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Court File No. 12-0545-SR 1 2 ONTARIO SUPERIOR COURT OF JUSTICE 3 BETWEEN: 4 SVETLANA DANILOVA AND PAVEL DANILOV 5 Plaintiffs 6 - and -7 ALLA NIKITYUK, VALENTIN NIKITYUK, YANA SKYBIN, 8 YOUNG MENS CHRISTIAN ASSOCIATION operating as YMCA SIMCOE/MUSKOKA AND YMCA 9 10 SIMCOE/MUSKOKA NEWCOMER SERVICES 11 Defendants Court File No. 13-1101 12 13 BETWEEN: 14 SVETLANA DANILOVA AND PAVEL DANILOV 15 Plaintiffs 16 - and -17 ALLA NIKITYUK, VALENTIN NIKITYUK, YANA SKYBIN, 18 YOUNG MENS CHRISTIAN ASSOCIATION 19 operating as YMCA SIMCOE/MUSKOKA AND YMCA 20 SIMCOE/MUSKOKA NEWCOMER SERVICES 21 Defendants 22 23 Transcript of the examination for discovery of PAVEL 24 DANILOV and SVETLANA DANILOVA, the Plaintiffs herein, taken 25 on the 9th day of April, 2014, at the offices of Simcoe Court Reporting (Barrie) Inc., 134 Collier Street, Barrie, 26 27 Ontario, commencing at 12:30 p.m. 28 29 **APPEARANCES:** 30 MR. S. TIMOKHOV for the Plaintiffs 31 MR. E. BORNMAN for the Defendants, Nikityuk 32 MR. P. KRYSIAK for the Defendants, Yana Skybin 33 and YMCA

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1		INDEX OF UNDERTAKINGS		
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4		is an account of the Russian pension between June		
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23	PLEASE NOTE: The list of undertakings and refusals is			
24	provided as a service to counsel and does not purport to be			
25	complete or binding upon the parties herein.			

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1 PAVEL DANILOV: DULY AFFIRMED

2 EXAMINATION BY MR.

Q. Mr. Danilov are you the Pavel Danilov listed 3 1. 4 as plaintiff in court file number 12-0545 and 13-1101? 5 A. Yes, I am. Q. I'm going to first ask you questions about 6 2. 7 court file number 13-1101. Can you take out your statement 8 of claim? 9 A. Do we have it. One second. MS. DANILOVA: 10 Statement of claim. (Inaudible) 11 MR. TIMOKHOV: Do you have a copy of it, counsel? MR. KRYSIAK: I have -- I have my own. 12 MR. BORNMAN: Should note the time is 10:10 a.m. 13 MR. TIMOKHOV: I don't have a copy of it. 14 15 MR. KRYSIAK: Can we go off the record. (Off Record) 16 17 BY MR. 18 3. Q. Can you go to paragraph 19 and read that to yourself to remind yourself what it says? 19 20 Α. Paragraph 19, ***"In or"... You don't have to read it out loud... 21 Q. 4. 22 Α. ...oh, okay. ... read it to yourself because I'm going to 23 5. Q. 24 ask you questions about paragraph 19. 25 Α. Okay. Okay. Yes, Iread it.

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_____ 1 6. Q. Okay. In this paragraph you say that Ms. Skybin, who is a counsellor at YMCA, was acting in bad 2 3 faith and expecting to acquire part of the proceeds of the Nikityuk's funds? 4 5 A. Yes. б 7. Q. Okay. How do you know that? 7 Well, we know Mr. -- Mrs. Skybin since 2009 Α. and there was a close personal relationship with Ms. Skybin 8 with my wife, not with me, and my wife's parents -- close 9 10 personal relationship has been developed at some time. 11 Everything was fine since approximately the beginning of 12 year 2011 when Ms. Skybin found out at some party or 13 parties that Nikityuks actually transferred \$260,000 to 14 Canada to me and my wife. And after that strange things started to happen which we couldn't explain at that time. 15 We couldn't understand what is going on and finally in 16 October 2011 Nikityuks left home and before that it was 17 like on every day basis, 'Yana Skybin knows everything. 18 19 Yana Skybin can help us with social housing. You don't 20 know anything. You do a lot of mistakes.' And all -- all this kind of stuff and well, as Ms. Skybin is actually -21 - how old is she, well... 22 23 MS. DANILOVA: Forty-seven, I would say. 24 WITNESS: ...forty-seven and my wife's parents

are 75, 76, we actually don't understand what's

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1 common between them and when we found out that 2 she's next of kin in the application for social 3 assistance, we figured that she has financial 4 interest.

5 BY MR.

6 8. Q. To summarize your answer, your evidence for
7 understanding that she has financial interest in your
8 parent's money is when is you finding out that she is
9 listed as the next of kin in her social - social
10 assistance application?

11 A. Not just that. There are also other factors and -- first of all there were suspicions because she was 12 really nice to my wife until she found out that my wife's 13 14 parents brought a lot of money to the country, actually. And when all this our trouble began it was 2011 and that 15 16 trouble develop during the summer 2011 -- every day my 17 wife's parents were talking about Yana Skybin and how she 18 is a good -- very good specialist, how she knows everything 19 and basically everything which was contradicting what we 20 told my wife's parents and what Yana Skybin told them was 21 solved by my wife's parents in favour of Yana Skybin. And 22 there must be a reason for that. And that reason we 23 figured later when we started to collect evidences on 24 another case.

25 9. Q. Okay. Is there more evidence that you've

7 April 9, 2014 Pavel Danilov 1 collected? 2 Ah, yes. Sure. Α. Okay. Can you list more things? 3 10. Ο. 4 Α. Most of those evidences are actually in your 5 and Nikityuk's brief of documents and affidavit of documents. 6 7 11. Q. Okay. Can you recall them and point to them for me -- if you have a chance to look at them right now, 8 can you point ... 9 10 Α. Um... ... to the documents? 11 12. Ο. 12 A. ... I can pick up my Volume Six -- oh, by the way, we have the brief of documents for you, I call six 13 volumes if you need them -- Volume 6. 14 15 MR. BORNMAN: Do you want -- Mr. Krysiak, do you 16 want a copy to use. 17 MR. TIMOKHOV: They have a copy. MR. KRYSIAK: I can follow along. 18 19 WITNESS: Yeah, we have we have another Volume 20 6 in -- in the books by the -- by the wall. 21 MR. KRYSIAK: Okay. Thank you. 22 BY MR. 23 13. Q. All right. I -- I'll follow you. You point 24 me to the tab and then where you want me to look at, okay? 25 A. Yeah. Sure. Okay. Volume 6, Tab 1.

8 April 9, 2014 Pavel Danilov ______ Q. Yeah. 14. 1 2 It's the log of Yana Skybin. Α. 3 15. Ο. Yeah. 4 Α. I need to find some records here, more or less related to mine. 5 That's fine, take your time. 6 16. Ο. Yeah. Sure. Okay. Let me start with 7 Α. another one. In our brief of documents it's Volume 2. 8 MR. KRYSIAK: Can I have number two. Thanks. 9 BY MR. 10 11 0. Okay. 17. 12 Α. Volume 2, tab number two. 13 18. Ο. Yeah. 14 Α. Originally it was email in Russian send by Yana Skybin to Nikityuks and that email numbered as 16. 15 16 And at the bottom of the page when -- at -- at the very bottom of the page there is Russian text over there, but 17 you can go back a little bit and we have the certified 18 19 translation. 20 19. Q. Okay. That's fine. 21 The certified translation -- so certified Α. translation says, ***"Dear Valentin and Alla" -- oh, sorry. 22 23 Sixteen -- yeah. Actually in certified translation page 24 five it says right here number 17 in translation section, 25 ***"Valentin and Alla, let me express a profound

Pavel Danilov April 9, 2014 _____ 1 gratitude that you have come as well as you for 2 precious gift. You are very generous persons. Thank you very much. " 3 4 20. Q. Okay. And can you explain that email? 5 When -- well basically what happened here Α. well, in summer 2011 Nikityuks become very interested in б 7 social housing topic like how to get social housing. And 8 in Yana's log we can go back to Volume 6, Tab 1 and a record of August 2011 -- August 23. 9 O. Yeah. But but -- I know what you're -- I 10 21. 11 know that we're going to go to that next, but ... 12 Α. Mm-hmm. 13 Ο. ... while this email is still fresh in ... 22. 14 Α. They are related. ...my memory, that's fine, I'd like to know 15 23. Ο. if -- without looking at that document for now, what is 16 this gift we're talking about here? 17 A. It's actually bribery. 18 Okay. Can you -- can you tell me more about 19 24. Ο. 20 that, that's what I want to know? 21 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 22 here because on August 23, 2011 Nikityuks came to her 23 24 office and ask for information about subsidized housing. Q. Okay. That's fine. I have both -- both 25 25.

9

1 documents open.

2 Mm-hmm. And according to Yana Skybin's log Α. Nikityuks accused me and my wife here in some kind of 3 4 physical abuse, physical attacks, all kinds of bad stuff, basically criminal. And we know that this wasn't the first 5 time when all this subsidized housing topic was raised. 6 Actually, in the family all subsidized housing 7 8 conversations started around April 2011 and it was like almost on every day basis. Every morning started with 9 10 subsidized housing conversations and what Nikityuks were talking that all we have to do is a little bit of 11 12 preparation. And when we explained them that subsidized housing there is a line, like six years or maybe 10 years 13 in Barrie we didn't know for sure at that time, but several 14 15 years, they told us, 'It's not a problem. It's not your 16 problem, Yana Skybin knows how to do that. Everything 17 which is required from you is a little bit of preparation. 18 Yana knows how to do that.' Everything, Yana knows. And 19 almost on every day basis. So, what Yana says here that it 20 was the first time when they came to her with subsidized housing, it's actually not true, it's twisted a little bit 21 22 and we -- we actually don't have records before August, I don't know why. And what happened, actually, they came to 23 24 her on August 23 and formally asked for the subsidized 25 housing help, but they were ready for all this business way

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Pavel Danilov April 9, 2014 1 before. And on August 20, which was Yana's birthday actually and they were invited to that birthday and that's 2 email which was sent on August 20th ... 3 4 26. Q. Yeah. 5 A. ...actually I'm referring to, it was sent on evening August 20th. б 7 27. Q. Yeah, I see it. 8 She got from Nikityuks precious gift. That Α. 9 gift was a bribery. And we know that it was cash. We know 10 that. 11 28. 0. How do you know that? 12 Α. Because Svetlana withdraw that cash away day 13 before for them, they asked to withdraw cash and Alla 14 Nikityuk actually was saying like, 'Well I don't know what 15 -- what to -- to give Yana because everyone in Canada has 16 everything and can buy anything they can and it would be 17 good probably if we help her because she is -- she has three kids, she has some financial -- well, divorced --18 single divorced woman, all -- all this kind of stuff. 19 20 29. Q. Mm-hmm. A. And we we will help her with -- with cash. 21 22 30. Q. Okay. Remember you guys can't talk to each 23 other when I'm asking questions. I'll -- I'll ask each 24 individual questions. Okay, is there -- so this was cash 25 given to Yana for her birthday?

