 9C
205 NORTH DIXIE HIGHWAY
WEST PALM BEACH, FLORIDA 33401

REPORTED BY:

VICTORIA AIELLO MILLER, COURT REPORTER
NOTARY PUBLIC, STATE OF FLORIDA



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APPEARANCES OF COUNSEL

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KASOWITZ BENSON TORRES & FRIEDMAN, LLP
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LAURA PERLMUTTER:

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JARED LOPEZ, ESQUIRE
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jlopez@royblack.com

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ndemahy@dldlawyers.com

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305.374.5600
jennifer.glasser@akerman.com

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ADAM RABIN, ESQUIRE
MCCABE RABIN, P.A.
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Suite 505
West Palm Beach, Florida 33401
561.659.7878
arabin@mccaberabin.com

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WITNESS: WILLIAM DOUBERLEY

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1 Q. I'm going to move to Exhibit Number 70. We
2 have about 20 more of these. I'll make sure we don't
3 touch on all them, I'll do the ones that are significant
4 to the record so the Court can have a good look at them.

5 Thursday, February 14th, this is the even on
6 the fringes e-mail that so much was made about in the
7 earlier hearing where you did not testify regarding it,
8 so I'd like you to explain to us what you were
9 expressing to your client and why in this e-mail?

10 A. Well, what has been left out of the discussion
11 of this is this phrase on its face. The connection
12 between the despicable letters and the Kay-Dee
13 litigation on its face would appear to be far afield.
14 And I think that raising a flag, associating with the
15 attorneys who are dealing with that parallel case and
16 having them come into the case would be very difficult
17 to explain to anybody without them really understanding
18 as we've tried to explain here the inner relationship
19 between the two. So that that's true.

20 And then the other part of it is, look,
21 admittedly this was to be a surreptitious taking of
22 forensic evidence, just as surveillance is, just as any
23 of the investigative efforts we have to try to get
24 evidence in cases. And I didn't have time to go through
25 some court process. I knew what kind of a fight would



1 be put up on the other side that would just complicate
2 our lives. And I didn't expect to find anything in
3 this, frankly. I knew that it would be a very limited
4 use of any evidence that was collected. And I just
5 didn't want it to be made into a big deal. And bringing
6 in another set of lawyers to start pursuing questioning
7 that really dealt more with the other case, I didn't
8 think was appropriate.

9 It was just this narrow overlap that because
10 of the simplicity of simply providing an opportunity to
11 take forensic evidence, I didn't see that this was a big
12 deal but it could become that if we start raising red
13 flags.

14 **Q. So, in essence, you were telling your client**
15 **we're going to narrow what kind of inquiry?**

16 A. I'm only going to do so much, yeah. That I'm
17 not providing you with answers that are going to help
18 you with the other case. I'm not taking-- I don't want
19 them giving any questions to ask. I certainly don't
20 want them sitting in the deposition.

21 **Q. Number 71, the 14th e-mail from Mr. Dunbar is**
22 **one of Mr. Peerenboom's personal counsel?**

23 A. Yes, he put it better than I did.

24 **Q. He said there parallel path here, if you mix**
25 **them together, it could create problems. So there was**



EXHIBIT 11

NOT A CERTIFIED COPY

From: wdouberley@dc-atty.com
Sent: Friday, February 15, 2013 7:20 AM
To: Harold Perry
Subject: Re: FW: FW: Re:

Sensitivity: Private

Let me know if you want to try to get a DNA sample

Harold Perry ---02/14/2013 06:31:41 PM---Here is the email confirming they will not attend From: Peter M. Dunbar [mailto:pete@penningtonlaw.c

From: Harold Perry <perry@mandrake.ca>
To: "wdouberley@dc-atty.com" <wdouberley@dc-atty.com>
Date: 02/14/2013 06:31 PM
Subject: FW: FW: Re:

Here is the email confirming they will not attend

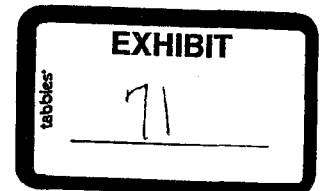
From: Peter M. Dunbar [mailto:pete@penningtonlaw.com]
Sent: Thursday, February 14, 2013 6:28 PM
To: Harold Perry; Marc Dunbar; Daniel Russell
Subject: RE: FW: Re:

Harold,
I concur with counsel. There are parallel paths here and mixing them incorrectly will create problems. The civil actions and criminal matters are distinctly different (different burdens of proof; different statutory presumptions; and different "rules" of engagement). Pete

From: Harold Perry [mailto:perry@mandrake.ca]
Sent: Thursday, February 14, 2013 12:36 PM
To: Marc Dunbar; Peter M. Dunbar; Daniel Russell
Subject: FW: FW: Re:

Pls read Bills response to the continued emails .We will not need you at the 27th deposition .it appears that Jeff Esser is upgrading this. Harold

From: wdouberley@dc-atty.com [mailto:wdouberley@dc-atty.com]
Sent: Thursday, February 14, 2013 12:26 PM
To: Harold Perry
Subject: Re: FW: Re:



I don't think I want your hired guns at the upcoming depositions. I need to be delicate in approaching this topic,

since, on its face, it is far afield from the tennis girl's case. I don't want to be quite so bold as to bring in the attorneys who have been hired to deal with that case exclusively and give the judge an excuse to preclude exploration, even on the fringes.

William M. Douberley, Esq. | Special Litigation Counsel | Douberley & Cicero | Chubb & Son Staff Counsel
1000 Sawgrass Corporate Parkway | Suite 590 | Sunrise, FL 33323 | ☎ (954) 626-5073 | 📠 (305) 608-5653 | 📠 (954) 838-8841

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From: Harold Perry <perry@mandrake.ca>
To: "wdouberley@dc-atty.com" <wdouberley@dc-atty.com>
Date: 02/14/2013 11:30 AM
Subject: FW: Re:

Seems they hired an outside company to do the mailings coordinated with the date of the SCHA meetings (this is the condo association that manages the tennis girl) they new mailing was delivered Monday again the day of the SCHA meeting .Harold

From: Esser, Jeffrey M. [mailto:JMEsser@uspis.gov]
Sent: Thursday, February 14, 2013 5:35 AM
To: Harold Perry
Cc: Wisneski, Joseph M
Subject: Re:

I will see why our office was not contacted. To this point, the Postal Inspection Service role has been to support Detective Mennitti and his agency. I will get actively involved in the investigation and make sure we are on the same page in identifying the mailer, putting a stop to the mailings, and seeking prosecution.

From: Harold Perry [mailto:perry@mandrake.ca]
Sent: Thursday, February 14, 2013 03:54 AM
To: Esser, Jeffrey M; Esser, Jeffrey M
Cc: Dunbar, Marc <MDunbar@joneswalker.com>; Peter M. Dunbar. (pete@penningtonlaw.com) <pete@penningtonlaw.com>; drussell@joneswalker.com <drussell@joneswalker.com>; Detective Larry Mennitti (lmennitti@palmbeachpolice.com) <lmennitti@palmbeachpolice.com>
Subject:

I apologize for this email .However please walk in my shoes .I and my two of neighbor's by happenstance met the postal delivery women in front of my house who said "that's what those letters are" I was told that in future the mail would be intercepted .yesterday another 200 plus letters were delivered .I phoned and emailed all of my neighbors and those that had not opened the salacious items returned them to me. what I received from the authorities was silence ! I both telephoned Joe and emailed the postal authorities with the request of intercepting" the completion of this postal fraud" .The RESPONSE WAS SILENCE .If a bank was been robbed I would expect the authorities to respond .pls walk in my shoes if these letters were sent to your neighbors ? --not able to sleep and uncomfortable with the hundreds of people who do not really know you .But glance at you with distain and "ask me what happened to the little boy ? I lost it with this neighbor --there is no F%@%@ little boy. I know you guys are very busy and wish this letter never had to be written at 4:30 in the morning .Harold

EXHIBIT 12

NOT A CERTIFIED COPY

Subject: RE: FW: From Harold Peerenboom - Criminal Postal Abuse Issue Timeline Letter and Documents.
Date: 8/25/2015 9:36 AM
From: "wdouberley@dmc-atty.com" <wdouberley@dmc-atty.com>
To: "Michael P. Bowen" <MBowen@kasowitz.com>

William M. Douberley, Esq. | Special Litigation Counsel | Douberley, McGuinness & Cicero | Chubb & Son Staff Counsel
1000 Sawgrass Corporate Parkway | Suite 590 | Sunrise, FL 33323 | ☎ (954) 626-5073 | 📠 (305) 608-5653 | 📠 (954) 838-8842 | ✉ wdouberley@dmc-atty.com

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----- Forwarded by William M Douberley/ChubbMail on 08/25/2015 09:35 AM -----

From: Harold Perry <perry@mandrake.ca>
To: "wdouberley@dc-atty.com" <wdouberley@dc-atty.com>
Date: 01/16/2013 06:17 PM
Subject: RE: FW: From Harold Peerenboom - Criminal Postal Abuse Issue Timeline Letter and Documents.

I think that's a great idea

From: wdouberley@dc-atty.com [mailto:wdouberley@dc-atty.com]
Sent: January-16-13 2:06 PM
To: Harold Perry
Subject: Re: FW: From Harold Peerenboom - Criminal Postal Abuse Issue Timeline Letter and Documents.

We could have an investigator pick up a used glass or water bottle.

William M. Douberley, Esq. | Special Litigation Counsel | Douberley & Cicero | Chubb & Son Staff Counsel
1000 Sawgrass Corporate Parkway | Suite 590 | Sunrise, FL 33323 | ☎ (954) 626-5073 | 📠 (305) 608-5653 | 📠 (954) 838-8842 | ✉ wdouberley@dc-atty.com

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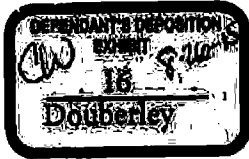
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DEFENDANT'S
Perlmutter **EXHIBIT**
CNTRL 2
DIV. AI - CASE NO. 50-2013-
CA-015257-XXXX-MB

BSKS_PEERENBOOM_000015

EXHIBIT 13

NOT A CERTIFIED COPY



IN THE CIRCUIT COURT OF THE
15TH JUDICIAL CIRCUIT IN AND FOR
PALM BEACH COUNTY, FLORIDA

Case No. 502011CA006192XXXXMB

KAY-DEE SPORTSWEAR, INC., a Florida
corporation and KAREN D. DONNELLY,

Plaintiffs,

v.

