
SVETLANA DANILOVA AND PAVEL DANILOV
ONTARIO SUPERIOR COURT OF JUSTICE
Court File No
T OF JUSTICE
Plaintiffs
－and－
ALLA NIKITYUK，VALENTIN NIKITYUK，YANA SKYBIN， YOUNG MENS CHRISTIAN ASSOCIATION operating as YMCA SIMCOE／MUSKOKA AND YMCA SIMCOE／MUSKOKA NEWCOMER SERVICES
Defendants
Court File No．13－1101
SVETLANA DANILOVA AND PAVEL DANILOV
Plaintiffs
－and－
ALLA NIKITYUK，VALENTIN NIKITYUK，YANA SKYBIN， YOUNG MENS CHRISTIAN ASSOCIATION
operating as YMCA SIMCOE／MUSKOKA AND YMCA SIMCOE／MUSKOKA NEWCOMER SERVICES

31 MR．E．BORNMAN


BETWEEN ：

BETWEEN：

APPEARANCES：
MR．S．TIMOKHOV

MR．P．KRYSIAK

Defendants
ニニニニニニニ ニニニニニニニニニニニニニニニニニニニニニニニニニニニニニニニニニニニニニニニニニ ニニニニニニニニニニニ Transcript of the examination for discovery of PAVEL
DANILOV and SVETLANA DANILOVA，the Plaintiffs herein，taken on the $9 t h$ day of April，2014，at the offices of Simcoe Court Reporting（Barrie）Inc．， 134 Collier Street，Barrie， Ontario，commencing at 12：30 p．m．

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（Off Record）

## BY MR．

4. 
5. 

## PAVEL DANILOV：DULY AFFIRMED

## EXAMINATION BY MR．

1．Q．Mr．Danilov are you the Pavel Danilov listed as plaintiff in court file number 12－0545 and 13－1101？

A．Yes，I am．
Q．I＇m going to first ask you questions about court file number 13－1101．Can you take out your statement

A．Do we have it．One second．
MS．DANILOVA：Statement of claim．（Inaudible）
MR．TIMOKHOV：Do you have a copy of it，counsel？
MR．KRYSIAK：I have－I have my own．
MR．BORNMAN：Should note the time is 10：10 a．m．
MR．TIMOKHOV：I don＇t have a copy of it．
MR．KRYSIAK：Can we go off the record．

3．Q．Can you go to paragraph 19 and read that to yourself to remind yourself what it says？

A．Paragraph 19，＊＊＊＂In or＂．．．
Q．You don＇t have to read it out loud．．．
A．．．．oh，okay．
Q．．．．read it to yourself because I＇m going to
ask you questions about paragraph 19.

A．Okay．Okay．Yes，iread it．

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Q. Okay. In this paragraph you say that Ms. Skybin, who is a counsellor at YMCA, was acting in bad faith and expecting to acquire part of the proceeds of the Nikityuk's funds?
A. Yes.
Q. Okay. How do you know that?
A. Well, we know Mr. -- Mrs. Skybin since 2009 and there was a close personal relationship with Ms. Skybin with my wife, not with me, and my wife's parents -- close personal relationship has been developed at some time. Everything was fine since approximately the beginning of year 2011 when Ms. Skybin found out at some party or parties that Nikityuks actually transferred \$260,000 to Canada to me and my wife. And after that strange things started to happen which we couldn't explain at that time. We couldn't understand what is going on and finally in October 2011 Nikityuks left home and before that it was like on every day basis, 'Yana Skybin knows everything. Yana Skybin can help us with social housing. You don't know anything. You do a lot of mistakes.' And all -- all this kind of stuff and well, as Ms. Skybin is actually -- how old is she, well...

MS. DANILOVA: Forty-seven, I would say.
WITNESS: ..forty-seven and my wife's parents
are 75, 76, we actually don't understand what's
common between them and when we found out that she's next of kin in the application for social assistance, we figured that she has financial interest.

BY MR.
Q. To summarize your answer, your evidence for understanding that she has financial interest in your parent's money is when is you finding out that she is listed as the next of kin in her social - social assistance application?
A. Not just that. There are also other factors and -- first of all there were suspicions because she was really nice to my wife until she found out that my wife's parents brought a lot of money to the country, actually. And when all this our trouble began it was 2011 and that trouble develop during the summer 2011 -- every day my wife's parents were talking about Yana Skybin and how she is a good - - very good specialist, how she knows everything and basically everything which was contradicting what we told my wife's parents and what Yana Skybin told them was solved by my wife's parents in favour of Yana Skybin. And there must be a reason for that. And that reason we figured later when we started to collect evidences on another case.
9. Q. Okay. Is there more evidence that you've

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collected？
A．Ah，yes．Sure．
10．Q．Okay．Can you list more things？
A．Most of those evidences are actually in your and Nikityuk＇s brief of documents and affidavit of documents． 11．Q．Okay．Can you recall them and point to them for me－－if you have a chance to look at them right now， can you point．．．

A．Um．．．
12．Q．．．．to the documents？
A．．．．I can pick up my Volume Six－－oh，by the way，we have the brief of documents for you，I call six volumes if you need them－－Volume 6.

MR．BORNMAN：Do you want－－Mr．Krysiak，do you want a copy to use．

MR．TIMOKHOV：They have a copy．
MR．KRYSIAK：I can follow along．
WITNESS：Yeah，we have we have another Volume
6 in－－in the books by the－－by the wall．
MR．KRYSIAK：Okay．Thank you．
BY MR．
13．Q．All right．I－I＇ll follow you．You point me to the tab and then where you want me to look at，okay？ A．Yeah．Sure．Okay．Volume 6，Tab 1.

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114 ．

Q．Yeah．
A．It＇s the log of Yana Skybin．
Q．Yeah．
A．I need to find some records here，more or less related to mine．

16．Q．That＇s fine，take your time．
A．Yeah．Sure．Okay．Let me start with another one．In our brief of documents it＇s Volume 2. MR．KRYSIAK：Can I have number two．Thanks． BY MR．

17．Q．Okay．
A．Volume 2，tab number two．
18．Q．Yeah．
A．Originally it was email in Russian send by Yana Skybin to Nikityuks and that email numbered as 16. And at the bottom of the page when－－at－－at the very bottom of the page there is Russian text over there，but you can go back a little bit and we have the certified translation．

19．Q．Okay．That＇s fine．
A．The certified translation－－so certified translation says，＊＊＊＂Dear Valentin and Alla＂－－oh，sorry． Sixteen－－yeah．Actually in certified translation page five it says right here number 17 in translation section， ＊＊＊＂Valentin and Alla，let me express a profound

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20.
Q. Okay. And can you explain that email?
A. When - - well basically what happened here well, in summer 2011 Nikityuks become very interested in social housing topic like how to get social housing. And in Yana's log we can go back to Volume 6, Tab 1 and a record of August 2011 -- August 23.
21. Q. Yeah. But but - I know what you're - I know that we're going to go to that next, but...
A. $\mathrm{Mm}-\mathrm{hmm}$.
22. Q. ...while this email is still fresh in...
A. They are related.
23. Q. ...my memory, that's fine, I'd like to know if -- without looking at that document for now, what is this gift we're talking about here?
A. It's actually bribery.
24. Q. Okay. Can you - can you tell me more about that, that's what I want to know?
A. Yeah, that's what $I$ was going to do and that's -- that's why I'm going to refer to this Yana's log here because on August 23, 2011 Nikityuks came to her office and ask for information about subsidized housing. 25. Q. Okay. That's fine. I have both - both


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documents open.
A. Mm-hmm. And according to Yana Skybin's log Nikityuks accused me and my wife here in some kind of physical abuse, physical attacks, all kinds of bad stuff, basically criminal. And we know that this wasn't the first time when all this subsidized housing topic was raised. Actually, in the family all subsidized housing conversations started around April 2011 and it was like almost on every day basis. Every morning started with subsidized housing conversations and what Nikityuks were talking that all we have to do is a little bit of preparation. And when we explained them that subsidized housing there is a line, like six years or maybe 10 years in Barrie we didn't know for sure at that time, but several years, they told us, 'It's not a problem. It's not your problem, Yana Skybin knows how to do that. Everything which is required from you is a little bit of preparation. Yana knows how to do that.' Everything, Yana knows. And almost on every day basis. So, what Yana says here that it was the first time when they came to her with subsidized housing, it's actually not true, it's twisted a little bit and we -- we actually don't have records before August, I don't know why. And what happened, actually, they came to her on August 23 and formally asked for the subsidized housing help, but they were ready for all this business way
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before．And on August 20，which was Yana＇s birthday actually and they were invited to that birthday and that＇s email which was sent on August 20th．．． 26．Q．Yeah．

A．．．．actually I＇m referring to，it was sent on evening August 20th． 27．Q．Yeah，I see it．

A．She got from Nikityuks precious gift．That gift was a bribery．And we know that it was cash．We know that．

28．Q．How do you know that？
A．Because Svetlana withdraw that cash away day before for them，they asked to withdraw cash and Alla Nikityuk actually was saying like，＇Well I don＇t know what －－what to－－to give Yana because everyone in Canada has everything and can buy anything they can and it would be good probably if we help her because she is－－she has three kids，she has some financial－－well，divorced－－ single divorced woman，all－－all this kind of stuff． 29． Q ． $\mathrm{Mm}-\mathrm{hmm}$ ． A．And we we will help her with－－with cash． 30．Q．Okay．Remember you guys can＇t talk to each other when I＇m asking questions．I＇ll－－I＇ll ask each individual questions．Okay，is there－－so this was cash given to Yana for her birthday？


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A．Yeah．
31.

Q．Okay．
A．And．．．
32.

Q．Do you know how much？
A．．．．well，we－－we can guess．I don＇t know for sure，but it was at least $\$ 100$ at least．

33．Q．Does your wife know，I＇ll ask her later if she does，do you know if she knows？

A．I don＇t know．
34．Q．Okay．That＇s fine．Okay．
A．If we go further through this log I can probably find you－－well，see all this－－Yana＇s－－yeah， one more thing about this specific record．
35.

Q．Mm－hmm．
A．We actually have proof that Yana knew that all Nikityuk＇s accusations were a lie at that point．We have proof of that－－straight proof of that．
36.

Q．Accusations of？
A．Of abuse．
37.

Q．Of abuse？
A．Yes，specifically what－－what this－－she says here，
＊＊＊＂The daughter yells at them and attacked Alla．
She showed me her bruises．The son－in－law yells at them too and threw plates at them that ended

2 It's all lie.

9 40. Q. If you have proof - let's switch topics real
up making holes in the wall in the living room." 38. Q. Okay. If...
A. And we have proof.
39. Q. ...if you have proof can we -- can we -would you be able to -- you guys can't talk. I'm sorry. You can't talk to each other.
A. Okay. quick, can you produce that for me, can you show me in the book?
A. Yes, I can. Okay. There are several things to prove that. What they say here, see, ***"There were sign of distress. Alla started -she said to their daughter is telling here she's crazy and depressed. Alla and Valentin spoke up when their granddaughter visited last time." This is important sentence here, ***"Alla and Valentin spoke up when their granddaughter visited last time." Granddaughter visited last time was weekend before. And in -- in some other letter, Yana Skybin actually wrote for Nikityuks she says specifically about that weekend that the granddaughter was visiting on weekend, we can find that letter if it's - if you want it $I$ think it's here. Um, so basically granddaughter it's our daughter, Anastassia, she


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1 visited weekend before on Saturday and Sunday that was
2 August 20 and August 21st．And it was a very memorable day
3 for the family because we－－－all the family was working on
4 the backyard get－－building gazebo．It was an expensive
5 gazebo kit we bought in Costco and we took a lot of
6 pictures of that and basically our daughter，Anastassia，
7 remembers that day very well．And we have here her
8 affidavit in our documents that she didn＇t see any bruises
9 on August 20，so Yana couldn＇t see those bruises on August 1023
1141.

Q．Okay．You＇re saying you have an affidavit saying ．．

A．Of our daughter，yes． 42．Q．．．．that your daughter didn＇t see any bruises？

A．Yes，daughter－they－－well，Nikityuks told Yana Skybin that they showed bruises to share and daughter was in shock and she－－well，basically，I－－I can find that affidavit and there is completely different version of that story in that affidavit．And there were no any bruises．

43．Q．Okay．Since you＇re referring to this log， can you tell me when－－when Yana was writing this log was it－－was－－was it only Alla and Valentin at the office， or was the granddaughter there as well？

A．No，it was only Alla and Valentin．They
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1 approach her with help for social housing．
2 44．Q．Okay．Did－－did Yana ever－－ever meet the 3 granddaughter？
545.

6 －－I understand what you＇re saying．

8 thing is that－－that birthday on August 20th，Nikityuks
9 took a lot of pictures at Yana＇s home and there is picture 10 of Alla sitting at Yana＇s table with her naked hands with 11 no bruises．
1246.

A．I don＇t have recollection of such event．
Q．Okay．That＇s fine．Okay，I－－I understand

A．And we actually have other proof．See，the that the evidence to show that Yana＇s allegations about abuse are false，this and the－－and the photographs you have？

A．We have photographs and there is actually another event which was happening approximately at that time，we have email of Valentin，he sent to Yana．．． 47．Q．Yeah？

A．．．no not to Yana－－not－－to his daughter， Elena，who was visiting in August． 48．Q．Okay．

A．His daughter Elena，she lives in St．
Petersburg．
49．Q．There＇s an email in your production－－in

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1 your book somewhere?

2
A. Yes, there is email in productions somewhere.

3 50. Q. Okay. Can you - can you take it out for me
4 so I can look at it myself as well?

5
6 be Volume 5, I guess. Well, it might take couple minutes.
751.
Q. That's fine.

8 (Off Record)
WITNESS: Okay. In Volume 4...
1152.

12
1353.

14

15
1654.

17
18 translation, and, well, it's email number two and if you
19 look at the certified translation, well it's - - it's
20 Russian, actually and there is certified translation which
Q. Yeah, that's fine. I see the stamp. It's email number two?
A. Email number two, the end of it. See there is this phrase. ***"On 22nd we are going to see family
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1 physician. "
2 56. Q. Okay. And this is Valentin sending this 3 email?
$5 \quad 57$.
6
7 physician.
858.
A. To his daughter.
Q. To his daughter, okay.
A. Yeah. So on 22 nd we are going to see family Q. Yes.
A. So on 22nd they actually saw their family physician and on 23 rd they met Yana and told her that we can't - - they got bruises on their hands. So basically if on 22 nd they saw their family physician, and Yana knew about that because if you read here -- see, what - - what email actually says, ***"Alla has got a hair cut beside our school. We stopped by and saw Yana. She took our word that we will come to her birthday on 20th. On 22nd we are going to see family physician. " So Yana knew that they are going - were going to see family physician. And - maybe she didn't, whatever. Anyway they - they saw family physician on 22 nd and where are the pictures or doctor report about their bruises from family physician. If they had bruises and they saw family physician why they didn't complain. Where is the evidence they desperately had.

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1 59. Q. Is there an email in here show - - saying why
2 they're going to see the family physician?

5 daughter's affidavit and her husband's affidavit.
660.
Q. Yes.
A. So -- okay, so it's Volume 4 again.
Q. Are we going to the picture next?
A. Oh, yeah, okay...
Q. That's this..
A. ...we can go.
63. Q. ...that's this...
A. ...we can go to the picture.
Q. . . okay.
A. So, picture, it's Volume 2.
Q. Yeah?
A. Tab 9.
Q. Yeah.
A. And there is a whole bunch of pictures printed out over there. We are interested here in pictures number 68, 69 and 70. And you actually can see here Alla sitting at the table with naked hands. There are no bruises. And even if they were there, where are the pictures of the bruises, like, you know, big ones. They have the camera why didn't they the picture -- take the

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1 picture. Because there were no bruises. And Yana knew 2 that there are no bruises.
367.
Q. You mentioned picture 68, what's -- what's

4 68?

6 It's actually at - of Yana's house, it's Yana's birthday, 7 it's table at her house.
868.
Q. Yeah.
A. There are some witnesses here by the way. 69. Q. Okay. But the picture -- the important one is number 69, right?
A. Yes. Yes, number 69, sure. But another important thing is that there are witnesses which were supposed to see those bruises too, why those witnesses are not introduced to prove the abuse. And they obviously saw the -- would see the - the bruises if they were there and they had the camera because those pictures are taken by Valentin. They had the camera, why they didn't take the pictures as evidences if they were going to accuse us on abuse. Mm-hmm. Are we done with the picture?

21 70. Q. Yes. Thanks.
Q. Can I ask you something, were you at that

birthday party as well?
A. ...no.
73. $Q$. And was your wife there?
A. We -- no, we were building gazebo at that
point. It was a big family event. We were building gazebo at our backyard and our daughter was there helping us and her husband, Jan Niclas Caspers. So we have affidavit of both of them.
74.
Q. Okay.
A. So, Volume 4, Tab 6. It's our Volume 4, Tab 6, it's affidavit of Anastassia Danilova.
75.
Q. Yes?
A. She says, ***"I have personal" - - paragraph two,
***"I have personal knowledge of all facts stated
in this affidavit"
except it's standard thing. I have it, one second.
Paragraph nine,
***"I heard of Yana Skybin from my grandmother,
Alla, and stepgrandfather, Valentin, when they
lived with my parents. They spoke of her as
their friend. Later the name of Yana Skybin were
mentioned to me by my parents when I also was
told and I believed that to be true that she's
the settlement counsellor to YMCA of Simcoe


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1

Muskoka area. During the weekend",
paragraph 10,
***"Of April 20, 21st, my husband, Jan Niclas
Caspers and I made the regular trip to visit my parents, which on average we take once a month.

My father has showed me a letter from Yana Skybin as of December 20th, 2011 and asked to comment on the events described in the fourth paragraph of the letter. Since he had no recollection of the described events while my name was mentioned in the letter."

Letter is attached to this affidavit. ***"I attach the true copy of the letter as Exhibit A. During the weekend".
paragraph 11, ***"Of August 20, 212011 I and my husband were in Innisfil visiting my parents also to help to build and set up a new gazebo in the back yard. I have a good recollection of that weekend since building the gazebo was a big family event which we also took a lot of pictures."

In the the paragraph fourth of her letter, Exhibit A, Yana Skybin is writing about the events happening during that weekend.
76.
Q. Well are you plan -- sorry, are you planning

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on reading the－because you don＇t have to read those in since they＇re already in your book．If you can point me to which paragraph ．．．

A．Oh，okay．
77.

Q．．．．to read $I$ can quickly read it myself？
A．One second．Ah，well，basically the most
important is paragraph 13，
＊＊＊＂I am stating that the description of the events of the weekend is not true and below give my recollection of the events as the following．＂

So，paragraph 14， 15 is below．
78．Q．Okay．
A．And there was a statement here－－statement－
－paragraph 16，
＊＊＊＂On Sunday，August 21 st，when $I$ saw my grandmother and stepgrandfather，they did not have any bruises or any other signs of abuse on them．＂

And Exhibit $A$ is the letter of December 20th，2011，Yana Skybin sent，to whom it may concern，which basically it can mean，whoever．．．
79．Q．Yeah．

A．．．．wherever．And Tab 7 is affidavit of Jan
Niclas Caspers who is my daughter＇s husband．
80．Q．And does it pretty much say the same thing？
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A. Ah, little bit different - - different. 81. Q. If you can point me which paragraph to - for
A. Give me a moment. For -- for instance, paragraph eight, ***"Alla and Valentin always has". Q. I I'going to read it myself.
A. ...okay. Paragraph 8, 10, 9.
Q. Okay. Okay. And does that summarize the A. Ah, it's the main event. 84. Q. Okay.
A. Because the event we could prove, actually, and what it says that she knew that the accusations are false and all like about a year later all she need -- she was serving Nikityuks with all those supporting letters and stuff and referring them to lawyers - - a lot of lawyers to some organizations like Immigration Canada like, Welfare, like, Social Housing, like... 85. Q. Yeah, I'm familiar with all that.
A. ...yeah. 86. Q. What's the - what's the point?
A. The point is that everywhere she used those accusations knowing that they were false.
87. Q. Okay. That's what you're saying?
A. Yes.


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88. Q. Okay. I'd like you to...
A. And one more thing probably which may be important here, if you refer to my Volume 6, Tab 2. 89. Q. ...what are you - - what are we talking about now?
A. We are talking about the escape plan Yana provided for Nikityuks.
89. Q. Is this going to -- to --. is this going to be relevant to her knowing that the abuse was false?
A. Well, sort of.
90. Q. If it -- if it's not directly on then I don't want to discuss it now, we can discuss it later because I'm -- I'm going in a certain direction here.
A. Okay.
91. Q. Can we go to paragraph 20 of the statement of claim. Re-read that to yourself.
A. Yes.
92. Q. Okay. You mentioned here that Yana received expensive gifts from the parents, we - we know that there is a birthday gift of at least \$100...
A. $\mathrm{Mm}-\mathrm{hmm}$. 94. Q. ...are there any other ones?
A. It wasn't her only birthday and we know that Nikityuks also attended her wedding recently and we know that she used the services a lot like carpooling, for

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example, when I actually paid for the gas. So, it -- it were not just expensive gifts, it were also services. 95. Q. Okay. But I want to talk about this, received expensive gifts. I want to - - can you give me a list of the expensive gifts?
A. Yeah, we know about one that for sure.
96.
Q. Which is the birthday?
A. Which was a birthday gift, yes, but - - well, there were other birthdays in 2012, in 2013. 97. Q. Do you know for sure that a gift...
A. We don't know for sure, but we can ask Yana about it.
98. Q. ...okay. Then I - but I'd like to know which gifts you know for sure about?
A. That one.

MR. KRYSIAK: Svetlana, you can't speak to him, I'm -- this is the third time I'm asking you not to speak. If I have to say it a fourth times, you're going to have to leave the room until the end of the examination.

MS. DANILOVA: Understood.
MR. KRYSIAK: Okay.
BY MR.
99. Q. Back to paragraph 20, you were saying that those gifts were in breach of her duties and responsibility

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as a YMCA employee?
A. $\mathrm{Mm}-\mathrm{hmm}$.
100. Q. Can you tell me how they were in breach of her duties?
A. I can explain it this way. I work for IBM and every year we have to go through a special course which is called, Business Conduct Guidelines, and we are forbidden to accept gifts from our customer. 101. Q . Okay.
A. It's our duty. We don't accept...
102. Q. Okay.
A. ...gifts. And I suppose that YMCA as a big and very respectful organization should have something like that too. It -- it's just my guess.
103. Q. Okay. Did you - - okay, you don't have any documents showing YMCA guidelines ...
A. Um...
104. Q. ...that can...
A. ...we...
105. Q. ...that we can...
A. ...have some guidelines, not specifically YMCA, but some. Not about gifts though.
106. Q. ...okay.
A. Are you asking specifically about gifts?
107. Q. Yeah. I'm asking - I want to stick to


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paragraph 20 here，iwant to see that the gifts are－－ receiving gifts are a breach of YMCA duties？

A．No，see we actually asked for guidelines of YMCA，but we were not provided with them． 108．Q．And if there are no guidelines about accepting gifts then it wouldn ${ }^{1}$ t be a breach，right？

A．I suppose not，but it ${ }^{1}$ s just common sense． She－－if you are like an official in some respectful organization，it ${ }^{1}$ s a common sense that you ${ }^{1}$ re not supposed to take gifts，it must be there． 109．Q．Okay．Can you look at paragraph 21 now？

A．Mm－hmm．Yes．
110．Q．This－Yana soliciting the parents to imitate domestic abuse，that ${ }^{1}$ s back to what we were talking about in paragraph in 19，right，you ${ }^{1}$ re going back to－－to that point when they came in to see her after her birthday and you say Yana fabricated－－fabricated stories about seeing bruises，are we－－are we talkicg about that point？

A．That ${ }^{1}$ s－ that ${ }^{1}$ s part of the story and another is the fact that starting from approximately April 2011 Alla Nikityuk actually－－mostly，because Valentin didn＇t talk much about that，but Alla and Valentin started to approach Svetlana and me with all this social housing requests like，＇We have to apply for social housing＇and， again，we explained her that they are not eligible because


they have good income because we live in the house and social housing is for poor people who don't have place to live. And all we heard in response was, 'You do everything wrong. That's not how people live here. Yana Skybin knows how to do that. She will explain everything. All you have to do is a little bit of preparation'. At that point we didn't figure what was that kind of preparation, what the hell they were talking about, but when all this thing happened and they actually falsely accused us, we figured that that was abuse imitation. It's a well known fraud scheme to abuse the Canadian social housing system. It's a well known thing. And Yana Skybin was mentioned by Alla Nikityuk as some kind of mentor.
111. Q. Okay.
A. How to do that.
112. Q. When you say that Yana solicited the parents, now besides what we already discussed about this issue, do you have any other emails, letters or any other records showing this solicitation?
A. Can I take a moment ...
113. Q. Yeah.
A. ...off record, I just need...
114. Q. Sure.
A. ...to...
115. Q. That's fine.


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 access to Nikityuks tax return assessments.
120.
Q. Okay.
A. And that's what she was registered there as a representative...
121.
Q. Okay.
A. ...for. So basically she knew that Nikityuks have income about 37,000 per year for them both in 2010. But when she assisted them with all social assistance applications and everywhere, she actually suggested that they don't show that income and basically what they claimed was only their pension. And -- well as a reasonable person, she had personal relationships with Nikityuks and she knew that they live in the house - - is four - - is four people. They have a car - new car leased for them. They was, well, were in good condition, never hungry like looking good, happy. 122. Q . $\mathrm{Mm}-\mathrm{hmm}$.
A. And as a reasonable person, she must understand that for all of that some specific level of income is required. And she could easily estimate that income because she also lives in a house of four people. She has car very similar to Nikityuk's and she has some specific level of - of gross reason of that kind of stuff. She could easily estimate Nikityuks income, but she did not - - or pretended that she did not. And everywhere, like, in


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1 their only point of contact for everything at the time.
2 127. Q. Okay. Okay. I understand.

4 128. Q. Okay. Okay. I understand what you're
A. And that's where that idea comes from.

8 129. Q. You say here that Yana expected to receive 9 compensation from the parents?
A. Yes.
A. Yes, in form of gifts, other stuff.
130. Q. Anything else, other than what you mentioned so far, the one birthday gift, anything else that she expected to receive?
A. Services.
Q. And how do you know that?
A. Oh, we have like tons of pictures taken by Nikityuks with Yana Skybin. All kinds of weekend getaways everywhere. Like all kinds of cruises, museums, churches, festivals, everywhere. And they always together - - not always, almost always together. They use car pool and I pay - - I pay for gas, actually. And sometimes she forgets her camera in Nikityuk's car and then I have email that, 'Oh, I forgot my camera in your car.' So we can prove that she was in the car so basically they took her everywhere. They took her kids everywhere. They babysat them. They - saying. Let's jump to paragraph 22 of the statement of


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1 well，entertained her mother and brother and all kinds of 2 services．That＇s like compensation．And，actually，I was

4 132．Q．You＇re saying that Alla and Valentin took

7 133．Q．Can you name the trip locations for me？

9 pictures？
10134.

Q．Well，off the top of your head，how many trips would you say？

A．Almost every weekend．
135．Q．Okay．Can you name some locations？
A．Yes．
136.

Q．Okay．
A．The Lion Safari－－I can look it up．I have statement of their credit card where they paid like for coffees and all kinds of Ontario places and they were with Yana there，they can give－－give you the list exactly where they were．I am not sure that Yana was on all of them，but at least on most of them that＇s for sure because we have pictures．We can go to pictures taken of the same locations at the same time and figure out，was Yana there or not．Most of the time she was．

137．Q．Then you know what，I don＇t think that this

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1144.

