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EXHIBIT "59"

IN THE CIRCUIT COURT OF THE SIXTH JUDICIAL CIRCUIT
IN AND FOR PINELLAS COUNTY, FLORIDA

CASE NO.: 12012447 CI-011

TERRY GENE BOLLEA professionally
known as HULK HOGAN,

Plaintiff,

-vs-

GAWKER MEDIA, LLC aka GAWKER
MEDIA; NICK DENTON; A.J.
DAULERIO,

Defendants.

DEPOSITION OF A.J. DAULERIO

Wednesday, August 17, 2016
12:00 p.m. - 1:55 p.m.

THOMAS & LOCICERO PL
8461 Lake Worth Road, Suite 114
Lake Worth, Florida

Stenographically Reported By:
ROBIN L. MERKER, RPR, FPR
Registered Professional Reporter
Florida Professional Reporter

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1 A. No.

2 Q. So Ms. Dietrick didn't give you any assurances

3 that your indemnity rights would be honored?

4 A. I don't recall.

5 Q. Did you ever hear Ms. Dietrick assure

6 Mr. Denton that his indemnity rights would be honored?

7 MR. BERRY: Objection. Relevance.

8 Instruct you not to answer.

9 THE WITNESS: No.

10 BY MR VOGT:

11 Q. How long have you known about your indemnity

12 rights?

13 MR. BERRY: Objection.

14 BY MR VOGT:

15 Q. I mean, was it a policy and a practice that was

16 throughout this entire case?

17 A. Could you be more specific?

18 Q. So, from the beginning of this lawsuit, did you

19 know that you had indemnity rights?

20 A. I knew that my legal fees were being covered.

21 That's the extent of it.

22 Q. Did you know, when this lawsuit began, that a

23 judgment will be covered?

24 A. I assumed it would be.

25 Q. What's that assumption based on?

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1 MR. BERRY: Objection. Asked and answered.

2 THE WITNESS: Yeah, I mean, just general

3 employee-employer relationship.

4 BY MR VOGT:

5 Q. Have you made any demands for indemnity on --

6 A. No.

7 Q. -- Gawker Media, LLC, or Gawker Media Group,

8 Inc.?

9 A. No.

10 Q. Do you know why not?

11 A. Do I know why not?

12 Q. Yeah.

13 MR. BERRY: Objection.

14 BY MR VOGT:

15 Q. Well, as it now stands, you have a

16 \$115.1 million judgment entered against you; right?

17 A. Yeah.

18 Q. And you have a potential source, that you could

19 go to, to pay that judgment on your behalf; right?

20 MR. BERRY: Objection.

21 THE WITNESS: I don't know.

22 BY MR VOGT:

23 Q. And you haven't even gone and asked them to pay

24 it?

25 A. No.

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1 Q. Why not?

2 MR. BERRY: Objection.

3 To the extent you can answer, just don't

4 disclose attorney-client communications.

5 BY MR VOGT:

6 Q. Well, there shouldn't be any on this issue.

7 A. Yeah. I mean, I don't know what you're talking

8 about.

9 Q. But you don't know why you haven't gone to them

10 and said, Hey, pay my judgment?

11 A. I don't -- I don't know.

12 MR. BERRY: Objection.

13 THE WITNESS: I don't know why I haven't gone

14 to do that? Yeah, because I don't know any -- too

15 much about it.

16 BY MR VOGT:

17 Q. Have you made any demand, under your indemnity

18 rights, for Gawker Media to pay for you to get an

19 independent lawyer?

20 A. No.

21 Q. Did anybody tell you you could do that?

22 MR. BERRY: Objection.

23 Again, you can answer other than

24 attorney-client communications.

25 THE WITNESS: No.

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1 MR. BERRY: I would just note, for the record,

2 that the creditors committee has taken the position

3 that Gawker Media can't pay for your lawyer, and

4 cannot pay for you to have independent counsel.

5 BY MR VOGT:

6 Q. Were you even aware of that, though, about

7 what's going on in the bankruptcy?