MONIQUE D. MATHESON, WILLIAM
MATHESON, and HAROLD
PEERENBOOM,

Defendants.

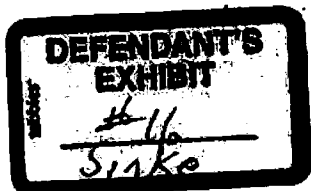
FILED
13 JAN 29 PM 1:25
KASOM & WICK, CLERK
15TH JUDICIAL CIRCUIT
PALM BEACH COUNTY, FLORIDA

CROSS-NOTICE AND NOTICE OF TAKING DEPOSITION DUCES TECUM

TO: Larry M. Mesches, Esq.
Klett, Mesches & Johnson, P.L.
Gardens Business Center, Suite 100
2855 PGA Boulevard
Palm Beach Gardens, FL 33410
Attorneys for Plaintiffs

Sherry M. Schwartz, Esq.
Cole, Scott & Kissane, PA
1645 Palm Beach Lakes Boulevard
Second Floor
West Palm Beach, FL 33401
Attorneys for Co-Defendants

PLEASE TAKE NOTICE that the undersigned attorney will take the deposition of:



DOUBERLEY & CICERO

<u>NAME</u>	<u>DATE AND TIME</u>	<u>LOCATION</u>
Isaac Perlmutter	Wed., Feb. 27, 2013 @ 9:00 am	Cole Scott & Kissane 1645 Palm Beach Lakes Blvd. 2 nd Floor West Palm Beach, FL 33401 561-383-9200
Laura Perlmutter	Wed., Feb. 27, 2013 @ 11:00 am or immediately after	Cole Scott & Kissane 1645 Palm Beach Lakes Blvd. 2 nd Floor West Palm Beach, FL 33401 561-383-9200

upon oral examination before U.S. Legal Support or other notary public or officer authorized by law to take depositions in the State of Florida. The oral examination will continue from day to day until completed. The depositions are being taken for the purpose of discovery, for use at trial, or for such other purposes as are permitted under the rules of court.

In accordance with the Americans with Disabilities Act of 1990 (ADA), persons needing a special accommodation to participate in this proceeding should contact the court administrator at the Palm Beach County Courthouse, 205 N. Dixie Highway, West Palm Beach, Florida 33401, no later than seven days prior to the proceeding. Telephone: (561) 355-2431 for information. If hearing impaired, TDD (800) 955-8771 or (800) 955-9770 via Florida Relay Service.

Certificate of Service


We hereby certify that on January 23, 2013, a true and correct copy of the above and foregoing was e-mailed to:

Larry M. Mesches, Esq.
Klett, Mesches & Johnson, P.L.
Lmesches@kmjlawgroup.com, service@kmjlawgroup.com,
lhollywood@kmjlawgroup.com
Attorneys for Plaintiffs

Cole, Scott & Kissane, PA
sherry.schwartz@csklegal.com
Attorneys for Co-Defendants

DOUBERLEY & CICERO

DOUBERLEY & CICERO
Attorneys for Harold Peerenboom
1000 Sawgrass Corporate Parkway, Suite 590
Sunrise, FL 33323
(954) 838-8832 Fax (954) 838-8842
wdouberley@dc-atty.com
eservice@dc-atty.com
pnadler@dc-atty.com

By: /s/ 
William M. Douberley
Florida Bar No: 126900

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DOUBERLEY & CICERO

IN THE CIRCUIT COURT OF THE 15TH
JUDICIAL CIRCUIT IN AND FOR
PALM BEACH COUNTY, FLORIDA

KAY-DEE SPORTSWEAR, INC., a Florida corporation and KAREN D. DONNELLY, Case No. 502011CA006192XXXXMB

Plaintiffs,

v.

MONIQUE D. MATHESON, WILLIAM
MATHESON, AND HAROLD
PEERENBOOM,

Defendants.

SUBPOENA DUCES TECUM WITH DEPOSITION

THE STATE OF FLORIDA:

TO: Laura Perlmutter
2000 S. Ocean Boulevard
Apartment 409N
Palm Beach, FL 33480-5233

YOU ARE HEREBY COMMANDED to appear before a person authorized by law to take depositions at Cole, Scott & Kissane, 1645 Palm Beach Lakes Blvd., 2nd Floor, West Palm Beach, Florida 33401 on Wednesday, February 27, 2013 at 11:00 am, in the above-styled cause and to have with you the following:

1. Any and all agreements, correspondence, notes, telephone messages, memoranda, emails, facsimile transmissions, text messages, and any other communications, both written and electronic, between you, either personally or any behalf of any other person or entity, and any other person or entity Plaintiffs, on any matter(s) relating to KAY-DEE SPORTSWEAR, INC., and/or KAREN D. DONNELLY, and/or any tennis related activities at SLOANS CURVE CONDOMINIUM and/or any business activities operating out of the tennis pavilion at that Association.
2. Any and all documents in your possession, custody or control, both written and electronic, in any way relating to Plaintiffs, KAY-DEE SPORTSWEAR, INC., and/or KAREN D. DONNELLY, and/or any tennis related activities at SLOANS CURVE CONDOMINIUM and/or any business activities relating out of the tennis pavilion at that Association.


3. Any and all documents in your possession, custody or control, both written or electronic, pertaining to the representation of any individual or entity on any matter(s) relating to Plaintiffs, KAY-DEE SPORTSWEAR, INC., and/or KAREN D. DONNELLY, and/or any tennis related activities at SLOANS CURVE CONDOMINIUM and/or any business activities operating out of the tennis pavilion at that Association, including, but not limited to, any documents or communication from Counsel for any party in the instant matter.

You are subpoenaed to appear by the following attorney or unless excused from this subpoena by these attorneys or the court, you shall respond to this subpoena as directed.

IF YOU FAIL TO APPEAR OR PRODUCE THE ABOVE REQUESTED RECORDS, YOU MAY BE IN CONTEMPT OF COURT

Dated on _____.

William M. Douberley
1000 Sawgrass Corporate Parkway, Suite
590
Sunrise, FL 33323
Telephone: (954) 838-8832
Facsimile: (954) 838-8842
Florida Bar No. 126900
Attorneys for Defendant, Harold
Peerenboom

By: 
William M. Douberley
For the Court

(CERTIFICATION OF COMPLIANCE WITH HIPPA REQUIREMENTS FOR SUBPOENA OF MEDICAL RECORDS)

I hereby certify that written notice has been provided to the individual, or the attorney for the individual, whose documents are sought, that the notice included sufficient information about the litigation or proceeding to permit the individual to raise an objection to the production of the requested documents, and that the time to raise an objection has elapsed and no objections were filed. (Please see attached Notice of Production of Non-Party as evidence of notice to the individual's attorney from whom documents are sought.)

IN THE CIRCUIT COURT OF THE 15TH
JUDICIAL CIRCUIT IN AND FOR
PALM BEACH COUNTY, FLORIDA

KAY-DEE SPORTSWEAR, INC., a Florida corporation and KAREN D. DONNELLY, Case No. 502011CA006192XXXXMB

Plaintiffs,

v.

MONIQUE D. MATHESON, WILLIAM
MATHESON, AND HAROLD
PEERENBOOM,

Defendants.

SUBPOENA DUCES TECUM WITH DEPOSITION

THE STATE OF FLORIDA:

TO: Isaac Perlmutter
2000 S. Ocean Boulevard
Apartment 409N
Palm Beach, FL 33480-5233

YOU ARE HEREBY COMMANDED to appear before a person authorized by law to take depositions at Cole, Scott & Kissane, 1645 Palm Beach Lakes Blvd., 2nd Floor, West Palm Beach, Florida 33401 on Wednesday, February 27, 2013 at 9:00 am, in the above-styled cause and to have with you the following:

1. Any and all agreements, correspondence, notes, telephone messages, memoranda, emails, facsimile transmissions, text messages, and any other communications, both written and electronic, between you, either personally or any behalf of any other person or entity, and any other person or entity Plaintiffs, on any matter(s) relating to KAY-DEE SPORTSWEAR, INC., and/or KAREN D. DONNELLY, and/or any tennis related activities at SLOANS CURVE CONDOMINIUM and/or any business activities operating out of the tennis pavilion at that Association.
2. Any and all documents in your possession, custody or control, both written and electronic, in any way relating to Plaintiffs, KAY-DEE SPORTSWEAR, INC., and/or KAREN D. DONNELLY, and/or any tennis related activities at SLOANS CURVE CONDOMINIUM and/or any business activities relating out of the tennis pavilion at that Association.


3. Any and all documents in your possession, custody or control, both written or electronic, pertaining to the representation of any individual or entity on any matter(s) relating to Plaintiffs, KAY-DEE SPORTSWEAR, INC., and/or KAREN D. DONNELLY, and/or any tennis related activities at SLOANS CURVE CONDOMINIUM and/or any business activities operating out of the tennis pavilion at that Association, including, but not limited to, any documents or communication from Counsel for any party in the instant matter.

You are subpoenaed to appear by the following attorney or unless excused from this subpoena by these attorneys or the court, you shall respond to this subpoena as directed.

IF YOU FAIL TO APPEAR OR PRODUCE THE ABOVE REQUESTED RECORDS, YOU MAY BE IN CONTEMPT OF COURT

Dated on _____

William M. Douberley
1000 Sawgrass Corporate Parkway, Suite
590
Sunrise, FL 33323
Telephone: (954) 838-8832
Facsimile: (954) 838-8842
Florida Bar No. 126900
Attorneys for Defendant, Harold
Peerenboom

By: 
William M. Douberley
For the Court

(CERTIFICATION OF COMPLIANCE WITH HIPPA REQUIREMENTS FOR SUBPOENA OF MEDICAL RECORDS)

I hereby certify that written notice has been provided to the individual, or the attorney for the individual, whose documents are sought, that the notice included sufficient information about the litigation or proceeding to permit the individual to raise an objection to the production of the requested documents, and that the time to raise an objection has elapsed and no objections were filed. (Please see attached Notice of Production of Non-Party as evidence of notice to the individual's attorney from whom documents are sought.)