Q．．．．to the last trip？
A．Yeah．If I had my computer here，which my lawyer told me not to bring，I could show it right on the screen because $I$ have all those pictures sorted chronologically．

UNDERTAKING NO．To provide a chronological list which shows the trips or getaways taken by Alla，Valentin and Yana and what Alla and Valentin paid for on those trips and getaways． BY MR．KRYSIAK：

145．Q．Yeah，that＇s fine．I understand．We－and we have enough paperwork here．．．

A．Yeah．
146．Q．．．．to go through．Okay．We were talking about the compensation that Yana expected to receive and from what $I$ understand it＇s－－it＇s paid trips，babysitting her kids and．．．

A．Entertaining her relatives．
147．Q．．．．entertaining how？
A．Relatives，mother，brother． 148．Q．Entertaining by doing what？

A．Well，taking them on the same trips and， well，they invited，actually her mother and brother for once for party in our house，even without Yana－－Yana wasn＇t there．

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2156.

9 Millar．
157
158. 159.
160.

A．Yes．
Q．Okay．The－the first part there is talking about YMC agents making statements．．．

A． $\mathrm{Mm}-\mathrm{hmm}$ ．
Q．．．．I assume one of those agents is Yana？
A．Yes．
Q．And．．．
A．Another Ruth Miller．Another one is Ruth

Q．．．．can you spell her name？
A． $\mathrm{R}-\mathrm{U}-\mathrm{T}-\mathrm{H}$ ．
Q．And last name？
A．M－I double L－A－R．
161．Q．Okay．Anybody else？
A．Not I＇m aware of，but at least Ruth Millar was mentioned in one or two outgoing documents from YMCA and then Yana took it from Ruth completely．

162．Q．Okay．Now in paragraph 24 it talks about the agents saying that you and your wife were physically and emotionally abusing the parents，now we＇ve already discussed some of that？

A．Yes．
163．Q．Then it says，＊＊＊＂Had stolen the parents money in front of the police．＂Can you tell me－tell me about that incident，is there－－is there a document that


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1 mentions this incident?

3 164. Q. Something like that, yeah?

7 a special performance organized by Yana Skybin to - - well,
8 humiliate us, basically, in front of our neighbours because
9 it's -- well, it's new neighbourhood we have a house in.
A. I -- you mean police report?
A. Well there was one police report which actually was attached to Nikityuks brief and it was a police report about their moving out. That moving out was And neighbours pay special attention to what is going on. And what happened is that on October 24 th, or about that, it was Monday when I was at work, Nikityuks came to our house with the police car and truck and several civilian witnesses which were all gathered by Yana Skybin, and one of them admitted that during that time. And basically Nikityuks just loaded all their stuff into truck and went away. But what was the police car for, I don't know, but we have a police report about that - Nikityuks actually have that police report, that - - well, okay, nothing happened and blah blah blah. 165. Q. Okay. And what about this one here, though, the parents -- that the YMC agent stating that...
A. Yeah, because...
166. Q. ...you stole the parent - you stole the parent's money from the police, do we have something - do
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1 we have a report about that？ 9 affidavit because it goes into sealed envelop and it－it

A．．．．we have that in writing and－－well，you can go let＇s say here．One second．There are actually a lot of letters mentioned in Yana＇s log and later we found those letters in affidavit of YMCA and in affidavit of Nikityuks collected them all together．Basically there is this support letter which Yana Skybin provided Nikityuks for social housing．That letter actually has the power of gets attached to the－－the application for social housing． We didn＇t get that（inaudible）requested that，but we didn＇t get it，but it must be there because Nikityuks don＇t have any other proof of abuse as they call it，it must be a separate letter from Yana Skybin．And in that letter she specifically says that there were physical attacks， basically the same stuff as in her log，but much more twisted to make it looking like more horrible．And there is other stuff that，well，Nikityuks sent money to－－to Danilovs to Canada and didn＇t pay them support and， basically，those money were stolen，so． 167．Q．Okay．Now are you saying you don＇t have that letter？

A．No，I have it I just need some time to find it．
168.

Q．Can you find it for me？

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A. Yeah, sure.
169. Q. Thanks.
A. Yes, it's Volume 6, Tab 13

MR. BORNMAN: It's the red one.
MS. CASCAGNETTE: The one on the top.
BY MR.
170.
Q. Okay.
A. It's letter of December 20th. I don't know where else it went out because it says, ***"To whom it may concern", we actually would like to get the list of organization where that letter was sent to, but we know for sure that that letter was sent to Ontario Works as a support letter for Nikityuk's application for welfare and that letter must be - - been used as support letter for social housing, at least. And I think the same letter went actually to Immigration Canada maybe very close to that. And it's not like she is translating here. She signs it, ***"Yana Skybin, Settlement Counsellor" and there is YMCA's cover here like at the bottom, ***"YMCA Simcoe Muskoka", it's YMCA's logo. 171. Q. Okay. And you are saying is this letter in breach of her obligations as a counsellor?
A. Yeah because she knew that all -- all those allegations are lies. See those are the same allegations about abuse, about some flying plates, all - all this


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nonsense which never happened，actually．And she knew about that－that it never happened．And she says here that，

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***"I informed Alla and Valentin that this was a case of abuse and they gave them printouts about elderly abuse translated into Russian with Google translate．＂
Google translate，we have our opinion about that too． ＊＊＊＂I also told them that deny＂，blah blah blah－－ whatever．Basically，what＇s important here that she gave Nikityuks that printout with the book and later Nikityuks use pretty much every item from that book for abuse allegations．Like Valentin Nikityuk，for example，in his affidavit for－－for some motion she basically lists like every item from that book exactly like it was there，except sexual abuse because probably of their age．All kinds of abuse there were－－there were－－so basically she－－she mentor mentors them how to do that． 172．Q．Okay．And that＇s fine，I understand．And this letter is one of－－one of the pieces of evidence of the YMCA agents making false statements about yourselves to third parties？
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A．Yes．
173．Q．Right．Okay．
A．Yes．
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1174.
Q. Okay. I'd like to go to paragraph 27 of the statement of claim...
A. $\mathrm{Mm}-\mathrm{hmm}$. 175. Q. ...can you review that?
A. Mm-hmm. Yes.
176. Q. Now in this paragraph you list various things that you say are defamatory about you. We don't have to go through the entire list one by one, but is the letter we discussed a moment ago part of this part of this list?
A. Yes. If we can say that it's part, but basically that letter is the least of these things. 177. Q. Okay. And now besides this letter there are other letters between YMCA and third parties...
A. $\mathrm{Mm}-\mathrm{hmm}$. 178. Q. ...right?
A. $\mathrm{Mm}-\mathrm{hmm}$. 179. Q. We've produced them for you, you have your own copies of those letters...
A. Yes.
180. Q. ...right?
A. And most of them are listed in Volume 6. 181. Q. Okay.
A. Because we collected everything from both affidavits of YMCA and Nikityuks in Volume 6 for convenience.


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182. Q. Okay. That's great. Can we go through this quick exercise...
A. Oh, sure.
183. Q. ...of you pointing each document that fits the description of this defamatory statements in Volume 6?
A. Okay. Let - - at the Tab 3, Yana Skybin to Anthony Cuthbert, who is the lawyer.
184. Q. Yeah.
A. ***"I have a case of elderly abuse. It's a couple. They were sponsored by"...
185. Q. Okay. Yeah. We - you don't have to read the whole thing, but you're saying that there is statements in here that are defamatory?
A. ...yes.

MR. BORNMAN: Is there both a tab number on that?
WITNESS: Tab 3.
MR. KRYSIAK: Tab 3. Okay, I'm...
WITNESS: And there are several letters in Tab 3. BY MR. KRYSIAK:
186. Q. ...okay, well we can -- we can -- I want to make a note of all of them...
A. $\mathrm{Mm}-\mathrm{hmm}$.
187. Q. ...for myself. We can go one by one here, we don't have to read them all...
A. $\mathrm{Mm}-\mathrm{hmm}$.


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1 188. Q. ...as long as you recognize them and confirm 2 that they're an example of the defamatory statements?
Q. ...as long as you recognize them and c
A. You have numbers all I...
189. Q. Yeah.
A. ...those are my numbers so, letter number one -- email number one...
190. Q. Okay. That's fine.
A. ...is different matter. Yes, letter number six I would suggest that is also a different matter because it involves one more...
191. Q. Can you give me a tab?
A. ...itıs the same tab.
192. Q. Okay.
A. Number three with the number six.
Q. Okay.
A. Because it involves one more -- even two organizations into this defamation, it's Equifax and Transunion.
194.
Q. Number six, you say?
A. Number six, yes.
195. Q. And this is from Anthony Cuthbert to Yana Skybin?
A. Yeah, you see, it's actually conversation and what I'm saying here that we - - we can figure two more organizations here which were involved in all these


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A．．．．to get that information．
Q．Yeah．
A．Ah，on the same Tab 3，number 11．By the way，here this is－－they they reply，actually，from Anthony Cuthbert－Cuthbert to Yana Skybin where he warns her，
＊＊＊＂Please note that I would caution Mr．and Mrs． Nikityuks about making any verbal charges that could be interpreted as slanderous＂．

But she didn＇t care about that，she continued to do all this stuff．Neither did Nikityuk． 198．Q．He＇s cautioning Alla and Valentin here， right？

A．Yeah，actually，the letter address to Yana Skybin．

199．Q．It says，＊＊＊＂I would caution Mr．and Mrs． Nikityuk about making any verbal charges that could be interpreted＂．．．

A．Yes．
200．Q．．．．＊＊＊＂interpreted as slanderous．＂
A．Exactly．．．

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201.
Q．He＇s．．．

A．．．．but the letter is addressed to Yana Skybin． 202．Q．．．．okay，but．．．

A．So she was aware of that．
Q．．．．no，no，I know，but you can＇t say he＇s cautioning Yana，he＇s clearly cautioning the Nikityuks．

A．Okay．
204.

Q．Okay．
A．It just an interesting statement which may be relevant．The point is that she knew about this warning and she didn＇t cut the losses，you know，she didn＇t tell anything Nikityuks that they must stop．And that was her duty，actually，as a counsellor． 205．Q．Okay．Next．．．

A．Okay．
206．Q．．．．next document？
A．I＇m going through．
207．Q．That＇s fine．
A．Okay．Tab number six and email number six． It＇s Yana＇s email and she says here that she just spoke with Ernst Ashurov．And Ernst Ashurov is a criminal lawyer．
208.
Q．Okay．

A．And we can figure here what she was speaking

about as I'm sure. And in the same tab email number eight at the at the back page -- eight the back. 209. Q. Yeah.
A. ***"I left you a voice mail. I called a couple of lawyers in Toronto." So two more lawyers in Toronto she called with the same stuff. By the way, Tab 7 is that police report $I$ was referring to before when Nikityuks moved out and that was a big performance before our neighbours.
210. Q. Okay. And in this police report, is there anything here you want to point out to me that's a breach of any YMCA policy or duty?
A. Ah, not this specific report, but the fact the report is about. She organized all this police stuff, basically ...
211. Q. She - who's she?
A. ...she, Yana Skybin.
212. Q. Okay.
A. She arranged this Nikityuks moving out and we have witnesses of that. And basically that moving out it was just an act of humiliation because some our neighbours still avoiding us. Probably thinking that we are some kind ex-cons living there because police car was staying by our house for a few hours.
213. Q. So are you saying that the move out was done

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 with the intention to harm you?
A. Yes. They could move out easily. Nobody resisted them. They could pick up whatever they wanted, they could do whatever they wanted, but they -- by some reason they decided to do that with the police. What was the police for, that's my question. The - - the only answer for that, keeping in mind that all -- all abuse accusations are false, the only reason for that was to humiliate us. 214. Q. Before this move out of October 24th, was there any discussions between yourself and Alla and Valentin about...
A. No.
215. Q. ...moving out?
A. They - - they left the house on October 17th and returned back for moving out on October 24th. There were no in contacts.
216. Q. Do you know where they were during that week, approximately?
A. Ah, now we know. At that point we didn't know.
217. Q. Did you try to contact them during that week?
A. We tried to do that by all means we were searching them as missing persons through the police. We were contact - - contacting all their friends. We were worried about them because they left like at 9 - 9:00 p.m.
all of a sudden，with couple of shopping bags．And－－well they didn＇t return back at that specific day and next day we started to call everyone on the list we thought they might knew．And well at that point no one actually knew where they were going．

218．Q．Okay．
A．So the day after that we filed the missing persons report．

219．Q．Okay．When you were calling people asking for their whereabouts，did you call Yana？

A．Yes，of course．
220．Q．And what－－what was the conversation？
A．It＇s in the log，actually，under Tab 1.
221．Q．Okay．
A．There－－there was a call from Svetlana and she didn＇t pick up，that＇s what she said in the ．．．

222．Q．Okay．So you didn＇t speak to her－－to Yana， over that week？

A．No．
223．Q．No，okay．And what happen．．．
A．I－－I didn＇t speak to Yana like ever，my
wife did．
224．Q．Never，okay．What happened on October 17th
leading up to their－－their move out？
A．On October 17 th when Nikityuks left the

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house．
225．Q．Yeah？
A．Pretty much nothing．What happened before， Nikityuks，by some reason and with help of Yana as we figured later，closed joint account on Scotiabank and didn＇t notify us about that and I used that Scotiabank account for transit payments for mortgage，actually．And that was joint account for four of us，myself，my wife and both Nikityuks．And Nikityuks closed it and didn＇t tell us anything about that．It happened，as we know now，on October the 8th，2011．In the beginning of October I figured that $I$ don＇t see that account on my on－line web page and $I$ cannot transfer money to or from it and $I$ called the bank several times and $I$ was arguing with the banks， ＇Like why you close my account，like，what the hell＇s going on＇nobody could tell me what exactly was going on． Nikityuks were sitting in－－in the corner giggling，you know laughing，and I couldn＇t figure out what－－what the hell＇s going on．And a few days later we called again and again and the account wasn＇t still working and finally on October 17th Svetlana went to the branch and spoke to the branch manager．And the branch manager told that Nikityuks close the account on October the 5th．And Svetlana told me about that and I asked Valentin，＇Why－－why you closed the account＇．And he said，＇Because＇－－because．And，well，
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1 we started to talk about accounts and what are they for and 2 I tried to figure out the reason why, actually, they closed 3 that account and also I -- I don't -- I didn't understand 4 what -- what was going on. And then all of a sudden they 5 are -- well, it was in the middle of the day and then at 6 9:00 a.m. well, we see them at at the exit, like...
A. ...p.m, I'm sorry. And, ah, basically that it's it. And Valentin was going to go by car. We leased for him, but at that point we figure out that they are leaving because they were speaking about social housing and how Yana knows how to do that and all this stuff like months before. And we figure that they is leaving because they were with shopping bags and bag;. And they took the garage opening button from the shelf, which is normally attached over there, and said 'Valentin that you cannot go by my car. Please leave my car. Give me the keys.' And, well, basically the reason for that is that Valentin Nikityuk didn't have insurance, actually, because our insurance policy was only for people living at the same address. And I was talking to him about that before and like a few days before. Maybe it's -- it was even on October 17th, I don't recall exactly. That if you want to live at a separate address, please go to Mr.

Tatrof(phonetic) who is well known insurance broker and ask


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how much will be separate car insurance for you． 227．Q．Mm－hmm．

A．I knew that it would be like $\$ 300$ or something like that per month，but in my case it was about 100，so Valentin was always like occasional driver on my car．And，well，it was some argument about that like Valentin all of a sudden he pulled out his emergency phone． We didn＇t know at that point where he get it from and what for．．．

228．Q．Yeah．
A．．．．and he was like，＇I just press a button here and police is at your door＇．I immediately said to him，＇Okay．Press the button then＇．He was all confused． Didn＇t press the button and actually he had also my cell phone which was working，because later he－－he claimed that phone didn＇t work or something like he didn＇t press the button because he knew that probably it would be false call the police，or something like that．And，well，my phone was working，he didn＇t use it．Home phone was working，he didn＇t use it．Finally Alla told him，＇Okay． It＇s their car，give them back the keys．Let＇s go．＇He gave me back the keys from the car．Dropped my cell phone －－well，his cell phone I was paying for before my legs like of the floor and they left． 229．Q．And that＇s it？

$2 \quad 23 \mathrm{j}$. 3 through ...
$5 \quad 231$
A. That's it. That's what happened.
Q. Oka'. Okay. We're still at Volume 6 goii1g
A. Oh, yeah.
231. Q. ...the different - the different documents. Let's go to the next one.
A. We are looking for different defamatory in then next one?
232. Q. Yeah.
A. Okay. Client report to Ontario Works, it's actually Nikityuks document. It's tab number nine. 233. Q. Yeah.
A. It's - - well it looks like Nikityuks actually created them, but - well they don't understand English and actually it's all Yana's wording over the way like 100 percent sure about that. 234. Q. And how did you...
A. In - - interpreted and twisted. 235. Q. .. how -- how did you get a hold of this document?
A. ...it was in one of the affidavits, or both, in YMCA or Nikityuks or both. We just collected all this stuff from everywhere.
236. Q. Okay. And you're fairly certain that this is Yana's writing?

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A．Ah，well Nikityuks don＇t speak English．She was at least translating－at least． 237．Q．Mm－hmm？

A．But－－well，we know how she translates，so there are other evidences for all of that how she translates，so．Our opinion is that－－well，it＇s actually Yana who created that document．Nikityuks just signed it． 238．Q．Okay．Okay．

A．Okay．Another tab is 10．It＇s Yana Skybin email to Ulana Domazar．Basically，yeah，this is email which says that we stole everything from Nikityuks． 239．Q．Okay．

A．Okay．This is Nikityuks．Okay，tab number 12．It＇s from Yana Skybin to Sasha Green，one more lawyer．．． 240．Q．Mm－hmm．

A．．．．I think it＇s like fifth or sixth （inaudible）story．So basically it says that we somehow misappropriated Alla＇s pension． 241．Q．Can you point me which line？

A．＊＊＊＂When the time came＂，the second line，
＊＊＊＂We confirm with the Russian Pension Board they received the info through the fax．It went to her daughter＇s account and it used to while they were living with them＂．


1 It wasn't actually daughter's account. It was their
2 account which was opened in 2005. They were in complete 3 control and this message implies that daughter controlled 4 their pension.

5242 . true.
Q. And that's the...
A. And - - and says...
Q. ...that's the defamation?
A. ...yes, of course.
***"The daughter has her pension and Alla has no contact with her daughter, we need you to request that the daughter send the pension through your office. "

Well, it's all completely twisted because Nikityuks always were in full control of their pension and, basically, here they just imply that they didn't have access and we - and we hold that access from them and, whatever, which is not
244. Q. Okay. And now did - what happened with this -- with this letter, did you or your wife eventually get a letter from this lawyer?
A. Yes.
245. Q. Okay. And...
A. We got a letter from our -- what was her name, Green and Green - - we - - we actually have it somewhere.

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1246.

9 will be commenced on.
Q. Okay. 249. Q. Mm-hmm. reason of that. Cannot guess.
250. Q. Okay.
Q. . . Wall-Armstrong and Green, right?
A. Arm - - yeah, Armstrong and Green, yes.
A. And there was a demanding letter that which was we have it somewhere in the documents, we can find it if -- if you need, which was saying that Alla's pension was inadvertently deposited to your account and you must return it as soon as possible otherwise recollection
248. Q. Okay. And then how did you reply?
A. And we responded to that. Nikityuks were always in full control of their pension and if they want to transfer pension to some bank account, basically what they have to do they have to send request to Russian Pension Fund in Russian, the language and the Russian Pension Fund.
A. We will transfer pension to any account they want. The only thing that should be account on the same name as the pension holder. So what they did back then, they transferred without any our participation, of course, because they were in full control. They transferred Valentin's pension to different account, but by some reason they didn't transfer Alla's pension, I'm not aware what


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A. And that pension was our transfer to the same account as it was transferred before. It's the same account which was opened for Nikityuks in 2005 and they used it to withdraw funds from this account even being in Russia with debit card and then later that account was used for their support payments all the time and pension was deposited to the same account and they always knew that it was deposited to the same account. And why they didn't transfer from this account to the new account, we don't know, but of course Yana knew all this stuff because well, she's settlement counsellor and before that she even asked Svetlana how to deal with Russian pension, we have mail about that. And -- well, she knew how to deal with Russian pension, but.
251. Q. Okay. Did this problem get resolved?
A. Yes, eventually, sure. Nikityuks transferred Alla's pension to the new account too, eventually. 252. Q. Okay. All right. Let's continue.
A. Okay. That's one we know all ready, it's support letter, Tab 13.

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253. Q. Yeah.
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A. To whom it may concern. Okay. Tab number 14. It's a communication between Yana -- Yana and Joanna Kozakiewicz, who is a lawyer too. Here she says that, ***"They have been advised that considering there


1
is no income coming from any other source and their pension deposit from Russia will arrive in June 2012，they should withdraw whatever money they have access to＂．

Important part here is that there is no income coming from any other source．And there was income coming from us， actually．We never stopped supporting them and it＇s like the whole point of this story that we didn＇t support them， but we always did．Of course we have proof of that． 254．Q．Okay．

A．And，well yeah，okay，maybe it＇s not that relevant here．Okay．Um，Tab 14，it＇s the next document which I suppose is taken from affidavit of Alla and Valentin Nikityuks．It＇s a document again signed by Alla and Valentin Nikityuk．

255．Q．Yeah．
A．Report abuse，it＇s urgent．And that document went to CPC Mississauga，which is actually immigration office．And they sign it，but again，it＇s Yana who created this document．

256．Q．That＇s your belief，ris：rht？
A．Yeah．
257．Q．Okay．
A．Another thing，tab number 15．It＇s a communication between Yana Skybin and some Rosemarie，we

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1 actually - - I'm not who - - I'm not sure who is that, but, 2 um, basically Yana suggest re-evaluation -- re-evaluation

3 of sponsorship agreement. I - - I'm thinking that she was
4 communicating with immigration and that Rosemarie
5 (inaudible) supposed to be someone from immigration. And 6 what is that re-evaluation of sponsorship agreement mean.

7 I actually don't know, there is no such operation as re-
8 evaluation of sponsorship agreement, but - - well, basically
9 it's just intrusion on the contract relationships because sponsorship agreement it's between my wife, myself, Nikityuks and the Government of Canada. What -- what to do here with Yana Skybin.
258. Q. Well maybe tomorrow your lawyer can ask Yana about this point. That would make sense, right?
A. Yes.
259. Q. Okay.
A. But this message implies that there was also some communication around this messaqe. 260. Q. Okay. Okay.
A. Before or after. And another re-evaluating message the next tab. Tab number 16 communication between Yana and Ulana Domazar.
***"They, Nikityuks, called Pratt Homes and discovered that the home was originally purchased and listed in Pavel's name. There must have been


9 immigrated in 2008. like a very thick...
262. Q. Yeah.
Q. Okay. Next?
A. Another communication - Tab 17 another communication between Yana and Joanna Kozakiewicz there were - - see there is a whole bunch of documents listed here. I didn't attach them here because they -- well, it's
A. ...piece of paperwork, but all those documents in one form or another they are presented in different briefs so we can actually find all of them. But see what's happening here, she is trying to engage Joanna Kozakiewicz allure some how with all this fabricated stuff letter when Valentin was opened his access card which completely false, new power of attorney, it's all done before and basically, well.... 263. Q. Are you saying that all those documents paint
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1 you in a bad light - - make you look bad, all these
2 documents and that's why this letter is defamatory?

4 like....
5 264. Q. I - - I simply want to know which part of that 6 letter is the defamation?

7
8
9
A. Not all of them, but some of them for sure اike...
A. The fact itself is defamation because the purpose of this thing was actually to engage a lawyer into this case which actually based on false accusations and okay, they managed to collect some statements and stuff which basically don't say anything, but it's -- like it looks like a whole big case, you know, (inaudible). 265. Q. Okay.
A. But the case itself is fabricated, that's (inaudible).
266. Q. Okay. Anything else in there?
A. There is the following up conversations with Joanna Kozakiewicz and Yana and - - yeah, okay, probably we go -- okay, tab number 18. 267. Q. Yes.
A. It's between Yana Skybin and Cresteena Fernandes, who actually was retained at some point. 268. Q. For what purpose?
A. The purpose is right here. They tried to negotiate with us support amount and came up with this

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1 ridiculous numbers like 3,000 per month and they need two 2 bedroom apartment and they need -- well, all kinds of 3 it's all drafted by Yana because see it's a draft...

4 269. Q. Yeah.

9 and Svetlana already found out where they live. They
10 harassed everyone and somehow found out." See, everyone is 11 a lot of people. And we actually need to figure out who

12 that everyone is, and we will be asking actually what - -
A. ...from Yana to Cresteena...
270. Q. Yeah.
A. ...on behalf of Nikityuks, or whatever. And see like stuff like paragraph two for example, ***"Pavel how we harassed those everyone and... 271. Q. That's a good question. Now are you saying you were negotiating with Cresteena Fernandes about support payments?
A. ...yes.
272. Q. Okay.
A. And at that point we retained a lawyer, actually, and our lawyer was initiating this Cresteena Fernandes.
273.
Q. Okay.
A. It was different lawyer it was, you know, same lawyers.
274. Q. Okay. And was there ever an agreement
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1 reached about...

3275
6276.

11 Skybin. down?
A. No.
275. Q. ...support payments? Negotiations broke
A. Yes.
Q. Okay. Okay. What's next?
A. Ah, yeah, one document $I$ would like to point your attention to, this is tab number 20, I was referring to it before. This is the application of Nikityuks to Ontario Works and see at the bottom next of kin, Yana
277.
Q. Yeah, I see it.
A. Tab number 22 it's a letter from Alla and Valentin Nikityuk to Sheila of social housing, Ontario Works, but this letter again is drafted by Yana Skybin. 278. Q. Okay.
A. And you - you even can see that because it's the same formed as Yana uses in all her letters. 279. Q. Okay.
A. It looks like Nikityuks sign it, but actually it's it's Yana who did that. 280. Q. Okay. And can you point me the -- the defamation in there?
A. Yeah. No, it's - it's not this letter about defamation, let me take a look maybe it's next one. I know

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1 that there was something to social housing with defamation, 2 but it may be different letter. Yeah, okay, please ignore 3 this 22 tab.

4 else.

BY MR.
Q. Okay.
A. I - - I probably was thinking about something 282. Q. That's fine.
A. Yeah, I think that's it, actually. I know that there were a lot of other correspondence in all those -- take a few minutes, but we basically selected the most important letters here, but there were much more of them. 283. Q. Okay. Okay. That's fine.

MR. KRYSIAK: How are we doing for time?
COURT REPORTER: It is 12:05.
MR. KRYSIAK: I'm almost done -- we can go.
284. Q. Okay. Can we go to paragraph 29, please?

Read that to yourself.
A. Yes.
285. Q. Okay. My question is about the conspiracy allegation that's in the third last line...
A. $\mathrm{Mm}-\mathrm{hmm}$.
286. Q. ...saying that Alla and Valentin conspired with Ms. Skybin, YMCA to cause plaintiffs harm?
A. $\mathrm{Mm}-\mathrm{hmm}$.

287. Q. Other than all the evidence that we talked about this morning so far, is there any other evidence you want me to point that shows the conspiracy?
A. Shows the conspiracy. Well one important thing is that Alla and Valentin actually don't speak English. They don't use internet a lot. They cannot figure out, let's say, how to apply for social housing on the priority basis on their own and Yana Skybin was always there...
288. Q. Okay.
A. ...for them.
289. Q. Okay.
A. And during all this process we actually can see that she helped them to fabricate the evidences of abuse. She wrote that support letter for them, which was completely fabricated because Nikityuks couldn't collect any other evidences despite that they were instructed to. And, ah, basically if it wasn't for Yana Skybin it wouldn't go anywhere because...
290. Q. Okay. So you're saying that the evidence of the conspiracy is the documents that we've -- we've gone over this morning which -- which show, in your opinion, Yana fabricating evidence..
A. ...yes.
291. Q. ...for her own purposes?