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1 A. Yeah. 2 31. 0. Okay. 3 Α. And . . . Q. Do you know how much? 4 32. A. ...well, we -- we can guess. I don't know 5 for sure, but it was at least \$100 at least. 6 7 O. Does your wife know, I'll ask her later if 33. she does, do you know if she knows? 8 A. I don't know. 9 10 34. Q. Okay. That's fine. Okay. If we go further through this log I can 11 Α. 12 probably find you -- well, see all this -- Yana's -- yeah, one more thing about this specific record. 13 14 35. Q. Mm-hmm. A. We actually have proof that Yana knew that 15 all Nikityuk's accusations were a lie at that point. We 16 have proof of that -- straight proof of that. 17 O. Accusations of? 18 36. A. Of abuse. 19 20 0. Of abuse? 37. A. Yes, specifically what -- what this -- she 21 22 says here, ***"The daughter yells at them and attacked Alla. 23 24 She showed me her bruises. The son-in-law yells 25 at them too and threw plates at them that ended ______ ____

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1 up making holes in the wall in the living room. " It's all lie. 2 Q. Okay. If... 38. 3 And we have proof. 4 Α. 5 39. 0. ... if you have proof can we -- can we -would you be able to -- you guys can't talk. I'm sorry. 6 7 You can't talk to each other. 8 A. Okay. 40. Q. If you have proof -- let's switch topics real 9 10 quick, can you produce that for me, can you show me in the book? 11 12 A. Yes, I can. Okay. There are several things 13 to prove that. What they say here, see, ***"There were sign of distress. Alla started --14 she said to their daughter is telling here she's 15 crazy and depressed. Alla and Valentin spoke up 16 17 when their granddaughter visited last time." This is important sentence here, ***"Alla and Valentin 18 spoke up when their granddaughter visited last time." 19 20 Granddaughter visited last time was weekend before. And in 21 -- in some other letter, Yana Skybin actually wrote for 22 Nikityuks she says specifically about that weekend that the granddaughter was visiting on weekend, we can find that 23 24 letter if it's -- if you want it I think it's here. Um, so basically granddaughter it's our daughter, Anastassia, she 25

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1 visited weekend before on Saturday and Sunday that was August 20 and August 21st. And it was a very memorable day 2 3 for the family because we -- - all the family was working on 4 the backyard get -- building gazebo. It was an expensive gazebo kit we bought in Costco and we took a lot of 5 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 10 23. 11 41. Q. Okay. You're saying you have an affidavit 12 saying . . 13 Α. Of our daughter, yes. 1442. Ο. ... that your daughter didn't see any bruises? A. Yes, daughter -- they -- well, Nikityuks told 15 16 Yana Skybin that they showed bruises to share and daughter 17 was in shock and she -- well, basically, I -- I can find 18 that affidavit and there is completely different version of 19 that story in that affidavit. And there were no any 20 bruises. Q. Okay. Since you're referring to this log, 21 43. can you tell me when -- when Yana was writing this log was 22 23 it -- was -- was it only Alla and Valentin at the office, 24 or was the granddaughter there as well? 25 A. No, it was only Alla and Valentin. They

Pavel Danilov April 9, 2014 15 approach her with help for social housing. 1 Q. Okay. Did -- did Yana ever -- ever meet the 2 44. granddaughter? 3 4 A. I don't have recollection of such event. Okay. That's fine. Okay, I -- I understand 5 45. Ο. 6 -- I understand what you're saying. 7 A. And we actually have other proof. See, the

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.

12 46. Q. Okay. Okay. In in all -- is that -- is 13 that the evidence to show that Yana's allegations about 14 abuse are false, this and the -- and the photographs you 15 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...

19 47. Q. Yeah?

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

22 48. Q. Okay.

23 A. His daughter Elena, she lives in St.

24 Petersburg.

25 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. 50. Q. Okay. Can you -- can you take it out for me 3 4 so I can look at it myself as well? A. Ah, it should be -- let me -- look it should 5 be Volume 5, Iguess. Well, it might take couple minutes. б 7 51. O. That's fine. (Off Record) 8 9 WITNESS: Okay. In Volume 4... BY MR. 10 11 52. Q. Yes. 12 A. ...Tab 3. 13 Ο. Yes? 53. 14 A. We have some mail correspondence between Valentin Nikityuks and his daughters in St. Petersburg. 15 16 54. Q. Okay? 17 A. And well, it's translated -- certified translation, and, well, it's email number two and if you 18 look at the certified translation, well it's -- it's 19 20 Russian, actually and there is certified translation which 21 is goes first. 2.2 55. Q. Yeah, that's fine. I see the stamp. It's 23 email number two? A. Email number two, the end of it. See there 24 25 is this phrase. ***"On 22nd we are going to see family SIMCOE COURT REPORTING (BARRIE) INC. 134 Collier Street, Barrie, Ontario L4M 1H4

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Pavel Danilov April 9, 2014 ______ 1 physician. " 2 56. Q. Okay. And this is Valentin sending this 3 email? 4 Α. To his daughter. 5 57. To his daughter, okay. Ο. 6 Α. Yeah. So on 22nd we are going to see family 7 physician. 8 58. Ο. Yes. 9 So on 22nd they actually saw their family Α. 10 physician and on 23rd they met Yana and told her that we can't -- they got bruises on their hands. So basically if 11 12 on 22nd they saw their family physician, and Yana knew about that because if you read here -- see, what -- what 13 email actually says, 14 ***"Alla has got a hair cut beside our school. 15 We stopped by and saw Yana. She took our word 16 that we will come to her birthday on 20th. On 17 22nd we are going to see family physician. " 18 So Yana knew that they are going -- were going to see 19 20 family physician. And -- maybe she didn't, whatever. 21 Anyway they -- they saw family physician on 22nd and where are the pictures or doctor report about their bruises from 22 family physician. If they had bruises and they saw family 23 24 physician why they didn't complain. Where is the evidence 25 they desperately had.

	Pavel Dani	llov	April 9, 2014 18		
1	59.	Q.	Is there an email in here show saying why		
2	they're go	oing	to see the family physician?		
3		Α.	I think it was held appointment no, there		
4	is no sucl	h th	ng. And one more evidence, it's my		
5	daughter's	aff	idavit and her husband's affidavit.		
б	60.	Q.	Yes.		
7		Α.	So okay, so it's Volume 4 again.		
8	61.	Q.	Are we going to the picture next?		
9		Α.	Oh, yeah, okay		
10	62.	Q.	That's this		
11		Α.	we can go.		
12	63.	Q.	that's this		
13		A.	we can go to the picture.		
14	64.	Q.	okay.		
15		Α.	So, picture, it's Volume 2.		
16	65.	Q.	Yeah?		
17		Α.	Tab 9.		
18	66.	Q.	Yeah.		
19		Α.	And there is a whole bunch of pictures		
20	printed o	ut o	ver there. We are interested here in pictures		
21	number 68	, 69	and 70. And you actually can see here Alla		
22	sitting a	t the	e table with naked hands. There are no		
23	bruises.	And	even if they were there, where are the		
24	pictures	of t	ne bruises, like, you know, big ones. They		
25	have the	came	a why didn't they the picture take the		

1 picture. Because there were no bruises. And Yana knew
2 that there are no bruises.

3 67. Q. You mentioned picture 68, what's -- what's
4 68?

A. It's three pictures taken at Yana's birthday.
It's actually at -- of Yana's house, it's Yana's birthday,
it's table at her house.

8 68. Q. Yeah.

9 A. There are some witnesses here by the way.
10 69. Q. Okay. But the picture -- the important one
11 is number 69, right?

12 A. Yes. Yes, number 69, sure. But another important thing is that there are witnesses which were 13 supposed to see those bruises too, why those witnesses are 14 not introduced to prove the abuse. And they obviously saw 15 the -- would see the -- the bruises if they were there and 16 they had the camera because those pictures are taken by 17 Valentin. They had the camera, why they didn't take the 18 pictures as evidences if they were going to accuse us on 19 abuse. Mm-hmm. Are we done with the picture? 20

21 70. Q. Yes. Thanks.

A. And it's August 20th, right.

23 71. Q. That's right.

24 A. Okay. Now...

25 72. O. Can I ask you something, were you at that

Pavel Danilov April 9, 2014 20 1 birthday party as well? 2 A. ...no. 3 73. And was your wife there? Ο. 4 Α. We -- no, we were building gazebo at that It was a big family event. We were building gazebo 5 point. at our backyard and our daughter was there helping us and 6 7 her husband, Jan Niclas Caspers. So we have affidavit of both of them. 8 9 74. Q. Okay. So, Volume 4, Tab 6. It's our Volume 4, Tab 10 Α. 6, it's affidavit of Anastassia Danilova. 11 12 75. Ο. Yes? A. She says, ***"I have personal" -- paragraph 13 14 two, 15 ***"I have personal knowledge of all facts stated 16 in this affidavit" 17 except it's standard thing. I have it, one second. 18 Paragraph nine, 19 ***"I heard of Yana Skybin from my grandmother, 20 Alla, and stepgrandfather, Valentin, when they 21 lived with my parents. They spoke of her as 22 their friend. Later the name of Yana Skybin were mentioned to me by my parents when I also was 23 24 told and I believed that to be true that she's 25 the settlement counsellor to YMCA of Simcoe

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1 Muskoka area. During the weekend", paragraph 10, 2 3 ***"Of April 20, 21st, my husband, Jan Niclas 4 Caspers and I made the regular trip to visit my 5 parents, which on average we take once a month. My father has showed me a letter from Yana Skybin 6 7 as of December 20th, 2011 and asked to comment on the events described in the fourth paragraph of 8 9 the letter. Since he had no recollection of the 10 described events while my name was mentioned in 11 the letter." 12 Letter is attached to this affidavit. ***"I attach the true copy of the letter as 13 Exhibit A. During the weekend". 14 15 paragraph 11, ***"Of August 20, 21 2011 I and my husband were 16 17 in Innisfil visiting my parents also to help to 18 build and set up a new gazebo in the back yard. 19 I have a good recollection of that weekend since 20 building the gazebo was a big family event which 21 we also took a lot of pictures. " In the the paragraph fourth of her letter, Exhibit A, Yana 22 Skybin is writing about the events happening during that 23 24 weekend. 25 76. Q. Well are you plan -- sorry, are you planning SIMCOE COURT REPORTING (BARRIE) INC. 134 Collier Street, Barrie, Ontario L4M 1H4

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1 on reading the -- because you don't have to read those in 2 since they're already in your book. If you can point me to which paragraph . . . 3 4 Α. Oh, okay. 0. ... to read I can quickly read it myself? 5 77. 6 Α. One second. Ah, well, basically the most 7 important is paragraph 13, ***"I am stating that the description of the 8 9 events of the weekend is not true and below give 10 my recollection of the events as the following." So, paragraph 14, 15 is below. 11 12 78. Q. Okay. 13 A. And there was a statement here -- statement -14 - paragraph 16, ***"On Sunday, August 21st, when I saw my 15 16 grandmother and stepgrandfather, they did not 17 have any bruises or any other signs of abuse on them. " 18 And Exhibit A is the letter of December 20th, 2011, Yana 19 20 Skybin sent, to whom it may concern, which basically it can 21 mean, whoever... O. Yeah. 2.2 79. Α. ...wherever. And Tab 7 is affidavit of Jan 23 24 Niclas Caspers who is my daughter's husband. 25 80. Q. And does it pretty much say the same thing?