NOT A CERTIFIED COPY

EXHIBIT 14

NOT A CERTIFIED COPY

From: wdouberley@dc-atty.com
Sent: Wednesday, January 23, 2013 12:25 PM
To: tracymurphy@chubb.com
Subject: Kay-Dee Sportswear, Inc. v. Matheson Note of telephone conference POLICY 30116524
DATE OF LOSS 10/01/2011 Claims Ref 014512003466
Attachments: 207325.pdf
Sensitivity: Private

Note of telephone conference

William M. Douberley, Esq. | Special Litigation Counsel | Douberley & Cicero | Chubb & Son Staff Counsel
1000 Sawgrass Corporate Parkway | Suite 590 | Sunrise, FL 33323 | ☎ (954) 626-5073 | 📠 (305) 608-5653 | 📠 (954) 838-8842

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- 207325.pdf

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Memorandum of Telephone Conference
William M. Douberley

WITH: Harold Peerenboom
RE: Kay-Dee Sportswear, Inc. v. Matheson
30116524/006/01 D/L: 10/01/2011
DATE: January 22, 2013

I have received several calls over the past several days regarding the depositions of the Perlmutter and the dissemination of another set of defamatory letters at the association and in Toronto. Postal inspectors, State Attorney investigators, private investigators and private counsel are working to discover the source of the letters, including the use of DNA technology.

He is concerned that Mrs. Perlmutter's deposition was not reset, because he says "she is the weak one," and both are petrified of examination for risk of perjury. The postal authorities have confirmed that Perlmutter and another are the source of the money to fund the tennis pro's suit. I will try to get a subpoena issued so he can help the process server before he leaves town.

His private attorney is coming by to review our files to obtain complete copies of documents he needs for the defamation investigation.

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EXHIBIT 15

NOT A CERTIFIED COPY

LAW OFFICE
DOUBERLEY & CICERO
STAFF COUNSEL OF CHUBB & SON, A DIVISION OF FEDERAL INSURANCE COMPANY
1000 SAWGRASS CORP. PKWY., SUITE 500
SUNRISE, FL 33323

WILLIAM M. DOUBERLEY
wdouberley@dc-atty.com

(954) 838-8832
FAX (954) 838-8842
DIRECT (954) 626-5073

January 9, 2013

Tracy Murphy, BBA, FCIP
Chubb Insurance Company of Canada
1 Adelaide St., E
Toronto, ON MSC 2V9

Re: Kay-Dee Sportswear, Inc. v. Matheson
Our File Number: 30116524
Date of Loss: 10/01/2011
Claims Reference #: 014512003466

DEPOSITION REPORT

Dear Tracy:

The following is a summary report on the depositions of *Sandra and Richard Bornstein*

Name of Deponent: Sandra Bornstein

Relationship to Parties: Resident of the Residences; listed as witness by Plaintiff

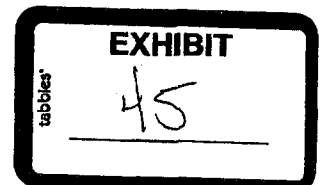
EVALUATION OF WITNESS: Sandra Bornstein was represented by counsel at her deposition, which was noticed by counsel for the co-defendant. She obviously was unhappy about being deposed and was uncertain as to specific events.

She was born in 1941 in Providence, RI, and moved here 30 years ago. She lives with her husband, Richard, in the Residences at 2 Sloan's Curve Drive. They have lived there for 20 years. She was on the architecture committee but has not served on the board.

KEY TESTIMONY REGARDING LIABILITY: She does not play tennis but knows Karen Donnelly as the tennis pro who runs the tennis facility. She is not a social friend but knows her sister, Sharon, who is a friend as a friend. Her husband has not played tennis in years.

She knew of this suit from the Perlmutter's, who are very good friends. They are together 2 or 3 times per week. She knows that Ike is a tennis player, but he does not talk about this suit. She knows the Mathesons as neighbors; they are not social friends.

She heard people at the gym last year talking about the trouble the Residences and its president were causing Karen. Bill Matheson was the president at the time. Peerenboom also was a member of the board at the time. The issues questioned Karen's job: selling clothes and her salary. Her personal opinion is that Karen was doing her job, and everyone (the tennis players) loved her.



BSKS DOUBERLEY_000165

Her husband has been a director of the Residences.

She was not aware that Matheson resigned as a director, nor was she present at the time. She went to one meeting last year in March; her name is referenced in the minutes as being present. [Frasier Exh 4] She went to the meeting because her neighbor had a sand pile near their property that had become a nuisance. Matheson was leading the meeting, and Peerenboom was there. She did not recall anything about the resignations mentioned in the minutes.

She was shown the letter that is the basis for the plaintiff's complaint and recalled seeing it before, at the end of last season: April. She does not recall who showed it to her, but she believes her husband discussed these issues with Peerenboom. It was in the time frame that people were talking about Karen. She believes that it was given to her husband at the March meeting; there were papers passed then. She believes that it was drafted by Matheson; he spoke of some aspects of the subject matter at the meeting. She does not know who handed it to her husband. She was not aware that either defendant passed it to anyone in the community.

She acknowledged that board meetings are for complaints to be raised and discussed.

She does not know specifics of Karen's contract. Other people said that Matheson was going after or challenging Karen because she was competing with his wife's real estate business.

She has not discussed this case with Karen. She only told the Perlmutter that she was being deposed. He refused to talk about the suit.

Some of the tennis players asked "Is this true?" but none expressed a dislike for Karen. She has heard nothing from others about Peerenboom.

She has heard that people are helping Karen with the suit. She believes that the Perlmutter are helping Karen, but she is not certain that it is true. He refuses to discuss it, but she assumes so, because he plays tennis.

KEY TESTIMONY REGARDING DAMAGES: She said that to her knowledge people do not think less of Karen because of the events in suit.

Name of Deponent: Richard Bornstein

Relationship to Parties: Neighbor, former board member, witness

EVALUATION OF WITNESS: Richard Bornstein appears to be much younger than his wife and made a credible appearance as a witness. He is aware of the suit but has not discussed this suit with Karen. That the suit was filed is common knowledge.

He was born in 5/3/50 in Providence, RI, and moved here in the early 80's. He and his wife own another home in Providence but live here 7 months a year. He is president and CEO of a real estate investment group in Providence.

KEY TESTIMONY REGARDING LIABILITY: He knows Matheson as a resident but not as a friend. He and Peerenboom belong to the same club, and they speak. He has no ill feelings toward him. He knows Karen as the tennis pro and to say hello. He does not play tennis and has not taken lessons from her.

He has been a member of both boards. He served for 15 years on the board at the Residences, ending just before Matheson's and Peerenboom's tenure. He had been president for 13 years, and "enough was enough." It was not because of any conflict with either of them.

In 2011 he was not a member of the board. He served as a representative of the Residences on the Sloan's Curve HOA; someone from the Residences had to serve on that board.

He described generally his role as president, which was intended to provide a predicate for the qualified privilege. His role included limited oversight of the budget and review of contracts. If anyone had any problems they would be heard at the end of the meeting. He felt free to raise issues and said that directors had an obligation to voice any concerns they had regarding the association. He sought the advice of counsel on occasion on association matters.

He was not aware of any contracts that exceeded 10% of the budget and was not aware of any requirement for bid.

After his presidency he attended only one meeting, and he identified the 3/25/11 minutes. He attended because his wife and he had a problem with a neighbor's sand blowing onto his property. Matheson was president at the time and Peerenboom, a board member, was present. Matheson read his letter of resignation, citing improprieties by the SCHA board. He agreed that Matheson had a right to use that forum to voice his concerns, although he did not believe that his statements were true. Contrary to the minutes, he did not recall specific phone calls stating that Matheson was the cause of all of the problems and does not understand the comment in the minutes. In fact, he was not aware of any problems.

The board asked for a volunteer to sit on the board of SCHA, but no one volunteered. He recalls discussing Karen's contract. He constantly heard from members of the board that she was being overpaid. He agreed that they had a right to voice those opinions. He did not recall discussing her contract specifically.

He recalls seeing the letter at the board meeting. He assumed that it was written by Matheson, because he was president, and the letter was at the meeting. He never asked who wrote it. Without agreeing with the points raised, he did not disagree that they were appropriate for discussion. He characterized the points as allegations and did not know whether they were true, but he would be concerned if they were true. The points were discussed by Matheson at the board meeting.

Near the end of the meeting he asked for a copy of the document from Peerenboom, who was holding it at the time. He sought to settle the issues and not to verify them. Within a week he brought it to Ike Perlmutter, a resident of the 2000 Association, in an effort to settle their differences. He is the only person he showed it to, and he asked for a copy. He has no knowledge of what Perlmutter did with it, but Perlmutter said he would try to get some answers. Perlmutter did not ask who wrote it. He does not know what Perlmutter actually did with the letter, but within a week he was shown a letter from the president of SCHA addressed those same issues, and so he assumed that the letter was the impetus.

He is not aware of any distribution of the letter by Peerenboom or Matheson other than reading a single copy to the members of the board at the meeting.

He acknowledged that the Perlmutter are close friends of theirs. He did not discuss any of the issues in the letter with Perlmutter. He read the complaint only after conferring with his lawyer.

There has been no discussion with Perlmutter regarding the suit other than to say that there is a suit. He did not want to discuss it and does not know whether he is assisting Karen with the suit. Perlmutter plays tennis and continues to speak highly of her.

He has heard in general discussion at High Ridge Country Club that the defendants are trying to get Karen fired. The other members from the Residences are Postal, Sloan, Granoff, Gales and Peerenboom, but he denied that any of them made the comment. He did not have any information regarding Karen's real estate license and did not know whether these issues arose coincidental with that.

He heard that the Mathesons were trying to get Karen fired because of competition with Mrs. Matheson's real estate business. He is not aware that she had a monopoly and has no knowledge that the allegations are true. He did not hear the same about Peerenboom.

Matheson hire Bob Moore to investigate the tennis program with the Town of Palm Beach? He knew of no retention or any authority extended by the HOA.