 3


293.
documents that we went over this morning，there＇s nothing else in your production that $I$ haven＇$t$ seen yet that shows conspiracy？

A．In my production probably no，but there is a lot of stuff which is not taken from other affidavits to our Volume 6 which can be went through and can be used as evidence of that． 294．Q．Okay．

A．There are other emails，there are letters which basically repeat the same fabricated events or－－ well，what they call facts，whatever．．．
295.

Q．$\quad \mathrm{Mm}-\mathrm{hmm}$ ．
A．．．．we can put it－I don＇t know，in all possible variations and to different organizations，to different third parties． 296．Q．Yeah．

A．But pretty much it is all the same． 297．Q．I－I see what you＇re saying，but I＇m－I want something else if you－－if there was something else I＇m very interested in seeing it．Not a recounting of the story of Alla and Valentin to third party organizations，I

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don't want that. I want some other documents that show conspiracy between Alla, Valentin and YMCA and Yana. Now you don't have to look for them right now, but I'd like you to review all the documents you have...
A. $\mathrm{Mm}-\mathrm{hmm}$.
298. Q. ...as well as review the YMCA documents which we provided to your lawyer...
A. $\mathrm{Mm}-\mathrm{hmm}$.
299. Q. ...and if you can point to anything else besides what we already discussed today...
A. $\mathrm{Mm}-\mathrm{hmm}$.
300. Q. ...to show conspiracy?
A. But $I$ don't have to do it right now.

MR. TIMOKHOV: I object to that undertaking. You
have the documents, you can question on any particular documents. You had an opportunity to review it, we will not produce this undertaking. MR. KRYSIAK: My -- well what I'm asking is evidence of conspiracy.

MR. TIMOKHOV: You have it in production, you can review it and question my client right now. You had an opportunity to refer to it. We are not making this undertaking, if you are looking at for it.

MR. KRYSIAK: I know what's in my book, that's


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not what ．．
MR．TIMOKHOV：You can question him on．．．
MR．KRYSIAK：．．．what I＇m asking．
REFUSAL NO．1：To review all documents and produce the documents which show conspiracy between Alla，Valentin and YMCA and Yana Skybin．

BY MR．
301.

Q．So my－－okay，then my question is，can you point to other documents showing conspiracy right now？

A．There is a document which we requested to produce，which is a very important document，but it＇s not produced here．Ah，see there is the application－the initial application for Nikityuks for social housing．And there are three attachments to that application，which supposed to go into the sealed envelop．And they were not produced，but all the check boxes are checked in the applications．

302．$\quad$ Q． $\mathrm{Mm}-\mathrm{hmm}$ ．
A．And we know that those documents are there． And one of them is，we guess，is the supporting letter． 303．Q．Yeah，but that－see，that＇s not the that＇s not the answer to the question that $I$ asked．$I$ asked for more documents of conspir－－showing conspiracy．

A．The－－the support letter is the conspiracy because－－well，I explain it．Can we look at one

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1 document, please. Yeah, okay, I didn't see that, so far.
7304.

BY MR. MR. BORNMAN: This -- well this is in your these are -- you should have in Volume 5 with the document brief. WITNESS: Might be something different.
Q. Maybe you guys need to review your documents rather than us reviewing ours?
A. No, no, well I wanted to point you to one simple fact, if you don't mind.

MR. TIMOKHOV: You have our production, you can question him on production. You don't have him to volunteer, you know. He produced what is in the best of his memory. You have our documents to review the rest of the documents and question him on particular documents. That is the purpose of discovery. That is like what lawyer supposed to do.

MR. BORNMAN: He's entitled to know what documents his case is resting on. MR. TIMOKHOV: Exactly. You have all production in your possession. You can question him on. MR. KRYSIAK: That's right.

BY MR.
305. Q. And my question was, to show me documents

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MR．TIMOKHOV：My client produced to you his all documents that he remembers now and he said there －maybe there are other documents that he doesn＇t remember now，but it＇s in the other production（inaudible），that＇s what he said，what else do you want to know． MR．KRYSIAK：Okay．So there are no other documents？

MR．TIMOKHOV：No．He said there are other documents in the other volumes．He just said it right now，like two minutes ago．That＇s what was his answer．What else can you just ask him for．

BY MR．
306．Q．Are you saying that there are documents showing conspiracy in the other volumes，but you can＇t point to them？

MR．TIMOKHOV：I＇m saying that he－－he indicated
all documents that he comes to his mind right now，but potentially there are other documents that were produced to you and the lawyer for Nikityuks，that＇s what he said．And you can

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question him on these documents right now．It＇s －－it＇s your．．．

MR．KRYSIAK：Yeah，but I＇m trying to save all of us a lot of time rather than going by every tab of 300 some tabs．I＇m simply asking whether there is a specific document that you have in mind that shows conspiracy． MR．BORNMAN：If your client．．． MR．TIMOKHOV：You have his answer．If he remembers any other documents he has，but otherwise his answer was that there is potentially other ．．． WITNESS：I actually have．．． MR．TIMOKHOV：．．．document he doesn＇t remember right now． WITNESS：．．．at least one document more I would like to point out．

BY MR．
307.

Q．Okay，then．．．
MR．TIMOKHOV：All right．
BY MR．
308.

Q．．．．point it out，please？
A．Well could you please open Volume 6 Tab 2. This is the escape plan created for Nikityuks by Yana skybin，it＇s－－I suppose it＇s her handwriting．And in

this plan actually there are a few things Nikityuks were supposed to do when they were going to leave the house safely. And, well, one of them for example is number 13. ***"Record threats on a dictaphone and keep diary of encounters." They were specifically instructed to do that, like when someone yells at them or whatever that means, I don't know. They don't have those records, despite of they specifically instructed to make them. That's one thing. Another thing is that -- well, when you apply for social housing on special priority, there --. there is a reason for that, such as of abuse. And in this case you must provide evidence of abuse. Evidence of abuse it's either police report, which Nikityuks don't have. It might be medical report, which Nikityuks don't have, but they could have if there was something to put into that report because as you recall, they were going to their family physician in August 2011, 22nd. And they don't have that either. So they don't have anything to support their abuse accusations and they cannot have because there were no any abuse. And when they came to Yana finally with empty hands, despite they were instructed to provide all those evidences in 90 days after application to social housing, they didn't have anything and Yana, actually, had no any other choice than to fabricate them that support letter which is another possible evidence which can be accepted by the social

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housing. It might be a letter from settlement counsellor or social worker or something like that. And that was the only choice they could do somehow because they didn't have anything else. And that's conspiracy because she knew that the false accusations are false - - all abuse accusations are false, but yet she provide them with this letter, which they later used everywhere because it says, to whom it may concern.
309. Q. Okay. And you pointed me to a document at Tab 2, point 13, can you specify which part of that is the conspiracy?
A. Conspiracy is not part of this document. 310. Q. But that's what I was asking you for?
A. Yeah, but this are document and missing evidences they say that there was a conspiracy because Nikityuks were specifically instructed by Yana to provided evidences, but they could not. And then they came to Yana again without any evidences and she fabricated the evidence for them. And this document actually the part which points to that it's - - it's paragraph 13 which says, ***"Record threats on a dictaphone and keep diary of encounters ", but they don't have anything like that. And there were any - - there were other documents like this. 311. Q. But how does that evidence of conspiracy?
A. Because she provided them with fabricated

evidence when they didn't have any real evidence. 312. Q. And where - where are the records of that fabricated evidence?
A. It's - it's her support letter the Nikityuks. It's - I believe it's number 13. Yes, to whom it may concern December 20. 313. Q. Oh, we're back to this?
A. Yes. But see, you - - you see my point, right. Because they were supposed to provide evidences, but they didn't have any and Yana provided them with the fabricated one.
314. Q. Okay. At paragraph 29 you say that this conspiracy caused you harm?
A. Yes.
315. Q. What harm did it cause you?
A. One second. I have four copies of that.
316. Q. What is it?
A. This is the list of damages and costs.
317. Q. I - has this been made an exhibit?
A. As of today -- no, it's as of today.
318. Q. Okay.

MR. BORNMAN: Are you wanting to make this an
exhibit -- well I...
WITNESS: I have four copies.
MR. BORNMAN: ...it's not your examination, I

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guess we can -- it's up to...
BY MR.
319. $Q . \quad W e l l$ we won't make it an exhibit, we'll
we'll we can make an exhibit tomorrow, I suppose. I'll
look at it, but can you walk me through this. This is a
document entitled, Losses by day - - by today all dates.
A. Okay. We can go section by section of how
(inaudible) .
320. Q. I don't - if you want to go through - - yeah,
the sections with the bold writing?
A. $\mathrm{Mm}-\mathrm{hmm}$.
321. Q. Yeah?
A. $\quad \mathrm{Mm}-\mathrm{hmm}$.
322. Q. Okay, yeah, if you can give me a brief
explanation?

A．Okay．Section－－the first section， Nikityuks before Canada expenses．There was an understanding in the family before that Nikityuks actually pay me back all Canada expenses when they came to Canada． But when they left the house on October 17 th and started to accuse of abuse and all this bad stuff，they actually rejected to pay me those expenses back．And the cost for that is－－well，all this big thing which wouldn＇t be possible if it wasn＇t for Yana．Okay．Next section， Nikityuk court fees，that＇s should be clear．Next section，


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Nikityuks CPL motion because Yana instructed them to register CPL motion against my house. Next section, damages for defamation it's separate.. I claim here only 125, 000, but --well, in the claim -- in the actual claim it's 200,000. It's damage to my reputation. Next section, Honda Civic insurance, which I was paying for Nikityuks Honda Civic when Honda Civic was staying in the garage because Nikityuks left the house and couldn't use this that car anymore, but it was purchased basically for their exclusive use. Honda Civic lease is the next section. Then Honda Civic maintenance. Then all legal -- legal fees. And different expenses like parking at the court, parking at the lawyer, every dollar is there. And Nikityuks office expenses because $I$ had to do a lot of filing and other stupid stuff and spend my time with it. Postal expenses because I have to send gazillion of letters everywhere. Second, accommodation, it's what I am actually paying for Nikityuk's subsidized apartment currently because if they were still living in my house with us, as it was negotiated with them before, I wouldn't have to pay those expenses. Overall, it comes to 275,000 as of today, actually, one payment is missing here. It's my payment my last payment to my lawyer. Do you have so it's actually 286, 000 as of today, because it's as of as of yesterday. Everything is in balance statements, in


documents．
323． Q ．What＇s this tax return section？
A．Yes．I can explain that．When Nikityuks
were living with us in the house together I was paying them income．Because well，it＇s－－it＇s easy，four people live in the house with annual budget approximately $\$ 8,000$ ． It＇s easy way to split the income．Basically，what I was doing，I was paying them investment interest on those money they send to us．Those money we－－for－－for tax purposes we hold them a loan agreement and I was paying investment interest on that loan．Investment interest is tax deductible for me．So when four people live in the house， income is splitted and everyone of four has income 20，000 per year．Which puts everyone in the house in the lowest tax bracket．When Nikityuks left the house I have to carry all my expenses myself so $I$ am in the highest－－not in the highest，but in the high tax bracket now．Basically I am paying 40 percent income tax．If I－－it was 20,000 it would be zero．So that＇s the tax return loss． 324．Q．I noticed that on your table you included your legal fees as．．．

A．Cost．
325．Q．．．．here，yeah．The legal fees are something that＇s that＇s you set out separately in your statement of claim？

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A. Yeah, it's separate.
326. Q. As you -- yeah, as you noticed, so when
when I asked you for your total damages, I don't mean legal
fees because that's something that's assessed separately from your...
A. I understand that, it just...
327.
Q. ...from your...
A. ...it just the total printout. We can
subtract the legal fees and consider them separate.
328. Q. ...okay. Then...
A. It just the -- the total printout -- total.
329. Q. ...okay.
A. That's what I have at this point. I can make two printouts with those and those separate.
330. Q. I'm looking at paragraph one of the statement of claim you were looking at.
A. One second please. Yes.
331. $Q$. There's a list of a through f...
A. Mm-hmm.
332. Q. ...each -- each listinJ a round figure of 200,000...
A. Mm-hmm.
333. Q. ...for each of these. To me that list amounts to approximately $\$ 1.2$ million, are you saying that those numbers are no longer accurate and we're talking

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 about 200 some thousand total based on the list you gave me now?
A. No. The ones in the claim are correct. It just printout, there was one number which is not accurate there. In - - in my printout, defamation loss is 125,000 and I explain where it comes from. There - - there was a very similar case and judge granted 125,000 . So basically that's the number from my account, that's it, but the claim is the claim.
334.
Q. Okay.
A. I'm claiming more.
335.
Q. Well what I'm - what I'm interested is knowing is -- is knowing the difference between this million dollars here and the two -- less than a million that you've set out in your list today. I'd like you to make that -- make up that shortfall for me. Where is that coming from?
A. I'm not sure I understand your question, could you... 336. Q. There is 1.2 million listed in this claim?
A. Overall it - it says 200,000 of the - - and basically that list is it's just -- because I don't know what part and how much is it for, like, so. 337. Q. Well this is - we have to - - we have to get this down. We have to be a bit more concrete than - than


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listing round numbers at this point．There＇s 200， 000 listed six times for six different heads of damages．．．

A． $\mathrm{Mm}-\mathrm{hmm}$ ．
338．Q．．．．are you saying that＇s accurate，this is all accurate now．Your claim is actually 1.2 million dollars？

A．No，the claim is 200， 000 ．
339．Q．Okay．
A．It just－－I don＇t know how to distribute that 200,000 between $a, b, c$ and all this stuff．

340．Q．Okay．That means it＇s not 200， 000 each，it＇s 200，000．．．

A．Yes．
341．Q．．．．proportionally divided？
A．Yes．Yes，proportionally divided，yes．
342．Q．Okay．It＇s－it＇s a matter of draftsmanship of the claim？

A．Yes．
343．Q．Okay．I don＇t have any further questions．
SVETLANA DANILOVA：DULY AFFIRMED
EXAMINATION BY MR．
344．Q．Ms．Danilova，are you the Svetlana Danilova referenced as the plaintiff in court file 12－0545－SR and．．．

A．Yes，I am．
COURT REPORTER：Sorry，can $I$ just stop you for a


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minute，I＇m going to need to move that microphone down because $I$＇m not picking her up on this one down here．Perfect．Thank you．Okay．Go ahead．

BY MR．
345．$Q$ ．My questions are going to be for Pavel Danilov however，Mr．Danilov，if you believe Ms．Danilova has better information than you on a specific point，will you advise me of that？

MR．DANILOV：Yes，I will．
EXAMINATION OF PAVEL
BY MR．
346．Q．You admit that in 2008 Valla and Alentin
Alla and Valentin Nikityuk transferred approximately
260， 000 U．S．dollars to you？
A．Alla transferred $\$ 260,000$ to our joint account with Svetlana，yes I admit it．

347．Q．And would you agree that you had an agreement with Valentin and Alla Nikityuk about that money？

A．Yes．
348．Q．Can you please explain to me what that agreement was？

A．Yes，I can do that．And I＇m going to refer to the sponsorship agreement which $i_{\text {fii }}$ in Volume 1，Tab 11. 349．Q．Of the．．．

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A. Of my -- or our document brief. Ah, this is the sponsorship Agreement and you can see that there is my signature on the right. That sponsorship agreement was signed in October, 2004 when actually the decision that Nikityuks immigrate to Canada has been made, in principal. And, basically, that signature is - - it cost something because at that point in 2004 we were in -- well, tough financial situation. I was working -- the only provider in the family and my annual salary was approximately 40,000 per year and I couldn't afford to have two more adult dependents with me and, basically, that was my concern when my wife, Svetlana, approached me with the possibility of sponsoring her parents and I asked her how we going to fund this stuff, where the money come from. And later it was discussed with Alla Nikityuk that they will sell everything the family has in Russia and bring all that money to Canada. And when that agreement - - well, was reached in principal, I put my signature onto this sponsorship agreement. That was the initial agreement. And at that point I actually didn't know how much family property is going to cost in Russia when it comes to the actual immigration. My is it to be like 40,000, 50,000, 100, 000, whatever. So it was just a guess that it might be enough.
350. Q. The agreement in principal that you just

described，was it in writing or was it verbal？
A．It was verbal．
351.

Q．In your defence to counter claim，if you could open it up，I want to direct you to page 22， paragraph 20.

A．I am sorry．Same problem again，I don＇t have readings with me．

MR．TIMOKHOV：（Inaudible）defence to counter claim，what action？

MR．BORNMAN：This is－－there＇s only one defence to counter claim．

WITNESS：Defence to counter claim，it＇s－－it＇s reply and defence，right？

BY MR．
352．Q．There＇s a reply to the statement of defence and there＇s a defence to counter claim．

A．Yes，okay，open it．
353．Q．And on page 22 the paragraph $20 \ldots$
A． $\mathrm{Mm}-\mathrm{hmm}$ ．
354．Q．．．．beginning at the second sentence．．．
A． $\mathrm{Mm}-\mathrm{hmm}$ ．
355．Q．．．．says，
＊＊＊＂There was another verbal offer which was accepted by the plaintiffs defendants by counter claim in 2004 when the sponsorship agreement was

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356.
Q. ...verbal agreement ..
A. Yes.
Q. ...that you are referring to?
A. Yes. There is...
Q. You.
A. ...yeah, okay.
360. Q. ...sorry. You ask - you - - further down it says,
***"Alla asked back in 2004 would it help if they sell all their property in Russia and give all money to the plaintiffs"?
A. Yes.
361. Q. ***"As this was a matter of life and death back then. Plaintiffs promised to think about it and after a few months of thinking about it to agreed -- agree to provide lifetime support for parents in exchange of, unknown at that point, lump sum of proceedings from property sold in Russia."
A. Exactly.
362. Q. Is that accurate?

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363. Q. Were there any other terms to that verbal agreement?
A. What time frame you are talking about?
364. Q. I'm talking about 2004. The agreement that caused you to sign the sponsorship agreement?
A. There were no terms. It was basically mostly verbal discussions about that and -- well, see, my wife she loved her mother very much. And she was concerned about her health and health of her stepfather and she always took good care of them. On the other hand, my parents they died when I was very young. I basically was student at that time and my dad, actually, dead of cancer. And I couldn't do much about that because $I$ was young, I didn't have anything, I couldn't help them. And when my wife in 2004 approached me with this sponsoring her parents, I was like, 'Okay what like why not.' I couldn't do anything for my parents ...
365. Q. Okay.
A. ...at least I can do something for my wife's. 366. Q. Okay. I just want to be clear as to the content of the verbal agreement in $2004 ?$
A. $\mathrm{Mm}-\mathrm{hmm}$.
367. Q. You've indicated that Alla promised a lump sum payment of an amount at some later point, that amount
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being the proceeds from the sale of their property in Russia，were there any other promises made that caused you to sign the sponsorship agreement？

A．Literally，the conversation was like this， ＇Guys we don＇t care how you do that．We might make it as a gift，we can make it like just send it to you．We will back you everything you paid for us 30 far and we don＇t care how much money overall it would be，but the thing is that we bring everything to you in exchange of lifetime support to us in Canada．＇That＇s pretty much it． 368．Q．And did you discuss what would happen if they weren＇t approved for sponsorship？

A．In this case they would stay in Russia． 369．Q．And what money would they owe you in such event？

A．I＇m not sure what money you are talking about，but we started to support them way before 2004. 370．Q．That＇s what I＇m talking about．

A．Yeah，we we never counted that money．It was like－well，what what important happened in 2004 was that there was－－well，extra expense we had to carry at point．Expense which is related to immigration fees，to tickets back and forth，to－－well，it was something new． And it was a lot of money．And that money was promised to me to be paid back from the proceeding from Russian

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property and it - - the total amount was - - wasn't known to me at that point and nobody cared, actually, because it was said that, 'You can take that from that proceedings whatever you want, we don't care, you just provide lifetime support for us.
371. Q. Okay. I'm still looking at Paragraph 20, which is quite lengthy. I'm looking at the sentence at the top of page 24 that reads, ***"Alla and Valentin also ask for some financial help simply" - - "because simply could not afford expensive cancer treatment, immigration expenses, document translations, air tickets and promised to pay all back" - - excuse me, "and promised to pay back all those expenses from the property proceedings. "
A. That's what $I$ just told, yes.
372. Q. Right. So my question to you is, what would happen if they were not accepted for immigration with respect to the support payments?
A. They would stay in Russia. They, well, it was a matter of - well, life and death for them actually and, well, we would keep supporting them, but we had wills in our favour signed by them in Russia -- back in Russia, so when they passed out we could inherit everything basically.

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373．Q．Did the verbal agreement contemplate whether or not they would still have to pay you back the support payments if they did not immigrate to Canada？

A．Eventually those support payments would come back to us in one form or another．Doesn＇t matter would they accept coming to Canada or not because the only source they could pay me back those support payments was the property proceedings．

374．Q．So your position，as I understand it，is that if they had not been accepted，they would not have had to sell their property to pay back the support payments because you expected to receive it through the inheritance？

A．Yes．And we actually have those wills signed，but they are not produced－－those old wills back in Russia．

375．Q．Okay．Were there any other terms to the verbal agreement in 2004 that caused you to serve the sponsorship agreement？

A．I think that＇s it． 376．$Q$ ．Thank you．In the defence to the counter claim page 61，paragraph－－subparagraph 60（c）．．．

A． $\mathrm{Mm}-\mathrm{hmm}$ ．
377．Q．．．．it reads，
＊＊＊＂During Alla and Valenti．n＇s visit in October to November 2007 when it was made crystal clear
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to the Nikityuks in their own language that, (1) the plaintiffs cannot afford to send them support on a monthly basis anymore,. (2) required extensive medical treatment cannot be received by

Nikityuks in Russia because plaintiffs cannot
afford ridiculously high hidden costs of
treatment without guaranteed results,
Nikityuks" - - "Plaintiffs won't pay for the
Nikityuk's life expenses from their own money, but as the sponsorship agreement of 10 years commitment on plaintiffs, Nikityuks must provide a collateral for all 10 years period of sponsorship to guarantee that the plaintiffs won't be in any financial trouble caused by the sponsorship, and (4) Nikityuks verbally confirm that they intended to sell all their property in Russia to provide the guarantees of their financial stability. They also confirmed their intention to pay back the plaintiffs all before Canada expenses as was discussed in 2004."

Am I to understand that these were additional oral agreements or an additional oral agreement that took place in 2007?
A. I don't see anything additional here. Pretty much it's all the same terms. They were just reconfirmed


because close to 2007 my situation changed a lot because I got a new job. I wasn't in that bad financial position anymore. Pretty much I had twice the income, but the Nikityuks health was deteriorating and their medical treatments were cost more and more and we couldn't afford that.
378. Q. Were there any in 2007 were there any new terms discussed, or reached, by oral agreement?
A. Not - not of my recollection, no. Pretty much all the same.
379. Q. Who discussed the confirmation of these terms with the Nikityuks?
A. Svetlana with Alla. We never discussed anything with Valentin.

EXAMINATION OF SVETLANA
BY MR. BORNMAN:
380. Q. And this question is for Svetlana Danilova, do you remember the conversation where these terms were reconfirmed?
A. It was conversation over the phone. I did talk to my mom, I would say, almost every day. On everyday basis. Whenever it was my way to walk, because I was walking at that time, that time just to had ends meet in my family. And I had the conversation over the phone with my mom, she shared everything with me. I had also the

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conversation with her doctors over the phone through long distance calls and during one of their conversation it was －－I would confer－－I will－－I am－－I confirm everything previously said． 381．Q．Do you remember a specific telephone call or do you have a general recollection that you confirmed？

A．I would say general recollection． 382．Q．And why is that general recollection in 2007？ A．I only－－I always had to go back to my husband because I could not－－I could not even receive the approval from Immigration Canada because I didn＇t have proper income to support my mom and it was only my husband who－－whom I actually convinced to help me to save my mom＇s life because it was a matter of life and death for my mother and for her husband．And．．．

MR．DANILOV：It was cancer，we know now．
MS．DANILOVA：．．．it was cancer treatment．They
－－even if now Valentin says that it was not a cancer treatment，but he mentioned their institution where he received this－－the treatment

BY MR．
383．Q．Okay．
A．And that institution＇c；a．．．
384．Q．Okay．
A. . . .Government of Russia. . .
385.
Q.I. .
A. . ..cancer research institute.
386. Q. ...I'm going to stop you there because I want to return to the question and perhaps it was my fault for not stating the question more clearly, in your defence to counter claim, it states that ***"Du:: :-ing Alla and Valentin 's visit in October to November 2007 when it was made crystal clear to the Nikityuks in their own language. " And then the terms the reconfirmation of the terms, is that true that there was a conversation that took place when Alla and Valentin Nikityuk visited in 2007?
A. Ah, all the conversation was only with my mom. We had never spoke with Valentin in this matter. It was always my mom who made those decj_sion. And $I$ talk to her -- actually, all terms of that arreement were achieved in 2004, because it was the period the period of time when I convinced my husband to become a co-signer of sponsorship agreement. 387. Q. Okay. So there was nothing new discussed in 2007?
A. In 2007 everything was settled in this matter. Settled since 2004. It was same terms. 388. Q. Okay. Do you have a specific recollection of when and where you had a conversation in Canada with Alla


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and Valentin－excuse $m e_{1}$ let me restate that．Do you have a specific recollection of when and where you had a conversation with Alla here in Canada during 2007？

MR．DANILOV：It wasn＇t just one conversation． MS．DANILOVA：Ah，we＇re talking about their new life in Canada．That was we were talking at that time．And actually financial aspect was already been decided．

BY MR．
389.

Q．So it wasn＇t one conversation，it was many conversations over the course of the visit？

A．It was just family normal conversations．
MR．DANILOV：it was the purpose of their visit
in 2007.
MR．BORNMAN：Sorry．
MR．DANILOV：Okay．
MS．DANILOVA：It was ongoing conversation．We
discussed all aspects of their life here－－of their future life here．

MR．BORNMAN：Okay．
EXAMINATION OF PAVEL
BY MR．
390．Q．This question is for Mr．Danilov．The agreement about the $\$ 260,000$ ，is that agreement still in effect？

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A．I suppose so．We never rejected supporting them，actually． 391．Q．Do you consider it to still be in effect？ A．Yes．
392.

Q．In 2004，did you discuss what would happen if the agreement ended？

A．Like how．
393.

Q．Did you discuss with Alla and Valentin a termination provision？

A．There is no return point when they came to Canada．They might decide at some point that they don＇t go．In this case we have，you know，to resettle everything，but they decided to go．Once they decided to go，agreement cannot be terminated otherwise they won＇t be in Canada．It was their ticket to Canada．And let＇s say when Valentin says he has some conditions and requirements， he wasn＇t in position to make any conditions or requirements．We didn＇t even negotiate anything with him． We negotiated everything with Alla who promised us to pay back every cent．

394．Q．So your position is that these were your terms and they could either be agreed to or not？

A．Yes．Correct．
395．Q．I want to ask you again about the verbal agreement in 2004，what obligations on your part did you
 agree to undertake?
A. Lifetime support for Nikityuks. 396. Q. And what does that mean?
A. Everything is in sponsorship agreement, actually, it's -- it's all specified there. I signed the sponsorship agreement. It's in writing and all obligations are there. So I provide them so they don't have to go to the social assistance and basic needB, and all this stuff. 397. Q. The - so the $\$ 260,000$ was received in exchange for you undertaking the obligations set out in the 2004 sponsorship agreement?
A. Ah, it's a little bit more complicated than that.
398. Q. Okay?
A. In that \$260,000, actually, there was share of Svetlana and Anastassia. 399. Q. Okay.
A. We actually never discussed the size of that share because it didn't matter and the agreement was, like, we don't care. We bring all money to you. We give all money to you and you do whatever you want with them. But in exchange, you provide us with lifetime support. And at that point it wasn't important, was it \$50, 000 of Svetlana share in that property of the family or maybe it's \$100, 000 of Svetlana and Anastassia it didn't matter, nobody cared.