8 A. No.

9 Q. No one's updated you on that?

10 A. No.

11 MR. BERRY: Objection.

12 Give me time to object.

13 BY MR VOGT:

14 Q. So you don't have any lawyers currently, who

15 are advising you about your indemnity rights, is that

16 fair?

17 MR. BERRY: Objection.

18 To the -- to the extent that you can discuss

19 this, outside of any attorney-client communications,

20 you're free to answer.

21 Can I explain to him --

22 MR VOGT: Yeah, because I'm confused,

23 because --

24 MR. BERRY: The question --

25 MR VOGT: -- the filing stated that you guys

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1 are not giving him legal advice on the indemnity,
2 because you have a conflict.
3 MR. BERRY: That's not what it says.
4 MR VOGT: Footnote 2.
5 MR. BERRY: But you're misconstruing -- I think
6 you're confusing him about this question. I think
7 it's unfair and harassing.
8 MR VOGT: Why is it unfair and harassing?
9 MR. BERRY: Because he's told you repeatedly
10 that he doesn't understand your question and does not
11 know what you're asking.
12 What this makes clear is that we cannot advise
13 him about any indemnity rights that he has against
14 Gawker, since we're representing the company. And
15 that they cannot -- we cannot take a position where
16 the clients are put into an adverse position.
17 As of now, as you're aware, there are efforts
18 in the bankruptcy court for Gawker to say that they
19 would like to continue paying his legal fees,
20 indemnifying him. Your client and the creditors have
21 said that they cannot.
22 MR VOGT: My client didn't object to that. The
23 creditors committee objected and the U.S. trustee.
24 MR. BERRY: Right. And he's the lead creditor.
25 MR VOGT: It doesn't matter. It's an

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1 independent committee. My client has no say in that.
2 MR. BERRY: Has your client separately gone to
3 the court and said it would be okay for us to --
4 MR VOGT: I'm not taking a position one way or
5 another, which is what we've done in most of this
6 case. That's why we got independent counsel for the
7 creditors committee.
8 MR. BERRY: A.J., if you understand what he's
9 asking you.
10 THE WITNESS: I don't know.
11 BY MR VOGT:
12 Q. You understand what indemnity rights are?
13 A. No.
14 Q. You don't?
15 A. I don't.
16 Q. At any point in time, during this case, did
17 anybody tell you should go out and get your own lawyer,
18 to advise you about your indemnity rights --
19 MR. BERRY: Objection.
20 BY MR VOGT:
21 Q. -- because you don't understand?
22 MR. BERRY: Objection to anything other than
23 what has been revealed in your papers, to the extent
24 that you've had discussions with us.
25 THE WITNESS: I don't wish to answer that.

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1 BY MR VOGT:
2 Q. So you're refusing to answer the question?
3 A. Yeah.
4 Q. Okay.
5 MR. BERRY: Beyond what's been stated in the
6 papers?
7 THE WITNESS: Yes.
8 BY MR VOGT:
9 Q. Since the beginning of this case, have you ever
10 consulted an independent lawyer about your indemnity
11 rights?
12 A. No.
13 Q. Did anybody tell you that you could do that?
14 MR. BERRY: Just to remind you, in your
15 affidavit you said that -- and in these papers, it
16 says that you're attempting to engage separate
17 counsel.
18 BY MR VOGT:
19 Q. But did anybody tell you that you could do
20 that?
21 A. (No response.)
22 MR. BERRY: Are you not answering because you
23 don't want to reveal communications that you've had
24 with your attorneys?
25 THE WITNESS: Yes, definitely. And I don't --

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1 I really don't know how to answer it.
2 BY MR VOGT:
3 Q. Just to be clear, by "attorneys," you mean
4 Mr. Berry's firm, conversations that you've with them?
5 MR. BERRY: Or any other attorney that
6 represents you.
7 THE WITNESS: Yeah.
8 BY MR VOGT:
9 Q. Okay. But I need to know which lawyers you're
10 talking about. Did you retain a different lawyer, or are
11 we talking about the lawyers that represented you in this
12 case?
13 A. About the indemnity rights?
14 Q. Yeah.
15 THE WITNESS: How do you want me to answer
16 this?
17 MR. BERRY: Well, it's up -- I think -- are you
18 confused about what he's asking you?
19 THE WITNESS: Pretty much, yeah. Because I
20 don't know anything about these indemnity rights, at
21 all.
22 BY MR VOGT:
23 Q. I get that. But your answers have been
24 qualified by counsel so that you don't reveal anything
25 that you had from discussions with counsel. I just want