He has heard about letters slandering Peerenboom, alleging despicable acts, but has not seen any of them. He would not consider anything in the letter at issue to be despicable. He has no idea who authored or distributed the letters. No one believes it. He does not know anyone who has such ill feelings toward Peerenboom.

EXHIBITS: Board minutes and the letter that provides the basis for the suit.

EFFECT ON LIABILITY EXPOSURE: The decision was made not to attempt to impeach these witnesses, since they tried hard to distance themselves from any testimony that would be harmful to our defense.

Richard Bornstein established the basic elements of the qualified privilege and confirmed that all communications respecting the subject letter were expected from a director and intended to resolve the problems at the HOA regarding the tennis director. His testimony confirmed the qualified privilege. He had no direct knowledge of actual malice.

EFFECT ON DAMAGES EXPOSURE: The plaintiff's reputation and popularity remain intact.

STRATEGY, PLAN AND RECOMMENDATIONS: We will move ahead with the depositions of the Perlmutter, which will be important. I will send a §57.105 letter to the plaintiffs to set them up for a claim for attorney's fees. I recommend that we also file a proposal for settlement in the amount of \$100. I recommend that we delay the motion for summary judgment until the Perlmutter depositions have been completed.

Cordially,

William M. Douberley

cc: Harold Peerenboom

EXHIBIT 16

NOT A CERTIFIED COPY

IN THE CIRCUIT COURT OF THE
FIFTEENTH JUDICIAL CIRCUIT
IN AND FOR PALM BEACH COUNTY, FLORIDA

CASE NO. 502013CA015257XXXXAI
502015CA001012XXXXAI

HAROLD PEERENBOOM,

Plaintiff,

vs.

ISAAC ("IKE") PERLMUTTER,
LAURA PERLMUTTER, and
JOHN/JANE DOES 1 to 10,

Defendants.

HEARING HELD BEFORE THE HONORABLE JUDGE SASSER

APRIL 8, 2016
1:30 P.M. TO 4:25 P.M.

PALM BEACH COUNTY COURTHOUSE
205 NORTH DIXIE HIGHWAY
COURTROOM 9D
WEST PALM BEACH, FLORIDA

REPORTED BY:
MELISSA KALLAS
NOTARY PUBLIC, STATE OF FLORIDA



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APPEARANCES OF COUNSEL

ON BEHALF OF THE PLAINTIFF:

ROY BLACK, ESQUIRE
JARED M. LOPEZ, ESQUIRE
BLACK, SREBNICK, KORNSPAN & STRUMPF, PA
201 BISCAYNE BOULEVARD
SUITE 1300
RBLACK@ROYBLACK.COM
JLOPEZ@ROYBLACK.COM
JQUINN@ROYBLACK.COM

ON BEHALF OF THE DEFENDANTS:

MICHAEL BOWEN, ESQUIRE
JONATHAN E. MINSKER, ESQUIRE
BRADLEY P. LERMAN ESQUIRE
1441 BRICKELL AVENUE
SUITE 1420
MIAMI, FLORIDA 33131
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WITNESS: HAROLD PEERENBOOM

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WITNESS: DETECTIVE LARRY MENNITT

DIRECT EXAMINATION:
By Mr. Bowen: 112

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1 Q. They had to sit in a specific chair in front
2 of a specific table?

3 A. Yes. At a table yes, at a chair, no.

4 Q. That was all part of your plan, wasn't it?

5 A. More specific?

6 Q. The plan was to get them in that chair,
7 sitting in front of that table, so you could take their
8 DNA?

9 A. Yes.

10 Q. Now you have had quite a bit of litigation in
11 your time, haven't you?

12 A. Yes.

13 Q. You know how courts operate?

14 A. Generally.

15 Q. You know that documents, when they are used in
16 court, are marked as exhibits?

17 A. Yes.

18 Q. Now, the papers used by Mr. Sinke and Mr.
19 Douberley at this deposition, were not marked as
20 exhibits, were they?

21 A. I don't recall go.

22 MR. BLACK: Please put up Defendant's Exhibit

23 8-2 A.

24 MR. BOWEN: Can I interrupt for a second, just
25 in terms of orderly process, I would like to see



1 involved in any conversations with him to the best of my
2 knowledge with Mr. Douberley, that I could recall.

3 **Q. But you spoke to Mr. Sinke before the**
4 **deposition, didn't you?**

5 A. No, I said hello to him, there's no specifics.

6 **Q. Now, Speckin Forensics, it is run by a man**
7 **named "Eric Speckin," correct?**

8 A. Yes.

9 **Q. You had spoken to him before this?**

10 A. Yes.

11 **Q. He's the one that sent Sinke to the**
12 **deposition?**

13 A. Yes.

14 **Q. In order to get the DNA?**

15 A. Yes.

16 **Q. The intent was once you get the DNA, was to**
17 **analyze it and have it tested?**

18 A. Yes.

19 **Q. Let me show you an excerpt from Mr.**
20 **Perlmutter's deposition, Exhibit 13.**

21 MR. BOWEN: Your Honor, I have an objection to
22 the use of this excerpt.

23 THE COURT: What is the legal basis?

24 MR. BOWEN: Judge, I believe Judge Cox, who
25 was residing over this Kay-Dee action, signed an



1 A. I remember it was a very difficult situation
2 where they tried to extort money from me, but I don't
3 remember what happened other than my wife and my mother-
4 in-law asked me not to pursue civil after they perjured
5 themselves in court, that is all I recall, sir.

6 Q. Are you saying that you don't recall filing
7 this civil suit?

8 A. I'm saying "I don't recall."

9 Q. Let's go back to the bottom of the response,
10 and the second one. Isn't it a fact that just asking
11 for documents is sanctionable misconduct, what would you
12 call taking somebody's biological material at a
13 deposition?

14 A. I was not aware it was an offense.

15 Q. Mr. & Mrs. Perlmutter's biological material
16 was taken under false pretenses, wasn't it?

17 A. Yes.

18 Q. Is it wrong to deceive people?

19 A. Yes.

20 Q. Is it wrong to lie to them?

21 A. I did not lie.

22 Q. Can you deceive people in good faith?

23 A. I was led to believe by the police and the
24 lawyer, if they discarded items, we were allowed to pick
25 them up, I was going with what I was aware.



1 Q. You are a member of Mar-a-Lago?

2 A. Yes.

3 Q. Could you go into the dining room there and
4 take Donald trump's DNA?

5 A. No.

6 Q. Why not?

7 A. I'm not allowed to, I'm told that by my
8 lawyers.

9 Q. Before you were told, would it be all right,
10 because you were ignorant of the law, would you think it
11 would be all right to go in and take his DNA?

12 A. We were going to do that at Cafe Europe, the
13 difference between the two of them is that the owner of
14 the restaurant arranged that with the police, I would
15 have had to get permission from Mar-a-Lago to do this.

16 Q. There were no police officers at the
17 Perlmutter deposition?

18 A. No.

19 Q. There were no police officers to collect the
20 information at the Perlmutter deposition?

21 A. No.

22 Q. It was only a private person hired by you?

23 A. By Mr. Speckin.

24 Q. You hired Mr. Speckin?

25 A. I asked Mr. Speckin to follow the directions



1 of the Detective Menniti to please make sure that any
2 information that you pick up is done in a secure manner
3 by a certified individual.

4 **Q. Did you hire Mr. Speckin?**

5 A. Yes, I did.

6 **Q. And Mr. Speckin on your behalf sent Michael**
7 **Sinke to the deposition?**

8 A. Yes.

9 **Q. Why didn't the police go?**

10 A. I don't know.

11 **Q. You know DNA contains a lot of personal**
12 **information about people?**

13 A. Yes.

14 **Q. It can tell if they are susceptible to**
15 **diseases?**

16 A. Yes.

17 **Q. Alzheimer's?**

18 A. Yes.

19 **Q. Whether or not they ever mental problems?**

20 A. I have no idea.

21 **Q. This is fairly personal information, isn't it?**

22 A. Yes.

23 **Q. It is like your medical records?**

24 A. Yes.

25 **Q. You have a company called WW Work?**



EXHIBIT 17

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IN THE CIRCUIT COURT OF THE
FIFTEENTH JUDICIAL CIRCUIT
IN AND FOR PALM BEACH COUNTY, FLORIDA

CASE NO. 502013CA015257XXXXAI
502015CA001012XXXXAI

HAROLD PEERENBOOM,

Plaintiff,

vs.

ISAAC ("IKE") PERLMUTTER,
LAURA PERLMUTTER, and
JOHN/JANE DOES 1 to 10,

Defendants.
_____ /

HEARING HELD BEFORE THE HONORABLE JUDGE SASSER

APRIL 25, 2016
3:02 P.M. TO 4:19 P.M.

PALM BEACH COUNTY COURTHOUSE
205 NORTH DIXIE HIGHWAY
COURTROOM 9D
WEST PALM BEACH, FLORIDA

REPORTED BY:
MELISSA KALLAS
NOTARY PUBLIC, STATE OF FLORIDA



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WITNESS: HAROLD PEERENBOOM

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CROSS-EXAMINATION CONTINUED:
By Mr. Black:

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1 Q. And he sent down this man from Michigan at
2 great expense, right?

3 A. Yes, 5 grand.

4 Q. With special paper?

5 A. I knew about the bottle at all times.

6 Q. With special paper?

7 A. I repeat. I have no recollection of when
8 exactly in that room he told me, all I recall is that
9 they asked me not to touch the paper.

10 Q. Why did they keep you in the dark about
11 getting the DNA, that is what they were hired for?

12 A. Well, there were other people in the room,
13 sir, when I walked in.

14 Q. But you had many conversations with Erich
15 Speckin?

16 A. Yes.

17 Q. Didn't he tell you that they set this whole
18 thing up with somebody from Michigan with special paper
19 to collect the DNA?