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So, yes, when they transferred to us, \$260,000, it was like, a lump sum, which was our designated for the family.. Money came for the family. Family was reunited here. And those money were supposed to help me to support them. 400. $Q$. Are your lifetime support obligations, as you understood them in 2004, set out in the sponsorship agreement?
A. Sponsorship agreement specifies only 10 year commitment. 401. Q. And you were...
A. And we . . .
402. Q. ...offering a lifetime?
A. ...yes.
403. Q. So what was the nature of that lifetime support?
A. Well, they supposed to be provided with shelter, with transportation, food, internet, telephone, all good stuff.
404. Q. Anything else?
A. Well, they - - they keep referring to that
email.
405. Q. Well let's just - I'm more interested in
your understanding of what you were agreeing to with
lifetime support. You've indicated shelter, transportation, food, internet, telephone.


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A．Yeah．Those are shared expenses which were supposed to be provided by me，actually．And there were other expenses，Nikityuks were supposed to pay themselves from their pension．Like medical and gifts，whatever they want．We－－see in 2007 I was in much better position than in 2004，and I told them that their pension－－well I don＇t care about their pension，basically，and they can spend it on themselves．And on themselves mean expenses which are related only them，not to the entire family．And those expenses－－well，you－－you can imagine what those will be like，dental，medical，medications，gifts or entertainment where the entire family doesn＇t participate．Shared expenses like，I don＇t－－utilities or shelter．．． 406．Q．Okay．

A．．．．transportation－－those supposed to be paid．．． 407．Q．Mm－hmm．

A．．．．by the sponsor．
408.

Q．I don＇t want to talk about the shared expenses，$I$ want to talk only about the lifetime support you agreed to in 2004．You＇ve indicated that shelter， transportation，food，internet，telephone were counted in lifetime support？

A． $\mathrm{Mm}-\mathrm{hmm}$ ．
409．Q．Were there other types of expenses that were

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included in lifetime support?
A. Everything which falls into category shared.
410. Q. Shared with who?
A. Us. Family. They -- we are uniting with
their family. That's what they wanted.
411. Q. And was that part of the 2004 agreement
that...
A. Yes. Exactly. It was like item number one.

MS. DANILOVA: May I say....
MR. DANILOV: They wanted t:.o live with us
together because they couldn't afford to live in
Russia anymore because of all medical problems and treatments and stuff and -- well.

MS. DANILOVA: ...may I say?
MR. BORNMAN: ...um...
MS. DANILOVA: If I...
MR. BORNMAN: ...sorry.
BY MR. BORNMAN:
412. Q. When I asked you earlier about the terms of the 2004 agreement, you had said that it was a decision to -- on your part to accept the proceeds of the sale of the Nikityuk's property ...
A. $\mathrm{Mm}-\mathrm{hmm}$.
413. $Q$. ...which was unknown in amount at that time.

In return you would provide lifetime support...

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A. In Canada. 414. Q. ...in Canada?
A. Yes.
415.
Q. Was the lifetime support conditional on anything else other than the receipt of the money?
A. No.
416. $Q$. And so explain to me then how shared expenses are counted in lifetime support. Because if you're not living together you don't have that shared expense?
A. Yes, but we were going to live together and they wanted to live together, and at that point we couldn't live alone because -- well, as Alla mentioned yesterday, they were like blind kittens here. So, when they decided to come here we basically rented apartment for them in the same building as ours so they could be close to us and in this case -- well, shared expenses in this case you see, it's like there are three drivers in the family, but two cars. So all the family pays for two cars, but there are three drivers, this kind of stuff and...
417. Q. Is what you're saying is that is what you're saying is that there can be shared expenses even if the family is living apart?
A. ...yeah, sure.

MS. DANILOVA: Same address basically and I even called to insurance...


MR. DANILOV: It doesn't matter same -- it doesn't matter same address or different address because in 2009 we purchased condo for them, but it still would be shared expenses, $I$ just paid I would just pay two mortgages, that's it. BY MR. BORNMAN:
418. Q. And under the 2004 agreement, what amount of money were you agreeing to spend on lifetime support?
A. It was pretty much budget estimation, but it's not in -- what are you talking about? 419. Q. I'm talking about when the verbal agreement was made in 2004, did you consider how much money you would be spending on lifetime support?
A. No, not - not at that point because our -as I mentioned before, it wasn't clear how much money they would bring, but well we can figure out actually how much in total approximately they could spend. Maybe at some point we -- we would decide that they cannot afford car, or something like that.
420. $Q$. So was this an agreement in principal with the specifics to be agreed upon later?
A. Kind of, yes. Well, it wasn't discussed in all details in 2004. I pretty much told you what were the terms of that agreement. We give you all the money and we don't care.


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1 421. Q. But there's a distinction that I'm trying to
2 learn. Was this an agreement in principal under which you 3 would agree later...
5422.
7423.

8
A. Yes, we did...
Q. ...to specific amounts?
A. ...we did agree later we did agree later. 423. Q. Okay. So this wasn't an agreement whereby you assumed the authority to make this decision unilaterally later?
A. Well, see, there is the sponsorship agreement. It always there. I cannot terminate it because sponsorship agreement is between me and government, basically.
424. $Q$. So this is - I'm asking about the verbal agreement in 2004?
A. Yes.
425. Q. Did you agree to make a.n agreement later on the amounts, or did you agree that you were going to assume authority to do as you wish with the money when you get it?
A. Assume authority.
426. Q. So your testimony is iE: that at this point the verbal agreement in 2004 is that you would assume authority to make a determination as to how much money would be spent on lifetime support and in what manner when the time came?

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2 basic needs and pretty much to live them -- live in Canada 3 more or less comfortable.

6 428. Q. But...

8 429. Q. ...but the specifics were going to be
A. Yeah, we - - we had to provide Nikityuks with 427. Q. Okay.
A. That was the agreement.
A. Without any specifics a.t that point in 2004.

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9 determined how?
A. By all means.
430. $Q$. Were you going to make a decision about the specifics or were you going to agree later with the Nikityuks about the specifics?
A. We didn't talk about any specifics and there were no any talks about specifics and we were not going to to negotiate anything else. Pretty much all the terms of the agreement were discussed in 2004 and reconfirmed in 2007 and pretty much they saw what they could have in Canada. . . 431. Q. Okay.
A. ...because in 2005 Alla visited and 2007 they both visited and they could...
432. Q. Okay.
A. ...could figure out.
Q. Mr. Danilov, you need to help me.
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A．Yes．
434．Q．You＇ve provided me with three different versions of what happened in 2004．You＇ve told me that the agree it was an agreement whereby the specifics were going to be determined by agreement later，now you＇ve just told me－－then you just told me that it was an agreement whereby you assumed the authority to make the determination as to how the allotments with respect to lifetime support were made．And now you＇re saying that it was silent．That the parties did not turn their minds to how the money was going to be allotted to．Which of those three is what happened？

A．I personally think that it＇s all the same． As I told you，all the terms were discussed once in 2004. They basically were suggested by Alla and I accepted them． 435．Q．Mm－hmm．

A．And．．．
436．Q．But what did they accept？
A．Hmm？
437．Q．Which of those three did they accept？
A．This question doesn＇t make much sense to me because I told you what exactly what accept－－was accepted．And if you asking me about some extra agreements which were suppose or not suppose to be accepted or not accepted later，there were nothing like that．And，well，

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nobody reserved the right to demand something later or to discuss or negotiate something later，but of course common sense is that at some point when we know exactly how much money all the property cost，we can estimate the approximate budget for the family－－the family can afford on that amount of money．And that was－－was done late in 2008，right before they arrive．That＇s it． 438．Q．By we do you mean you and Svetlana or do you mean ．．

A．All．．．
439．Q．．．．the Danilovs and the Nikityuks？
A．．．．yes，all the family，yes．The family except by daughter because she was student at the moment and she was going to separate house．

MS．DANILOVA：Except Valentin because to Valentin everything communi－－Alla communicated with Valentin．We communicated everything with Alla．

MR．DANILOV：Yes．
MS．DANILOVA：And she communicated everything to Valentin．It was her responsibility，or whatever you call it，to communicate to Valentin everything in the right way．

MR．DANILOV：Responsibility or ．．． MS．DANILOVA：Whatever you call it．


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MR. DANILOV: ...whatever you call it. And the
thing is that never once we immigrated to Canada in 2003 I personally never spoke with Valentin. And I think Svetlana didn't either. We -Svetlana spoke to Alla. And Valentin was Alla's member of family who was going with her to Canada and he didn't decide anything.

MS. DANILOVA: There was no his signature...
MR. DANILOV: First...
MS. DANILOVA: ...anywhere.
MR. DANILOV: ...first -- first condition from his side, he stays in Russia. MS. DANILOVA: And it was an option. As a matter of fact, it was an option for Valentin to stay in Russia because during the conversation with my mom, when they came together in October 2007 my mom communicated to me that Valentin is kind of making his decision where -- where he is coming to Canada or not. This is why he came to see whether he likes here in Canada or not. And in case he is not coming, she was even considering an option to sell his -- her share of the apartment, to sell my share of the apartment and leave him in Russia.

BY MR. BORNMAN:

440．Q．Okay．Let me put it this way．In 2004 when you signed the sponsorship agreement and made this in reliance on this verbal agreement with the Nikityuks，how did you know that lifetime support for the Nikityuks would not be more money than you had？

A．I didn＇t．It was risky and it was very hard decision for me．I conceded that，but－－well，there were some factors which helped me to make this decision because real estate prices in Russia were gong up so I could imagine that at some point there may be more money that in 2004 over there，but－－well，it didn＇t matter，actually． It was a hard decision and at that point，well，yes I just accepted that risk．

441．Q．And part of the risk was you did not know how much lifetime support would be？

A．Yes．I could estimate it，of course．
442．Q．Did you know how？
A．There are always options，you know，like you may you may afford the car，you may not afford the car． You may rent one bedroom apartment，or you may rent two bedroom apartment．You may live in a house or you may live in－－whatever．There are options and there are different budgets．

443．Q．And there was no agreement with the Nikityuks about how exactly lifetime support would be calculated？


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444．Q．Okay．Let＇s turn to your brief of documents Volume 1，Tab 14．Four pages in is．．．

A．I＇m sorry，it looks like is different tab． Tab 14，you said？

445．Q．．．．yes．Four－four pages in．
A．Okay．
446．Q．．．．is an English translation of an email that I understand was sent January 27th， 2008 behind which is the email itself in Russian？

A． $\mathrm{Mm}-\mathrm{hmm}$ ．
447.

Q．Do you recognize this document？
A．Yes．Sure．And by the way，the email it goes further because email Nikityuks provided in the in their brief，it doesn＇t contain the subject line．It doesn＇t contain technical header of the email．If you if you want to consider email，you must have technical headers so I suggest．．．

448．Q．What is．．．
A．．．．we．．．
449．Q．．．．what is the subject matter say in with？
A．．．．Canada calculation．
450．Q．And it says it in English？
A．Yes，it says it in English． 451．Q．Okay．

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A. And the reason why it says it in English because email software we use at that point didn't accept Russian characters in subject line.
452. Q. What was the purpose of this email?
A. It was just estimation what Nikityuks can afford in Canada and it was mutual understanding that they are bringing \$200, 000, at that point, because and it's like first line in that table, not $260,000--200,000$ because 60 hundred thousand, it was actually Svetlana's share in that (inaudible) and everybody understood that and knew that.
453. Q. When this email was sent, the Nikityuks had not yet sold their property; isn't that right?
A. Yes.

MS. DANILOVA: But they were working with a...
MR. DANILOV: But they...
MS. DANILOVA: ...agent and they knew
MR. DANILOV: ...but they were go -- they were going to because the decision about the immigration was made at that point. They were permitted to immigrate.

BY MR.
454. Q. Why were you sending the Nikityuks an estimation as to how the $\$ 200,000$ was mutually understood to be brought to Canada - - why were you sending them an

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A．The main reason for that is was because countless telephone conversations every day．Svetlana was discussing all this stuff with Alla again and again and again and Alla kept asking her like what they can afford and how much is that and how much is that and is it enough money $\$ 200,000$ to live in Canada．And basically it was the decision point for them，I guess，because they were going to sell their property－－family property，actually，in Russia．And，well，I was see to tho ：：e countless conversations．It was very annoying every day like one hour，one hour half on the phone lonJ distance overseas and I send them email，like，＇Look at that．Don＇t speak about that anymore＇

455．Q．The section setting out the estimate begins with a line the translation reads，＊＇＊＂Brought capital 200，000 10 percent＂and then what appears to be a less than minus growth？

A．Yeah，it＇s arrow．
456．Q．Okay．And then with 10 percent growth．What －－what does that mean？

A．Well，when I count－it was an Excel table， actually．And when I counted all those expenses which seemed to be reasonable at that point and that was January 28th，I had to figure out how much growth that brought
capital must provide to cover those expenses. And they actually counted their pension into that budget, you can see that, and iwas under the impression at that point that pension was $\$ 200$. That's what they told me. ididn't know that it was 600, actually. And, well, to meet the ends together $I$ had to figure out that number in that cell. And it turned out that if I put 10 over there it covers everything and I told them that to cover everything, which seems reasonable at this point, we need somehow to provide 10 percent on the capital you bring. 457. Q. And this was so the - the 200, 000 was your best understanding at the time as to what the proceeds would be, it was an estimate?
A. It was plus minus 10,000. We already knew the value of the property at that time. We didn't know exactly how much apartment cost, but we could estimate it like pretty accurate. There were offers on the table. 458. Q. The expenditure listed, one bedroom apartment rent, food and small things, car lease, car insurance, car gasoline, phone, tv, internet?
A. $\mathrm{Mm}-\mathrm{hmm}$.
459. Q. Were these expenditures that you were counting as living expenses?
A. Yes, shared.
460. Q. And are these the expenses - - the same


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expenses that you were contemplating when you agreed to the 2004 verbal agreement？

A．Yes．More or less，because－－well，medical expenses，for example，they never were in there because they are not shared．Everything which falls into the category，shared expenses．Which can be considered like for the entire family．If it goes from that interest or whatever．

461．$Q$ ．Um，what assets were you taking into consideration when you arrived at the $\$ 200,000$ brought capital estimate，do you remember？

A．Apartment，garage，summer cottage．Sorry， maybe I misunderstood something． 462．Q．No，that was－you answered my－you answered my question．What assets of the Nikityuks were you．．．

A．（Inaudible）．
463．Q．．．．were you taking into account－－okay，what assets in Russia were you taking into consideration when you calculated the $\$ 200,000$－or the $\$ 200,000$ number？

A．Okay．Now I understand that you asking． Total amount for garage，total amount for summer cottage， despite that $I$ have some interest in that because $I$ helped to build it．And Nikityuk＇s share in the apartment． 464．Q．And under income，there＇s listed pension，our
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support, interest on capital and you 've testified that the pension was your understanding of the Nikityuk's income from their Russian pension at the time, what's our support?
A. It's the number I needed to put in the Excel spreadsheet to meet the ends because I was off about $\$ 210$ and I put $\$ 210$ over there just to make it zero. 465. Q. Okay.
A. So debit and credit much, but I didn't know that their pension was $\$ 600$ at the time. 466. Q. Okay.

MS. DANILOVA: They communicated 200 at that point.

BY MR. BORNMAN:
467. Q. And I take it the interest on capital is 10 percent of the $\$ 200,000$ ?
A. Yes. And that number actually seemed reasonable to me, as it says in the first line of the email, because that's the average stock market provides in the long term average. So, $I$ was thinking at that time that those money would be invested into stock market and in average I would provide 10 percent of interest to Nikityuks. And 10 percent stock market average annually, it's a well known fact, that it's a long term average like 20 year average -- 30 years average, something like that, lifetime, basically.


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468. Q. This investment theory that you just described, is that set out somewhere in this email?
A. No, not in this email, but it was discussed on the phone - not discussed, I basically told Svetlana how we were going to proceed with that because - - well, we need to figure out some kind of source... 469. Q. Okay.
A. ...of extra income. I had a salary, but that salary wasn't enough to support five adult people. So we needed to come up with some kind of source of income and at that time $I$ thought that we cannot afford just it the - the St. Petersburg property. And we need to invest it somehow so it could provide interest or whatever. And at that point we already had some experience with stock market and it it seemed like a good idea at the time. 470. Q. I'm going to return to the topic of the conversations about the email in a moment, but before we do that I'd like to direct you to comment number one?
A. $\mathrm{Mm}-\mathrm{hmm}$.
469. Q. What was the source of your information for this comment?
A. I cannot tell you the specific source, but what $I$ meant is reverse mortgage.
470. Q. Sorry, reverse mortgage?
A. Yeah.

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473. 

Q. Could you explain that to me, please?
A. Yeah, when people have some paid off real estate property they basically can agree with the bank that bank will pay them some kind of tax free amount every month and collateral for that is the house, or that property or whatever it is.
474.
Q. And how did you know that a lot of retired people sell their paid off houses, invest their money and live off the interest on the capital?
A. From tv.
475. $Q$. And how did you know it's completely normal here in Canada and it fully matches the Nikityuk's situation?
A. When in 2008 we were living in Canada like five years so we. 476. Q. What was the source of your knowledge?
A. TV, internet. 477. Q. And how do you know that 85 percent of retired Canadians live in this way?
A. That - I don't remember where that specific number comes from, but well okay, it was 2008 it was some source, I can't re recall now what was that. 478. Q. Okay.
A. But that number was coming from somewhere. 479. Q. Okay.

A. I picked up it in internet or maybe from some show. I don't know. 480. Q. Comment number two, **k"Investments at 10 percent annual interest rate is a risk free option."
A. Mm-hmm.
481. Q. What does - - what does that mean?
A. It risks -- it's risk free for Nikityuks because I assume all the risks. I invest money in stock market and stock market on average provides 10 percent annually in average and fluctuations of the stock market are covered by my good job and salary, but another option actually when I wrote this line specific here - - specific, there are two options here if you read it carefully. See, investment at 10 percent annual interest is a risk free option. You can invest your money with 1015 interest rate through financial advisor at any bank, but I didn't do that, right. So it's nothing to do with me. And what I meant here is basically annuity. You can buy annuity. 482. Q. Annuities?

MS. DANILOVA: Annuity.
MR. DANILOV: Annuity, yeah. And all -- all this stuff it - it links - - linked actually to the standard rate provided by Bank of Canada, or whatever, and in 2008 it was about 10 percent, but I didn't know at that point that part of

annuity actually comes from principal. I just didn't know that. And it was some kind of -well, we went to TD bank in downtown Toronto and we discussed that stuff with some -- well, guy, in very fancy office and he offered that, 'Yeah, your parents can buy annuity with 10 percent', but he didn't explain us exactly that part of that 10 percent comes as interest and another part comes as principal, we didn't know that at that point. That's the first option, which is mentioned here, but Nikityuks didn't go for it because they didn't invest with a financial advisor.

BY MR. BORNMAN:
483. Q. Would you agree that investing in the stock market is not risk free?
A. For them it was risk free because, as I already said, that short term fluctuations were covered by my salary so I could afford put money on stock market and forget about them for 10 - - 20 years and pay them interest from my job -- from my salary.
484. Q. But without your guarantee, you would agree that investing in the stock market is not risk free?
A. Of course, I'm not stupid. And, ah, it actually doesn't say here that $I$ guarantee them 10 percent

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 see the only sentence that can link me to this 10 percent is that it＇s up to you－－um，where was that，it was in Russian．No．Yeah，＇In this regard we also have learned something this year＇That＇s all which is about us here． ＇We learned something＇And it－－it was a reasonable everything．It was reasonable，it＇s the first phrase in this calculations that look realistic as of today．And as of today was January 28th，2008．On January 28th， 2008 all these calculations looked to be reasonable． 485．Q．The Nikityuks say that they picked investments at 10 percent annual interest rate as a risk free option；do you agree？

A．Where is this option．There is no option． Show me please where－where this email says that there is a risk free 10 percent option which I guarantee them．I told them that they they can go to financial advisor at any bank and invest those money at 10 percent annual interest，which is a risk free option because annuity was risk free． 486．Q．I want to direct you to the last line in the email．．．

A． $\mathrm{Mm}-\mathrm{hmm}$ ．
487．Q．．．．and the certified English translation reads，
＊＊＊＂Think it over．Make up your mind．When you

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get a visa and your passport on hand I think the decision will be obvious."
A. Yes.
488. Q. What are they making up their - - what do they have to make their mind up about?
A. To go or not to go.
489. Q. To Canada?
A. Yes. When you have visa and your passport and you are permitted to go to Canada for permanent residence, it's obvious what the decision should be, isn't it.
490. Q. Can you show me where else in the email you discuss the decision about coming to Canada or staying in Russia?
A. As I told you, the whole purpose of this email was to stop our countless conversations about go or not to go and how much live - - how much is life in Canada and all this stuff. And this was just a bottom line after all those conversations.
Q. About what it costs to live in Canada?
A. Yeah. They -- they had to make up their mind. Do they go or do they don't go because they had, at some point to reach the no -- no return point when they start to sell their property in Russian, there is no way back. So at that point they have to make their mind. And


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this email was sent to them to help to make up their mind because at that point we already spent so much money on all those immigration fees and all this 3tuff and, well, basically they -- they had to make their decision. 492. Q. And who was going to make the decision about how their brought capital was going to be spent?
A. Oh, it's -- well, that decision was made in 2004. It was offered to me by Alla and then I accepted that offer and that - after that that money becomes ours in exchange of lifetime support. And, of course, I invest or I do whatever you -- whatever I think is reasonable with that money on my discretion. Any condition about that, they stay in Russia.
493. Q. Okay. Comment five reads, ***"You could consider a house, but then we need to invest at 20 to 25 percent interest as we live together calculated before."
A. $\mathrm{Mm}-\mathrm{hmm}$.
494. Q. ***"Such an investment has a higher risk and the recent months showed us that instead of 20 percent growth one could get a 10 percent loss which is not acceptable in our case because you have to live on this money".
A. $\mathrm{Mm}-\mathrm{hmm}$.
495. Q. What is -- what does this mean?


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A. Basically exactly what it sounds like. If you want to live in a house then it's completely different level of expenses and in this case we must invest somehow or do whatever, something with that 200, 000 of the growth money which would bring us not 10 percent, but 20 or 25 percent. It's easily calculatable, actually, if you live in a house it's different (inaudible) would be here. And it would come to the 20 or 25 percent growth. And this specific case well, if we stick with stock market, we can go for some, you know, more risky stuff like options, currencies or something like that and try to generate more than 10 percent on average, but - - well, it's too risky. 496. Q. Why are you telling them this if you're going be making all the decisions about the brought capital?
A. Oh, just so they can make an informed decision because there are other options here too because you can put money in the bank and get, without any risk, focus onto year for example like option number three, but in this case it's 100 percent safe, but you cannot afford a car, right.
497. Q. So at this point they could have put the brought capital in the bank instead of giving it to you?
A. Yeah, but they didn't. Actually, see, they had basically two options at that point and I was completely fine with both of them. The -- the only thing I


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cared about is some kind of collateral for my 10 years commitment. So they could guarantee me one way or another that they wouldn't be eligible for social assistance because that's what this -- the sponsorship agreement says. So, basically, I was fine if they just put money in the bank with four percent and live on it, but I don't care in this about cars and stuff because, well, they -- they basically just provide collateral, not give money to me. And I was fine with that at that point, but they had actually their own bank account in Canada open in 2005 and they could transfer that money to that account, but they didn't. They transferred it to me. Which means that they made a decision, they gave money to us. 498. Q. There are two paragraph eights in the email? A. Okay. 499. Q. And the -- can direct you to the second one...
A. $\mathrm{Mm}-\mathrm{hmm}$.
500. Q. ...it says, ***"In three to four years we might be able to afford a house".
A. $\mathrm{Mm}-\mathrm{hmm}$.
501. Q. Who's we?
A. Family.
502. Q. The Nikityuks and the Danilovs?
A. $\mathrm{Mm}-\mathrm{hmm}$.


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Q. Were there any other emails exchanged about this topic, you haven't disclosed any other emails...
A. I - I don't... 504. Q. ...in here?
A. ...have any recollection of that. I think this was like final email. There were emails, a lot of them before, but not such detailed and mostly with pictures and some kind of comments about weather or some stuff they were doing cottage house, but on this topic I think no. 505. Q. There were - - you said previously there were a number of telephone calls about this email?
A. Oh, yeah, countless, yeah. 506. Q. Did you make those telephone calls or did Svetlana make those calls?
A. Svetlana.

## EXAMINATION OF SVETLANA

BY MR.
507. Q. Okay. My next question is for Svetlana. Do you remember discussing this email on the telephone?
A. Pavel sent this email and then I had a conversation with my mom and she said they liked everything in this email. They like the life we promise them in this email and they - - with both hands we - - they want of the life like that. That what she told me. 508. Q. Do you - - do you know what life she was


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talking about?
A. Ah, describe the expenses -- described in this email. And later I rented an anartment for her for them in the same building we lived in Etobicoke and I sent her floor --me, I don't remember exactly me or Pavel, we send them floor plan of that apartment that was one bedroom apartment at this -- in the same building. 509. Q. Do you remember discussing the details of the email with your mother?
A. Details - - it was written in Russian. It was no need to discuss details. She's just accepted... 510. Q. Did she...
A. . . .all the positions of the expenses we were going to cover for them and she didn't even bother to go into details how we were going to to provide them, she just said we are transfer -- so the agreement we are transferring the money to your account and you will provide everything you listed in this agreement. 511. Q. ...and how...
A. That's what... 512. Q. ...and how did you respond to that?
A. ...ah, every -- everyone seemed to be happy with this agreement. That was how it was and then the floor plan of the apartment followed. I actually went to the rental office of the building where we lived. I signed


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the agreement for rental specific apartment and $I$ was a guarantor for the amount. I paid the deposit for this apartment because they liked the floor plan. They liked the building. They came in October 2007. They saw everything and they knew what we were talking about. I just send them a plan and they were happy again. Everyone was happy at this point.
513. Q. Okay. I just want to put the apartment and the floor plan to one side and return to the email. Did Alla give you any specific instructions with respect to the email, did -- did she...
A. Well, they most . . . 514. Q. ...did she have any questions?
A. ...they mostly asked us - - they never gave us specific instructions. Even the way they put that apartment in St. Petersburg in the market, I organized everything. I communicated with the agent directly through emails and telephone conversation. They just what they always knew is to come to specific point at the specific time and that's all. They followed all the instructions. 515. Q. What questions - do you remember what questions she asked?
A. None.
516. Q. Do you remember when the telephone call took place, was it shortly after the emai was sent?