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_____ A. Ah, little bit different -- different. 1 2 81. Q. If you can point me which paragraph to -- for 3 me to read? 4 A. Give me a moment. For -- for instance, paragraph eight, ***"Alla and Valentin always has". 5 Q. I - I'm going to read it myself. 82. 6 7 A. ...okay. Paragraph 8, 10, 9. 0. Okay. Okay. And does that summarize the 83. 8 the proof you were saying of Yana's false accusations? 9 A. Ah, it's the main event. 10 0. Okay. 11 84. 12 A. Because the event we could prove, actually, 13 and what it says that she knew that the accusations are 14 false and all like about a year later all she need -- she 15 was serving Nikityuks with all those supporting letters and 16 stuff and referring them to lawyers -- a lot of lawyers to 17 some organizations like Immigration Canada like, Welfare, like, Social Housing, like... 18 Q. Yeah, I'm familiar with all that. 19 85. 20 A. ...yeah. 21 86. Q. What's the -- what's the point? A. The point is that everywhere she used those 22 accusations knowing that they were false. 23 24 87. Q. Okay. That's what you're saying? 25 A. Yes.

1 88. Q. Okay. I'd like you to... 2 A. And one more thing probably which may be important here, if you refer to my Volume 6, Tab 2. 3 4 89. Q. ...what are you -- what are we talking about 5 now? 6 Α. We are talking about the escape plan Yana 7 provided for Nikityuks. 8 Is this going to -- to -- is this going to be 90. Ο. relevant to her knowing that the abuse was false? 9 A. Well, sort of. 10 If it -- if it's not directly on then I don't Ο. 11 91. 12 want to discuss it now, we can discuss it later because I'm 13 -- I'm going in a certain direction here. 14 Α. Okay. 15 Can we go to paragraph 20 of the statement of 92. Ο. claim. Re-read that to yourself. 16 17 Α. Yes. 18 93. Q. Okay. You mentioned here that Yana received 19 expensive gifts from the parents, we -- we know that there is a birthday gift of at least \$100... 20 21 Mm-hmm. Α. 22 94. Ο. ... are there any other ones? 23 Α. It wasn't her only birthday and we know that 24 Nikityuks also attended her wedding recently and we know 25 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 1 2 were not just expensive gifts, it were also services. 3 95. Q. Okay. But I want to talk about this, 4 received expensive gifts. I want to -- can you give me a 5 list of the expensive gifts? 6 A. Yeah, we know about one that for sure. 7 Q. Which is the birthday? 96. 8 Which was a birthday gift, yes, but -- well, Α. there were other birthdays in 2012, in 2013. 9 97. 10 Q. Do you know for sure that a gift ... We don't know for sure, but we can ask Yana 11 Α. 12 about it. 13 98. Q. ...okay. Then I -- but I'd like to know 14 which gifts you know for sure about? 15 A. That one. 16 MR. KRYSIAK: Svetlana, you can't speak to him, 17 I'm -- this is the third time I'm asking you not to speak. If I have to say it a fourth times, 18 19 you're going to have to leave the room until the 20 end of the examination. MS. DANILOVA: Understood. 21 22 MR. KRYSIAK: Okay. 23 BY MR. 24 99. Q. Back to paragraph 20, you were saying that 25 those gifts were in breach of her duties and responsibility SIMCOE COURT REPORTING (BARRIE) INC.

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Pavel Danilov April 9, 2014 26 1 as a YMCA employee? 2 A. Mm-hmm. 3 100. Q. Can you tell me how they were in breach of her duties? 4 5 I can explain it this way. I work for IBM Α. б and every year we have to go through a special course which 7 is called, Business Conduct Guidelines, and we are forbidden to accept gifts from our customer. 8 9 101. Q. Okay. 10 Α. It's our duty. We don't accept... 11 102. Ο. Okay. A. ...gifts. And I suppose that YMCA as a big 12 and very respectful organization should have something like 13 14 that too. It -- it's just my guess. Q. Okay. Did you -- okay, you don't have any 15 103. documents showing YMCA guidelines ... 16 A. Um... 17 18 104. Ο. ...that can... ...we... 19 Α. 20 105. Q. ...that we can ... 21 Α. ... have some guidelines, not specifically YMCA, but some. Not about gifts though. 22 23 106. Q. ...okay. 24 Α. Are you asking specifically about gifts? 25 107. Q. Yeah. I'm asking -- I want to stick to

	Pavel Danilov April 9, 2014 27				
	:				
1	paragraph 20 here, Iwant to see that the gifts are				
2	receiving gifts are a breach of YMCA duties?				
3	A. No, see we actually asked for guidelines of				
4	YMCA, but we were not provided with them.				
5	108. Q. And if there are no guidelines about				
6	accepting gifts then it wouldn't be a breach, right?				
7	A. I suppose not, but it's just common sense.				
8	She if you are like an official in some respectful				
9	organization, it's a common sense that $you're$ not supposed				
10	to take gifts, it must be there.				
11	109. Q. Okay. Can you look at paragraph 21 now?				
12	A. Mm-hmm. Yes.				
13	110. Q. This Yana soliciting the parents to				
14	imitate domestic abuse, that's back to what we were talking				
15	about in paragraph in 19, right, you're going back to to				
16	that point when they came in to see her after her birthday				
17	and you say Yana fabricated fabricated stories about				
18	seeing bruises, are we are we talkicg about that point?				
19	A. That's that's part of the story and				
20	another is the fact that starting from approximately April				
21	2011 Alla Nikityuk actually mostly, because Valentin				
22	didn't talk much about that, but Alla and Valentin started				
23	to approach Svetlana and me with all this social housing				
24	requests like, 'We have to apply for social housing' and,				
25	again, we explained her that they are not eligible because				

Pavel Danilov April 9, 2014 28 1 they have good income because we live in the house and social housing is for poor people who don't have place to 2 live. And all we heard in response was, 'You do everything 3 wrong. That's not how people live here. Yana Skybin knows 4 5 how to do that. She will explain everything. All you have to do is a little bit of preparation '. At that point we 6 7 didn't figure what was that kind of preparation, what the 8 hell they were talking about, but when all this thing 9 happened and they actually falsely accused us, we figured 10 that that was abuse imitation. It's a well known fraud 11 scheme to abuse the Canadian social housing system. It's a well known thing. And Yana Skybin was mentioned by Alla 12 13 Nikityuk as some kind of mentor. 14 111. Q. Okay. 15 A. How to do that. 16 Q. When you say that Yana solicited the parents, 112.

17 now besides what we already discussed about this issue, do 18 you have any other emails, letters or any other records

19 showing this solicitation?

20 A. Can I take a moment ...

21 113. Q. Yeah.

A. ...off record, I just need...

23 114. Q. Sure.

24 A. ...to...

25 115. Q. That's fine.

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1 access to Nikityuks tax return assessments.

2 120. Q. Okay.

A. And that's what she was registered there as a4 representative...

5 121. Q. Okay.

6 ... for. So basically she knew that Nikityuks Α. 7 have income about 37,000 per year for them both in 2010. 8 But when she assisted them with all social assistance 9 applications and everywhere, she actually suggested that 10 they don't show that income and basically what they claimed 11 was only their pension. And -- well as a reasonable person, she had personal relationships with Nikityuks and 12 13 she knew that they live in the house -- is four -- is four 14 They have a car -- new car leased for them. people. They was, well, were in good condition, never hungry like 15 looking good, happy. 16

17 122. Q. Mm-hmm.

18 And as a reasonable person, she must Α. 19 understand that for all of that some specific level of 20 income is required. And she could easily estimate that 21 income because she also lives in a house of four people. 22 She has car very similar to Nikityuk's and she has some 23 specific level of -- of gross reason of that kind of stuff. 24 She could easily estimate Nikityuks income, but she did not 25 -- 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.
3	A. And that's where that idea comes from.
4	128. Q. Okay. Okay. I understand what you're
5	saying. Let's jump to paragraph 22 of the statement of
6	claim.
7	A. Yes.
8	129. Q. You say here that Yana expected to receive
9	compensation from the parents?
10	A. Yes, in form of gifts, other stuff.
11	130. Q. Anything else, other than what you mentioned
12	so far, the one birthday gift, anything else that she
13	expected to receive?
14	A. Services.
15	131. Q. And how do you know that?
16	A. Oh, we have like tons of pictures taken by
17	Nikityuks with Yana Skybin. All kinds of weekend getaways
18	everywhere. Like all kinds of cruises, museums, churches,
19	festivals, everywhere. And they always together not
20	always, almost always together. They use car pool and I
21	pay I pay for gas, actually. And sometimes she forgets
22	her camera in Nikityuk's car and then I have email that,
23	'Oh, I forgot my camera in your car.' So we can prove that
24	she was in the car so basically they took her everywhere.
25	They took her kids everywhere. They babysat them. They -