20 A. I have no recollection of that conversation.

21 Q. Well, when did you find out?

22 A. I recall, it happened at the deposition.

23 Q. At the deposition, they told you they were
24 getting the DNA with that paper?

25 A. No.



EXHIBIT 18

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CHUBB INSURANCE COMPANY OF CANADA LITIGATION MANAGEMENT GUIDELINES

General

We will direct new cases to one lawyer within the firm. In most instances, we expect that this lawyer will be the one who will assume primary responsibility for the case. However, we do recognize that other individuals, such as lawyers of different levels of experience, paralegals and law clerks, may be better able to provide the necessary services in a more efficient and cost effective manner. We therefore require a proposal from you as to who you recommend should staff the case. This proposal must be sent within 72 hours of assignment, and should include the rates for all individuals proposed to be involved in the case. We must agree, in writing, to any increase in compensation rates prior to fees appearing on the bills at the new rate.

Your fee statements should be rendered to us on a quarterly basis in accordance with the billing criteria set forth below. Included in the summary below is an indication of the information and reports we will require with respect to this matter. We would appreciate if you could provide the following information and/or documents as soon as possible:

1. Copies of the pleadings filed in the litigation, including Motions records;
2. Your estimate of expected defence costs for the life of the case;
3. Your analysis of the case, from the perspective of both liability and damages;
and
4. A summary of the present status of the matter and anticipated next steps.

Please note that you are expected to consult with and seek approval of the Chubb claim representative before undertaking any significant activity in the litigation, including that which may in any manner bind Chubb and/or the insured(s). Moreover, it is expected that defence counsel will obtain the approval of the Chubb claim representative of all documents to be filed in respect of the defence of the claim, including, but not limited to, Statement of Defence(s), Affidavit of Documents, Cross-claims, Counterclaims, Demand for Particulars, Jury Notices, and motion materials.

Billing Criteria

Fees and expenses should accurately reflect the cost of work necessary to defend or resolve the claim. Only those reasonable and necessary fees and expenses allocable to a covered loss (or determination of coverage for a loss) will be considered for payment or used to satisfy any deductible provisions on an Insured's policy.

We reserve the right to review and audit all fees and disbursements submitted by defense counsel, including the right to examine counsel's files. We also reserve the right to examine and audit all charges paid by the Insured pursuant to a self-insured retention or deductible.

- 1) All charges for services by attorneys and paralegals must be billed at the actual time incurred and in .1 hour increments. The time for each activity must be separately stated. Grouping multiple activities under a single time charge is not acceptable.
- 2) We normally pay for only one solicitor to accomplish any single task. For example, we would not pay for two or more solicitors attending examinations or court hearings without prior approval. We will not pay for any solicitor re-doing the work of another solicitor nor for duplicated entries for reviewing and analyzing documentation and legal research. We will not pay for repeated file reviews

- 3) Conferencing among solicitors in the office is generally not compensable, unless the conference is a necessary strategy meeting relating to some significant legal event, such as an upcoming trial or examination. Subject to certain exceptions, such as internal expert consultants, only the senior solicitor's time will be compensable.
- 4) We encourage the use of paralegals. Assignment of work to paralegals should not result in duplicative work by solicitors. Paralegal time will be paid at reasonable and customary rates subject to the above. Routine administrative work does not qualify as billable activity, such as photocopying, filing, typing document retrieval etc.
- 5) We require you to obtain approval from us before extraordinary expenses may be incurred. These include such items as investigative services, litigation support services, rental or purchase of computers or other equipment, videotaping of examinations, retention of experts, extensive travel, etc. Copies of the invoices for such expenses should be attached to your firm's fee statement.
- 6) Prior consultation with the file handler is required before drafting or filing any Motions not in the original litigation plan.
- 7) General overhead and administrative costs are considered part of the hourly rate. Therefore we will not pay for such costs, including but not limited to word processing time, overtime and premium charges for billings for solicitors and support staff, review and preparation of firm invoices, or charges for use of in-house conference rooms. We will agree to pay the actual cost for the reasonable and necessary use of messenger or overnight delivery service and long distance telephone services.
- 8) We require detailed billing setting forth the work performed by each individual. All billing time must be in tenth of an hour increments. "Narrative" or "Block" billing is unacceptable. Conferences, via telephone or otherwise, should specify the participants and the subject matter discussed.
- 9) When travel is necessary, we request that you utilize cost-effective travel arrangements. We will not reimburse for first-class, business-class or similar travel. Travel time outside of the local area (100km. radius) will be reimbursed in full. Automobile travel will be reimbursed at the prevailing CCRA mileage rate. Meals are only reimbursable when travelling outside of the local area.
- 10) Legal research on non-coverage cases is to be avoided. Where necessary, it must be performed by the most junior individual as possible to achieve cost efficiency without compromising quality. A copy of the research memo must be provided to the file handler. No research in excess of .5 will be accepted on any cases without prior approval.
- 11) All external expenses must be itemized in full upon presentation of the appropriate receipts.
- 12) Repeated file reviews are not billable.
- 13) Internal photocopying expenses will be reimbursed at the actual cost to the firm, up to a maximum of \$0.15 per page.
- 14) Facsimile charges, with the exception of actually incurred long distance charges are considered part of the firm's overhead and will not be reimbursed.
- 15) Postage charges are considered part of the firm's overhead and are not reimbursable
- 16) Computer assisted research is not reimbursable, with the exception of the actual billable time of the individual performing the research.

Reporting Criteria

It is important to us that we be kept advised of the conduct of our insured's defence. We would therefore ask that you provide us with periodic status reports to enable us to evaluate our insured's potential exposure. Unless we provide an exception, it is expected that your reporting will be done utilizing our *Litigation Reporting form*.

Among the reports which we would like to be provided are:

- 1) A realistic budget estimating total costs for the life of the case, outlining the tasks to be undertaken and associated costs. We would appreciate having this budget, to the extent possible, within 30 days of your receipt of this letter. If this is not possible, please let us know what information you would require in order to be able to prepare one, and when you expect to be in possession of that information. Budget estimates should be kept current, if developments during the conduct of the matter warrant a re-evaluation of your budget, we would ask that you so advise as soon as possible.
- 2) The initial and on-going strategy for defence or settlement, including factual analysis of the issues relating to liability and damages, and a description of planned activity, along with a timetable for its completion. These reports should be updated at least quarterly to keep them current. Any insight you can provide regarding the judge, opposing counsel, or jurisdiction would be appreciated.
- 3) Copies of any and all significant pleadings.
- 4) Summaries of Examinations for Discovery.
- 5) Consideration of Alternative Dispute Resolution ("ADR") to expedite the resolution of claims. We ask that when appropriate your status reports include your assessment of whether/when this particular matter is suitable for ADR in light of the issues involved and developments in the case.
- 6) Significant court dates, such as Discoveries, Motions, settlement conferences, ADR, pre-trial conferences and trial dates.
- 7) All settlement demands and offers, to be forwarded immediately upon receipt.

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EXHIBIT 19

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IN THE CIRCUIT COURT OF THE 15TH
JUDICIAL CIRCUIT IN AND FOR
PALM BEACH COUNTY, FLORIDA

CASE NO.: 502013CA015257XXXXMBAI
502015CA001012XXXXAI

(CONSOLIDATED FOR DISCOVERY PURPOSES ONLY)

HAROLD PEERENBOOM,

Plaintiff,

vs-

ISAAC ("IKE") PERLMUTTER and
LAURA PERLMUTTER,

Defendants.

ISAAC ("IKE") PERLMUTTER and
LAURA PERLMUTTER,

Counter-Plaintiffs,

vs-

HAROLD PEERENBOOM, et al,

Counter-Defendants.

EVIDENTIARY HEARING

BEFORE THE HONORABLE MEENU SASSER
TUESDAY, OCTOBER 10, 2017
1:30 P.M. TO 5:00 P.M.

PALM BEACH COUNTY COURTHOUSE, COURTROOM 9C
205 NORTH DIXIE HIGHWAY
WEST PALM BEACH, FLORIDA 33401

REPORTED BY:
VICTORIA AIELLO MILLER, COURT REPORTER
NOTARY PUBLIC, STATE OF FLORIDA



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6

1 **Q. And you read Mr. Peerenboom's testimony?**
 2 A. At some point I read it. Not carefully.
 3 **Q. Did you read Mr. Peerenboom's testimony?**
 4 A. I doubt that I read it word for word, no.
 5 **Q. Okay. You read Detective Menitti's testimony?**
 6 A. No.
 7 **Q. You did not?**
 8 A. No.
 9 **Q. Well, when we were here last time, at page 165**
 10 **of the record, you said, "Anyway, we didn't know about**
 11 **it. And looking back on it, you wonder why somebody**
 12 **didn't raise a flag if it was such an issue. And I**
 13 **think Menitti testified he never heard of it." Now,**
 14 **where did you get that idea as to what Menitti testified**
 15 **to?**
 16 A. From one of the attorneys or from my client.
 17 **Q. Mr. Peerenboom told you that?**
 18 A. I don't know where I got it, but I do remember
 19 that someone made reference to the fact that he didn't
 20 remember some things that are in e-mails. I have
 21 reviewed e-mails carefully but not testimony.
 22 **Q. All right. And then last time, let me show**
 23 **you so we don't -- Let me have the first set. I have a**
 24 **set of exhibits that I will hand up to you that will**
 25 **make it quicker to go through.**

7

1 **At page, take a look at Exhibit 919-B, at page**
 2 **166 of your testimony. Do you recall testifying that,**
 3 **"The deposition simply provided an opportunity for the**
 4 **client to take forensic evidence. How anybody could**
 5 **think this was, this was contrived to schedule a**
 6 **deposition for that purpose isn't reading the record."**
 7 **You're talking about the record in this case, correct?**
 8 A. The record in this hearing.
 9 **Q. Well, this hearing didn't have a record yet.**
 10 **It's the record in this case that the Court's order is**
 11 **based on, isn't it?**
 12 A. No, that's not the record I was referring to.
 13 **Q. Well --**
 14 A. We were making a record at that hearing.
 15 **Q. Yes, but you were saying how in the world**
 16 **could the judge find that the crime fraud applied based**
 17 **on the record of this case. And the record of this case**
 18 **was formulated in August-- excuse me, April and May of**
 19 **2016. You were just adding to it, weren't you?**
 20 MR. BACHI: Object to the form of the
 21 question, the narrative and mischaracterizing the
 22 witness' testimony.
 23 THE COURT: Overruled. You can answer.
 24 THE WITNESS: Yeah. I'm looking at the
 25 context. I think that that referred to the entire