7 of transfer -- where to transfer money and....
8 518. Q. Okay. Thank you. My next questions are for
9 Mr. Danilov.
10
11 BY MR.
A. Yeah. Yes, I even remember - yeah, I was -I even remember I was walking my dog and I was talking over the over my self - - cell phone long distance with my mom 517. Q. Okay.
A. Just send us the - - everything -- the details EXAMIN11.TION OF PAVEL DANILOV
519. Q. If we can direct you to the first page of Tab 14 in Volume 1 of your brief of documents. There's a document titled, Loan Activity Agreement Between Family Members. Who prepared this document'?
A. I did.
Q. And what's the purpose of this document?
A. It was basically just the way of -- legal way of splitting the income because we were very concerned when received all those money that they will be taxable. And I didn't want to pay like half of them to government right away. It's it's a lot of money, right, and -- and basically what we did it was few days before Nikityuks arrival actually to -- to Canada we called -- Svetlana actually called, but I was witnessing that conversation,


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the CRA hotline and we explained then the situation like 'Our parents are corning. They are bringing money which we will be using used for the lifetime support and how do we do that we don't pay taxes on those.' And there were some options without -- with those money like trust, or whatever, but -- gift. And we discussed briefly most of them, but my question actually was how -- the -- the main question was how to split my income in the family because family was going to live together and at that point -well, I had good compensation working for Rogers, it was about 100,000 per year. And, well, the suggestion was very easy, actually, the CRA hotline guy he explained that, 'You should go for the family law because if you take loan from a family member and you invest it, and that's what you are going to do, right.' I said, 'Right'. 'And if you pay interest on that loan that interest will be tax deductible'. And in this case are basically whats is happening is that I have four people to live on that income I have and if it's all my income then I pay 40 percent taxes, or something like that. If I split that income between family members, and in this case I have two family members which can take like 20 hundred -- 20,000 per year tax free. And I have a fourth family member who can take another 20,000 tax free, that means that I basically split my high income four ways and have taxes in the lowest tax

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bracket. So basically the purpose of this loan agreement was to split the income, that's it. And when we - - yes, and it was actually signed -- physically signed in 2009 and backdated by the first day Nikityuks came to Canada. And I believe it was like January 2009, or something like that, we had -- when we actually knew the first statement. Because statement on the principal O this loan it's attached to - - to the document and it ends with December (inaudible).
521. Q. Do you consider this a legally binding agreement?
A. Yeah, sure. And this agreement was audited by audited by CRA in 2009, actually. We provided all -like whole bunch of documentation and they approved it. 522. Q. And how did you decide on the amount of 260...
A. Oh, at that point... 523. Q. ...thousand - - 260,802 U.S. dollars?
A. ...it was actually the amount they sent to the -- sent to us, that's how we decide. 524. Q. But the amount of the loan included that percentage claimed by Svetlana, correct?
A. Yes. It's - it included - - it was easy at that point, but you can see in the statement that that amount was withdrawn from the principal in 2008, like

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once...
525. Q. By the statement you're referring - a what appears to be a spreadsheet titled, Alla Nikityuk Private Loan for Investment 2008?
A. ...yes.
526. Q. Last year dated January 1st, 2008 through December 31st, 2008?
A. Yes. It was statement for year 2008 and then every year we actually produced all those statements, but Nikityuks actually never cared about them.
527. Q. Where abouts on this spreadsheet does it note the amount claimed by Svetlana Danilov?
A. Um, let me see. I believe it's August the 7th, 2008 there is a record of that. It's \$51,640 withdrawn.
528. Q. You're referring to the entry of the date you mentioned that says, ***"Loan principal payoff memo" and then the rest of the memo...
A. Yes.
529. Q. ...is not presented and then in category chequeing and PS and then the amount is 51,640 ?
A. Yeah. It's in Canadian dollars.
530. Q. Svetlana's name is not mentioned on the spreadsheet, correct?
A. Well, it's not mentioned, but it was mutual

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understanding in the family that it was her money.
MS. DANILOVA: It was initial -- initial.
MR. DANILOV: Yeah, and Nikityuks actually initialled it, but well they claim that they didn't understand that, so.

BY MR.
531. Q. I have a - I have some more questions about the loan agreement, but before $I$ ask those $I$ want to return to the email, briefly, the January 27th email. Do you consider that email part of your agreement with the Nikityuks about the money that was transferred to you?
A. No. It wasn't any kind of offer or agreement or whatever they claim, it was just email between family members where $I$ explain them how much life costs in Canada. It wasn't any kind of offer, whatever.
532. Q. In section one of the loan - I'm returning to the loan activity agreement between family members, Tab 14, section one the second paragraph reads, ***"The statements reflecting the current status of the loan should be attached to this -- to this agreement on December 31st of each year during the lifetime support period and signed by both parties."
A. Yes.
533. Q. And attached to this copy is a statement for

2008？

534．Q．Where are the other statements．
A．Well，they were produced electronically and at the December 31st of each year and，well，they were available for all members of the family，but remember that this agreement was prepared specifically for this year right for the tax purpose．So if at some point CRA asked me to provide those statements I could easily sign them and provide，but－well，they were electronic and they are available and another thing is that not－－not much changed in the principal during those years．They always－the principal always stayed about about 200，000，so．And you know that at some point $I$ actually provided Nikityuks with all those statements，but they didn＇t sign it and return to me．

535．Q．Where did you produce all those statements？
A．In 2012，I believe，and I send them to you when you were representing them already and we were self represented．

MS．DANILOVA：Ask him to ；ign．
MR．DANILOV：Yeah，and we asked them to sign，
but we didn＇t return and at least two year－－two
years they are missing because they didn＇t sign and didn＇t return them．

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BY MR．BORNMAN：
536．Q．But you did not print copies on December 31st of each year．．．

A．Oh，I did．
537．Q．．．．and ask the Nikityuks．．．
A．I did．
538．Q．．．．to sign it？
A．But they are electronic．
Q．The Nikityuks did not sign them？
A．No．
540．Q．Did you give them to the Nikityuks？
A．Yeah，sure．
541．Q．How did you give it to them？
A．They were provided to them in like－like hard copy printed and they were available electronically because I have all－－local internet hook in in my house and all documents are available to them－－were available to them．

MS．DANILOVA：Sent them to you－－we sent them
to you．
MR．BORNMAN：You sent them to me．．．
MS．DANILOVA：Yes．
MR．BORNMAN：．．．in 2012.
MR．DANILOV：Yes．
MS．DANILOVA：Oh，yeah．

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BY MR.

9 agreement was designed to be presented only in CRA when CRA 10 requests that. It was like one family living together, who

11 cares about those stupid agreements. And now actually it
A. I didn't need because our -- again, this doesn't matter because everything which Valentin Nikityuk signs, later he claims that he doesn't understand what he is signing so who cares what he sign.
543. Q. So I'd like to direct you to section two, the third paragraph?
A. Mm-hmm.
544.
Q. It says,
***"Annual interest investment income shall be paid on a schedule verbal agreed between the lenders and the borrow in the form of direct deposits to the lender's personal banking account specified below."
A. $\mathrm{Mm}-\mathrm{hmm}$.
545. Q. ***"The schedule must provide cash flow

MR. BORNMAN: But in 2009...
MS. DANILOVA: Mm-hmm.
MR. BORNMAN: ...did you print out a copy?
MR. DANILOV: Yeah, sure.
Q. Why didn't you get the Nikityuks to sign them

7 at that time?


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1 necessary to cover ahead of time all mandatory living 2 expenses."
A. That's exactly how it worked. We had two bank accounts in CIBC both. One was joint with me and Svetlana and another it's the same account which was opened by Alla Nikityuk and Svetlana in 2005 when Alla was visiting. And later when Nikityuks came to Canada we added people, Svetlana, Alla and Valentin. And all shared expenses were paid half from our account with Svetlana and another half from joint account with Alla and Valentin. And I specifically watched that -- those are approximately half and half.
546. Q. Can you explain to me how the process of verbal agreement about the payment schedule worked?
A. Well, at first when we -- well, when Nikityuks came we actually started to educate them how the payment system work, how line bankin9 is working, how this stuff should be organized and when the bill comes what is the deadline, and all this stuff, but -- well, after 10 or maybe 20 attempts to explain Valentin how to log into the bank and how to work with statement, I gave up because it was hopeless. And basically it was easier because we had on-line and basically half of expenses were paid from our account, half of expenses were -- was paid from their


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■ account，but we processed all bills ourselves．They never 2 paid attention because they were not able to．

3 547．Q．My－－so my understanding of what you＇ve just
4 said is that there was an idea of a verbal agreement when 5 this document was signed，but in practice．．．

A．Yes．
548．Q．．．．you determined it by yourself？
A．Yeah．Because it wasn＇t working．See we tried to teach them how to work with all this financial stuff，but I－－I couldn＇t afford to spend much time on that．I was working．I was providing and－－well I tried， I tried a lot，but it was like 100 percent easier to do everything ourselves．

549．Q．When did you try to educate them on using on－ line banking？

MS．DANILOVA：It was mostly me．
MR．DANILOV：Yeah，it was Svetlana，actually．
MS．DANILOVA：Yeah．
MR．BORNMAN：Oh，sorry．

## EXAMINATION OF SVETLANA DANILOVA

BY MR．
550．Q．Svetlana，this question is for you．Do you remember when you were trying to educate the Nikityuks on using on－line banking？

A．Sure．Valentin he had a computer．The sitting with him at his computer showing him on-line banking he...
551. Q. When was this happening though?
A. It was the period when we were coming on -when they were living..
552. Q. In 2008?
A. ... 2008 then we were living in this house and basically we lived in that house with them during the weekends and we went to Etobicoke apartment during weekdays because we kept that apartment with our daughter and Pavel commuted to work from that apartment, but the house where we lived with Nikityuks in 2008, it was always our principal residence. It was never a residence... 553. Q. Okay.
A. ...property.
554. Q. Okay.
A. ...as -- and during this it was visits to here for me, but I came very often not only on weekends, but also weekdays and I took care of everything...
555. Q. Okay.
A. ...I was teaching them how to use appliances and among that was how to use on-line banking. He recorded the passwords then he lost their handwriting...
556. Q. But the answer to my question is is you --


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tnis was during the period of time where you were visiting ．．．

A．．．．Yeah．

557．Q．．．．on weekends？

A．And how I．．．

MR．DANILOV：Yes．
MS．DANILOVA：．．．characterized it what they have never understood as Canadian saying，you know I have income，maybe it＇s not enough but it pays bills．They don＇t understand what＇s income for． The incomes are for pay．．．

MR．BORNMAN：Okay．
MS．DANILOVA：．．．bills．They do not understand it．．．

BY MR．

558．Q．Okay．
A．．．．even now if you ask they won＇t answer your question．

MR．DANILOV：I actually may add to all this that I think the main problem was English because， well，you can imagine．See，the web site of the bank you don＇t understand a word on that web site and－－well it doesn＇t matter how someone teaches you，you still don＇t understand how to pay bills because we don＇t speak－they don＇t understand，
 t：．．ney don＇t．read English，still don＇t．
BY MR.

559．Q．Did you ask the Nikityuks if they agreed with changing the arrangement so that you would make these decisions by yourself？

MR．DANILOV：There were no changing any arrangements because there were no any other way to do that because you－－you get the hydro bill you must pay it by deadline，right．And if the deadline is approaching and you have like three days to pay it，you don＇t have a week to teach Nikityuk to pay it，you just pay it．

## EXAMINATION OF PAVEL

BY MR．BORNMAN：
560．Q．And did the Nikityuks ever ask for a say in how the interest was．．．

A．Yeah，they did．．．
561．Q．．．．paid to them？
A．．．．they did at the very beginning，but then they give up，$I$ give up，Svetlana gave up．It didn＇t make any sense．

562．Q．So they asked at the very beginning，did they ask again later on？

A．No．They－－they never were interested in any financial stuff like maybe like first week or so，but u1en no，never．we tried to teach them，but they never paid attention and didn＇t care． 563．Q．So I take it your position is is that they acquiesced－－they implicitly agreed to let you determine what the schedule of payments was unilaterally？

A．But you do－－well，you understand－－you live in Canada，you understand that I－－I have no say in scheduling the payments．The organization which sends the bill to me has a say，I don＇t．I have to pay bill，like， by the deadline．

564．Q．But the annual interest investment income was never paid on a schedule that was verbally agreed to， that＇s correct？

A．Interest income was paid when actually it－－ it had to be used for the bills．Because if I know，for example，that tomorrow the hydro bill is coming，I simply deposit enough money to their account，and they know that hydro goes from their account，for example．And I simply the day before $I$ deposit money to their account and use that money to pay hydro bill．That＇s how it worked． 565．Q．And this arrangement that you described， everybody agreed that this was the way it was going to be？

A．Yes．
MS．DANILOVA：Of course，they were．．．
MR．DANILOV：there was no any other way．There

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 is -- maybe there is other way, but other way didn't work so it's just -- there was only one way which was working.

BY MR.
566.
Q. Section two, the purpose, reads, ***"The borrower shall use the principal sum for the investment purposes at his discretion."
A. Yes. And I'm the borrower.
567. Q. Were there any limits on your discretion? A. No.
568.
Q. And then it reads, ***"The borrower shall provide interest income on the outstanding principal balance of the loan calculate annually to make the lender's total taxable income minimal, but enough to cover all mandatory living expenses such as, but not limited to, household expenses, automobile expenses, insurance premiums, et cetera."
A. Yes. And basically that comes to...
569. Q. Who determined ...
A. ...to definitive number because 20,000 annual income in Canada is not taxable. So Nikityuks will always was close to double to 20,000.
570. Q. ...who decided what all mandatory living expenses were?

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A．common sense．
571.

Q．Whose common sense？
MS．DANILOVA：Four people living together．We had same．．．

MR．DANILOV：Is family．
MS．DANILOVA：．．．we had same expenses．
MR．DANILOV：It was the same family．Four people living together．

BY MR．
572．Q．Your．．．

MS．DANILOVA：We shared everything．

BY MR．
573．Q．．．your－so your testimony is that all four of you ．．．

MS．DANILOVA： $\mathrm{Mm}-\mathrm{hmm}$ ．

MR．BORNMAN：．．．the Danilovs and the Nikityuks
MS．DANILOVA：Mm－hmm．Mm－hmm．
MR．BORNMAN：．．．together decided what were
mandatory living expenses？
MS．DANILOVA：Mm－hmm．
MR．DANILOV：Yes．Sure．

MS．DANILOVA：Mm－hmm．
BY MR．
574．Q．Was there ever a disagreement between the Nikityuks and Danilovs as to what was a mandatory living

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expense?
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A．Give me an instance，$I$ cannot imagine how that disagreement would actually work．

Q．Was there ever a disagreement as to what ．．．
MS．DANILOVA：They had－－they had everything they could dream about．They．．．

MR．DANILOV：Yeah，well．
MS．DANILOVA：．．．they had a car in their
possession，what was ．．．
MR．DANILOV：Basically everything was listed in that email．

MS．DANILOVA： $\mathrm{Mm}-\mathrm{hmm}$ ．
MR．DANILOV：That was kind of，you know，we list what they can afford，but we provide much more than that．If if we go in that email through every promise，or whatever they call it，which was made there like how much is car，how much is insurance，how much is accommodation，how much is food，everything，it will turn out that we provide twice of that，so－－so no point．And I actually have $a$－－the cheque or－－well，receipt they called，receipt for every can of beer，it＇s all in the system．
$B Y$ MR．
576．Q．In the agreement it indicates，

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separate at the very beginning that that stuff they pay from their pension．That what their pension was for， actually，and we didn＇t touch it at all，ever．They use it on their own discretion and they were supposed to use it for their medical expenses． 578．Q．So what kind of expenses are counted in household expenses？

A．Well，in this case when we－－when we all live in the house it＇s all household expenses．It＇s gas， electricity，water，sewer，mortgage interest，home insurance，whatever．

MS．DANILOVA：Food．
MR．BORNMAN：Does it include food？
MS．DANILOVA：Food．Yes．
MR．DANILOV：Household，yes．
MS．DANILOVA：Cleaning supplies．
MR．DANILOV：All groceries：．
ニニニニニニニニ ニニニニニ ニニニニニニニ ニニニニニニニニ ニニニ ニニニニニニニニニニ ニニニニニニニニニニニニニニニ = = =
by JV！K • bU．KIIIMAN
579．Q．And what＇s counted－－is anything else in household expenses？

MS．DANILOVA：Two cars，did you put it？
MR．DANILOV：No，it＇s（inaudible）．
MS．DANILOVA：He ask in household．
MR．DANILOV：Well，I actually have the entire
printout what was accountive there，like，I can provide that．

BY MR．BORNMAN：
580．Q．Well I＇m more interested in what this agreement means．These．．．

A．Yeah，household．．．
MS．DANILOVA：Mm－hmm．
MR．DANILOV：．．．expenses．Every－－everything which is more or less related to living in the
household．
MS．DANILOVA：By definition．．．
MR．DANILOV：By definition．
MS．DANILOVA：．．．I would ；ay．
MR．DANILOV：Household expenses．Yeah．
BY MR．BORNMAN：
581．Q．And what＇s counted in automobile expenses？
A．Lease，insurance，maintenance．
582．Q．Anything else？

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A．Gas．

583．Q．And how about insurance premiums？
A．Yeah，well it＇s separate here，but well I
already told you that there were－－there is home insurance and there is automotive insurance．Okay．It＇s separate－－ insurance is separate．

584．Q．Is there anything else that this agreement covers that we haven＇t mentioned with respect．．．

A．I don＇t think so．Mayoe you can give me an idea is－－I＇ll tell you yes or no because it＇s like a lot of good stuff and $I$ might forget something ． 585．Q．．．．moving onto section three titled， Repayment？

A．Yes．
586．Q．It reads， ＊＊＊＂The repayment of the principal amount of said loan has not been specified in this agreement as the purpose of the above said loan for the lenders is to generate lifetime support income．＂

A．Exactly．
587．Q．Is lifetime support income different than mandatory living expenses？

A．No，it＇s the same thing．
MS．DANILOVA：Generated to cover mandatory
living expenses．

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M．DANILOV：Okay．Income it＇s－－it＇s basically interest which is coming from the loan and that income is being used to cover all those expenses so from this－－well，perspective，it＇s different because income is created and expenses is debit，but basically it＇s the same，just money going back and forth．

MS．DANILOVA：According to this loan agreement we agreed to provide income to cover enough to cover mandatory living expenses on a monthly basis．

BY MR．

588．Q．And the amount of money that＇s paid for mandatory living expenses is determined how？

A．By expenses．
589．Q．It＇s determined by what expenses are actually incurred？

A．Yes．
590．Q．And where is that explanation in this agreement？

A．Well it looks like there is no explanation， but again this agreement was prepared for the purpose to work with CRA to make income split in the family．And CRA didn＇t request any explanation．

591．Q．Is it fair to say that when you prepared the
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1 loan you didn＇t turn your mind to the precise details as to 2 the method of calculating mandatory living expenses？

A．The mandatory living expenses they are
4 determined by some kind of common sense which was discussed 5 years before because Nikityuks were here twice．They could

6 actually see how people live in Canada．They could decide
7 to what they want or what they don＇t．We expected them to
8 be reasonable and，well，it was reasonable to rent one
9 bedroom apartment for them and not three bedroom apartment．
10 It was reasonable to lease like not very expensive car，
11 let＇s say small Honda Civic，but not the－－the latest
12 Mercedes．Everything supposed to be reasonable and if

Q．Help me here because I＇m still trying to

A． $\mathrm{Mm}-\mathrm{hmm}$ ．
593．Q．．．．unfettered discretion．
A． $\mathrm{Mm}-\mathrm{hmm}$ ．
594．Q．And in return interest payments must be made．．．

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2595.
4596.

BY MR.
A. $\quad \mathrm{Mm}-\mathrm{hmm}$.
Q. ...to cover mandatory living expenses?
A. $\mathrm{Mm}-\mathrm{hmm}$.
596. Q. And what constitutes mandatory living expenses and the schedule with which those mandatory living expenses are paid is determined on agreement between all the parties?
A. Well...

MS. DANILOVA: What indicates mandatory living expenses in sponsorship agreement.

MR. DANILOV: ...it's not important about sponsorship agreement.
597. Q. No, but we're -- we're talking about...
A. Definition is...
598. Q. ...the loan agreement.
A. ...there is a definition of mandatory living expenses in sponsorship agreement, but well in this specific case what was happening, Nikityuks were coming to Canada.
599. Q. No, I think we've gone over the story. What I'm interested in is the terms of the agreement and I've repeated back to you my understanding of your testimony and I'm asking you, do -- is that correct or is there -- or have I got it wrong?

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9603. but the amount of interest payments...
A. $\mathrm{Mm}-\mathrm{hmm}$.
604. Q. ...is determined by what counts as mandatory living expenses. And what counts as mandatory living expenses is determined by agreement between all parties; is that correct?
A. I think yes because to determine the mandatory living expenses we had actually to negotiate in the family all together, like, what is reasonable and what is not. So we all decide that, okay, Nikityuks live together with us in the house and those house expenses become household expenses mentioned in this agreement and we pay them 50 50. And so far with all others -- other items actually. 605. Q. And is it true that the schedule by which those payments are made is also determined by agreement


1 between all parties? I'm reading the text from the 2 document you prepared.
9606. that are written down somewhere else?
A. No, I don't think so, but there are two more terms at the end. Well, additional which might -- maybe... 607. Q. Additional to this document?
A. ...yes. There is one important part to this document. Basically what's happenin9 after Nikityuks pass off. And it's not specified here because the loan agreement is designed to provide lifetime support for them, but it doesn't say anything what's happening with the principal after Nikityuks pass off. And there is another part of their document package which was prepared and signed by all parties, it's Nikityuks wills. And that will says that everything Nikityuks own it goes to Svetlana. 608. Q. Okay. Let's return to that in a moment. Is there anything in this agreement that explains what happens if the parties cannot agree on what counts as mandatory

1 living expenses or if the parties cannot agree on an

## BY MR．

 time． interest payment schedule？A．No，I don＇t think so because at the time when this agreement was prepared we couldn＇t imagine such a situation．We were going to live all together as a happy family，and we did until Yana Skybin showed up． 609．Q．Was this document translated into Russian？

A．Yes．It was translated in writing into Russian with Svetlana＇s handwriting，actually，and that handwriting copy was provided to Nikityuks and they have it somewhere still． 610．Q．Do you have a copy？

A．No，we didn＇t need to because－－well， basically we only cared about their understanding what＇s in this agreement and Svetlana was just sitting and just writing for them item by item and we gave that．．．

MS．DANILOVA：Explaining．
MR．DANILOV：．．．handwriting copy to them．
That＇s it．

611．Q．And that handwritten copy，did you provide it －－when did you provide it？

A．When they－they were signing，right at that

612．Q．And you said that was actually January．．．

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9 613. Q. Now you mentioned the wills and you said that 10 it was a verbal term to this agreement that the Nikityuks 11 execute wills in favour of Svetlana?
13614.

MS. DANILOVA: January...
MR. BORNMAN: ...2009?
MR. DANILOV: January 2009. And we actually when they came just when they came to Canada, we told them that there will be some agreement which will sign later.

MR. BORNMAN: Okay.
BY MR.
A. Exactly.
614. $Q$. Were there any other verbal terms to the agreement?
A. To the agreement, no.
615. Q. So on page 58 of your defence to counter claim, at paragraph 62?
A. Can I have page what, I'm sorry?
616. Q. Fifty-eight?
A. $\mathrm{Mm}-\mathrm{hmm}$.
Q. Paragraph 62 indicates that the loan doesn't have a cash out option because its purpose is to generate lifetime income for the Nikityuks?
A. Yeah.
Q. Am I to understand that is not a verbal


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agreement ．．．
A．But it＇s right in the agreement． ＊＊＊＂The repayment of the principal is said loan has not been specified in this agreement as the purpose of the above said loan for the lenders is to generate lifetime support income．＂

That＇s cash out option．
619．Q．．．you＇re referring to section three of the loan agreement？

A．Yes．
620．Q．Thank you．Now at－－on page 66 of your defence to counter claim，actually，page 65 you describe the event leading up to the signing of the loan agreement． You＇ve mentioned the translation and the sentence，it starts at the bottom of 65， ＊＊＊＂For the Nikityuks the Russian translation of the loan agreement on paper was provided which still should still be somewhere at their disposal，but even if they want to hide it and pretend they didn＇t understand what they were signing back then，it＇s irrevelant because the Nikityuks were well aware of the terms and conditions of the agreement since 2004 and they admit they accepted the email offer in Russian which is basically states the same．＂

BY MR.

BY MR.

BY MR.
A. Yeah.

MS. DANILOVA: As it was, I was going to actually tell before that it's basically the same. MR. DANILOV: Yeah, it's basically the same. MS. DANILOVA: Yeah.
621. Q. Your position is it's basically the same...

MS. DANILOVA: Exact same.
MR. BORNMAN: ...as the January 27 th?
MR. DANILOV: They understood all the terms.
They give us all the money. That money never go back to them and I pay them interest for lifetime support. That's basically the basic terms.
622. Q. So the Nikityuks could rely on the January 27th, 2008 email to understand the terms of the loan agreement?

MS. DANILOVA: In respect...
MR. DANILOV: If they want to -- if they want to call it offer, $I$ don't care.
623. Q. Your this is - this is your pleading ...
A. $\mathrm{Mm}-\mathrm{hmm}$.

MS. DANILOVA: ...yeah, in respect of ...
MR. BORNMAN: ...defence - sorry.

MS. DANILOVA: ...calculations of the budget -of their budget.

MR. TIMOKHOV: You already had an answer. It was pretty much - - it was not a part of the agreement, but it was a calculation on the heading of the email said Canada calculation because they didn't have (inaudible) option on their system. That would be ones there was provided in the beginning of examination. MR. BORNMAN: With all due respect, that's not much of an answer because I'm -- we have in the pleading, unless you are resiling from the position in the pleadings, it says that, ***"The Nikityuks were well aware of the terms and conditions of the agreement since 2004 and they admit they accepted the email offer in Russian which basically states the same. Basically states the same as the loan agreement." So what's...

MR. TIMOKHOV: The answer we go -- we go around it for three hours after sitting there just -- I I can't -- you asking the same questions, I just -- but the answer was that the terms of the agreement were in 2004 to provide Nikityuks with basic support. Not (inaudible) years, but it

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3628 .
Q. Well, we don't have a lot of time and unless you'd like to pay for another day of examinations, I suggest you tell me what the agreements are and take it from there?
A. Well, first agreement was to live together.
Q. And when was that agreement made?
A. And that agreement was made well, see we rented apartment for Nikityuks and about few days before their arrival, I believe it was May 2008 or something like that, we went to Innisfil and visited Pratt Home office and the builder notified us that despite of normal practice of delaying closing dates, they are not expecting a delay of closing date on this specific case, so.
630. Q. When - when did you make an agreement with the Nikityuks about living together?
A. Before they came...

MS. DANILOVA: Came.
MR. DANILOV: ...in June.
MS. DANILOVA: I did it.
MR. DANILOV: Yes. And...
MS. DANILOVA: Again.
MR. DANILOV: .. .they actually talked us into
this because we were going to sell the house. It

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was -- well, potential like 500 percent profit, but they were like, 'Okay'...

BY MR.
631. Q. This was a verbal agreement made on the
telephone?
A. ...yes.

MS. DANILOVA: It was me again. We were going to flip the house. The purchase this house to flip. I had a communication with the agent to flip the new house. And then same t.hing, during my conversation with my mom then she accepted the terms of the email it was after -- well after. She knew that we rented an apartment for them. She knew that I communicated floor plan to her, but at some point during the conversation with my mom she just ask, 'Please, we saw this Innisfil. We want to go - - we want to live by the lake.

You know we need fresh air. We are cancer survivors. We - it will be same thing as St.

Petersburg to live in a small city, living in Etobicoke apartment. Please do some - - of course we want to live in a house'.

MR. BORNMAN: So the agreement to live together happened after the email, but before the Nikityuks arrived in Canada?

BY MR．

MS．DANILOVA：Came－－yes．
MR．DANILOV：A few days before．
MS．DANILOVA：And I accepted．I accepted that
my－－my mom＇s．．．
MR．BORNMAN：Okay．
MS．DANILOVA：．．．wish to live by the lake．

Q．When－－what other agreements were there？
A．Okay．So basically they insisted on us living together because ．．．

633．Q．Okay，we got that one．
A．．．．because they were as，Alla told yesterday， they were like blind kittens and they couldn＇tactually live alone．

634．Q．What was the agreement，let＇s start with what the agreement was and work backwards，what＇s．．．

A．I－－I have to come to that．
635．Q．．．．what＇s the other agreement？
A．I have to come to that，actually，so you－－ you see the－－the situation here．．．Z\．nd we later－－little bit later we agreed to that for some time we＇ll live separately from them until our daughter actually separates and it was very hard because $I$ had to commute and had to－－ to come to our new house like every．．．

636．Q．What＇s the agreement，Mr．Danilov？

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A．．．．the agreement was－－the next agreement was that for some time we＇ll be living separately and come to the house on the weekly basis to take care of them．And later in 2009 when we actually moved to Innisfil，daughter separated and－moved out，actually，not separated． Daughter moved out，we stopped renting apartment in Etobicoke．We moved to Innisfil and we－－Svetlana， actually，enrolled Nikityuks to YMCA English courses． 637．Q．This．．．

A．This is about conduct．

MS．DANILOVA：Mm－hmm．
MR．DANILOV：（Inaudible）
BY MR．
638．Q．Right．Okay．Let＇s－let＇s return to the loan agreement．At the time you signed the loan agreement ．．．

A．$\quad \mathrm{Mm}-\mathrm{hmm}$ ．

639．Q．．．．you indicated there was a verbal agreement with respect to the wills？

A．$\quad \mathrm{Mm}-\mathrm{hmm}$ ．

640． Q ．There had been a verbal agreement made that you would live together in Canada？

A．Yes．

641．Q．There was a verbal agreement that you would live separately until your daughter．．．


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A．No，we will separately．
Q．．．．that you would live separately until your daughter finished school？

A．Move out．

643．Q．Move out．
A．She didn＇t finish school at the time．
644．Q．Until she moved out？

A．Yeah．
645．Q．Were there any other verbal agreements made at that time？

A．Not that time later，when they enrolled．．． 646．Q．Okay．

A．．．．to YMCA courses．

Q．Okay．But $I$ just want to make sure that we＇re clear as to what all the verba agreements were at this point in time？

A．What specific．．．
648.