April 9, 2014 Pavel Danilov 1 well, entertained her mother and brother and all kinds of 2 services. That's like compensation. And, actually, I was paying for all of. 3 4 132. Q. You're saying that Alla and Valentin took 5 Yana on trips? 6 Α. Yes. 7 133. Q. Can you name the trip locations for me? 8 I can name some. Um, do you want me to find Α. 9 pictures? 10 Q. Well, off the top of your head, how many 134. trips would you say? 11 12 A. Almost every weekend. 13 135. Q. Okay. Can you name some locations? 14 Α. Yes. Q. Okay. 15 136. The Lion Safari -- I can look it up. I have 16 Α. 17 statement of their credit card where they paid like for coffees and all kinds of Ontario places and they were with 18 Yana there, they can give -- give you the list exactly 19 where they were. I am not sure that Yana was on all of 20 them, but at least on most of them that's for sure because 21 22 we have pictures. We can go to pictures taken of the same 23 locations at the same time and figure out, was Yana there or not. Most of the time she was. 24 25 137. Q. Then you know what, I don't think that this

April 9, 2014 Pavel Danilov 35 _____ 1 144. Q. ... to the last trip? 2 A. Yeah. If I had my computer here, which my lawyer told me not to bring, I could show it right on the 3 4 screen because I have all those pictures sorted 5 chronologically. UNDERTAKING NO. To provide a chronological 6 7 list which shows the trips or getaways taken by 8 Alla, Valentin and Yana and what Alla and 9 Valentin paid for on those trips and getaways. 10 BY MR. KRYSIAK: Q. Yeah, that's fine. I understand. We -- and 11 145. 12 we have enough paperwork here... 13 A. Yeah. 14 Q. ... to go through. Okay. We were talking 146. 15 about the compensation that Yana expected to receive and 16 from what I understand it's -- it's paid trips, babysitting 17 her kids and ... 18 A. Entertaining her relatives. 19 147. Q. ... entertaining how? 20 Relatives, mother, brother. Α. 21 Q. Entertaining by doing what? 148. 22 A. Well, taking them on the same trips and, 23 well, they invited, actually her mother and brother for 24 once for party in our house, even without Yana -- Yana 25 wasn't there.

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		= = = = :				
1		A.	Yes.			
2	156.	Q.	Okay. The the first part there is talking			
3	about YMC agents making statements					
4		A.	Mm-hmm.			
5	157.	Q.	I assume one of those agents is Yana?			
6		A.	Yes.			
7	158.	Q.	And			
8		A.	Another Ruth Miller. Another one is Ruth			
9	Millar.					
10	159.	Q.	can you spell her name?			
11		A.	R-U-T-H.			
12	160.	Q.	And last name?			
13		A.	M-I double L-A-R.			
14	161.	Q.	Okay. Anybody else?			
15		A.	Not I'm aware of, but at least Ruth Millar			
16	was menti	oned	in one or two outgoing documents from YMCA			
17	and then	Yana	took it from Ruth completely.			
18	162.	Q.	Okay. Now in paragraph 24 it talks about the			
19	agents sa	ying	that you and your wife were physically and			
20	emotionally abusing the parents, now we've already					
21	discussed	som	e of that?			
22		A.	Yes.			
23	163.	Q.	Then it says, ***"Had stolen the parents			
24	money in	fron	t of the police." Can you tell me tell me			
25	about tha	t in	cident, is there is there a document that			
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1 mentions this incident?

2 A. I -- you mean police report?

3 164. Q. Something like that, yeah?

4 Α. Well there was one police report which actually was attached to Nikityuks brief and it was a 5 police report about their moving out. That moving out was 6 7 a special performance organized by Yana Skybin to -- well, humiliate us, basically, in front of our neighbours because 8 it's -- well, it's new neighbourhood we have a house in. 9 10 And neighbours pay special attention to what is going on. And what happened is that on October 24th, or about that, 11 12 it was Monday when I was at work, Nikityuks came to our house with the police car and truck and several civilian 13 14 witnesses which were all gathered by Yana Skybin, and one of them admitted that during that time. And basically 15 Nikityuks just loaded all their stuff into truck and went 16 17 away. But what was the police car for, I don't know, but we have a police report about that -- Nikityuks actually 18 19 have that police report, that -- well, okay, nothing 20 happened and blah blah blah.

21 165. Q. Okay. And what about this one here, though,
22 the parents -- that the YMC agent stating that...

23

A. Yeah, because...

24 166. Q. ...you stole the parent -- you stole the 25 parent's money from the police, do we have something -- do

25

168.

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1 we have a report about that?

2 A. ...we have that in writing and -- well, you can go let's say here. One second. There are actually a 3 4 lot of letters mentioned in Yana's log and later we found those letters in affidavit of YMCA and in affidavit of 5 Nikityuks collected them all together. Basically there is б 7 this support letter which Yana Skybin provided Nikityuks for social housing. That letter actually has the power of 8 9 affidavit because it goes into sealed envelop and it -- it 10 gets attached to the -- the application for social housing. 11 We didn't get that (inaudible) requested that, but we 12 didn't get it, but it must be there because Nikityuks don't 13 have any other proof of abuse as they call it, it must be a 14 separate letter from Yana Skybin. And in that letter she specifically says that there were physical attacks, 15 16 basically the same stuff as in her log, but much more 17 twisted to make it looking like more horrible. And there is other stuff that, well, Nikityuks sent money to -- to 18 19 Danilovs to Canada and didn't pay them support and, 20 basically, those money were stolen, so. 21 167. Q. Okay. Now are you saying you don't have that 22 letter? 23 A. No, I have it I just need some time to find 24 it.

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Q. Can you find it for me?

April 9, 2014 40 Pavel Danilov _____ _____ 1 A. Yeah, sure. 2 169. Q. Thanks. Yes, it's Volume 6, Tab 13 3 Α. MR. BORNMAN: It's the red one. 4 5 MS. CASCAGNETTE: The one on the top. BY <u>MR</u>. б 7 170. Q. Okay. 8 A. It's letter of December 20th. I don't know where else it went out because it says, ***"To whom it may 9 10 concern", we actually would like to get the list of organization where that letter was sent to, but we know for 11 12 sure that that letter was sent to Ontario Works as a support letter for Nikityuk's application for welfare and 13 that letter must be -- been used as support letter for 14 15 social housing, at least. And I think the same letter went 16 actually to Immigration Canada maybe very close to that. 17 And it's not like she is translating here. She signs it,

18 ***"Yana Skybin, Settlement Counsellor" and there is YMCA's
19 cover here like at the bottom, ***"YMCA Simcoe Muskoka",

20 it's YMCA's logo.

21 171. Q. Okay. And you are saying is this letter22 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,

4 ***"I informed Alla and Valentin that this was a
5 case of abuse and they gave them printouts about
6 elderly abuse translated into Russian with Google
7 translate. "

8 Google translate, we have our opinion about that too. ***"I also told them that deny", blah blah blah --9 10 whatever. Basically, what's important here that she gave 11 Nikityuks that printout with the book and later Nikityuks 12 use pretty much every item from that book for abuse 13 allegations. Like Valentin Nikityuk, for example, in his 14 affidavit for -- for some motion she basically lists like every item from that book exactly like it was there, except 15 sexual abuse because probably of their age. All kinds of 16 abuse there were -- there were -- so basically she -- she 17 mentor mentors them how to do that. 18

19 172. Q. Okay. And that's fine, I understand. And 20 this letter is one of -- one of the pieces of evidence of 21 the YMCA agents making false statements about yourselves to 22 third parties?

- 23 A. Yes.
- 24 173. Q. Right. Okay.
- 25 A. Yes.

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1 174. Q. Okay. I'd like to go to paragraph 27 of the 2 statement of claim...

3 A. Mm-hmm.

4 175. Q. ... can you review that?

5 A. Mm-hmm. Yes.

6 176. Q. Now in this paragraph you list various things that you say are defamatory about you. We don't have to go 7 through the entire list one by one, but is the letter we 8 9 discussed a moment ago part of this part of this list? 10 A. Yes. If we can say that it's part, but 11 basically that letter is the least of these things. 12 Q. Okay. And now besides this letter there are 177.

13 other letters between YMCA and third parties...

14 A. Mm-hmm.

15 178. Q. ...right?

16 A. Mm-hmm.

17 179. Q. We've produced them for you, you have your18 own copies of those letters...

19 A. Yes.

20 180. Q. ...right?

A. And most of them are listed in Volume 6.

22 181. Q. Okay.

A. Because we collected everything from bothaffidavits of YMCA and Nikityuks in Volume 6 for

25 convenience.

Pavel Danilov April 9, 2014 43 1 182. Q. Okay. That's great. Can we go through this 2 quick exercise... 3 A. Oh, sure. Q. ... of you pointing each document that fits 4 183. 5 the description of this defamatory statements in Volume 6? 6 A. Okay. Let -- at the Tab 3, Yana Skybin to 7 Anthony Cuthbert, who is the lawyer. 184. Q. Yeah. 8 9 A. ***"I have a case of elderly abuse. It's a 10 couple. They were sponsored by" ... 11 185. Q. Okay. Yeah. We -- you don't have to read the whole thing, but you're saying that there is statements 12 in here that are defamatory? 13 14 A. ...yes. 15 MR. BORNMAN: Is there both a tab number on that? 16 WITNESS: Tab 3. 17 MR. KRYSIAK: Tab 3. Okay, I'm... 18 WITNESS: And there are several letters in Tab 3. 19 BY MR. KRYSIAK: 186. Q. ...okay, well we can -- we can -- I want to 20 21 make a note of all of them... 22 A. Mm-hmm. Q. ...for myself. We can go one by one here, we 23 187. 24 don't have to read them all ... 25 A. Mm-hmm.

Pavel Danilov April 9, 2014 44 _____ 0. ... as long as you recognize them and confirm 1 188. that they're an example of the defamatory statements? 2 A. You have numbers all I... 3 189. 4 Q. Yeah. A. ... those are my numbers so, letter number one 5 6 -- email number one ... 7 Q. Okay. That's fine. 190. A. ... is different matter. Yes, letter number 8 9 six I would suggest that is also a different matter because it involves one more ... 10 11 191. Q. Can you give me a tab? 12 Α. ... it is the same tab. 192. 13 Ο. Okay. Number three with the number six. 14 Α. 15 193. Okay. Q. Because it involves one more -- even two 16 Α. 17 organizations into this defamation, it's Equifax and 18 Transunion. Q. Number six, you say? 19 194. 20 Α. Number six, yes. 21 195. Q. And this is from Anthony Cuthbert to Yana 22 Skybin? 23 A. Yeah, you see, it's actually conversation and 24 what I'm saying here that we -- we can figure two more 25 organizations here which were involved in all these SIMCOE COURT REPORTING (BARRIE) INC.