8

1 record.
 2 BY MR. BLACK:
 3 **Q. All right. Please turn to the next exhibit**
 4 **which is 408-F. They is part of Mr. Peerenboom's**
 5 **testimony of April 8, 2016 which is part of this record.**
 6 **Mr. Peerenboom under questioning:**
 7 **Question: "Mr. and Mrs. Perlmutter's**
 8 **biological material was taken under false pretenses,**
 9 **wasn't it?"**
 10 **Answer: "Yes."**
 11 **Question: "Is it wrong to deceive people?"**
 12 **Answer: "Yes."**
 13 **Are you aware that Mr. Peerenboom testified to**
 14 **that under oath in this courtroom?**
 15 A. No.
 16 **Q. And that that's part of this record?**
 17 A. If you say it is. I don't-- I assume it is
 18 part of the record but that's not what I was referring
 19 to. That's not the record I'm referring to.
 20 **Q. Yes, but isn't it a fact that he is exactly**
 21 **right? The Perlmutter's biological material was taken**
 22 **under false pretenses, wasn't it?**
 23 A. Yes.
 24 **Q. Isn't it-- Well, let me back up.**
 25 A. No pretenses were made. Because your next

9

1 question it is wrong to lie to them. And he said I did
 2 not lie, and that's true. No one lied to anybody. The
 3 fact is, nobody raised the issue.
 4 **Q. Oh, so I understand your defense that nobody**
 5 **ever called you out for anything so therefore it was**
 6 **acceptable; is that what you're telling us?**
 7 A. I think that if something untoward is going on
 8 in the presence of a strange person, it certainly could
 9 have been brought up. But that's different from
 10 deceiving. Deceiving is outright lying to somebody and
 11 no one was lied to here.
 12 **Q. Well, let's examine that.**
 13 A. Surreptitious is different.
 14 **Q. Surreptitious is different --**
 15 A. To me.
 16 **Q. -- than deceptive, right?**
 17 A. To me.
 18 **Q. To you. Okay. You used what looked like a**
 19 **real exhibit and handed it to the Perlmutter's; isn't**
 20 **that correct?**
 21 A. It was a real exhibit.
 22 **Q. It wasn't marked as an exhibit, was it?**
 23 A. It didn't have to be marked. It was an
 24 exhibit.
 25 **Q. Look at Exhibit 802-A. Let's take a look at**

10	<p>1 this exhibit that you used. Turn a couple of pages. 2 Let's leave it right there. This is the so-called 3 exhibit, right? It doesn't have an exhibit sticker on 4 it, does it? 5 A. I think we've agreed that there was no exhibit 6 stickers for the deposition. 7 Q. Right. Let me ask you this: How many 8 exhibits have you ever seen that have a stamp: 9 "Caution, evidence chemically treated. Handle with 10 gloves." How many exhibits have you ever seen like 11 that? 12 A. You do know that that was put on by the 13 lab -- 14 Q. Sure. 15 A. -- after the deposition. 16 Q. Of course. You didn't do it ahead of time 17 because that be telling people what were you were doing. 18 Yes, this was done afterwards. 19 A. During the testing process. 20 Q. Yes. And you knew they were going to do this, 21 right? 22 A. I didn't know what they were going to do. 23 Q. You knew they were going to test this for DNA, 24 didn't you? 25 A. I assumed that someone would, but I didn't</p>	12
11	<p>1 know who was going to test it and what process they 2 would use. 3 Q. Let's make it clear for the record. When you 4 helped get the DNA, you knew the purpose of getting it 5 was to test it; isn't that correct? 6 A. Didn't help get DNA. 7 Q. You deny that you helped get DNA? 8 A. Correct. I provided an opportunity for a 9 technician to take bottles and to take these papers, but 10 not to get DNA. 11 Q. This was prepared by Mr. Sinke, right? 12 A. I assume so. He gave it to me. 13 Q. Not by a lawyer? 14 A. Correct. 15 Q. This was not prepared by a lawyer as an 16 exhibit in take deposition? 17 A. Most exhibits are not prepared, they're real 18 evidence, but, no. 19 Q. This was prepared by a technician for one 20 purpose, to get biological material from the 21 Perlmutter's; isn't that correct? 22 A. Fingerprints. 23 Q. And not only then, you had to be instructed on 24 how to handle it, right? 25 A. Keep my fingerprints off, correct.</p>	13



26

1 depositions but --

2 A. I don't believe that for a minute, but go

3 ahead.

4 Q. Yeah, finessing is just a fancy word for

5 deceiving them.

6 A. No.

7 Q. You fooled them?

8 A. No.

9 MR. BACHI: Objection. This is argumentative.

10 THE COURT: All right.

11 THE WITNESS: I don't take it that way.

12 BY MR. BLACK:

13 Q. Well, let me show you your Exhibit 85. This

14 is an e-mail to Tracy Murphy and attaches a report. And

15 if we could turn to page 3 of the report, if we can

16 highlight that, now this is the proper way of handling

17 exhibits, correct?

18 A. If it's material. If it's a material-- If it

19 turns out to be a material exhibit.

20 Q. This is about Mr. Davidow's deposition, isn't

21 it?

22 A. Yes, and it's thousands of pages of documents.

23 Q. It was done at or around, I think it was done

24 in January right before the Perlmutter's deposition?

25 A. Yes.

27

1 MR. BACHI: Objection. That mischaracterizes

2 the record.

3 BY MR. BLACK:

4 Q. Well, when was it taken?

5 A. Bornstein before, I guess, and Davidow after.

6 Q. When was Davidow taken?

7 A. I think it was the next one after.

8 Q. All right. So it was at or around the same

9 time?

10 A. We had the series of people who were involved

11 in the litigation, in the Kay-Dee litigation that were

12 to be deposed all together.

13 Q. So it was at or around the same time as the

14 Perlmutter's depositions?

15 A. After, yes.

16 Q. And this one, you didn't want the letters, the

17 hate mail to be marked, to be part of the record?

18 A. Right.

19 Q. But you marked them nevertheless?

20 A. I think that's because--

21 Q. I didn't ask because, I said you marked them

22 nevertheless?

23 A. No.

24 MR. BACHI: Objection. That mischaracterizes

25 the document. We should look at the document to

28

1 see if it was marked.

2 THE COURT: Hold up. Objection is overruled.

3 You can answer, Mr. Douberley. You can

4 explain.

5 THE WITNESS: Yeah. My point is, they were

6 marked at my request, but I don't think I pulled

7 out the letter. I think that it was done by

8 Mesches.

9 And he was ready to mark it and make it a part

10 of the record, and I said mark it, but I don't

11 want-- I don't want to have it a part of the

12 record.

13 These had not been made public yet at that

14 point, and we didn't want anybody seeing what had

15 been said about it.

16 BY MR. BLACK:

17 Q. So the way to handle it was to mark it and

18 have an agreement with the other side that you could

19 retain them in your file; isn't that right?

20 A. That's the common way of doing it.

21 Q. That's the common way of doing it, but you

22 didn't do that with the Perlmutter's, right?

23 A. Right.

24 Q. Please take a look at Exhibit 121-B, and if

25 you could put that up. And if we could just have the

29

1 first section there. Doesn't the rule require

2 "Documents and things produced for inspection during the

3 examination of the witnesses shall be marked for

4 identification"?

5 A. I never read it that way.

6 MR. BACHI: Your Honor, the title of this

7 says, "In foreign countries." I'm not sure--

8 THE WITNESS: Where are you reading from?

9 MR. BLAKC: I'm sorry, it's highlighting the

10 wrong thing.

11 THE COURT: I think he's reading 1.310 which

12 is the rule.

13 BY MR. BLACK:

14 Q. Look at 1.310(f)(1), page 65. Sorry, I didn't

15 realize. If we can get to (f)(1) of that. Thank you.

16 It says there starting on the third line, "Documents and

17 things produced for inspection during the examination of

18 the witness shall be marked for identification and

19 annexed to and returned with the deposition." Is that

20 correct?

21 MR. BACHI: Objection, that's an incomplete

22 reading of that.