Q．At the point in time．．．
A．．．．point of time．
649．Q．．．．the point in time when you signed this
loan agreement，which would have been．．．
A．Oh，when we signed this specific loan
agreement that＇s pretty much it．
650．Q．．．．okay．
A．It was January 2009.
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651．Q．Okay．Where is the 260， 000 today？
A．Most of it－－I would say all of it，was lost
in the 2008， 2009 market crash．
652．Q．If my clients are successful at trial and suing for its return，do you have $\$ 260,000$ of assets ．．．

A．No．
653．Q．．．．at this time？
A．No．
654．Q．To which account did Valentin Nikityuk
transfer the money？
A．It was our joint account．
MS．DANILOVA：He didn＇t transfer the money．
MR．DANILOV：Yeah．Valentin Nikityuk didn＇t
transfer．．．
MS．DANILOVA：Valentin didn＇t．．．
MR．DANILOV：．．．Alla transferred．
MS．DANILOVA：．．．we didn＇t deal with him．
BY MR．BORNMAN：
655．Q．To which account did Alla Nikityuk．．
MS．DANILOVA：He lied in his affidavit．He lied in his affidavit saying that he transferred the money．

BY MR．BORNMAN：
656．Q．Okay．To which account did Alla Nikityuk ．．．
A．It was account in TD joined with Svetlana and

A. For what period of time? Yes, I think we did.
658.
Q. Can you take me to the account statement for . . .
A. I suppose I can.

MS. DANILOVA: We produced all the accounting of that time.

MR. BORNMAN: Let's - - let"s just take a break here.

MS. DANILOVA: Uh-huh.
(Off Record)
BY MR.
659. Q. Before we went off the record I asked you, Mr. Danilov, to which account the money was transferred. While we were off the record you've directed me to Tab 29 of Volume 4 of the document brief of the plaintiffs. What is this document?
A. This is printouts from TD Bank - - well, we can consider them as statements at that specific time because the actual statements they are not available at this point because it's like too late, but those are those have the same information as statements.
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660.

Q．And there＇s an entry dated April 2nd， 2008
that＇s underlined，a credit for $\$ 14,107 . \quad$ That＇s the receipt ．．．

A．Yes．
661．Q．．．．of the wire transfer？

A．Yes．

662．Q．I＇d like to turn you to the summary at Tab 31
of the same volume？

A．Okay．
663．Q．Could you briefly tell me what this document is？

A．This is the summary of－－well，basically
it＇s the accounting of proceedings from the Russian
property transferred to us by Nikityuks in 2008 and all
transactions related to that through attached accounts．
664．Q．The column with the header，

Source／Destination of Funds in Canadian Dollars．．．
A．$\quad \mathrm{Mm}-\mathrm{hmm}$ ．
665．Q．．．．what is that column，what＇s the
information that＇s in that column？
A．Um，there are actually four subcolumns ．．．

666．Q．Right．
A．．．．there，yeah，from Danilovs means that money came directly from our accounts．To Danilovs means that money was withdrawn to our accounts，mine with


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A. Yes.
Q. And then on May 16th, 2008 there's a credit just shy of $\$ 31,000$ and the comment is,
***"Second transfer from Russia", those were also money transferred by the Nikityuks?
A. Yes, garage -- no, it was cottage house.
675.
Q. That's for the cottage?
A. For the cottage house, yeah.
Q. And the first transfer for the garage?
A. First transfer was for the garage, yes.
677. Q. And then on March 28th, 2008 we have a credit of $\$ 107,831$, and the comment is ***"Third transfer from Russia, first half of the apartment in U.S. dollars"?
A. Yes.
678. Q. that's the third wire transfer from the

Nikityuks?
A. $\mathrm{Mm}-\mathrm{hmm}$.
679. Q. And then on June 10th, 2008 we have another credit of almost $\$ 108,000$, it's 107,875 and it's comment is, ***"Fourth transfer from Russia, second half of apartment, 51,640 Canadian dollars Svetlana's'', that amount being in U.S. dollars, the total amount?
A. Yes. Yes.
680. Q. And that's the fourth and final wire transfer of Nikityuk's money? On April 18th, 2008 there's a withdrawal of $14,000 \cdots \$ 14,085$ and in the source/destination of funds it notes that 10,428 is to the Danilovs and 3,657 it to the Nikityuks and the comment ${ }_{\cdots}{ }_{>1}$


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***"Shared settlement expenses", what was -- why was that money withdrawn?
A. Because there were a lot of expenses related to settlement of - settlement of the family in the new house. We had to buy a lot of stuff, like furniture, appliances, all kinds of stuff. And they were distributed proportionally because at that point -- at the Interactive Brokers account there was a mixture of funds originally from Danilovs and from Nikityuks and based on that proportion at every specific point all destinations were calculated source of destination. 681. Q. Do you have an itemized account of what was purchased with that money?
A. We can go through that. I have all the statements, but a lot of stuff was purchased. You can imagine they just came to Canada. They don't have anything like where to live and basically we just had to do a lot of preparations and....
682. Q. Can I have an account of how that money was spent including any receipts still in your possession?
A. You can, but it's going to take a while. All statements are on the USB.

MR. BORNMAN: Is that -- do I have an undertaking for that?

MS. DANILOVA: They are already there. They're
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 already on USB. MR. TIMOKHOV: I think you have been provided with...

MS. DANILOVA: Yeah. Everything is there. MR. DANILOV: If you - - if you - - if you want to go through all this accounting, you can do that (inaudible), but $I$ don't have to comment on any specific transaction, I guess.

BY MR.
683.
Q. Can can you tell me exactly what the 30,000 excuse me, can you comment can you tell me exactly what you spent the $\$ 14,085$ on?
A. It was April, right. At this point I cannot tell you exactly. I cannot.
684. Q. Can you undertake to provide me with an answer to that question?
A. Suppose I can. It's not a problem.

MR. TIMOKHOV: My client undertakes to provide things best of his knowledge if he has records. MR. DANILOV: I have all the records and you have all the records, actually. If you want you can take a look at those.

MR. TIMOKHOV: Or he will refer you to his documents in the (inaudible).

MR. DANILOV: I see where it is going to, if you

want me to provide you with all the records about - - about all those transactions then probably we need another half a year for this examination.

BY MR. BORNMAN:
685. Q. So your testimony is that it will take you six months to produce details with respect to the 93,000 that were withdrawn from the investment brokers account...
A. No, it's not.
Q. ...between April 2nd, 2008...
A. It's sarcasm, okay.
687. Q. ...and July? Okay. I need a -- I need an accurate answer to this question, we'll do this...
A. I cannot provide you...
688. Q. ...we'll do this all at once.
A. ...with an accurate answer. It's possible to get accurate answer because $I$ have all the statements, all my records are in perfect condition. I can print them out for you. I can provide that information, but you - - if you want, you can do that yourself because you have all this accounting at your disposal. You already received all those documents in our production.
689. Q. It's not my job to sift through reams and reams of data, Mr. Danilov. What I'm asking for is an account of the $\$ 93,700$ that were withdrawn from the investment brokers account between April 2nd, 2008 when the


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first wire transfer arrived and July 23rd， 2008 which is one day after you withdrew \＄88，900．May I have a undertaking，please，that you will produce an account of what that money was spent on including any original receipts that are in your possession？

## A．Yeah．

MR．TIMOKHOV：We already provided an undertaking that my client will go the best of his knowledge and otherwise he will refer you to his documents in his possession，if he has any documents in his possession．

UNDERTAKING NO．To produce an account of what the $\$ 93,700$ was spent on between April 2， 2008 and July 23，2008，including original receipts． MR．DANILOV：So which line is that，what－－what date．Date was that－－April 4th，April 18th． BY MR．BORNMAN：

690．Q．Between April 2nd， 2008 and July 23rd， 2008.
A．July $23 r d$ ？
691．Q．That＇s right．July 22nd being the transaction I wish to．．．

A．Well，in this specific period of time $I$ can approximately tell you where that money came from．If you need original receipts after that I can provide that too， but basically there was furniture，there were appliances

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for the new house and what else．There were some moving expenses－－yeah，okay，I＇ll provide you with the receipts． So between April 15th and July－－July－－what July？ 692．Q．．．．23rd．

A．July 23rd，okay．
MS．DANILOVA：So was－－even I remember that it was a mattresses we bought for them among the money spent，it was two mattresses，it was all the furniture to furnish their rooms． MR．DANILOV：It was two storeys house． MS．DANILOVA：Can you imagine people moving in a new house and can you imagine expenses as I say we are four people moving into a new house． That＇s what the money went．

BY MR．
693．Q．The－－on the bottom line of the summary，the total portfolio value is listed as 9，106 on December 31st， 2008；is that correct？

A．December．．．
694．Q．31st 2008 the total portfolio value in Canadian dollars is listed as $\$ 9,106$ ，is that amount correct？

A．Yes．We can．．．
695．Q．And．．．
A．．．．we can take a statement of December 2008
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and I＇ll show you this number in the statement．

696．Q．In the first column，with the four subcolumns ．．．

A．$\quad \mathrm{Mm}-\mathrm{hmm}$ ．

697．Q．．．．you have an amount of 15,871 to the Danilovs，what＇s－what＇s that amount，is that a total is that a a tally of the column？

A．This last column in the common section says， ＊＊＊＂Portfolio loss in 2008＂． 698．Q．And so．．．

A．And portfolio loss was calculated proportionally based on the shares in the portfolio－－of the mixed portfolio，actually，between Danilovs and Nikityuks． 699．Q．．．．so let＇s come back to that in a moment． take it that between April－－in the year 2008，and in fact，more precisely between October 15th and December 31st you incurred \＄198，000 loss？

A．Yes．

700．Q．Between October and－between October 15th and December 31st did you transfer any assets in this portfolio，including stocks，to another account？

A．Portfolio in this case means all accounts． 701．Q．Did you transfer any assets including any stocks from the portfolio described on this spreadsheet to

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an account that is not on this spreadsheet？
A．No．Never．Again，I just want to clarify one thing．This spreadsheet is not about one account． This spreadsheet about several accounts which overall form the portfolio．Those accounts it＇s Interactive Brokers account，it＇s CIBC account，there may be some TD accounts， all kinds of accounts．

702．$Q$ ．But you have accounts that are not part of this portfolio，correct？

A．Yes，I have．Sure． 703．Q．Between October 15th and December 31st．．．

A．But they are not touched－－yes，I didn＇t transfer any assets between them，no．Those are not touched．

704．Q．．．．okay．You interrupted my question so I just want to make it clear for the record．Your testimony is that between October 15th and December 31st， 2008 you did not transfer any assets，including any stocks，from accounts in the portfolio to accounts that are outside the portfolio；is that correct？

A．Yes，it＇s correct．I can make more general statement，actually，I never．．． 705．Q．What－－what I would like．．．

A．I never transferred．．． 706．Q．．．．sorry．

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2 portfolio，which includes several bank accounts involved in

7 do not show me the sequence of transactions between October
8 15th and December 31st，will you give me a statement
9 showing the transactions in chronological order，between
A．．．．I never transferred any assets from this this specific process，to any my accounts which were not designed for supporting Nikityuk．This was always isolated system．

707．Q．The－the documents that you have produced the dates of October 15 th and December 31st？

A．Between October 15th， 2008 and December 31st， 2008. 708．Q．Yes，please．

A．I gave those statements to you． 709．Q．Those statements do not appear in chronological order，Mr．Danilov．

A．You have the statement for the entire 2008 year produced by Interactive Brokers．It＇s a huge statement there are like．．． 710．Q．Yes．

A．．．．hundreds of transactions over there．They are more or less in chronological order that＇s how Interactive Brokers produces them．I＇m not going to do with that anything with that statement．It＇s impossible， it＇s PDF file．


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Q. So that's a refusal?
A. Yes, because it's ridiculous.

MS. DANILOVA: It's how Interactive Brokers produces the statement for tax return purposes, for all kind of purposes in Canada.

MR. DANILOV: You have all the statements.
BY MR.
712.

Interactive Broker statements for 2008, can you show me where you incurred that $\$ 198,000$ loss?
A. Sure. Not a problem. If I can find anything in here. So, how it's organized, it's 2008 we are referring to, right? Yes, trades it's - - you have a tab here see, those are...
713. Q. Show me...
A. ...the trades.
714. Q. ...can you show me where you incurred those losses?
A. There are hundreds of transactions. It's not one transaction where incurred that loss. 715. Q. And you've provided me with a statement that lumps the transactions by the security. What I need is an account that shows me the transactions chronologically. This statement that you've provided me is of little use and you refuse ...


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MR．DANILOV：It was trading．
MR．BORNMAN：．．．these thousands of trades．
MS．DANILOVA：It was trading．It＇s how it works．

MR．DANILOV：You requested this accounting （inaudible）want with it．

MR．TIMOKHOV：That is within the knowledge of－－ of your knowledge because you were provided all accounting，you can figure it out yourself．We have limited time for examination and we have to proceed with that．You can figure it out yourself．

MR．BORNMAN：This－－this information does not assist me in seeing where the money went．The order of Justice McDermott was that a account would be provided as to what took place－what

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happened with the money．What I＇ve been provided with is many pages of transactions，that are not sorted chronologically．They are sorted by security．They are supported chronologically within－－by security，but that does not provide me with an information record as to what happened to the savings between the dates of October 15th and December 2008 when \(\$ 198,000\) disappeared from this portfolio．

MR．TIMOKHOV：Mr．Danilov testified that this money were lost．We provided you with a accounting as to the losses in respect of particular securities．I think that Mr．Danilov answers the question．If you have any further questions it＇s within your power just to hire a forensic accountant or just any accountant and to review the statements．You requested the accounting，it was provided to you． MR．BORNMAN：Our position is is that the production of this information is not in compliance with the spirit of the order of Justice McDermott．

MR．TIMOKHOV：If you had problems with production of the documents you had to address it in the correspondence before the discovery．
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REFUSAL NO. To provide chronological accounting of transactions from Interactive Brokers statements for October 15, 2008 to December 31, 2008.

MR. DANILOV: May I make a suggestion here because actually I can provide you with the chronological transaction list, but it will not be the official statement from Interactive Brokers because Interactive Brokers they don't provide this kind of statements, it's impossible to do that, but I can -- I can provide you accounting from my own system where, basically, all those transactions are repeated and I can sort them in all kinds of order you want. My records are in perfect condition, but those will not be official statements from Interactive Brokers. They will be records from my own accounting system if you want me to do that, I can do that.

BY MR. BORNMAN:
718. Q. I will -- we would like that information.
A. Okay. It's not a problem, I can do that.

COURT REPORTER: So we have that undertaking?
MR. TIMOKHOV: Yes.
COURT REPORTER: Thank you.

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MR. DANILOV: And what period you are interested
in, the entire 2008, or?
MR. TIMOKHOV: It is the period between October 15, 2009 and December 31, 2009, you said, or 2008?

MR. BORNMAN: Yes, 2008.
MR. TIMOKHOV: 2008, so it's a record between October 15, 2008 and December 31st, 2008.

MR. DANILOV: December 31st, 2008. Sure. Not a problem. But while we have this understanding that those are not official records from the brokerage company because official statements you have, I cannot do anything about that.

MR. BORNMAN: No, I have your refusal on the official statements.

UNDERTAKING NO. 3:To provide chronological transaction list of securities from personal records from October 15, 2008 to December 31, 2008.

MR. TIMOKHOV: We didn't have refusal on the official statements. My client testified that he's not able to provide this -- the analysis you requested and it was in your power to organize those records because you have it. MR. BORNMAN: I asked for a chronological
ordering of the Interactive Broker account
transaction activity for the period October 15th
to December 31st 2008 and you are refusing my
request for that information.
MR. TIMOKHOV: No, you asked for the same record
to be organized in chronological order and my
client testified that he's not able to -- to
organize it in chronological order because that
software does not allow him to do it. However, my client said that he's ready to provide to you for chronologically organized personal records for the period between October 15, 2008 and December 31st, 2008 with remark that these are not official brokerage record those are just his personal notes.

MS. DANILOVA: How can he organize in....
MR. DANILOV: It's PDF file provided by the brokerage company. I cannot do anything about it. You understand it, right, you know what PDF file is, it's not editable.

MR. BORNMAN: I know that transaction records are available from most financial institutions that provide you with summary of transactions chronologically.

MR. DANILOV: So you are accusing me of lying?


1

719．Q．Can I direct you to Volume 4，Tab 20．On the second page the fourth paragraph down you write， ＊＊＊＂Currently the support payment is \(\$ 1,033\) per month＂．．．

A．I＇m sorry．I think I＇m look at different document．

720．Q．．．．this is Volume 4．．．
A．Okay．
721.

Q．．．．Tab 20.
A．Tab 20 and which document？

722．Q．Second page．
A．Second page．Okay．
723．Q．This is a letter．．．
A．Yes．

724．Q．．．．that you sent to me on March 1st，2013．．．

A． \(\mathrm{Mm}-\mathrm{hmm}\) ．

725．Q．．．．and you write，
＊＊＊＂Currently the support payment is 1，033 per month which annually is a little bit more than 10 percent of the remaining principal as the Nikityuks insist under oath，but once my obligations end it can easily go down as far as＂， and then you have some amounts that you＇ve set out here， 10 percent－how did you calculate ．．

A．I＇m sorry，could you please point me with
some kind of－－yeah，okay． 726．Q．．．．can you explain to me how you calculated 10 percent of the remaining principal to be \(\$ 1,033\) per month？

MS．DANILOVA：Which paragraph．
MR．DANILOV：I＇m still cannot having trouble with finding that．Looks like is different．．． MS．DANILOVA：Different document． MR．DANILOV：．．．I think I have different document over here．

BY MR．BORNMAN：
727.
Q．Are you in Volume
4？

A．Yes，but it may be I don＇t know．
MS．DANILOVA：Four six．
MR．TIMOKHOV：Mr．Danilov can refuse to answer this question on the basis of settlement privilege because it＇s based upon（inaudible） prejudice on the first page of the correspondence however Mr．Danilov can answer the questions if he wants to，but this evidence can be excluded based on the settlement privilege．

MR．BORNMAN：Just let the record show that the privilege has been waived by inclusion of the document in the brief of documents． MR．DANILOV：Yeah，actually．．．

MR. BORNMAN: It appears under the Schedule A of the plaintiffs affidavit of documents. MR. DANILOV: ...I think that \(I\) have different version of this document over here so can \(I\) please refer to the...

BY MR.
728.
Q. Perhaps - - are there two letters in the tab, one dated February 9th and one dated March 1st?
A. ...okay.
729. Q. So I'm referring to the March 1st.
A. Okay. February 9th -- oh, got it. Okay. I got it. It's on page two -- it's page like more like 10th. 730. \(Q\). It's ordered differently in...
A. Okay. Probably.
731. Q. ...my book here, but I am referring to the March 1st letter...
A. \(\mathrm{Mm}-\mathrm{hmm}\).
732. Q. ...and you write, ***"Currently the support payment is \(\$ 1,033\) per month" ...
A. Yes.
733. Q. ...***"which annually is a little bit more than 10 percent of the remaining principal. " How did you calculate what 10 percent of the remaining principal is in this case?
A. Um, the basis of the calculation was actually

- that 10 percent because Valentin Nikityuks in his affidavit insists on that 10 percent annual interest. Which actually never was specified in the loan agreement, but as he insists, I am completely fine with that. But the problem is that in 2008 to 2011 until Nikityuks left, they actually received from me much more than 10 percent annually. And in average it was 16 or 17 percent. And if I take into account that Valentin Nikityuks insist on 10 percent, it means that interest I paid in 2008 to 2011 supposed to be deducted from the principal and if \(I\) did that that paid defactor interest to Nikityuk from the principal -- the remaining principal left is much less than it was if all that paid interest was called interest. And in this case, 10,033 is the 10 percent of the remaining principal. 734. \(Q\). Is there a written agreement that you're relying upon in making that deduction?
A. No, there is no agreement as you can see that it's all negotiations here and it's even marked without prejudice and the thing is that -- well, I tried in this specific letter explain to you that Nikityuks simply don't understand what is going on and if in affidavit under the oath Valentin Nikityuks insists on the number 10 percent, then we have to recalculate everything and go back to 2008 and deduct those paid interests to -- to the 10 percent level from the principal. There is no other way.

\footnotetext{


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735.
Q. But why would you have to go back and deduct that money, you accepted the payments?
A. Because Valentin says that it must be 10 percent. And if it must be 10 percent \(I\) am fine with that. I paid more, but he insists on 10 percent in his affidavit under the oath. I - - Iwas just simply making the point. 736. Q. And does this remain your position?
A. Yes, of course.

MS. DANILOVA: We can make the (inaudible) from this point of view, I would say. We can negotiate...

MR. DANILOV: Because -- see, Valentin Nikityuks says that I didn't pay him the interest. He pretends to be, you know, not understanding simple things that water costs money, mortgage costs money, that electricity costs money, food costs money, everything costs money. And that money is a lot, actually. And that was paid to him. He ate that money -- the factor.

BY MR.
737. Q. The -- the Nikityuks did not agree to this method of calculation, did they?
A. I don't know. Ask them. Iwas writing to you, not to Nikityuks. I don't communicate with Nikityuks since October 17, 2011.

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738．Q．On the same tab－Tab 20 of Volume 4， there＇s another letter to me also marked without prejudice dated February 9th，2013．It＇s enclosing a document called，Family Loan Remaining Principal Statement？

A．Yes．
739．Q．Does this document set out your understanding of the balance of the principal at the date which the letter was sent？

A．You mean this table？
740．Q．Yes．
A．Yes，it says，＊＊＊＂Projected value of the loan principal with the filed interest and projected value of with interest covering home shared expenses．＂That＇s what it says，actually，and yes，it＇s my understanding and that＇s how I calculated this stuff and how－－how the projected value of the principal would look like if we go with 10 percent，or whatever．

741．Q．Is all the historical information accurate－－ by historical information I mean ．．．

A．Yes．Historical information all accurate and I have all confirmations for that and all numbers are consistent．

742．Q．．．．okay，there＇s a number of entries here in there＇s a column G．．．

A．Yes．

743. Q. ...that's titled, To be deducted from Principal, what does that mean?
A. It's based on the simple calculation that I just explained to you. In the column, Income Actually Provided or Will be Provided, you can see the actual income provided to Nikityuks which was at - - at that time declared as interest, but Nikityuks insist that it must be 10 percent annually of interest so interest will be actually less than the actually provided. And if we take the column D equal B multiplied by \(C\), the interest which supposed to be provided and subtract it from the income which actually was provided, we have the difference. And that difference must be deducted from the principal. There is no other source where \(I\) can deduct it from. 744. Q. And in the subcolumn G...
A. Yes.
745. Q. ...that's titled, Extra One Time Deductions, what are those amounts?
A. I need to recall that. There must be -- ah, there is a comment. There is a comment that first number 14,405 it's settlement expenses in column G. And another settlement expenses...
746. Q. Sorry, let's just back up. I think - is it correct that the amounts that appear in this column are in fact extraordinary deductions from the principal?
 were？

A．Yes，because they - they were not deducted from the principal before because we had an understanding in the family．

747．Q．Okay．
A．And we all lived together and well，who cares where \(I\) deduct it from．

748．Q．So let＇s just go－－there＇s three of them． The first one＇s on December 31st，2009，titled，Settlement Expenses of amount \(14,405 ?\)

A． \(\mathrm{Mm}-\mathrm{hmm}\) ．
749．Q．What＇s that for？
A．Which amount，I＇m sorry？
750．Q．In column G．
A．Column G．
751．Q．The second entry，second row？
A．It＇s another portion of settlement expenses
which－－well，went pass through January the 1st and ended
in 2009.
752．Q．Do you have an account of what those expenses

A．Yeah，I have accounting for everything．
Q．Can you produce，please，an account ．．．
A．Yeah，sure．
754．Q．．．．including any original receipts，or copies
of receipts you may have？

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A．Sure．
755．Q．That＇s a undertaking．
UNDERTAKING NO．To provide accounting of expenses of \(\$ 14,405\) dated December 31， 2009 including original receipts or copies of receipts．

BY MR．
756．Q．The－can you－－can you also do that for the second entry，the 1,677 dated December 31st，2010？

A．It was basically the same number we were talking before．Remember that settlement expenses you wanted to provide that accounting with－－it＇s－－it＇s the same number．

757．Q．Those were in 2008，though．
A．Yeah，those were 2008 and then in 2009 so， yes，two numbers 14，000 and 1600，yes，I can provide account．

758．Q．So the first one＇s dated December 31st， 2009 and the second one is dated December 31st，2010？

A．Yeah，it is just when－－there were no two deducted from in 2008 so I deduct it in 2009，why not． 759．Q．Okay．

A．I can deduct it wherever I want to．I can deduct it in 2011. 760．Q．And what＇s the－－you have a one time
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deduction in December 2012 -- December 31st, 2012, comment says, ***"Pre-Canada debt collected"?
A. Yes. Because they left the house in 2011. Put me in trouble and claimed that they don't want to pay me back my before Canada support I provided for them. All that before Canada support is strictly accounted and the number is \(\$ 29,670\). They promised me to pay back. And it happened in October 2011, so in 2012 I collect that debt from their principal because the - - there is no other source to deduct it from.

MS. DANILOVA: If you understand here we are considering to have this agreement breached.

MR. DANILOV: Yeah, it's...
MS. DANILOVA: Yeah.
MR. DANILOV: ...it,s projected.
MS. DANILOVA: It's breached.
MR. DANILOV: It's projected as if it's breached.
MS. DANILOVA: If it breached.
MR. DANILOV: How we to look like the principal if the agreement is breached.

BY MR. BORNMAN:
761. Q. Okay.
A. Just a new structure to give them better understanding. And my understanding is that it was your job to explain it to them.

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762.
Q. When you received the savings...
A. Ah, I'm sorry, I don't want to speak about those amounts as savings.
763.
Q. . . okay.
A. Those are not savings. Savings Valentin Nikityuks has there are still there. 764.
Q. Why did you keep the money you received from the Nikityuks - - let me rephrase, why did you not keep the money you received from the Nikityuks in a separate account?
A. I did. It wasn't just one account. diversified them into three accounts. That's it - it always was separate.
765. Q. But your summary shows that some of your money was in those accounts too?
A. Yes, sure. How you -- how do you or Valentin Nikityuk expect me to produce that 10 percent annual interest. So what Valentin Nikityuk wants to put money on separate account so I don't touch them. He can withdraw them at any point. He buys a house from that money and on the top of that, I generate 10 percent income of that money. That's how he expect that to work, right. You understand it's ridiculous. And he - he maybe is saying that he wanted to have that money on separate account, but it's it's just lie, we never talked about that. And it


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wasn't an agreement to have them in separate account.
766. Q. Did you keep the Nikityuks informed about the principal of the loan?
A. I tried. They never cared.
767.
Q. How did you try?
A. Well I printed them statements every year I gave them those statements to them. I didn't request those statements back with their signatures because I didn't need them because CRA didn't request those statements at the time. And all accounting was available for them. They could look at any files in the office. There are no locks of the doors. All files are perfectly labelled like TFSA accounts of Nikityuks 2009, or whatever. They could do whatever they want. They could look at whatever they want. And everything was available also in electronic form on any computer in the house. So, if they were interested, they had access to all information they have. They just never were interested.