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Pavel Danilov April 9, 2014 45 1 defamation. It's Equifax and Transunion because they had 2 to provide some kind of letter. I suppose it was that support letter, or something like that ... 3 4 196. Q. Okay. A. ...to get that information. 5 197. Q. Yeah. б A. Ah, on the same Tab 3, number 11. By the 7 way, here this is -- they they reply, actually, from 8 Anthony Cuthbert -- Cuthbert to Yana Skybin where he warns 9 10 her, ***"Please note that I would caution Mr. and Mrs. 11 12 Nikityuks about making any verbal charges that could be interpreted as slanderous". 13 14 But she didn't care about that, she continued to do all 15 this stuff. Neither did Nikityuk. Q. He's cautioning Alla and Valentin here, 16 198. 17 right? A. Yeah, actually, the letter address to Yana 18 19 Skybin. Q. It says, ***"I would caution Mr. and Mrs. 20 199. 21 Nikityuk about making any verbal charges that could be 22 interpreted" ... 23 A. Yes. 24 200. Q. ...***"interpreted as slanderous." 25 A. Exactly...

Pavel Danilov April 9, 2014 46 1 201. Q. He's... 2 Α. ... but the letter is addressed to Yana 3 Skybin. 4 202. Q. ...okay, but ... 5 Α. So she was aware of that. 6 203. Q. ...no, no, I know, but you can't say he's 7 cautioning Yana, he's clearly cautioning the Nikityuks. 8 A. Okay. 9 204. Q. Okay. 10 It just an interesting statement which may be Α. 11 relevant. The point is that she knew about this warning 12 and she didn't cut the losses, you know, she didn't tell anything Nikityuks that they must stop. And that was her 13 14 duty, actually, as a counsellor. Q. Okay. Next... 15 205. 16 Α. Okay. 17 206. Q. ...next document? Α. I'm going through. 18 19 207. Ο. That's fine. 20 Α. Okay. Tab number six and email number six. It's Yana's email and she says here that she just spoke 21 with Ernst Ashurov. And Ernst Ashurov is a criminal 22 23 lawyer. 24 208. Q. Okay. 25 A. And we can figure here what she was speaking SIMCOE COURT REPORTING (BARRIE) INC.

April 9, 2014 47 Pavel Danilov _____:_:____ 1 about as I'm sure. And in the same tab email number eight 2 at the at the back page -- eight the back. 3 209. O. Yeah. 4 A. ***"I left you a voice mail. I called a 5 couple of lawyers in Toronto. " So two more lawyers in 6 Toronto she called with the same stuff. By the way, Tab 7 is that police report I was referring to before when 7 8 Nikityuks moved out and that was a big performance before 9 our neighbours. 10 210. Q. Okay. And in this police report, is there 11 anything here you want to point out to me that's a breach 12 of any YMCA policy or duty? 13 A. Ah, not this specific report, but the fact 14 the report is about. She organized all this police stuff, 15 basically . . . 16 211. Q. She -- who's she? 17 A. ...she, Yana Skybin. 18 212. Q. Okay. She arranged this Nikityuks moving out and we 19 Α. 20 have witnesses of that. And basically that moving out it 21 was just an act of humiliation because some our neighbours 22 still avoiding us. Probably thinking that we are some kind 23 ex-cons living there because police car was staying by our house for a few hours. 24 25 213. Q. So are you saying that the move out was done

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1 with the intention to harm you? 2 A. Yes. They could move out easily. Nobody resisted them. They could pick up whatever they wanted, 3 4 they could do whatever they wanted, but they -- by some reason they decided to do that with the police. What was 5 the police for, that's my question. The -- the only answer б 7 for that, keeping in mind that all -- all abuse accusations are false, the only reason for that was to humiliate us. 8 9 214. Q. Before this move out of October 24th, was there any discussions between yourself and Alla and 10 Valentin about ... 11 12 A. No. 13 215. Q. ...moving out? 14 Α. They -- they left the house on October 17th and returned back for moving out on October 24th. There 15 were no in contacts. 16 17 216. Q. Do you know where they were during that week, 18 approximately? 19 A. Ah, now we know. At that point we didn't 20 know. Q. Did you try to contact them during that week? 21 217. A. We tried to do that by all means we were 22 23 searching them as missing persons through the police. We were contact -- contacting all their friends. We were 24 worried about them because they left like at 9 - 9:00 p.m. 25

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1	all of a	sudde	en, with couple of shopping bags. And well	Ĺ
2	they didn	't re	eturn back at that specific day and next day	
3	we started	d to	call everyone on the list we thought they	
4	might knew	w. 2	And well at that point no one actually knew	
5	where the	y we	re going.	
6	218.	Q.	Okay.	
7		Α.	So the day after that we filed the missing	
8	persons report.			
9	219.	Q .	Okay. When you were calling people asking	
10	for their	whe	reabouts, did you call Yana?	
11		A.	Yes, of course.	
12	220.	Q.	And what what was the conversation?	
13		A.	It's in the log, actually, under Tab 1.	
14	221.	Q.	Okay.	
15		A.	There there was a call from Svetlana and	
16	she didn'	t pi	ck up, that's what she said in the	
17	222.	Q.	Okay. So you didn't speak to her to Yana,	,
18	over that	wee	ς?	
19		A.	No.	
20	223.	Q.	No, okay. And what happen	
21		Α.	I I didn't speak to Yana like ever, my	
22	wife did.			
23	224.	Q.	Never, okay. What happened on October 17th	
24	leading u	p to	their their move out?	
25		A.	On October 17th when Nikityuks left the	
		====:		=

1 house.

2 225. Q. Yeah?

3 A. Pretty much nothing. What happened before, 4 Nikityuks, by some reason and with help of Yana as we figured later, closed joint account on Scotiabank and 5 6 didn't notify us about that and I used that Scotiabank 7 account for transit payments for mortgage, actually. And 8 that was joint account for four of us, myself, my wife and 9 both Nikityuks. And Nikityuks closed it and didn't tell us 10 anything about that. It happened, as we know now, on October the 8th, 2011. In the beginning of October I 11 12 figured that I don't see that account on my on-line web 13 page and I cannot transfer money to or from it and I called 14 the bank several times and I was arguing with the banks, 15 'Like why you close my account, like, what the hell's going 16 on' nobody could tell me what exactly was going on. 17 Nikityuks were sitting in -- in the corner giggling, you know laughing, and I couldn't figure out what -- what the 18 19 hell's going on. And a few days later we called again and 20 again and the account wasn't still working and finally on 21 October 17th Svetlana went to the branch and spoke to the 22 branch manager. And the branch manager told that Nikityuks 23 close the account on October the 5th. And Svetlana told me 24 about that and I asked Valentin, 'Why -- why you closed the 25 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 I tried to figure out the reason why, actually, they closed 2 that account and also I -- I don't -- I didn't understand 3 what -- what was going on. And then all of a sudden they 4 are -- well, it was in the middle of the day and then at 5 9:00 a.m. well, we see them at the exit, like... б 7 226. 0. 9:00 a.m. or p.m.?

8 A. ...p.m, I'm sorry. And, ah, basically that 9 it's it. And Valentin was going to go by car. We leased 10 for him, but at that point we figure out that they are leaving because they were speaking about social housing and 11 12 how Yana knows how to do that and all this stuff like 13 months before. And we figure that they is leaving because they were with shopping bags and bag;. And they took the 14 garage opening button from the shelf, which is normally 15 16 attached over there, and said 'Valentin that you cannot go 17 by my car. Please leave my car. Give me the keys.' And, 18 well, basically the reason for that is that Valentin 19 Nikityuk didn't have insurance, actually, because our 20 insurance policy was only for people living at the same 21 address. And I was talking to him about that before and 22 like a few days before. Maybe it's -- it was even on 23 October 17th, I don't recall exactly. That if you want to 24 live at a separate address, please go to Mr. 25 Tatrof(phonetic) who is well known insurance broker and ask

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_____: how much **will** be separate car insurance for you. 227. Ο. Mm-hmm. I knew that it would be like \$300 or Α. 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... Q. Yeah. 228. ...and he was like, 'I just press a button Α. 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.

21 It's their car, give them back the keys. Let's go.' He 22 gave me back the keys from the car. Dropped my cell phone 23 -- well, his cell phone I was paying for before my legs 24 like of the floor and they left.

25 229. Q. And that's it?

Pavel Danilov April 9, 2014 53 - -----That's it. That's what happened. 1 Α. 2 2 3j . Q. Oka'. Okay. We're still at Volume 6 goiilg 3 through . . . 4 A. Oh, yeah. 0. ... the different -- the different documents. 5 231. 6 Let's go to the next one. 7 A. We are looking for different defamatory in 8 then next one? 9 232. Q. Yeah. A. Okay. Client report to Ontario Works, it's 10 actually Nikityuks document. It's tab number nine. 11 12 Q. Yeah. 233. 13 A. It's -- well it looks like Nikityuks actually 14 created them, but -- well they don't understand English and 15 actually it's all Yana's wording over the way like 100 16 percent sure about that. 234. Q. And how did you... 17 A. In -- interpreted and twisted. 18 Q. ...how -- how did you get a hold of this 19 235. 20 document? A. ... it was in one of the affidavits, or both, 21 in YMCA or Nikityuks or both. We just collected all this 22 23 stuff from everywhere. Q. Okay. And you're fairly certain that this is 24 236. 25 Yana's writing?

April 9, 2014 Pavel Danilov 54 _____ 1 A. Ah, well Nikityuks don't speak English. She 2 was at least translating -- at least. 3 237. O. Mm-hmm? A. But -- well, we know how she translates, so 4 5 there are other evidences for all of that how she translates, so. Our opinion is that -- well, it's actually 6 7 Yana who created that document. Nikityuks just signed it. 238. Q. Okay. Okay. 8 9 Okay. Another tab is 10. It's Yana Skybin Α. 10 email to Ulana Domazar. Basically, yeah, this is email which says that we stole everything from Nikityuks. 11 12 239. Q. Okay. A. Okay. This is Nikityuks. Okay, tab number 13 It's from Yana Skybin to Sasha Green, one more 14 12. 15 lawyer... 16 240. Q. Mm-hmm. A. ... I think it's like fifth or sixth 17 18 (inaudible) story. So basically it says that we somehow 19 misappropriated Alla's pension. 20 0. Can you point me which line? 241. A. ***"When the time came", the second line, 21 22 ***"We confirm with the Russian Pension Board 23 they received the info through the fax. It went 24 to her daughter's account and it used to while 25 they were living with them".