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1 to know who that counsel is. Is it your lawyers in this
2 case?
3 A. Yes.
4 Q. It's not a lawyer outside of this case?
5 A. Not outside of this case.
6 Q. That's all I was trying to make sure of.
7 Have you filed, or considered filing, any
8 proofs of claim, in the bankruptcy proceedings involving
9 Gawker, associated with your indemnity rights?
10 MR. BERRY: Objection. Compound question, and
11 do you understand it?
12 THE WITNESS: I don't understand.
13 MR VOGT: Okay. Let me take a break, and then
14 I'm almost done.
15 MR. BERRY: Could you just read the last couple
16 of questions and answers? I just want to make sure
17 that the answers...
18 (A portion of the record was read by the
19 reporter.)
20 MR VOGT: Does he need to clarify anything?
21 MR. BERRY: Do you want to ask him the two
22 separate questions?
23 MR VOGT: No, because he said he didn't know.
24 I mean, if you want to clarify something on it,
25 you can. But, I mean, he said he didn't know.

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1 There's no reason to fix the compound question.
2 MR. BERRY: A.J., did you understand his
3 question?
4 I think the answer was "I don't."
5 THE WITNESS: Yeah. I mean, I just said I
6 don't know, or I don't understand.
7 BY MR VOGT:
8 Q. Okay. Do you not understand anything about
9 indemnity?
10 A. No.
11 Q. Do you understand that you need to make a
12 demand on the company to honor itself indemnity
13 obligations to you?
14 MR. BERRY: Objection.
15 THE WITNESS: No.
16 BY MR VOGT:
17 Q. Okay. As we sit here today, do you expect for
18 Gawker Media or GNGI to pay the amount of the judgment
19 that you owe?
20 MR. BERRY: Objection.
21 THE WITNESS: Yes.
22 BY MR VOGT:
23 Q. But you don't have any idea as to how,
24 technically, how to make that happen, is that fair?
25 A. That's correct.

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1 MR. BERRY: Objection.
2 BY MR VOGT:
3 Q. And do you have any problem with Mr. Bollea
4 taking those indemnity rights, in order to assert your
5 rights on your behalf, to get the money paid that you
6 owe?
7 MR. BERRY: Objection.
8 THE WITNESS: That, I don't know.
9 BY MR VOGT:
10 Q. Other than your -- I think we talked about the
11 \$3,000 that you owe to RGFREE. Is that loan, like, a
12 verbal loan?
13 A. No.
14 Q. You just kind of took money to pay some
15 expenses, and you know you need to pay it back type
16 thing, is that what it is?
17 A. Yes.
18 Q. Then you have your student loan debt?
19 A. Yes.
20 Q. And then the credit card debt that we talked
21 about; right?
22 A. Yes.
23 Q. You don't have any other debt that you're aware
24 of?
25 A. There's some federal and state tax issue that I

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1 had a lawyer -- hired a lawyer to consult me on, a few
2 months ago. That's still -- I still don't know the exact
3 answer to that, so the answer is I don't know.
4 Q. What's the nature of the tax issue?
5 A. Owed money.
6 Q. Like, back taxes?
7 A. Yes.
8 Q. Do you know from which year?
9 A. 2013.
10 Q. It would have been most of that year you were
11 gone from Gawker, you left early 2013; right?
12 A. Yeah.
13 Q. Other than that, are there any other debts, or
14 potential debts, that you have, that you're aware of?
15 A. No, not that I'm aware of.
16 Q. And other than what we've talked about today,
17 are you aware of any other personal property,
18 intellectual property, rights under contracts, anything
19 like that, that we haven't talked about?
20 A. No.
21 MR. BERRY: Object.
22 MR VOGT: All right. That's all I have.
23 Thanks.
24 MR. BERRY: I have no questions.
25 THE COURT REPORTER: This is Florida, so I'm