MS. DANILOVA: If they cannot get access to online banking, how would expect them to understand those kind of financial records. MR. DANILOV: See, even you having trouble with them, you need them sorted somehow.

BY MR.
768.
Q. I want to turn you to page 67 of your defence

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1 to counter claim and in paragraph 68．．．

3769

7770 ．

A． \(\mathrm{Mm}-\mathrm{hmm}\) ． 769．Q．．．．you set out the total amount that you paid in investment interest over the years of 2008，2009， 2010 and 2011，are those amounts correct？

A．Yes．
Q．And my understanding of your earlier testimony is that these amounts reflect actual expenses paid as a．．．

A．Yes，from Nikityuks account．See，again， I＇ll explain that again．There is a household with a annual budget approximately \(\$ 80,000\) ．Four people live in that household and share everything which is related．So half was paid from Nikityuks＇account another half was paid from our account．Nikityuks＇account was provided with all interest in advance to cover all expenses to be paid from that account．And this is actually Nikityuk＇s half in all shared expenses．

771．Q．．．．these amounts do not include the Russian pension．

A．No．
772．Q．．．．correct？
A．Of course not．This pure investment
interest．It also doesn＇t include our government credits and other stuff so if you＇re going to refer to tax returns，

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in tax returns the number will be little bit different． 773．Q．Were these amounts paid to the Nikityuks in cash？

A．No．Those amounts were transiting through the CIBC account which was opened for Nikityuks in 2005 separately from our account．
774.

Q．And I couldn＇t find it any statements for that account．．．

A．Oh，they are there．There are a lot of them． Some of them I think are printed．Some of them are in electronic form，those are provided． 775．Q．．．．can you show me where those CIBC account statements are？

A．Ah，can we go off record for a couple minutes． 776．Q．Sure．

A．．．．because I need to find them．
（Off Record）
BY MR．
777．Q．Mr．Danilov，I＇m looking for the CIBC account statements for the Russian statement．The CIBC account statements－－this is the account that was open in 2005， can you show me where in your affidavit of documents？

A．In the Volume 3，Tab 2 there are account statements for this specific account for the period from
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December 2005 to January 2008．I guess it＇s not covering the period you＇re interested in because those are before Canada． 778．Q．Do you have．．．

A．I have everything，but in electronic form on the USB attached to the Volume 1. 779．Q．．．．can I have an undertaking as to the account statements from January 2008 to the date the account was closed？

A．Yes．
MS．DANILOVA：Yes．
MR．DANILOV：We can．．．
MS．DANILOVA：Yes．
MR．DANILOV：．．．do that．
MS．DANILOVA：We right here．
MR．DANILOV：You need to the entire period from January－－okay，can do that，sure．CIBC account of Nikityuks，right？

MR．BORNMAN：That＇s right．The same account．．．
MR．DANILOV：Nikityuks actually are in control
of this．They can get those statements
themselves because it was their account，so．
MR．TIMOKHOV：So therefore no undertaking，
right．
MR．BORNMAN：Well，do we have an undertaking

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here?
MR. TIMOKHOV: No, we have a refusal based on the fact that Nikityuks have access to their account. MR. BORNMAN: I don't believe the Nikityuks do I do not believe that the Nikityuks are still account holders on that account. MR. DANILOV: Yeah, they closed it, but...

MR. TIMOKHOV: Neither are my clients.
MS. DANILOVA: Mm-hmm.
MR. DANILOV: ...they closed it themselves, but they still can bring those statements.

MR. TIMOKHOV: They can use services of Yana Skybin were using power of attorney to get (inaudible).

MR. BORNMAN: You undertake to provide any consent that would be required of you in order for my clients to obtain copies of these account statements from the bank?

MS. DANILOVA: There isn't...
MR. TIMOKHOV: (Inaudible) required...
MS . DANILOVA: ...they don't need...
MR. TIMOKHOV: ...but my client do the same
(inaudible) as your clients do.
MR. DANILOV: (Inaudible).
COURT REPORTER: I didn't get any of that, sorry,

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you＇re talking over．
MR．TIMOKHOV：My clients have the same authority
as your clients have to get access to this
account．
MR．BORNMAN：It is a joint account，the bank may
want all the parties．．．
MS．DANILOVA：No．
MR．BORNMAN：．．．to（inaudible）．
MR．TIMOKHOV：However，if such consent is required，we＇ll provide such．

MR．BORNMAN：Thank you．
MS．DANILOVA：No．They close this account．．．
MR．TIMOKHOV：That＇s it．
MS．DANILOVA：．．．and this is account everyone can sign．The account of－－the type everyone can sign．

MR．BORNMAN：Well，if that＇s the case，we won＇t need anything from you．

MS．DANILOVA：Yes，this is the case．
MR．DANILOV：Agreed．
MR．TIMOKHOV：You should remember that we all
pay $\$ 3$ like for the transcripts，like for each
page．
REFUSAL NO．To provide CIBC account
statements from January 2008 to date the account

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was closed.
UNDERTAKING NO. To provide consent, if required, to obtain copies of account statements from CIBC bank.

BY MR. BORNMAN:
780. Q. Can I turn your attention to Tab 23 of Volume 1 book of documents?
A. Tab 23. Okay. 781. $Q$. Are the statements set out here an accurate account of all the household expenses that were divided between the Danilovs and the Nikityuks?
A. Not just household expenses, all shared expenses including household.
782.
Q. And I understand from your defence to counter claim that you used ratios to divide the total household expenses between the period of June 2008 and October 2011?
A. Yes. At different period of times the proportion was different.
783. $Q$. And that's set out in your defence to counter claim at paragraph 66?
A. Yes.
784. Q. Do you have any further evidence with respect to these expenses, such as receipts?
A. I have receipts where there are receipts, but sometimes it's just the record in the bank statement or
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1 credit card statement and I don't have receipts for those,
2 but I have all the statements, yes. I have all bank
3 statements. I have all credit card statements. I have
4 pretty much everything.
5 785. Q. Okay.
6

8 all transactions are listed chronologically and by category
9 and if let's say you need to check randomly any of them, I
10 can provide statements for any.
11786
12
A. But you should understand that in the itemized categories section on the same tab, pretty much
786. Q. Thank you. The -- I want to look at the document titled, Shared Expenses for Period June 13, 2008 to October 17, 2011?
A. Okay.
787. Q. What was the source of the funds used to make payments on behalf of the Nikityuks?
A. I'm sorry, what specific part you are referring to, like, $I$ 'm trying to find it. 788. $Q$. I'm referring to everything...
A. Yeah, okay. 789. Q. ...and my question is, the amount of expense that's attributed to the Nikityuks, how did the Nikityuks pay it?
A. The amount of the expense to be paid was transferred to this joint CIBC account of Nikityuks in
advance，usually a day or two in advance．Normally it was transferred from my CIBC account with Svetlana and the source of those payments was my salary． 790．Q．And in the accounting for the family loan agreement ．．．

A．Yes．
791．Q．．．．were the payments made on behalf of the Nikityuks paid from interest on the loan？

A．Yes．But the－－the loan agreement specifically says that $I$ can use all kind of sources to pay those interest，not necessarily the brokerage accounts I＇m using to keep portfolio on and 100 percent of the time the source for those interest payments was my compensation in either Rogers or IBM or other companies I was working for． 792．Q．What I＇m trying to understand is how these payments fit into the accounting for the family loan agreement．We know that the principal was lost in the stock market，so we＇re counting expenditures in a－－in a particular way．And your testimony earlier was that the interest on the loan paid was actually in fact the expenses incurred by the Nikityuks and that the expenses incurred by the Nikityuks were a percentage of total household expenses？

A．Yes．
793．Q．Okay．So．．．
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A. I - - I didn't say that the interest paid was in fact the expenses incurred by Nikityuks, I said that interest paid covered those expenses.
794. Q. ...so the payments that were made, on behalf of the Nikityuks ..
A. Yes.
795. Q. ...were they interest on the loan, were they Russian pension, were they principal or were they support from the Danilovs?
A. Depends on what perspective we are talking about them. From the perspective of CRA, those were interest payments. From perspective of sponsorship agreement, those were support. Never pension. 796. Q. I'm looking at the - the summary of shared expenses for the period of June 13th, 2008 to October 17th, 2011...
A. Yes.
797. Q. ...and you have the category description ...
A. Yes.
798. Q. ...and you have an amount, I'm looking at the period where Alla and Valentin live in Innisfil separately and there's an amount for homeowner's fees...
A. $\mathrm{Mm}-\mathrm{hmm}$.
799. Q. ...that I understand was shared equally?
A. What period are you talking about again?

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1 800. Q. I'm talking about the period where Alla and 2 Valentin live in Innisfil separately and...
A. Homeowner's fees were not shared equally because we lived, at that point, in the house two days a week, Nikityuks lived seven days a week... 801. Q. ...and so...
A. ...the proportion was two to seven. 802. Q. ...to seven. And then below that we have household depreciation?
A. Yes. Those big things which were purchased during that settlement period like furniture, this kind of stuff. If - if you buy furniture for 2, 000, for example like a couch or something like, next year it's a little bit cheaper, next year it's again a little bit cheaper. This is the depreciation and is expense, actually. 803. Q. And then for housing we have an amount of 3,435 that's also split on a proportion of seven to two, what's that for?
A. Housing expenses, it's basically clean up stuff or hoses like gardening, pretty much everything which is more or less related to the house, but not big things, small things. 804. Q. Okay. And then we have interest paid for the mortgage which is also split seven to two?
A. Yes.


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Q．And then we have a．．．
A．Ididn＇t charge Nikityuks for rent，right，so they had to contribute to mortgage and mortgage interest． 806．Q．．．．and then we have the motor vehicle ．．．

A．Yes．
807．Q．．．．split seven to two？
A．Yes，we had two vehicles and－－no，motor vehicles two to two．We had two vehicles and it＇s－－it＇s splitted equally． 808．Q．And then we have utilities？

A．Yes．
809．Q．And then we have the mortgage which is also split seven to two？

A．Yes．
810．Q．And then we flip the page and we have the period where the Danilovs and the Nikityuks live together and again we have－start at the bottom，we have a Scotiabank mortgage 2011 and then a Scotiabank mortgage 2008 which are both split between the Nikityuks and the Danilovs two to two？

A．Yes．Because four people live in the house and share all expenses．

811．Q．And interest on the mortgage is also split two to two？

A．Yes．

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MR. TIMOKHOV: Mr. Bornman, for the record, just I'll advise to you we are leaving the office -the reporter's office at 6:40, just because you indulged me yesterday with another two hours for examination because $I$ need to prepare for tomorrow examination and, as we agreed, you would require one day for examination of my clients so we will - - we will be leaving office at 6:40.

BY MR.
813. $\mathrm{Q} . \quad$ In Volume 1 of your book of documents, I want to take you to Tab 16 and 17. Actually, sorry, can actually refer you to the affidavit of documents .. .
A. Volume l?
814. Q. .. Volume 1, page eight, there are...
A. I'm sorry, what - what tab and page?
815. Q. ...sorry, this is in the table of contents
for Volume 1.
A. Oh, I see. Okay.
816. Q. Which is a copy of your affidavit of
documents and document 58 to $62 .$.
A. Fifty-eight to 62, yes.
817. Q. ...appear under a heading that reads,
***"Proof that significant part of proceeding from sold Russian property actually didn't belong

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to the Nikityuks, but to Svetlana, Anastassia, plaintiff's daughter"?
A. Yes.
818. Q. Other than the documents that you have listed, those documents being 58, 59, 60, 61 and 62, do you have any other documents that support your claim -- or that supports Svetlana Danilova's and Anastassia Danilova's claim to the...
A. Now we do and those documents are actually in your possession and they were introduced in Nikityuk's affidavit. There is the agent agreement which clearly states that after that Nikityuks can, basically, receive only 50 percent of the proceedings after the apartment was sold.
819. Q. ...that's okay. Just -- just the documents, please, the agent agreement?
A. The agent we are referring to, yeah. 820. $Q$. Are there any other documents that support that claim?
A. Except those, not at our possession, no. 821. Q. You issued a claim in -- against the Nikityuks in 2012?
A. We did. 822. Q. Sorry, my question is, how did you value your claim on the Russian apartment. How did you come -- how

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did you calculate the ownership stake as 25 percent?
A. Svetlana can better answer this question because she was the owner then.

MS. DANILOVA: It's indicated in actually in the documents you have that it's 50 percent. EXAMINATION OF SVETLANA DANILOVA

BY MR.
823. Q. Sorry, 50 percent?
A. Fifty percent. Because it - - it was always four people living together it was explained yesterday in so much detail - many details. It was four people living together registered on the property and so -- and we can go circles again. 824. Q. So the claim is for 50 percent of the apartment ...
A. Yes.
825. Q. ...based on the fact that you and your daughter constitute two of four people that had a right to that apartment?
A. And that clearly indicates agent agreement. 826. Q. But the amount of 50 percent is based on the idea that four people, Alla, Valentin, yourself and your daughter had a claim to that apartment and you and your daughter constitute one half of that, is that correct?
A. And there is a position in agent's agreement
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that Alla and Valentin could receive only 50 percent．．．
MR．TIMOKHOV：No，the question was．．．
MS．DANILOVA：．．．of the proceedings．
MR．TIMOKHOV：．．．was it correct？
MS．DANILOVA：Yes，it＇s correct．
MR．BORNMAN：Thank you．
EXAMINATION OF PAVEL DANILOV
BY MR．BORNMAN：
827．Q．Did you tell the Nikityuks that Valentin owned the house at 1490 Rankin？

A．No．
828．Q．Who did you tell him owned the house？
A．Repeat the question，please．
829．Q．Did you tell them who did own the house did you tell them who owned the house at 1490 Rankin？

A．Of course，we bought the house in 2007.
Nikityuks were not even in Canada by that time．
MS．DANILOVA：I－I told my mom she was completely－－she knew about that－－my mom．We didn＇t I didn＇t tell anything to Valentin again．I communicated everything to my mother． MR．TIMOKHOV：Knew about what？

MS．DANILOVA：About the house we bought in in 2007．I communicated this to my mother．

MR．BORNMAN：You－－you told them that you and

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your husband bought the house？
MS．DANILOVA：Yes．
MR．DANILOV：Yes．
BY MR．BORNMAN：
830．Q．On－on page 26 of your defence to counter claim，paragraph 20，you indicate the－－＊＊＊＂The Nikityuks were well aware of the transaction and completely on－board with this decision．＂

A．What page I am sorry where？
831．Q．This is page 26 of the defence to counter claim？

A．Yes．Ah，yeah，the bottom of the page．
Okay．
832．Q．Yes．And there is a paragraph begins， ＊＊＊＂Twenty－five percent share in the apartment is the reason why it clearly states in the offer email that the size of the investment portfolio is 200， 000 not $\$ 260,842.71$ ．The full transferred amount of $\$ 260,842.71$ U．S．exists in the portfolio only temporarily until the plaintiffs defence by counter claim decided to use Svetlana＇s share for a house down payment：：．and deduct from the loan principal．The Nikityuks were well aware of the transaction and are completely on－board with this decision initialled


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the 2008 statement of loan principal confirming it."

So, do I take that to mean that the Nikityuks agreed with the use of some of the money wire transferred to you to make a down payment on the house?
A. Yes. They agreed that Svetlana withdraws her share in the apartment to pay for the -- for the down payment, because it's completely logical, it's her share and she withdrew it. And they were on-board, they knew about that, and if they didn't agree with that I simply would sell -- sell the house.
833. Q. When - staying on the topic of the house, when did -- when did you finish the basement?
A. I don't remember exactly, but $I$ can look it up if you really need it. Finish the basement it was -ah, okay, what was the history. When we moved into the house it was 2009 so I set up the office on the second floor and Nikityuks -- well... 834. Q. It was after you moved in?
A. ...after move yes. 835. Q. That's okay. What about the fence, was it after you moved in?
A. Yes.
836. Q. And the gazebo, after you moved in?
A. After the fence, yes.


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Q. Okay. In the defence to counter claim on page 49, paragraph 45...
A. Yes.
838. Q. ... you're - - indicate that you - - you think it may still be the case that the Nikityuks have some sort of capacity issue and you indicate that the parents couldn't take care of themselves in Russia and there's you have halfway down the next page 50, and I'm not going to read all this,
***"As a result they hurt themselves and the plaintiffs", you, ***"have collected records with a long list of episodes to prove it coming from the times when the entire family still lived together."

Have -- have you produced the records with a long list of episodes referenced here in your productions?
A. No.
839. Q. No. Can I have an undertaking to produce those records?
A. You mean that long list I'm referring to... 840. Q. Yes.
A. ...here? Yeah, I can do that, sure.
Q. Okay.

UNDERTAKING NO. To provide record of episodes
referred to at page 50 of defence to counter

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claim．

BY MR．
842．Q．And do you mind just taking a read of paragraph 4 S and can you conf－－can you tell me whether you believe that to be true？

A．Paragraph 4S？
843．Q．Yes．Sorry，paragraph 44 －－sorry，4S－－ yeah，4S．Page 49.

A．About capacity issues．
844．Q．．．．paragraph 4S．
A．About capacity issues？
84S．Q．Yes．
A．Yes，I still－I＇m still thinking it＇s－－ it＇s the case，yes．And it was actually Yana Skybin＇s obligations to to make sure if it is or not． 846．Q．And you＇re still willing to pay for a mental capacity in Russian？

A．Yeah．
847．Q．On－－on page SS of the defence to counter claim paragraph SSc，you indicate that you deny various allegations in the counter claim it＇s based on a number of twisted facts and lies．You indicate that this section of the counter claim is fabricated by the defendants without any grand－－ground to serve three purposes．And then the third one you indicate to make the plaintiffs nervous，


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possibly to provoke a conflict and to justify abuse accusations after the fact，but this is never going to happen because plaintiffs didn＇t do anything wrong and feel absolutely confident（inaudible）allegations．What does that mean？

A．It means that we discussed all this abuse thing in the family and decided to avoid Nikityuks by all means because if they try to contact us like by phone or set up some kind of meeting，or something like that，they can to provoke the conflict after the fact．And we are not going to，well，meet them without witnesses． 848．Q．And at page 56 on paragraph 56 under the heading，Abuse，you indicate that in 2011 the Nikityuks approached you with abuse imitation scheme on several occasions，but were rejected strictly and decided to act on their own being supported and encouraged by Yana Skybin， YMCA settlement counsellor．Is there anything that you did not explain in your testimony earlier today that you can are there any facts other than what you explained in your testimony earlier today？

A．I can only repeat what $I$ said to that testimony that starting from approximately ．．． 849．Q．That＇s．．．

A．．．April 2011 almost on－not every day，but like once in two three days basis Alla Nikityuks tried to

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approach my wife with this social housing idea and she repeatedly said that all we have to do is to cooperate a little bit. And now we understand what she meant. 850. Q. ...okay. On page 33, paragraph 35 there's a...
A. Page -- I'm sorry, 43 or 33 ? 851. Q. ...sorry, page 33...
A. Thirty-three.
852. Q. ...paragraph 35, subparagraph 35a there's a paragraph titled, Basement?
A. Yes.
853. Q. You write -- the -- it reads, and I'm
skipping ahead to the second sentence. ***"Pretty soon Alla started to complain to Svetlana that they were shy to use the bathroom across the hall when Pavel was working. In 2010 the plaintiffs hired a contractor who finished the basement and Pavel moved office downstairs." A. Yes.
854. Q. Was there no walls on the bathroom?
A. There are walls on the bathroom, of course. Well, do you want me to explain the layout of the second floor?
855. Q. No. But the, shy to use the bathroom, there was a wall and a door?

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8 858. Q. ...did that happen?
25862. allege that you shook Alla? ever that happened.

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EXAMINATION OF PAVEL
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BY MR.
Q. Svetlana, this question's for you. Can -can you explain what happened the day that the Nikityuks
A. It's never happened. I do not have any recollections of that occurrence -- never happened, never
862. Q. Were there ever fights in the house?


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A．No．Everybody were happy． 863．Q．Right to the end？

A．Yeah，I would say so．See，the－－the only things strange－－strange things start happening approximately in summer 2011，like，the family was completely self－－self sufficient and happy living together until this Yana Skybin help started．Yeah， actually have emails and you probably saw them emails from Valentin he sent to his relatives in Russia and explained how happy they are and so they were signing as greeting cards and they are like hundreds of pictures and all kinds of stuff．It＇s all made up，it＇s all basically nonsense． 864．Q．Can we turn to Tab 26 in Volume 1 of your documents？

A．Twenty－six，yes．It＇s TDs statements，right？
865.

Q．That＇s right．And what was the purpose of these TD Visa account？

A．Nikityuks were provided with three credit cards，each of them．One of them was the one rebate rewards I call green visa everywhere．And Nikityuks knew that this is the credit card they use if they want to buy something for themselves and they were instructed that this credit card－－the balance on this credit card，will be paid from their pension．

866．Q．When did this account－－when was this

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account opened?
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Svetlana Danilova and Pavel Danilov
A. Oh, this account was opened a while ago. don't actually recall when exactly, but I think I believe I have the information - - a letter from TD bank with all the dates, we can look at that letter. 867. Q. I - I couldn't find statements for 2008, 2009, 2010, do you have those statements?
A. I might have them electronically. 868. Q. Can I have those please, and can I also have . . .
A. How they are relevant? 869. Q. ...these are the statements to which the these are the statements of the Nikityuks spending activity. The spending activity was covered by the Russian pension which you administered, so they're relevant because they show how the pension was spent.
A. Okay. I suppose we can provide those thing -

- what period are you interested in?

870. Q. I am looking for statements of any credit cards that were used by the Nikityuks to spend their pension?
A. So it's basically TD rebate rewards.
871. 

Q. Were there any other credit cards that they used, that were paid off...
A. They - - they used another credit card, but
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1 not covered by their pension．They－－they had another 2 visa with CIBC．It was dividend visa，I believe account．

3 And tho－－that was for the shared expenses．If they
4 wanted to buy something for the entire family they were
5 supposed to charge that to that red visa and that red visa，
6 by the way－not closed，they were removed from that
7 account in July 2012 and the limit on that visa was，I
8 believe， 12,000 or something like that．So actually in
9 in almost all the time when they applied to welfare，to social housing，and when they claimed that they don＇t have money，they actually had immediate access to cash in the amount about 12，000． 872．Q．The red visa was paid by you though？

A．Yes．
873．Q．So I＇d like the statements for 2008，2009， 2010 of the TD visa card？

A．So，we－－we are talking here about all the statements from 2008 until 2000 what？ 874．Q．Well we have the－－we have them for 2011 and we have them for 2011 here．

A．And what－－until what date do you want them ．．．

875．Q．So．．．
A．．．．to what ．．．
876．Q．．．．until．．．

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878. time．

A．．．what it was closed？
Q．．．．unti1 May 2o11？
MR．TIMOKHOV：From what date？
MR．BORNMAN：From the day the card was－－from the date the card account was set up．．．

MR．TIMOKHOV：To May 2011？
MR．BORNMAN：．．．to May 2011.
MR．DANILOV：I believe account was set up a little bit before Nikityuks actually came to Canada，but when they came we stopped using them and they were completely exclusive from that account．

Q．We will only need it from the time of the Nikityuks arrival．We don＇t need it pre－Canada．

A．Okay．
879．Q．Unless those expenses were charged to the Russian pension too？

A．No．But Russian pension actually sometimes they asked to withdraw cash and we don＇t have accounting for the cash they withdrew because it＇s cash． 880．Q．What account did they withdraw the cash from？

A．The account where pension was sitting at the

881．Q．This is the CIBC account？


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A．Well，see，it＇s little bit more complicated that it may sounds．Pension was actually deposited to the CIBC shared account，always，because they instructed Russian Pension Fund to－－to do that for them，back 2008 when they came to Canada．And they were provided with this green visa which actually covers about a year portion of their pension so they could spend whatever they want and they knew that which ever they spent from TD green visa will be covered from their pension，but when there were some leftovers from their pension like they didn＇t spend something，that portion was actually transferred to saving account in PC Financials．And from that saving account in PC Financials from time to time they asked Svetlana to withdraw cash．

882．Q．Can we have a statement showing those cash withdrawals？

A．We can，yes－－we can．It will be my account，though because that saving account was high interest account．We just simply didn＇t use and，well．．．． 883．Q．I＇m interested in an accounting of the pension money．I don＇t need to see the other account details．

A．Nothing．
884．Q．I get an undertaking to produce or direct me where in your productions，is an account of the Russian


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``` pension between June 2008 and October，2011？

A．Okay．
UNDERTAKING NO．To produce or direct to where in the productions is an account of the Russian pension between June 2008 and October， 2011.

MR．DANILOV：Just clarify one thing，are you interested in that red visa CIBC which was closed in July 2012，do any of those statements－the statements for the shared expenses．

BY MR．
885．Q．The red visa account is household expenses ．．．
A．Yes，shared expenses，yes．
886．Q．．．．which are listed in the account．．．
A．Yes．
887．Q．．．．we were looking at？
A．Yes．
888.

Q．Is there any information in those account statements that＇s not contained in the ledger that we discussed Volume－－Volume－－at Volume 1 of your productions Tab 23？

A．I didn＇t hear the question，I＇m sorry．Those are basically all shared expenses despite of the account． There are visas there are CIBC accounts，all kinds of accounts here，but it＇s all shared expenses here．And，

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1896. it?

BY MR.
Q. If it's not there do you undertake to produce
A. Yeah. Sure.
897. Q. All right. Let's -- let's discuss your claim of defamation?
A. Let's.

MS. DANILOVA: The defamation is ongoing in that corner.
898. Q. Through counsel you served a response to demand for particulars dated February 10th, 2014. In the response you identified three pieces of correspondence as containing defamatory comment ...

MR. TIMOKHOV: In addition to this we have all the particulars of defamation from yesterday examination of your clients, Nikityuk.