Pavel Danilov April 9, 2014 55 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 their pension. 4 5 242. Q. And that's the... 6 And -- and says... Α. 7 243. Q...that's the defamation? 8 A. ... yes, of course. 9 ***"The daughter has her pension and Alla has no 10 contact with her daughter, we need you to request 11 that the daughter send the pension through your office. " 12 13 Well, it's all completely twisted because Nikityuks always were in full control of their pension and, basically, here 14 15 they just imply that they didn't have access and we -- and we hold that access from them and, whatever, which is not 16 17 true. 18 244. Q. Okay. And now did - - what happened with this -- with this letter, did you or your wife eventually get a 19 letter from this lawyer? 20 21 A. Yes. 22 245. Q. Okay. And ... 23 Α. We got a letter from our -- what was her 24 name, Green and Green -- we -- we actually have it 25 somewhere.

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

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1 A. And that pension was our transfer to the same account as it was transferred before. It's the same 2 account which was opened for Nikityuks in 2005 and they 3 4 used it to withdraw funds from this account even being in Russia with debit card and then later that account was used 5 for their support payments all the time and pension was 6 7 deposited to the same account and they always knew that it was deposited to the same account. And why they didn't 8 transfer from this account to the new account, we don't 9 10 know, but of course Yana knew all this stuff because -11 well, she's settlement counsellor and before that she even 12 asked Svetlana how to deal with Russian pension, we have 13 mail about that. And -- well, she knew how to deal with 14 Russian pension, but. 15 Q. Okay. Did this problem get resolved? 251. Yes, eventually, sure. Nikityuks transferred 16 Α. Alla's pension to the new account too, eventually. 17 Okay. All right. Let's continue. 18 252. Ο. 19 Okay. That's one we know all ready, it's Α. support letter, Tab 13. 20 21 253. Q. Yeah. 22 To whom it may concern. Okay. Tab number Α. It's a communication between Yana -- Yana and Joanna 23 14. 24 Kozakiewicz, who is a lawyer too. Here she says that, 25 ***"They have been advised that considering there

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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".

5 Important part here is that there is no income coming from 6 any other source. And there was income coming from us, 7 actually. We never stopped supporting them and it's like 8 the whole point of this story that we didn't support them, 9 but we always did. Of course we have proof of that. 10 254. Q. Okay.

11 A. And, well yeah, okay, maybe it's not that 12 relevant here. Okay. Um, Tab 14, it's the next document 13 which I suppose is taken from affidavit of Alla and 14 Valentin Nikityuks. It's a document again signed by Alla 15 and Valentin Nikityuk.

16 255. 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.

21 256. Q. That's your belief, ris:rht?

A. Yeah.

23 257. 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 communicating with immigration and that Rosemarie 4 (inaudible) supposed to be someone from immigration. And 5 what is that re-evaluation of sponsorship agreement mean. 6 I actually don't know, there is no such operation as re-7 evaluation of sponsorship agreement, but -- well, basically 8 9 it's just intrusion on the contract relationships because sponsorship agreement it's between my wife, myself, 10 11 Nikityuks and the Government of Canada. What -- what to do here with Yana Skybin. 12 13 258. Q. Well maybe tomorrow your lawyer can ask Yana 14 about this point. That would make sense, right? 15 A. Yes. 16 259. Ο. Okay. But this message implies that there was also 17 Α. 18 some communication around this message. Q. Okay. Okay. 19 260. 20 A. Before or after. And another re-evaluating message the next tab. Tab number 16 communication between 21 Yana and Ulana Domazar. 22 *** "They, Nikityuks, called Pratt Homes and 23 24 discovered that the home was originally purchased 25 and listed in Pavel's name. There must have been

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	a lot of explanations given to the elderly couple
2	in the past without actual grounds. They were
3	told the money they transferred",
4	basically this email says that we stole the house from
5	Nikityuks somehow. We need to explain to Nikityuks why the
6	house is on my name actually my name and Svetlana's
7	name, but it always was in my name and Svetlana's name. It
8	was purchased in 2007 where Nikityuks were in Russia. They
9	immigrated in 2008.
10	261. Q. Okay. Next?
11	A. Another communication Tab 17 another
12	communication between Yana and Joanna Kozakiewicz there
13	were see there is a whole bunch of documents listed
14	here. I didn't attach them here because they well, it's
15	like a very thick
16	262. Q. Yeah.
17	Apiece of paperwork, but all those
18	documents in one form or another they are presented in
19	different briefs so we can actually find all of them. But
20	see what's happening here, she is trying to engage Joanna
21	Kozakiewicz allure some how with all this fabricated stuff
22	letter when Valentin was opened his access card which
23	completely false, new power of attorney, it's all done
24	before and basically, well
25	263. Q. Are you saying that all those documents paint
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Pavel Danilov April 9, 2014 61 ______ 1 you in a bad light -- make you look bad, all these documents and that's why this letter is defamatory? 2 3 A. Not all of them, but some of them for sure 4 like.... 5 264. Q. I -- I simply want to know which part of that letter is the defamation? 6 7 The fact itself is defamation because the Α. purpose of this thing was actually to engage a lawyer into 8 this case which actually based on false accusations and 9 10 okay, they managed to collect some statements and stuff which basically don't say anything, but it's -- like it 11 looks like a whole big case, you know, (inaudible). 12 265. Q. Okay. 13 A. But the case itself is fabricated, that's 14 15 (inaudible). 16 266. Q. Okay. Anything else in there? 17 A. There is the following up conversations with Joanna Kozakiewicz and Yana and -- yeah, okay, probably we 18 go -- okay, tab number 18. 19 20 267. Q. Yes. 21 A. It's between Yana Skybin and Cresteena Fernandes, who actually was retained at some point. 22 23 268. Q. For what purpose? 24 A. The purpose is right here. They tried to 25 negotiate with us support amount and came up with this

Pavel Danilov April 9, 2014 62 _____ ______ 1 ridiculous numbers like 3,000 per month and they need two bedroom apartment and they need -- well, all kinds of 2 3 it's all drafted by Yana because see it's a draft... 4 269. Q. Yeah. 5 A. ... from Yana to Cresteena... 6 270. Q. Yeah. 7 ... on behalf of Nikityuks, or whatever. And Α. see like stuff like paragraph two for example, ***"Pavel 8 9 and Svetlana already found out where they live. They 10 harassed everyone and somehow found out. " See, everyone is a lot of people. And we actually need to figure out who 11 12 that everyone is, and we will be asking actually what -how we harassed those everyone and ... 13 14 271. Q. That's a good question. Now are you saying 15 you were negotiating with Cresteena Fernandes about support 16 payments? 17 ...yes. Α. 18 272. Q. Okay. 19 Α. And at that point we retained a lawyer, 20 actually, and our lawyer was initiating this Cresteena 21 Fernandes. 22 273. Q. Okay. 23 Α. It was different lawyer it was, you know, 24 same lawyers. 25 274. Q. Okay. And was there ever an agreement SIMCOE COURT REPORTING (BARRIE) INC. 134 Collier Street, Barrie, Ontario L4M 1H4

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Pavel Danilov April 9, 2014 63 1 reached about... 2 A. No. 3 275. Q. ... support payments? Negotiations broke down? 4 5 A. Yes. Q_{\cdot} Okay. Okay. What's next? б 276. 7 A. Ah, yeah, one document I would like to point 8 your attention to, this is tab number 20, I was referring 9 to it before. This is the application of Nikityuks to 10 Ontario Works and see at the bottom next of kin, Yana 11 Skybin. Q. Yeah, I see it. 12 277. 13 A. Tab number 22 it's a letter from Alla and 14 Valentin Nikityuk to Sheila of social housing, Ontario Works, but this letter again is drafted by Yana Skybin. 15 278. Q. Okay. 16 A. And you -- you even can see that because it's 17 18 the same formed as Yana uses in all her letters. 19 279. Q. Okay. 20 Α. It looks like Nikityuks sign it, but actually it's it's Yana who did that. 21 Q. Okay. And can you point me the -- the 22 280. 23 defamation in there? 24 A. Yeah. No, it's -- it's not this letter about 25 defamation, let me take a look maybe it's next one. I know

Pavel Danilov April 9, 2014 ______ 1 that there was something to social housing with defamation, 2 but it may be different letter. Yeah, okay, please ignore this 22 tab. 3 281. 4 Q. Okay. 5 A. I -- I probably was thinking about something 6 else. Q. That's fine. 7 282. A. Yeah, I think that's it, actually. I know 8 9 that there were a lot of other correspondence in all those 10 -- take a few minutes, but we basically selected the most important letters here, but there were much more of them. 11 12 283. Q. Okay. Okay. That's fine. 13 MR. KRYSIAK: How are we doing for time? 14 COURT REPORTER: It is 12:05. MR. KRYSIAK: I'm almost done -- we can go. 15 BY MR. 16 17 284. Q. Okay. Can we go to paragraph 29, please? Read that to yourself. 18 19 A. Yes. 20 285. Q. Okay. My question is about the conspiracy 21 allegation that's in the third last line... 22 A. Mm-hmm. Q. ... saying that Alla and Valentin conspired 23 286. 24 with Ms. Skybin, YMCA to cause plaintiffs harm? 25 A. Mm-hmm.

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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...

10 288. Q. Okay.

11 A. ...for them.

12 289. Q. Okay.

13 Α. And during all this process we actually can see that she helped them to fabricate the evidences of 14 She wrote that support letter for them, which was 15 abuse. 16 completely fabricated because Nikityuks couldn't collect 17 any other evidences despite that they were instructed to. And, ah, basically if it wasn't for Yana Skybin it wouldn't 18 19 go anywhere because . . .

20 290. Q. Okay. So you're saying that the evidence of 21 the conspiracy is the documents that we've -- we've gone 22 over this morning which -- which show, in your opinion, 23 Yana fabricating evidence..

24 A. ...yes.

25 291. Q. ...for her own purposes?