23 BY MR. BLACK:

24 Q. Okay. "-- upon the request of a party, it may

25 be inspected and copied by any party except that the

<p style="text-align: right;">42</p> <p>1 that the Perlmutter were private people and it would be</p> <p>2 too hard to pick up their garbage?</p> <p>3 A. I never said that.</p> <p>4 Q. Please take a look at 919-C. If you could</p> <p>5 turn to page 174 at the bottom and 175 at the top.</p> <p>6 Now, last time you testified about why you</p> <p>7 didn't file a motion to have the Perlmutter give their</p> <p>8 DNA. Your answer was:</p> <p>9 "I didn't have time to go through some court</p> <p>10 process. I knew what kind of fight would be put up on</p> <p>11 the another side that would just complicate our lives."</p> <p>12 Is that what you testified to?</p> <p>13 A. Yes.</p> <p>14 Q. And I think you testified you took the DNA</p> <p>15 surreptitiously because it would be too much time and</p> <p>16 difficulty to actually go to a judge. Have I said that</p> <p>17 accurately?</p> <p>18 A. "It would complicate our lives." That's what</p> <p>19 I said.</p> <p>20 Q. All right. And please take a look at</p> <p>21 Defendant's Exhibit 28-2. You see that this is a</p> <p>22 Florida Appellate Court decision?</p> <p>23 A. Yes.</p> <p>24 Q. If you could turn to page 5 at the bottom of</p> <p>25 the page and take a look at the first sentence in the</p>	<p style="text-align: right;">44</p> <p>1 Q. And the court says that they should be given,</p> <p>2 in the middle of that paragraph, they should be given</p> <p>3 the opportunity to articulate any specific privacy</p> <p>4 concerns so the court can fashion rules to address the</p> <p>5 issue?</p> <p>6 A. Well, you're reading from the opinion. I'm</p> <p>7 not going to try to paraphrase it.</p> <p>8 Q. All right. You're familiar with Rule 1.360,</p> <p>9 aren't you?</p> <p>10 A. Not off the top of my head, no.</p> <p>11 Q. You know that there's a rule for which you can</p> <p>12 require people to undergo on physical examination, don't</p> <p>13 you?</p> <p>14 A. Yes.</p> <p>15 Q. And you have to file a motion in that rule,</p> <p>16 right?</p> <p>17 A. If it's an exam by a doctor, yes.</p> <p>18 Q. And you have to prove to the court that what</p> <p>19 you're asking to be examined is relevant to the cause of</p> <p>20 action in the case?</p> <p>21 A. If challenged, yes.</p> <p>22 Q. And you have to show good cause, don't you?</p> <p>23 A. Yes.</p> <p>24 Q. Now, when you talked about this being</p> <p>25 inconvenient and a real problem, you didn't want to go</p>
<p style="text-align: right;">43</p> <p>1 middle of that paragraph. The court says that you can</p> <p>2 file a motion-- Excuse me. You can get a buccal swab</p> <p>3 for DNA if you satisfy the good cause and in controversy</p> <p>4 requirements of Rule 1.360.</p> <p>5 MR. BACHI: Objection, Your Honor. This is</p> <p>6 legal argument and there is no predicate that this</p> <p>7 has anything to do with their case.</p> <p>8 THE COURT: Overruled. You can answer.</p> <p>9 THE WITNESS: I'm not-- I can't paraphrase</p> <p>10 this opinion.</p> <p>11 BY MR. BLACK:</p> <p>12 Q. All right. And then if you look at the bottom</p> <p>13 of the highlighting it says:</p> <p>14 "Additionally, without specifically analyzing</p> <p>15 its applicability, courts in this state have looked to</p> <p>16 Rule 1.360 to determine the propriety of orders</p> <p>17 requiring DNA testing when the testing was not ordered</p> <p>18 pursuant to a particular statute provided for such</p> <p>19 testing." And cites a number of cases. Do you see that?</p> <p>20 A. Yes.</p> <p>21 Q. And if we could go to page 8. Do you see</p> <p>22 where it says that:</p> <p>23 "Adrian and Evelyn have a privacy interest</p> <p>24 they seek to protect."</p> <p>25 A. That's what the court said in this opinion.</p>	<p style="text-align: right;">45</p> <p>1 to court, did you?</p> <p>2 A. Oh, it would take months.</p> <p>3 Q. Right. It would be too much trouble?</p> <p>4 A. Well, it would just take months. You know,</p> <p>5 everything is moving a pace. We're trying to get to</p> <p>6 summary judgment and we don't want this complication.</p> <p>7 Q. So you just don't follow the rules or the</p> <p>8 cases because it's inconvenient, it would take too much</p> <p>9 time; is that right?</p> <p>10 MR. BACHI: Objection. That's argumentative</p> <p>11 and mischaracterizes what occurred.</p> <p>12 THE COURT: Overruled. You can answer.</p> <p>13 THE WITNESS: No, that's not right. And it is</p> <p>14 argumentative.</p> <p>15 BY MR. BLACK:</p> <p>16 Q. Well, thank you. But, Mr. Douberley, can you</p> <p>17 just ignore the rules when you think they would be too</p> <p>18 much trouble?</p> <p>19 A. No rule required --</p> <p>20 Q. No rule required --</p> <p>21 A. --the court's approval to pick up a bottle</p> <p>22 after a deposition.</p> <p>23 Q. Do you think that you defrauded the court of</p> <p>24 its opportunity to rule on this matter before you seized</p> <p>25 somebody's DNA and had it tested?</p>

46

1 A. No.

2 **Q. Do you think that it violated your ethical**

3 **rules not to follow the rules of procedure in asking a**

4 **judge to make a determination on this?**

5 A. I don't agree that the rule requires it.

6 **Q. And you said that, what, "they would put up a**

7 **fight;" is that right?**

8 A. Well we could expect it. Look at this case.

9 **Q. Right. You knew that there would be a**

10 **dispute?**

11 A. Monumental fight, yes.

12 **Q. And aren't judges there to settle disputes?**

13 A. They are if you have to go that route.

14 **Q. You don't think that the Perlmutter's had a**

15 **privacy right in their DNA?**

16 A. No. Not from something that's left at a

17 deposition or something that they handled and left

18 there.

19 **Q. Please take a look at footnote 7 of Doe v.**

20 **SunTrust.**

21 MR. BACHI: Your Honor, I renew my objection

22 as having legal arguments with counsel.

23 THE COURT: Overruled.

24 BY MR. BLACK:

25 **Q. Do you see that? It says that genetic testing**

47

1 **should be afforded the same confidentiality afforded to**

2 **medical records?**

3 MR. BACHI: Objection. That's irrelevant

4 testing. It's irrelevant.

5 THE COURT: Overruled. He can answer.

6 THE WITNESS: Well, you jumped now to genetic

7 testing.

8 BY MR. BLACK:

9 **Q. I'm sorry?**

10 A. You've moved now to testing.

11 **Q. Yes. You knew that this DNA was going to be**

12 **tested?**

13 A. But I didn't know by whom or where it was

14 going to go. It was supposed-- As far as I knew, it was

15 going to the police and that's exactly what happened.

16 **Q. Well, actually, it didn't to go the police.**

17 **It went to a--**

18 A. Well, I expected it to go to the police and

19 that's all that's relevant.

20 **Q. Oh, you didn't care where it went, did you?**

21 A. Yes. He was represented by very capable

22 attorneys and very capable experienced investigators who

23 knew what they should be doing, and I expected them to

24 follow the rules.

25 **Q. You expected them to follows the rules, right?**

48

1 A. The case is on parallel tracks. That point

2 was made. Mr. Peerenboom had said to Menitti, I want

3 the criminal process to finish before I initiate civil.

4 Well, as it turned out, he didn't, but that's the

5 mindset at the point.

6 So, the difficulty is the police need a DNA

7 sample that they can take samples of. They don't want

8 to pay for the testing. They need chain of custody.

9 And this solved the problems, but it was all to go to

10 postal inspectors and the police.

11 **Q. Good. Did you ensure yourself that this DNA**

12 **went to the police and the postal inspectors?**

13 A. No, I didn't handle it after it was taken.

14 **Q. You did nothing to ensure that, did you?**

15 A. No.

16 **Q. Did you talk to Detective Menitti?**

17 A. Never.

18 **Q. Did you talk to the postal inspectors?**

19 A. No.

20 **Q. Did you talk to these so-called lawyers**

21 **representing Mr. Peerenboom?**

22 A. Why do you call them so-called?

23 **Q. I'm sorry. That was a misstatement. Did you**

24 **talk to the lawyers who were representing Mr. Peerenboom**

25 **in this DNA investigation?**

49

1 A. No.

2 **Q. The only person you talked to was Harold**

3 **Peerenboom, right?**

4 A. Yes.

5 **Q. And you made no independent effort to ensure**

6 **that Mr. and Mrs. Perlmutter's due process rights were**

7 **insured, did you?**

8 A. I was not aware of any due process rights

9 connected with the collection of DNA.

10 **Q. Now, due process is notice of what's going to**

11 **happen, right?**

12 A. None was required.

13 **Q. Due process is notice of what's going to**

14 **happen, right?**

15 A. If it's required, yes.

16 **Q. And given an opportunity to respond, correct?**

17 A. Yes, if it's required.

18 **Q. And you demanded that for yourself, didn't**

19 **you?**

20 A. I did.

21 **Q. And that's what you did in this certiorari.**

22 **You demanded your due process rights but you denied it**

23 **to the Perlmutter's, didn't you?**

24 A. Because there was no right that I recognized.

25 **Q. I know you didn't recognize it but the Rules**

50

1 of Civil Procedure in Florida do, don't they?

2 A. No.

3 MR. BACHI: Objection. This is argumentative.

4 THE WITNESS: This answer is no.

5 THE COURT: That's overruled. He's already

6 answered.

7 BY MR. BLACK:

8 Q. Why did the DNA have to be taken secretly?

9 A. It didn't have to be. We couldn't expect him

10 to do it voluntarily.

11 Q. Why not? Why didn't you ask?

12 A. Why hasn't he done it since then?

13 Q. Why didn't you ask?

14 A. Because we know the answer.

15 Q. Why? You mean, you assumed that they would

16 say no.

17 A. That's correct. Witness the fact he took his

18 bottle with him. He's nothing going to give anything

19 up.

20 Q. So that means you knew they wouldn't consent?

21 A. Correct.

22 Q. And you despite the fact you knew they

23 wouldn't consent to DNA, the collection of their DNA,

24 and the testing of their DNA, you went ahead and did it

25 secretly, right?

51

1 A. Yes. The same as if I take surveillance. You

2 don't ask people, can I take film of you leaving the

3 deposition, you do it secretly.

4 Q. Yeah, but they don't have rules about that

5 where you have to have a judge make a decision before

6 you can take substances from a person and test them?

7 MR. BACHI: Objection, argumentative and

8 mischaracterizes the rules.

9 THE COURT: All right. Sustained.

10 BY MR. BLACK:

11 Q. So other than the fact they wouldn't agree,

12 what was the strategy about doing this secretly?

13 A. So we could take samples from discarded

14 materials without there being any fuss about it. We

15 were able to control it, I assume through this

16 technician, and he could take it and do the process that

17 they are accustomed to doing.

18 Q. And this technician was an employee of

19 Speckin, correct?

20 A. I assume so, yes.

21 Q. They told you-- Mr. Peerenboom told you that

22 Speckin was sending the technician?

23 A. Yes, but I never knew the guy. Couldn't give

24 you his name if you asked me right now. But, yeah, I

25 knew they were-- I knew through Reesor, who I didn't

52

1 know either, they were sending somebody down who was

2 experienced in preserving chain of custody.

3 Q. Did you talk to Reesor?

4 A. No.

5 Q. So the only person you ever communicated with

6 about all these ideas was Harold Peerenboom?

7 A. Yes. I wasn't that involved in it.

8 Q. If we could put up, take a look at 174-H. If

9 you could put that up, page 16.

10 When I took your deposition, you said you

11 refused to answer the question as to why it was done

12 secretly saying it went to your strategy. What strategy

13 was that?

14 A. You reading something different than I am?

15 Q. Well, take a moment to read it.

16 A. Goes to my thought process. And later it says

17 goes to my strategy, which was my thought process and

18 goes to conversations with my client.

19 Q. And what was the conversation with the client

20 that you declined to tell us about at the deposition?