BY MR.
899. Q. ...I'm - my question is, are there any other documents containing defamatory statements by my clients other than the three...
A. I can provide the same...
900. Q. ...disclosed in response...
A. ...answer I provided to Mr. Krysiak that there are a lot of documents \(I\) maybe don't have exact recollection - - recollection right now, but they all --
 well, most of them are listed in the affidavits of Nikityuks and YMCA and, well, they're -- the most important of them are listed in our Volume 6 for convenience purpose, but there are more which are not listed or maybe not listed I have (inaudible), something like that. There may be documents, but they don't add significance to the most important statements of the claim because pretty much those are repeated statements, but there may be other organizations which are not already listed, maybe other third parties which are not listed so far and... 901. Q. . . .but there's none that you know of for sure?
A. For sure - for sure, no. 902. Q. Do you - - what is - - what harm have you suffered because of the defamatory statements -- alleged defamatory statements of my clients?
A. Idon't have to explain the legal statements (inaudible) writing, it's my reputation, but slander statements - - well, Ican give you an instance. 903. Q. I-- what Ineed to know is how have you been harmed?
A. Ican give you an instant. They told a lot of bad stuff about me, including criminal offences like well, violence and all stuff let's say to Lika Severin, who is their friend -- Lika Severin. And the husband to Lika


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Severin is an HR recruiter who was working in Rogers at the time，then he was working for IBM and I＇m working for IBM． And basically what happened is that－－that Alex Severin doesn＇t talk to me anymore．So basically they just cut my professional network like 80 percent．

904．Q．Do you know that he doesn＇t speak to you because of the statements made by my clients？

A．Yes，of course．
905．Q．Or are you just speculating，how do you know？
A．It＇s－－well，the－－well，suppose I want to go to Rogers for some position and I would hire Alex Severin as recruiter，he speaks Russian and well he knows all Russian community in Rogers． 906．Q．Have you hired him as a recruiter？

A．Not yet，no，but I＇m considering to go to Rogers because．．．

907．Q．You＇re considering going to Rogers？
A．．．Rogers is hiring．
908．Q．Are you considering going to Rogers or are you considering hiring this gentleman as a recruiter？

A．I＇m not considering now hiring him as a recruiter，it would be stupid because he doesn＇t talk to me．

909．Q．Have－have you applied for a job at Rogers？
A．I worked for Rogers before．Then our

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910．Q．But you have not－have you applied to department was purchased by IBM，actually，and I－I know now that Rogers is hiring people back and \(I\) would consider that option because ．．． Rogers at this time？

A．．．．not yet．
911．Q．No．
A．But I＇m considering．
Q．Okay．
A．It＇s professional network．It＇s reputation． If you communicate with 10 people，it＇s one thing you have like certain chances to get hired．If you know 100 people it＇s completely different story，right． 913．Q．But you－you have not told me of one instance，yet，where you have experienced harm or disadvantaged because of what has been said．You had indicated that this one gentleman no longer speaks to you， but you＇ve told me that you don＇t know for certain why he doesn＇t speak to you？

A．There is another gentleman \(I\) know for certain why he doesn＇t speak to me． 914．Q．Who＇s this？

A．It＇s Konstantin Gushchenko，he also works in Rogers and he has common friends with Alla and Valentin． Those friends \(I\) know their names，those are Zina and Ivan．
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1 And they are mutual friend with Konstantin and Alla. And 7 us. And they were communicating with Zina and Ivan. And

8 they became kind of friends, best of my knowledge. And
9 when I talked to Konstantin Gushchenko in the cafeteria he about a year ago actually went to a Rogers office in Brampton and ask Konstantin to meet me for a coffee because we were friends before, we went to barbecues, went for mushrooms hunting and fishing and this kind of stuff. And on one of those getaways we actually took Nikityuks with mentioned that Alla, actually, is calling Zina and Ivan and they are communicating and Zina and Ivan told bad things about us and, well, after that Konstantin avoids me after that specific meeting. And I don't - I cannot think of any other reason why because we were friends before. 915. Q. Can you think of any other instances..
A. Yes.
916. Q. ...that you have suffered?
A. Yes, of course. Ontario Works doesn't talk to us because we are abusers. 917. Q. Ontario Works doesn't talk to you. Were you applying for Ontario Works?
A. No. We need to know the debt we have before the government because Nikityuks keep applying for all kinds of social assistance. They received that social assistance because they conceal their income. And our


as sponsor \(I\) am responsible for that debt．And that debt will be charged to me eventually and when I tried to figure out how much is that debt today，nobody tells me．I even don＇t know how much \(I\) owe to the government because I marked as abuser in Ontario Works and in social housing and in that disability stuff they applied for so，I even cannot plan my finances． 918．Q．How do you know that you＇re labelled an abuser by Ontario Works？

A．How do what？
919．Q．How do you know that Ontario Works won＇t talk to you for this reason？

A．Because we tried to talk to Ontario Works and we＇ve been told that this is abuse case and it＇s all confidential now and we cannot tell you anything．

MS．DANILOVA：Ontario Works and Ontario
Disability Support Program do not communicate with us on the ground that the．．．

MR．DANILOV：This is the abw：，e case．
MS．DANILOVA：．．．social assistance was obtained
through breakdown of the sponsorship agreement and it－－the abuse case was reported and since then they are not supposed to talk to the sponsor and they cannot communicate with sponsor and cannot communicate the amount of debt even the


1
sponsor's facing.
MR. DANILOV: And actually it's all about
reputation in the community. It's a small
community where everybody knows everybody and if
-- if they tell all this stuff to 10 people next day 100 people knows about that and the next day after that it's all Barrie knows about that.

BY MR.
920. \(Q\). So so far we have there's a loss of a friendship, we have the...
A. Cut of...
921. Q. ...recruiter?
A. ...cut of professional network.
922. Q. And we have the ODSP, ow, won't speak to you, what else what other...

MS. DANILOVA: The have break - breakdown of sponsorship agreement we cannot invite relatives to visit us in Canada.

MR. DANILOV: Yes. I want to invite...
MS. DANILOVA: We cannot...
MR. DANILOV: ...my sister, but immigration doesn't allow me to now because the sponsorship agreement marked as broken despite that it's not me who broke it. And -- well, there is
Svetlana's biological father in Russia who is

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interested to come and visit, actually. And there is my sister and there are other relatives, but we are not allowed to invite them.

BY MR.
923.
Q. Okay. Is there anything else?

MS. DANILOVA: ...a liable statement do not need to prove damages.

MR. DANILOV: Yeah. They in writing . . .
MS. DANILOVA: Liable -- it was in writing, it was (inaudible) false statement communicated through different communication -- sources of communication and they do not required to prove damages.

MR. BORNMAN: Yeah. No, I'm - I'm aware of the law of defamation.

MR. DANILOV: Yeah. And (inaudible).
MS. DANILOVA: (Inaudible) you asking us.
MR. BORNMAN: But I - I'm - I want to know how. . .

MR. DANILOV: There -- there was...
MR. BORNMAN: ...you've said that you've been harmed, I want to know why .. .

MR. DANILOV: ...there is...
MR. BORNMAN: ...how you've been harmed?
MS. DANILOVA: False statements were
communicating ．．．

MR．DANILOV：．．．there．．．
MS．DANILOVA：．．throughout．
MR．DANILOV：．there is potential damage to our reputation and to my reputation，actually， because those statements are in written form and the hell knows where they pop up and in 10 years， for example 20 years．

BY MR．BORNMAN：

924．Q．So we know－－we＇ve heard about some
potential damage and what you are alleging is actual
damage，is there anymore actual damage that you know of at this time？

MS．DANILOVA：Our neighbours do not talk to us
because the police ．．．
MR．DANILOV：They think that we some kind of ex－ cons，or whatever，because police was standing by our house for a few hours，they witness，they don＇t talk to us．

BY MR．BORNMAN：
925．Q．Okay．Anything else？
MS．DANILOVA：We live in the community with－－
where young families with small kids live and you can imagine how our neighbours now treat us．

MR．DANILOV：And our next door neighbour
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Q. And they invited you?

MS. DANILOVA: Yes.

MR. DANILOV: Yes.

MS. DANILOVA: From the hall, but they ask us. BY MR.
928. Q. And when was the last time that you talked was it Konstence you see - - Konstence is the friend?
A. Konstantin Gushchenko you mean?
929. Q. Yes. This is the friend who you went mushroom picking with?
A. Yes.
930.
Q. And since you had that conversation with him, have you seen him again?
A. No, it was last time and it was some what in 2012 summer in Brampton office of Rogers. 931. Q. Okay. Any other harm that you have experienced because of the alleged slander and libel?

MS. DANILOVA: We cannot plan of our finances.
We - - we are like mailed by CPL certificate on
our house because it was nothing but blackmailing．

MR．DANILOV：Yeah，it was completely groundless and，well．．．

BY MR．
Q．Okay．
A．．．．now we having trouble with that．．．
933.

Q．Okay．
A．．．．basically，well．
934.

Q．So with respect to the allegations of the defamation that you have pled，what other damage has it caused you．．．

A．Oh，I－I believe I provided ．．． 935．Q．．．．what－what．．．

A．．．．the list of damages and cost today，did you see that stuff？ 936．Q．．．．I did－I did see that．I＇m wanting to know what the harm－is there anything other than what you＇ve told me and Mr．Krysiak earlier today that is harm you suffered ．．．

A．Yes，it＇s．．．
937．Q．．．．because of the alleged slander and libel？
A．．．．it＇s－－it＇s a lot of emotional stuff， actually，because－well，I didn＇t do anything－－anything bad to Nikityuks in my entire life and how they paid me
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back, well.
938. Q. Emotional damage?
A. Yes.
939.
Q. It's in...

MS. DANILOVA: You...
BY MR.
940. Q. ...and is there any...
A. It's even...
941. Q. . . .medical?
A. ...it's even for me emotional damage. For my wife I cannot imagine.

MS. DANILOVA: ...it's emotional trouble. It's no -- no, no nothing medical. MR. DANILOV: No, they didn't do to any doctors, we - - we don't have this kind of (inaudible). MS. DANILOVA: As Nikityuks admitted yesterday, they communicated those false statement including accusing me in criminal offence throughout the Russian speaking community in Barrie and as they admitted yesterday, all Russian community of course on their side and nobody speaks to me. MR. DANILOV: And same with relatives in Russia, actually, because -- well, there is this cousin Svetlana and her mother and all relatives around that they all -- well, heard all this stupid

stuff from Nikityuks.
BY MR. BORNMAN:
942. Q. And do they - - do they act differently now?

MS. DANILOVA: Yes.
MR. BORNMAN: And what has...
MS. DANILOVA: They do not talk to me at all.
MR. BORNMAN: they don't talk to you anymore.
MS. DANILOVA: They do not talk to me.
BY MR. BORNMAN:
943. Q. Any - any other harm caused by the slander
and libel?
A. We can take it as undertaking.
944. Q. Can - can you think of any other harms that you 've suffered at this time?
A. Well, I would say...
945. Q. I -- we recognize that some of this is
potential...
A. ...it's listed but not limited to because I might, you know, recall something in five minutes.

MS. DANILOVA: Their defamation is ongoing.
MR. DANILOV: Yes. They keep...
MS. DANILOVA: What -- it's -- they -- they...
MR. DANILOV: ...they keep saying all this stuff.
MS. DANILOVA: ...they just doing this right now.
MR. BORNMAN: ...okay.
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MR．DANILOV：And sometimes they do it under their oath．

MS．DANILOVA：We understand Russian and we understand what they are communicating to the interpreter．

BY MR．
946．Q．Okay．
A．And when we are looking for a lawyer，for example，and you remember how long that took，right， because we were talking like－－well，we are hiring a lawyer and all this stuff．We couldn＇t find any lawyer in Barrie because they all knew about us． 947.

Q．Well it looks like you found Mr．Timokhov right away？

A．Yeah，but he is from Toronto．
MS．DANILOVA：And is from Toronto．
MR．DANILOV：They didn＇t come to Toronto yet．
BY MR．
948．Q．All right．I want to turn to Tab 21 of Volume 4？

A．Volume 4，tab what，I＇m sorry． 949．Q．It＇s Tab 21 of Volume 4．Again we are looking at the letter marked，without prejudice，but included in your affidavit of documents dated March 15th， 2013？
A. Yes.
950.
Q. And on the second page it says, ***"Based on set above starting April the 1st, 2013 I consider myself free from any obligations loaded on me by the contract, more specifically, 10 percent of annual interest on the remaining principal and/or life term" - - "lifetime term of contract and will pay your client interest on my discretion, which \(I\) can only afford without absorbing significant investment risks which at the same time would keep your clients not eligible for social assistance. "
A. Yes.
951. Q. Is that your position today?
A. Ah, we reconsidered this position. Actually, because you - you never responded back, see, it says in my affidavit, ***"Ignored by EB."

MS. DANILOVA: Mm-hmm.
MR. DANILOV: So you didn't respond that to that email.

MR. TIMOKHOV: Just for the record, we -- we
reserve the right to make - - to exclude this evidence based on settlement privilege. I just need to research that, but now just you can cross examine it...

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MR. BORNMAN: Yes.
MR. TIMOKHOV: ...but we...
MR. BORNMAN: Proceeding on the basis ...
MR. TIMOKHOV: . . .we may exclude it during the trial.

MR. BORNMAN: ...proceeding on the basis that the privilege has been waived, is this your position...

MR. TIMOKHOV: They were un -- unrepresented...
MR. BORNMAN: ...or is this not your position?
MR. TIMOKHOV: ...at the point so just, you know, just like have to think about it.

MR. BORNMAN: They were unrepresented when they -
- this is in the affidavit of...

MR. TIMOKHOV: Or under...
MR. BORNMAN: ...documents for the...
MR. TIMOKHOV: ...or under-represented.
MR. DANILOV: Well I can answer your question, it's not a problem. See, as you didn't respond to this email so consider it withdrawn because it was actually the beginning of negotiation. You didn't want to negotiate so all -- all this email it's actually -- well, I I wasn't sure even that that you received it, so.
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BY MR. BORNMAN:

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952.
Q. So this is a negotiating position?
A. Yes.
953.
Q. Okay. Are you...
A. Again, \(I\) was just trying to make a point to Nikityuks because at some point they - - they must start thinking.

MR. TIMOKHOV: And before my client testified that he - - that they are willing to honour the obligation to continue with support, that is was an answer to the question to you before.

BY MR. BORNMAN:
954. Q. ...well that feeds nicely into my next question. What obligations, if any, do you believe you have under the agreement today?
A. Oh, I never rejected to support them. And am willing to support them as we always did and, well, at this point I'm supporting them just now I'm trying to stay at the minimum because \(I\) have no idea well now I have, but I didn't have before the examinations idea how much they received from social assistance and all this stuff. And I know that all that -- every - - every penny they actually receive from the government will be charged back to me. I'm not going to pay twice for the same. I simply have to know how much I owe to the government and, well, when I am sure that they are claim all income they receive from me,

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don't conceal it anymore, they will receive decent income, but every what I pay them they hide. And what happens next they go to social assistance, they receive it and everything they received will be charge back to me. I cannot afford that.
955. Q. How much support do you owe the Nikityuks?
A. I'm not sure I understand your question, what - - what is like in total or months, or? 956. Q. Month to month.
A. We can negotiate that. I'm not ready for this negotiations at the point because you - - it depends mostly on CPL and on the resolution of that. 957. Q. So...
A. Because, see, if Valentin Nikityuks -Valentin Nikityuks spend \(\$ 150,000\) on the house \(I\) own, it basically leaves him with almost nothing. And 10 percent from nothing is nothing. 958. Q. ...so is it fair to say that the amount you are obliged to pay as support is open to negotiation at this point?
A. Yes. It's open to negotiations and in that negotiations item number one is CPL and resolution, because this is my house and they hijacked it - - or trying to do and until that thing is resolved, I will be paying them minimum because \(I\) don't know how much left there.
(Off Record)
BY MR.
959. Q. I want to talk about powers of attorneys?
A. Yes.

960．Q．How many powers of attorney did you have for Pavel excuse me，how many powers of attorney did you have for Alla and Valentin Nikityuk？

A．Two，one for Alla and one for（inaudible）． 961．Q．You had powers of attorney for both at the TD bank？

A．At TD bank，yes，they actually created their own power of attorney，but it was created based on the general power of attorney we had．We brought that general power of attorney to TD bank and they said that they need their own． 962．Q．Are there any more account specific powers of attorney other than the TD account？

A．Not at this point ．．．
MS．DANILOVA：As a matter of fact there was with Service Canada，I registered general power of attorney with Service Canada and with Canada Revenue Agency．
\(B Y\) MR．
963．Q．Any other ones？

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A. .. .Svetlana knows better.

MS. DANILOVA: Yeah, because I was appointed as their power of attorney.

MR. DANILOV: I even didn't know that.
EXAMINATION OF SVETLANA
BY MR.
964.
Q. Are there any other powers of attorney?
A. No.
965. Q. Okay. And why did you set up powers of attorney?
A. Why?
966.
Q. Why. What was the purpose of you having a power of attorney?
A. Because they said that they're so sick going to appointment with me and I can do everything on their behalf they -- and that was the purpose. 967. Q. Whose idea was it, their idea or your idea?
A. Mutual idea.

MR. DANILOV: I would say that it's common sense because they don't speak English. The don't have an opportunity to communicate with parties and how else we are supposed to deal with it.

BY MR.
968. Q. In your defence to counter claim on paragraph 24, which is on page 29, you explain why you had a power of

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1 attorney with respect to banking, do you agree - - is the
2 information pleaded in paragraph 24 accurate?

6 EXAMINATION OF PAVEL DANILOV
7 BY MR. BORNMAN:
8 970. Q. Did the Nikityuks know that you had these 9 powers of attorney?

18 if this matter proceeds to trial?
A. Twenty-four?
Q. Yes.

MR. DANILOV: Yes, it's accurate.
A. Of course they did.
971. Q. Paragraph 25 of your defence to counter claim...
A. \(\mathrm{Mm}-\mathrm{hmm}\).
972. Q. ...you mention immigration consultant Rika

Karasava(phonetic)?
A. Karasova(phonetic), yes.
973. Q. Is your intention to call her for a witness
A. We have her affidavit.

MR. TIMOKHOV: Ah, yes.
MS. DANILOVA: We have her affidavit.
BY MR. BORNMAN:
974. Q. At the -- the final sentence of paragraph 25 indicates that your presence was not even required during the procedure -- this procedure being execution of the

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power of attorney，were you present when the．．．
A．Yes．
975．Q．．．．power of attorneys were executed？
A．Yes．Yes we all four were together over
there，but it turns out we were not required over there because everything was explained in Russian directly to

Nikityuks．
976．Q．And who explained it to them in Russian？
A．Rika（inaudible）．
977．Q．And do you admit that all your powers of attorney were revoked no later than October 24th，2011？ MS．DANILOVA：Yes，we do．

BY MR．
978．Q．Now on page 49．．．
MS．DANILOVA：What day did you mention？
MR．BORNMAN：．．．the date was October 24th，2011， which was the day you were served with the powers of attorney by ．．．

MR．DANILOV：It was October 24.
MR．BORNMAN：October 24．．．
MR．DANILOV：Yes．
MR．BORNMAN：．．． 2011.
BY MR．
979．Q．On page 49，paragraph－－and this is a long paragraph 44 that begins on the page before，you indicate
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that you had caused the transfer of certain funds from a TD Waterhouse account ...
A. Yes.
980. Q. ...on October 20th?
A. Yes.
981. Q. But that it had taken three business days or more to process causing the actual transfer to occur on October 25th and 27th?
A. Yes, you actually can see that in the statement attached to Valentin's affidavit that some assets were sold at that specific date, October 20th, and the price is of October 20th. So the transaction was initiated on October 20th. And it's normal to process the buy or sell transaction in three days and de-registration of the funds in five. So both transactions were initiated on October 20th, but ended later than October 24. 982. Q. Did you advise TD Waterhouse on October 25th that the power of attorney had been revoked?
A. No, Nikityuks did that our - - themselves.

MS. DANILOVA: It was not even our duty to advise
TD. If you have a look into TD...
MR. DANILOV: We just...
MS. DANILOVA: ...power of attorney of Nikityuks, it says that it was their duty to advise TD that power of attorney was revoked, just -- you can

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have a look at the power of attorney of TD． MR．DANILOV：．．．and actually we never used those accounts after that at all because they closed it．

BY MR．

983．Q．Are any of the other power of attorneys that were in effect requiring specific notice to revoke the TD power of attorney required specific notice to the bank， were any of the other powers of attorney ．．．

A．Not that we are aware of－not I am aware of． 984．Q．．．．not that you＇re aware of．Do you have copies of those powers of attorney？

A．Which ones？
985．Q．The power of attorney for the CRA，power of attorney for Service Canada？

MS．DANILOVA：I just went to the Service Canada as \(I\) was told that general power of attorney was registered with Service Canada．That＇s how it worked in that situation．With CRA I was already authorized on the account．

BY MR．
986．Q．Is the general power of attorney still registered with Service Canada？

A．You don＇t know．
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987．Q．Is your power of attorney with Canada Revenue Agency still？

MS．DANILOVA：No，they unauthorized me．They removed my authorization．Yana did this authorization．

BY MR．
988．Q．Shortly after the Nikityuks left the house， you sent a cheque to the YMCA，isn＇t that right？

A．Yes．
989．Q．What was that cheque？
A．It was support funds for half of October and November．We could afford at the moment keeping in mind the fact that they left the house and，well，everything changed after that．
990.

Q．Then Nikityuks state that they cashed that cheque，but that the cheque was dishonoured．

A．Exactly．They kept this cheque for a month， tried to check it in on December 5th－on December the 5th．And the reason for that was as they state in some of their letter that at that specific moment they were not in the position to cash that cheque．And basically what that means，it means that they were in the process of Welfare
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application and they couldn't afford to show this income because they would be rejected in the Welfare. And in about -- well, November, I'm not sure what date exactly maybe 3rd, maybe 5th, something like that, we got information from Welfare that they got social assistance in approximately the same amount and as we were not going to pay the same twice, we cancelled the cheque in the middle of November.
991. Q. How did you know they were going to be paid social assistance?
A. Because we were looking for them everywhere. We called all common friends. All - - we called YMCA, we called Yana, we called basically social housing because they were talking about social housing all the time and social housing is actually in the same building with Welfare and accidentally Svetlana found out that they got social assistance.

MS. DANILOVA: I went to the Welfare office myself at the Bayfield Street there is a same office, Welfare and social housing it's the same
room. I came to the reception with the sponsorship agreement asking -- just providing information that I am a sponsor of the Nikityuks who - - who I was suppose received social assistance. It was my understanding at that

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point that they received social assistance．Some －－the supervisor was called to talk to me．I showed her sponsorship agreement．She made a copy of sponsorship agreement and she provided me with the information that Nikityuks already received social assistance in the amount of．．．

MR．DANILOV： 1644.
MS．DANILOVA： 1644.
MR．BORNMAN：Did she tell you that？
MS．DANILOVA：Yes，she did－－she did．
MR．BORNMAN：Okay．
MS．DANILOVA：And I will be responsible for this amount to pay back to Welfare．

MR．BORNMAN：And did you cancel the cheque before or after？

MS．DANILOVA：This－after that after I got the information that \(I\) will be responsible to pay back approximately the same amount and Nikityuk already received the amount of support for the same period of time I cancelled the cheque immediately．Not to pay twice．

MR．DANILOV：And we actually paid that debt to Ontario Works．

MS．DANILOVA：We paid back this amount．
MR．DANILOV：By their request，yes．
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Svetlana Danilova and Pavel Danilov
April 9, 2014


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There is some notes from Ulia（inaudible） accusing me in some．．． MR．DANILOV：And that statement is in Nikityuks affidavit．
```

BY MR．
994．Q．Have you been provided with any statements in writing from any of these individuals in the Russian community who heard about the things that Alla and Valentin alleging were saying about you？

A．Only verbal statements at this point．
995．Q．Only verbal statements？
A．But we can ask them to do the writing．
996．Q．Would you be willing to provide statements as to their understanding of what they heard？

A．We＇ll discuss that with out counsel．

MS．DANILOVA：Ah，Nikityuks admitted yesterday－
－admitted their names of person whom they
communicated full statement．It＇s in their
admission，an exact statement they indicated to Russian community，they admitted．

BY MR．
997．Q．What＇s the fiduciary duty that the Nikityuks owed you？

MR．TIMOKHOV：Can you please explain what
fiduciary duty is？

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998. Q. What duty - - what responsibility were the
Nikityuks exercising on your behalf that the breached?

A．A lot of，actually．They breached the sponsorship agreement for－－for a start． 999．Q．Anything else？

A．They breached the loan agreement，they breached a lot of verbal agreements we made during 2008， （inaudible）

1000．Q．Did the Nikityuks exercise any authority or responsibility over your property or with respect to your affairs？

A．I＇m not sure I understand your question．
1001．Q．Did they make decisions on your behalf？
A．No．
1002．Q．Did they have any of your money that they administered？

A．No．
MR．TIMOKHOV：While in Canada or while in Russia？

MR．DANILOV：Yes．
MR．BORNMAN：Ever？
MS．DANILOVA：Ever．Ever．
MR．BORNMAN：Well there＇s a power of attorney in Russia，you say？
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M3. DANILOVA: You mean ever, we meant in Canada.
BY MR.
1003. Q. So I'll take your answer to be with respect to Canada?
A. Yes.

MS. DANILOVA: Mm-hmm. Mm-hmm. Mm-hmm.

## BY MR.

1004. Q. Are you alleging that the Nikityuks used some power improperly in Russia?
A. Yes.
1005. Q. What power or authority did they exercise improperly in Russia?
A. Well, it looks like they kicked off our - - my wife, Svetlana, and our daughter, Anastassia, from the title of the property -- from the apartment they sold in Russia. At least it looks that way now, we didn't know that.

MS. DANILOVA: Because I - I ex -- when I left Russia in 1996 and we moved to (inaudible) I gave my mother the power of attorney and I was expected her to register the ownership, not only for them, but also for myself and for my daughter.

## EXAMINATION OF SVETLANA

BY MR.

rooci. Q. Do you ho.ve o. copy of that Russian power of attorney?
A. Unfortunately, no.

MR. DANILOV: No.
MS. DANILOVA: And I just my...
MR. DANILOV: Try to look at that, maybe we (inaudible)

BY MR.
1007. Q. If -- if you...
A. ... no, how can -- I just gave power of attorney to my mom, I didn't have a copy. 1008. Q. If you get a copy of that power of attorney do you undertake to produce it?
A. No, I don't think so I have a copy, I do not.
1009.
Q. But if you do find a copy, you will give me.

MR. DANILOV: Yeah, if we find, yes, sure.
MR. BORNMAN: ...okay, so, it's undertaking
MR. DANILOV: But it's like that.
UNDERTAKING NO. To provide copy of Russian
power of attorney if located.
MS. DANILOVA: So, I would expect myself and my
daughter to be reg -- registered in that
agreement - - agent agreement as an ownership
owners of their property. Instead I was listed -

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! was listed and I still listed as having a right for being an owner and my share was indicated there, but my share in the property was probably indicated as half.

BY MR. BORNMAN:
1010. Q. When did you give the power of attorney to your mother?
A. 1996 .

MR. DANILOV: In August when we left to (inaudible)

BY MR.
1011. Q. Did you ever revoke the power of attorney?
A. No.
1012. Q. And what was the purpose of the power of attorney?
A. To deal with -- it was general power of attorney for property.
1013. Q. The Nikityuks - did you ever voluntarily unregister from the apartment in Russia?
A. I unregistered from the apartment in Russia in 2008, I believe, before the apartment was sold. 1014. Q. And were you registered at all times, to the best of your knowledge, before that time?
A. Yes. Yes, why would I - - wouldn't I. Yes.
1015. Q. You were never - - you never unregistered so


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- that you could apply for a different house?
house?

1016. 

A. At some point.

MR. DANILOV: Yeah, living.
MS. DANILOVA: At some point.
9 BY MR.
101017. 11 but remain registered at the other house?

12

13
A. No. What do you mean apply for the different
Q. You lived with your husband, Pavel Danilov, in Russia?
1017. Q. And were you able to live with Pavel Danilov,
A. Sure. Why not?

MR. DANILOV: Sure. It's completely different
things.
MS. DANILOVA: It's different things.
BY MR. BORNMAN:
1018. Q. All right. Subject to undertakings and refusals, those are my questions.

*     *         *             *                 * 



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## ONTARIO SUPREME COURT OF JUSTICE

## BETWEEN:

SVETLANA DANILOV A AND PAVEL DANILOV

Plaintiffs - and -

ALLA NIKITYUK, VALENTIN NIKITYUK, YANA SKYBIN, YOUNG MENS CHRISTIAN ASSOCIATION operating as YMCA SIMCOE/MUSKOKA AND YMCA SIMCOE/MUSKOKA NEWCOMER SERVICES

Defendants

CourtFileNo. 13-1101
BETWEEN:

SVETLANA DANILOV A AND PAVEL DANILOV
Plaintiffr
-and -

ALLA NIKITYUK, VALENTIN NIKITYUK, YANA SKYBIN, YOUNG MENS CHRISTIAN ASSOCIATION operating as YMCA SIMCOE/MUSKOKA AND Y 1CA SIMCOE/MUSKOKA NEWCOMER SERVICES

Defendants

## Examination for Discovery of:

PAVEL DANILOV
Taken on: April 9, 2014


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