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1 A. Yes. Q. Evidence that makes you look bad? 2 292. 3 Α. Yes. Q. Okay. And besides that, besides the 4 293. 5 documents that we went over this morning, there's nothing 6 else in your production that I haven't seen yet that shows 7 conspiracy? 8 In my production probably no, but there is a Α. lot of stuff which is not taken from other affidavits to 9 10 our Volume 6 which can be went through and can be used as evidence of that. 11 12 294. Q. Okay. There are other emails, there are letters 13 Α. 14 which basically repeat the same fabricated events or --15 well, what they call facts, whatever . . . 295. Q. Mm-hmm. 16 17 Α. ...we can put it -- I don't know, in all 18 possible variations and to different organizations, to different third parties. 19 20 296. Q. Yeah. 21 But pretty much it is all the same. Α. 22 297. Q. I -- I see what you're saying, but I'm -- I want something else if you -- if there was something else 23 24 I'm very interested in seeing it. Not a recounting of the story of Alla and Valentin to third party organizations, I 25

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	don't want	t that. I want s	some other documents th	at show
2	conspiracy	y between Alla, N	Valentin and YMCA and Y	ana. Now
3	you don't	have to look for	them right now, but I	'd like you
4	to review	all the document	s you have	
5		A. Mm-hmm.		
6	298.	Qas well	as review the YMCA docu	ments which
7	we provide	ed to your lawyer		
8		A. Mm-hmm.		
9	299.	Qand if y	ou can point to anythin	g else
10	besides w	hat we already di	scussed today	
11		A. Mm-hmm.		
12	300.	Qto show	conspiracy?	
13		A. But I don't	have to do it right no	w.
14		MR. TIMOKHOV:	I object to that undert	aking. You
15		have the documer	nts, you can question c	on any
16		particular docum	ments. You had an oppo	rtunity to
17		review it, we w	ill not produce this un	dertaking.
18		MR. KRYSIAK: My	y well what I'm aski	ng is
19		evidence of con	spiracy.	
20		MR. TIMOKHOV:	You have it in producti	on, you can
21		review it and q	uestion my client right	now. You
22		had an opportun	ity to refer to it. We	are not
23		making this unde	ertaking, if you are lo	oking at
24		for it.		
25		MR. KRYSIAK: I	know what's in my book	, that's

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	Paver Daniiov April 9, 2014 00
1	not what
2	MR. TIMOKHOV: You can question him on
3	MR. KRYSIAK:what I'm asking.
4	REFUSAL NO. 1: To review all documents and
5	produce the documents which show conspiracy
6	between Alla, Valentin and YMCA and Yana Skybin.
7	BY MR.
8	301. Q. So my okay, then my question is, can you
9	point to other documents showing conspiracy right now?
10	A. There is a document which we requested to
11	produce, which is a very important document, but it's not
12	produced here. Ah, see there is the application - the
13	initial application for Nikityuks for social housing. And
14	there are three attachments to that application, which
15	supposed to go into the sealed envelop. And they were not
16	produced, but all the check boxes are checked in the
17	applications.
18	302. Q. Mm-hmm.
19	A. And we know that those documents are there.
20	And one of them is, we guess, is the supporting letter.
21	303. Q. Yeah, but that see, that's not the
22	that's not the answer to the question that I asked. I
23	asked for more documents of conspir showing conspiracy.
24	A. The the support letter is the conspiracy
25	because well, I explain it. Can we look at one

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April 9, 2014 69 Pavel Danilov 1 document, please. Yeah, okay, I didn't see that, so far. 2 MR. BORNMAN: This -- well this is in your 3 these are -- you should have in Volume 5 with the 4 document brief. 5 WITNESS: Might be something different. б BY MR. 7 304. Q. Maybe you guys need to review your documents rather than us reviewing ours? 8 A. No, no, well I wanted to point you to one 9 10 simple fact, if you don't mind. 11 MR. TIMOKHOV: You have our production, you can 12 question him on production. You don't have him 13 to volunteer, you know. He produced what is in the best of his memory. You have our documents 14 15 to review the rest of the documents and question him on particular documents. That is the purpose 16 of discovery. That is like what lawyer supposed 17 18 to do. MR. BORNMAN: He's entitled to know what 19 20 documents his case is resting on. 21 MR. TIMOKHOV: Exactly. You have all production 22 in your possession. You can question him on. 23 MR. KRYSIAK: That's right. 24 BY MR. 25 305. Q. And my question was, to show me documents SIMCOE COURT REPORTING (BARRIE) INC.

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April 9, 2014 70 Pavel Danilov 1 showing conspiracy between Alla and Valentin and the YMCA. 2 Α. Sometimes missing documents show the 3 conspiracy. 4 MR. TIMOKHOV: My client produced to you his all 5 documents that he remembers now and he said there 6 -- maybe there are other documents that he doesn't remember now, but it's in the other 7 8 production (inaudible), that's what he said, what 9 else do you want to know. 10 MR. KRYSIAK: Okay. So there are no other 11 documents? 12 MR. TIMOKHOV: No. He said there are other 13 documents in the other volumes. He just said it 14 right now, like two minutes ago. That's what 15 was his answer. What else can you just ask him 16 for. BY <u>MR</u>. 17 18 306. Q. Are you saying that there are documents showing conspiracy in the other volumes, but you can't 19 20 point to them? MR. TIMOKHOV: I'm saying that he -- he indicated 21 22 all documents that he comes to his mind right 23 now, but potentially there are other documents 24 that were produced to you and the lawyer for 25 Nikityuks, that's what he said. And you can

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1 question him on these documents right now. It's 2 -- it's your 3 MR. KRYSIAK: Yeah, but I'm trying to save all of 4 us a lot of time rather than going by every tab 5 of 300 some tabs. I'm simply asking whether 6 there is a specific document that you have in 7 mind that shows conspiracy. 8 MR. BORNMAN: If your client... 9 MR. TIMOKHOV: You have his answer. If he 10 remembers any other documents he has, but 11 otherwise his answer was that there is potentially other ... 12 WITNESS: I actually have ... 13 MR. TIMOKHOV: ...document he doesn't remember 14 15 right now. 16 WITNESS: ...at least one document more I would 17 like to point out. 18 BY MR. Q. Okay, then... 19 307. 20 MR. TIMOKHOV: All right. 21 BY MR. 22 Q. ...point it out, please? 308. 23 A. Well could you please open Volume 6 Tab 2. 24 This is the escape plan created for Nikityuks by Yana 25 Skybin, it's -- I suppose it's her handwriting. And in

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1 this plan actually there are a few things Nikityuks were 2 supposed to do when they were going to leave the house 3 safely. And, well, one of them for example is number 13. 4 *** "Record threats on a dictaphone and keep diary of 5 encounters." They were specifically instructed to do that, like when someone yells at them or whatever that means, I 6 don't know. They don't have those records, despite of they 7 8 specifically instructed to make them. That's one thing. Another thing is that -- well, when you apply for social 9 10 housing on special priority, there $--\cdot$ there is a reason for 11 that, such as of abuse. And in this case you must provide 12 evidence of abuse. Evidence of abuse it's either police 13 report, which Nikityuks don't have. It might be medical report, which Nikityuks don't have, but they could have if 14 15 there was something to put into that report because as you 16 recall, they were going to their family physician in August 17 2011, 22nd. And they don't have that either. So they don't have anything to support their abuse accusations and 18 they cannot have because there were no any abuse. And when 19 20 they came to Yana finally with empty hands, despite they were instructed to provide all those evidences in 90 days 21 after application to social housing, they didn't have 22 anything and Yana, actually, had no any other choice than 23 24 to fabricate them that support letter which is another 25 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.

9 309. Q. Okay. And you pointed me to a document at 10 Tab 2, point 13, can you specify which part of that is the 11 conspiracy?

12 Conspiracy is not part of this document. Α. 13 ο. But that's what I was asking you for? 310. 14 Α. Yeah, but this are document and missing 15 evidences they say that there was a conspiracy because Nikityuks were specifically instructed by Yana to provided 16 17 evidences, but they could not. And then they came to Yana again without any evidences and she fabricated the evidence 18 19 for them. And this document actually the part which 20 points to that it's -- it's paragraph 13 which says, 21 *** "Record threats on a dictaphone and keep diary of 22 encounters ", but they don't have anything like that. And 23 there were any -- there were other documents like this. 24 Q. But how does that evidence of conspiracy? 311. 25 Α. Because she provided them with fabricated

April 9, 2014 74 Pavel Danilov _____ evidence when they didn't have any real evidence. 1 2 312 Q. And where -- where are the records of that fabricated evidence? 3 A. It's -- it's her support letter the 4 Nikityuks. It's -- I believe it's number 13. Yes, to whom 5 it may concern December 20. 6 Q. Oh, we're back to this? 7 313. 8 A. Yes. But see, you -- you see my point, 9 right. Because they were supposed to provide evidences, 10 but they didn't have any and Yana provided them with the 11 fabricated one. Q. Okay. At paragraph 29 you say that this 12 314. conspiracy caused you harm? 13 14 Α. Yes. 15 315. Ο. What harm did it cause you? One second. I have four copies of that. Α. 16 What is it? 17 316. Ο. This is the list of damages and costs. 18 Α. I -- has this been made an exhibit? 19 317. Q. 20 Α. As of today -- no, it's as of today. 21 318. Okay. Q. 22 MR. BORNMAN: Are you wanting to make this an 23 exhibit -- well I... 24 WITNESS: I have four copies. 25 MR. BORNMAN: ...it's not your examination, I

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guess we can it's up to
BY MR.
319. Q. Well 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. Mm-hmm.
321. Q. Yeah?
A. Mm-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 17th 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 1 2 register CPL motion against my house. Next section, 3 damages for defamation it's separate .. I claim here only 4 125,000, but -- well, in the claim -- in the actual claim 5 it's 200,000. It's damage to my reputation. Next section, 6 Honda Civic insurance, which I was paying for Nikityuks Honda Civic when Honda Civic was staying in the garage 7 because Nikityuks left the house and couldn't use this 8 9 that car anymore, but it was purchased basically for their 10 exclusive use. Honda Civic lease is the next section. 11 Then Honda Civic maintenance. Then all legal -- legal 12 fees. And different expenses like parking at the court, parking at the lawyer, every dollar is there. And 13 Nikityuks office expenses because I had to do a lot of 14 15 filing and other stupid stuff and spend my time with it. 16 Postal expenses because I have to send gazillion of letters 17 everywhere. Second, accommodation, it's what I am actually 18 paying for Nikityuk's subsidized apartment currently 19 because if they were still living in my house with us, as it was negotiated with them before, I wouldn't have to pay 20 21 those expenses. Overall, it comes to 275,000 as of today, 22 actually, one payment is missing here. It's my payment 23 my last payment to my lawyer. Do you have so it's 24 actually 286,000 as of today, because it's as of as of 25 yesterday. Everything is in balance statements, in

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Pavel Danilov April 9, 2014 1 documents. 2 323. 0. What's this tax return section? 3 A. Yes. I can explain that. When Nikityuks 4 were living with us in the house together I was paying them 5 income. Because well, it's -- it's easy, four people 6 live in the house with annual budget approximately \$8,000. 7 It's easy way to split the income. Basically, what I was 8 doing, I was paying them investment interest on those money 9 they send to us. Those money we -- for -- for tax purposes 10 we hold them a loan agreement and I was paying investment interest on that loan. Investment interest is tax 11 deductible for me. So when four people live in the house, 12 13 income is splitted and everyone of four has income 20,000 14 per year. Which puts everyone in the house in the lowest 15 tax bracket. When Nikityuks left the house I have to carry all my expenses myself so I am in the highest -- not in the 16 17 highest, but in the high tax bracket now. Basically I am paying 40 percent income tax. If I -- it was 20,000 it 18

19 would be zero. So that's the tax return loss.