21 A. I don't know that we discussed why it had to

22 be done secretly, we just assumed that rather than

23 having some hue and cry coming from the witness, we had

24 a right to do this.

25 Q. You said you declined to testify, that this

53

1 was privileged in some way?

2 A. Okay.

3 Q. It goes to my strategy, it goes to

4 conversations with my client. So there must have been

5 some basis for you to invoke this privilege?

6 A. I think I've just explained all that there

7 was.

8 Q. Now, the Perlmutter's couldn't change their

9 DNA, right?

10 A. I assume not.

11 Q. Right. Their genome is going to remain the

12 same for the rest of their life?

13 A. Yes.

14 Q. So, I mean, it's not like there was any need

15 to grab it right away?

16 A. If I expected it to be of any use to me

17 whatsoever, as it turned out not to be, we couldn't go

18 through some lengthy process, whatever that was. And I

19 didn't research what the other process, what the court

20 process would be.

21 Q. Oh, good. What use was it going to be to you?

22 A. Because I don't know that he-- I don't know

23 that -- He filed his suit somewhere in the same time

24 frame. And that's really when we're off of any

25 expectation of cooperation at that point because of the

EXHIBIT 20

NOT A CERTIFIED COPY

From: perry@mandrake.ca
Sent: Friday, March 01, 2013 9:53 PM
To: wdouberley@dc-atty.com

I met with one of my labs today . We have both prints now and DNA . And thanks to you more that is been compared . If you want details call me whenever you want. Harold

Sent from my iPhone

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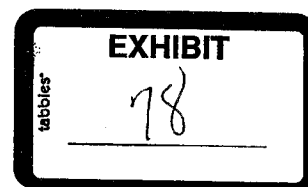


EXHIBIT 21


NOT A CERTIFIED COPY

From: wdouberley@dc-atty.com
Sent: Thursday, February 28, 2013 7:25 PM
To: tracymurphy@chubb.com
Cc: perry@mandrake.ca
Subject: Kay-Dee Sportswear, Inc. v. Matheson POLICY 30116524 DATE OF LOSS 10/01/2011
Claims Ref 014512003466
Attachments: 212338.pdf
Sensitivity: Private

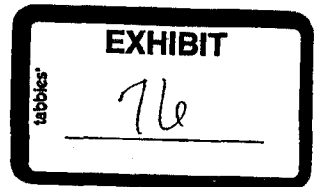
Deposition Report

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February 28, 2013

Tracy Murphy, BBA, FCIP
Chubb Insurance Company of Canada
1 Adelaide St., E
Toronto, ON MSC 2V9

Re: Kay-Dee Sportswear, Inc. v. Matheson
Our File Number: 30116524
Date of Loss: 10/01/2011
Claims Reference #: 014512003466

DEPOSITION REPORT

Dear Tracy:

The following is a summary report on the depositions of *Mr. and Mrs. Perlmutter*.

Name of Deponent: Ike Perlmutter
Relationship to Parties: Witness

EVALUATION OF WITNESS: Mr. Perlmutter is one of the wealthiest men in the country and testified with a sense of self confidence.

He was born in Israel and became a citizen 38 years ago. He moved here 42 years ago. He graduated from high school in Israel but has retained a strong accent.

He lives at Sloan's Curve, his permanent residence, and has had a place in NY for 35 years. He also has a summer place in New Jersey.

He is CEO of Marvel Entertainment. He has not been a board member of a HOA but has served on private company boards. His role was to please the shareholders and to make sure the company follows the law.

KEY TESTIMONY REGARDING LIABILITY: He knows Matheson but is not a friend. There is no particular issue that causes him not to associate with them. The deposition was the first time he met Peerenboom, and he has no reason to dislike him.

He plays tennis every other day; at one time he played every day. He sees Karen once in a while—perhaps once a week. He paid her for a few lessons 15 years ago. He plays with outside

people—guests, who are better than him. They are not compensated, but Karen helped recruit them.

He was at 1 or 2 SCHA meetings. Someone made some allegations that they should check what she was making, to see when the contract expired, and see if can bring in someone else for less money who is better. To him the money is not the issue; Karen knows how they play. He is a very close friend of Karen's. He came to listen to get a better idea of what was happening.

Bornstein came to him and showed him a sheet and asked if he knew anything about it. He asked can you help so we can resolve this. He shared it with the president of SCHA (2000 Condo Assn), Ira Hollenberg when he saw him at the swimming pool. Perlmutter asked, "Why do we have to have this conflict?" He does not know how Bornstein got the document. He looked at it quickly but was not offended by anything in it. He did not like Karen less as a result. Hollenberg shared it with Davidow, the president of SCHA. He recalls seeing something else after the "facts" letter but does not know who created it.

He discussed filing a suit with Karen. He was introduced to the attorney by Steve Rafael, a social acquaintance. They both were upset about what was happening to Karen.

He said it was normal that there was jealousy because of competition in real estate sales with Monique Matheson, but no one has said that. Nothing was said by Monique herself. Karen said she asked her to work for her, and he considered that to be a clever effort to control the Sloan's Curve market through Karen, who has the relationships. He knew that they had been friends but did not know that Monique encouraged her to get her RE license. He said, "There is something between Monique and Karen."

He said he was not sure about any of the allegations. His goal was to keep her on as tennis director, and he believes that they still have problems. Matheson is the problem, not Peerenboom. He heard comments from others, not from either defendant or from Karen.

He and Steve said that they would back her and pay for her litigation. He does not know how much he has paid. Rafael does not have a vendetta against or dislike for either defendant. He does not believe that people should have a right to give their opinions without being sued. He did agree that a board meeting is the proper forum for voicing concerns about tennis operations. That does not represent defamation or slander.

He considers it to be greed and stupidity to disrupt this family but agreed that a suit is not the way to achieve peace. He said that as long as the Mathesons stay in the community they will have problems. He hired the best former administrator to go after Karen for zoning violations. He believes this occurred when Karen got a RE license.

KEY TESTIMONY REGARDING DAMAGES: He acknowledged that Karen never lost her contract, but she had a health problem. After this incident the tennis shop was closed, Karen could not give lessons, and they interviewed others for her job. He does not know why it was closed but did not know if it was related to code violations or people coming from outside but assumed it was because of some violation. She was losing money, having health problems, was a single mother with 2 children, and had operated for 20 years without complaint, and now everything had changed. He acknowledged that Karen closed for a few weeks in the summer and knew nothing about her actual income.

Name of Deponent: Laura Perlmutter

Relationship to Parties: Witness

EVALUATION OF WITNESS: She makes a good impression as a witness but had little to offer. She was born in the Bronx. They bought their first home in Florida at Sloan's Curve in 87 or 88..

KEY TESTIMONY REGARDING LIABILITY: She knows Karen as a wonderful person, mother, in her 50's, and has a dispute with a group that has an agenda. H plays tennis and has enjoyed her services and cares deeply for her. She does not understand why they have spearheaded a group to get rid of her.

There was a major meeting of SCHA with 150 there to support of Karen, and it was discussed. She only has heard hearsay from people there: Matheson wanted the program to be let for bids to someone else. She was not present at the meeting in March or April 2011 and has not heard either question the tennis program directly. It is all anyone talked about at the time. She cannot recall who she has heard this from. Her husband was at the meeting. She spoke with him about it briefly.

They occasionally have dinner with Karen and spoke about her problems: loss of revenue, upset. She was told that everyone is supporting her and it will work itself out. They did not discuss the defendants specifically. She did not encourage the lawsuit. (The attorney said that he represents her for purposes of the deposition.) Her husband did not encourage the suit, and her husband is paying her fees. She was not a part of that decision, but he asked her to write the check. The attorney did not permit her to testify as to the amount paid. She does not know how the attorney was selected and has not met with before her preparation for the deposition. Karen did not discuss the suit with her in advance of the suit being filed, nor did she discuss the "facts" letter. It was generally known that the defendants were spearheading the issues with Karen.

She doesn't play tennis, but her husband plays 3 times per week. He plays with people who are not members of SCHA. Her checks are to Sloan's Curve Tennis, not to Kay-Dee or to Karen directly. She had never heard of Kay-Dee before the day of the deposition. She has not seen the tennis contract. She is aware that some people wanted the contract to be put out to bids, but not the defendants specifically. She was not aware that anyone said she would get the contract anyway and was not aware with the requirements of the law. She disagreed with putting it out for bid, because the tennis program is one of the smooth things that helps make the property valuable.

She did not think it was wrong for someone else to want it to be put out for bid. She did not disagree with voicing opinions at a board meeting, including a desire to put the contract out for bid. She saw the "facts" letter when shown to her by her husband. It was not at a dinner with the Bornsteins, who are friends of theirs. He threw it at her and said, "Look at this." She does not know who drafted it and has not discussed it with Karen. He got it from Bornstein, who, according to Bornstein, thought he could help settle things, although he never was on the board. She met Matheson within a year or 2 after they moved. They were friendly but not now—they went their separate ways. She does not wish to be friendly with them. It is not related to Karen; she has not seen them socially for years.

KEY TESTIMONY REGARDING DAMAGES: She knows Mrs. Matheson is a realtor and knows that Karen is a realtor, as well. She does not recall Karen saying that Matheson was trying to affect her real estate business. At the time the issue arose, she stopped giving lessons, presumably because she was told not to. She does not know any details of the tennis arrangement

but knows that Karen still has the contract.

EFFECT ON LIABILITY EXPOSURE: They provided no testimony against Peerenboom and, instead, endorsed the qualified privilege. Distribution of the "facts" letter was to the association president and no one else.

EFFECT ON DAMAGES EXPOSURE: They assumed that she reduced her business because of this controversy but were not aware of the real facts.

STRATEGY, PLAN AND RECOMMENDATIONS: This concludes the evidence needed to support our motion for summary judgment.

DNA and fingerprint evidence was collected by a technician at the deposition, but it is doubtful that he is directly involved in the letter-writing campaign against Peerenboom. He denied any knowledge of the terms used in the letters or any person who used those words in normal conversation. He speculated that he was being falsely implicated by the authors by including Yiddish or Hebrew words. Perhaps to divert the attention away from himself, he offered a large reward in addition to the reward offered by Peerenboom.

Cordially,

William M. Douberley

cc: Harold Peerenboom

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