20 324. Q. I noticed that on your table you included 21 your legal fees as ...

22 Α. Cost.

Q. ...here, yeah. The legal fees are something 23 325. 24 that's that's you set out separately in your statement 25 of claim?

April 9, 2014 78 Pavel Danilov 1 A. Yeah, it's separate. 2 326. Q. As you -- yeah, as you noticed, so when when I asked you for your total damages, I don't mean legal 3 4 fees because that's something that's assessed separately 5 from your... Α. I understand that, it just... 6 ...from your... 7 327. Ο. 8 ... it just the total printout. We can Α. subtract the legal fees and consider them separate. 9 10 328. Q. ...okay. Then... It just the -- the total printout -- total. 11 Α. 12 Q. 329. ...okay. 13 Α. That's what I have at this point. I can make two printouts with those and those separate. 14 O. I'm looking at paragraph one of the statement 15 330. of claim you were looking at. 16 17 Α. One second please. Yes. There's a list of a through f... 18 331. Ο. 19 Α. Mm-hmm. Q. ...each -- each listinJ a round figure of 20 332. 21 200,000... 22 Α. Mm-hmm. 0. ... for each of these. To me that list 23 333. amounts to approximately \$1.2 million, are you saying that 24 25 those numbers are no longer accurate and we're talking

Pavel Danilov

1 about 200 some thousand total based on the list you gave me 2 now?

No. The ones in the claim are correct. 3 Α. Τt just printout, there was one number which is not accurate 4 In -- in my printout, defamation loss is 125,000 5 there. and I explain where it comes from. There -- there was a б 7 very similar case and judge granted 125,000. So basically 8 that's the number from my account, that's it, but the claim 9 is the claim.

10 334. Q. Okay.

11 A. I'm claiming more.

12 335. Q. Well what I'm -- what I'm interested is 13 knowing is -- is knowing the difference between this 14 million dollars here and the two -- less than a million 15 that you've set out in your list today. I'd like you to 16 make that -- make up that shortfall for me. Where is that 17 coming from?

18 A. I'm not sure I understand your question,19 could you....

20 336. Q. There is 1.2 million listed in this claim? 21 A. Overall it -- it says 200,000 of the -- and 22 basically that list is it's just -- because I don't know 23 what part and how much is it for, like, so.

24 337. Q. Well this is -- we have to -- we have to get25 this down. We have to be a bit more concrete than -- than

Svetlana Danilova and Pavel Danilov April 9, 2014 80 listing round numbers at this point. There's 200,000 1 2 listed six times for six different heads of damages ... 3 A. Mm-hmm. 4 338. Q. ... are you saying that's accurate, this is 5 all accurate now. Your claim is actually 1.2 million 6 dollars? A. No, the claim is 200,000. 7 8 339. Q. Okay. It just -- I don't know how to distribute 9 Α. 10 that 200,000 between a, b, c and all this stuff. Q. Okay. That means it's not 200,000 each, it's 11 340. 200,000... 12 13 Α. Yes. 341. Q. ... proportionally divided? 14 15 Α. Yes. Yes, proportionally divided, yes. 16 342. Ο. Okay. It's -- it's a matter of draftsmanship of the claim? 17 18 Α. Yes. Q. Okay. I don't have any further questions. 19 343. 20 SVETLANA DANILOVA: DULY AFFIRMED 21 EXAMINATION BY MR. Q. Ms. Danilova, are you the Svetlana Danilova 22 344. referenced as the plaintiff in court file 12-0545-SR and ... 23 24 A. Yes, I am. 25 COURT REPORTER: Sorry, can I just stop you for a SIMCOE COURT REPORTING (BARRIE) INC.

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Svetlana Danilova and Pavel Danilov April 9, 2014 81 1 minute, I'm going to need to move that microphone 2 down because I'm not picking her up on this one 3 down here. Perfect. Thank you. Okay. Go 4 ahead. 5 BY MR. 6 345. Q. My questions are going to be for Pavel 7 Danilov however, Mr. Danilov, if you believe Ms. Danilova has better information than you on a specific point, will 8 you advise me of that? 9 10 MR. DANILOV: Yes, I will. 11 EXAMINATION OF PAVEL 12 BY MR. 13 346. Q. You admit that in 2008 Valla and Alentin Alla and Valentin Nikityuk transferred approximately 14 260,000 U.S. dollars to you? 15 A. Alla transferred \$260,000 to our joint 16 account with Svetlana, yes I admit it. 17 18 347. Q. And would you agree that you had an agreement with Valentin and Alla Nikityuk about that money? 19 20 A. Yes. Q. Can you please explain to me what that 21 348. 22 agreement was? 23 A. Yes, I can do that. And I'm going to refer 24 to the sponsorship agreement which ic in Volume 1, Tab 11. 25 349. Q. Of the...

1A. Of my -- or our document brief. Ah, this is

the sponsorship Agreement and you can see that there is my 2 signature on the right. That sponsorship agreement was 3 signed in October, 2004 when actually the decision that 4 5 Nikityuks immigrate to Canada has been made, in principal. And, basically, that signature is -- it cost something 6 because at that point in 2004 we were in -- well, tough 7 8 financial situation. I was working -- the only provider in 9 the family and my annual salary was approximately 40,000 10 per year and I couldn't afford to have two more adult dependents with me and, basically, that was my concern when 11 12 my wife, Svetlana, approached me with the possibility of 13 sponsoring her parents and I asked her how we going to fund 14 this stuff, where the money come from. And later it was 15 discussed with Alla Nikityuk that they will sell everything 16 the family has in Russia and bring all that money to 17 Canada. And when that agreement -- well, was reached in 18 principal, I put my signature onto this sponsorship 19 agreement. That was the initial agreement. And at that 20 point I actually didn't know how much family property is going to cost in Russia when it comes to the actual 21 22 is it to be like 40,000, 50,000, immigration. My 23 100,000, whatever. So it was just a guess that it might be 24 enough.

25 350. Q. The agreement in principal that you just

Svetlana Danilova and Pavel Danilov April 9, 2014 83 1 described, was it in writing or was it verbal? 2 A. It was verbal. 351. In your defence to counter claim, if you 3 Ο. could open it up, I want to direct you to page 22, 4 paragraph 20. 5 6 A. I am sorry. Same problem again, I don't have 7 readings with me. 8 MR. TIMOKHOV: (Inaudible) defence to counter 9 claim, what action? MR. BORNMAN: This is -- there's only one defence 10 to counter claim. 11 12 WITNESS: Defence to counter claim, it's -- it's reply and defence, right? 13 BY MR. 14 Q. There's a reply to the statement of defence 15 352. and there's a defence to counter claim. 16 17 A. Yes, okay, open it. Q. And on page 22 the paragraph 20... 18 353. 19 A. Mm-hmm. 20 354. Q. ... beginning at the second sentence ... 21 A. Mm-hmm. 22 355. Q. ...says, ***"There was another verbal offer which was 23 24 accepted by the plaintiffs defendants by counter 25 claim in 2004 when the sponsorship agreement was

	Svetlana I	Danilova and Pavel Danilov April 9, 2014 84
1		signed by both parties"
2		A. Yes, that what
3	356.	Q is that the
4		AI'm referring to.
5	357.	Qverbal agreement
6		A. Yes.
7	358.	Qthat you are referring to?
8		A. Yes. There is
9	359.	Q. You.
10		Ayeah, okay.
11	360.	Qsorry. You ask you further down it
12	says,	
13		***"Alla asked back in 2004 would it help if they
14		sell all their property in Russia and give all
15		money to the plaintiffs" ?
16		A. Yes.
17	361.	Q. ***"As this was a matter of life and death
18		back then. Plaintiffs promised to think about it
19		and after a few months of thinking about it to
20		agreed agree to provide lifetime support for
21		parents in exchange of, unknown at that point,
22		lump sum of proceedings from property sold in
23		Russia."
24		A. Exactly.
25	362.	Q. Is that accurate?

A. Yes.

1

2 363. Q. Were there any other terms to that verbal 3 agreement?

A. What time frame you are talking about? 5 364. Q. I'm talking about 2004. The agreement that 6 caused you to sign the sponsorship agreement?

7 There were no terms. It was basically mostly Α. verbal discussions about that and -- well, see, my wife she 8 loved her mother very much. And she was concerned about 9 10 her health and health of her stepfather and she always took good care of them. On the other hand, my parents they died 11 when I was very young. I basically was student at that 12 time and my dad, actually, dead of cancer. And I couldn't 13 14 do much about that because I was young, I didn't have 15 anything, I couldn't help them. And when my wife in 2004 16 approached me with this sponsoring her parents, I was like, 17 'Okay what like why not.' I couldn't do anything for my 18 parents . . .

19 365. 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. Mm-hmm.

24 367. Q. You've indicated that Alla promised a lump 25 sum payment of an amount at some later point, that amount

2 Russia, were there any other promises made that caused you
3 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.

11 368. Q. And did you discuss what would happen if they
12 weren't approved for sponsorship?

A. In this case they would stay in Russia.
A. In this case they would stay in Russia.
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. 8 370. Q. That's what I'm talking about.

19 Yeah, we we never counted that money. It Α. 20 was like -- well, what what important happened in 2004 21 was that there was -- well, extra expense we had to carry 22 at point. Expense which is related to immigration fees, to tickets back and forth, to -- well, it was something new. 23 24 And it was a lot of money. And that money was promised to 25 me to be paid back from the proceeding from Russian

Svetlana Danilova and Pavel Danilov April 9, 2014 87 1 property and it -- the total amount was -- wasn't known to 2 me at that point and nobody cared, actually, because it was said that, 'You can take that from that proceedings 3 whatever you want, we don't care, you just provide lifetime 4 5 support for us. Q. Okay. I'm still looking at Paragraph 20, б 371. 7 which is quite lengthy. I'm looking at the sentence at the top of page 24 that reads, 8 9 ***"Alla and Valentin also ask for some financial 10 help simply" -- "because simply could not afford expensive cancer treatment, immigration expenses, 11 12 document translations, air tickets and promised to pay all back" -- excuse me, "and promised to 13 pay back all those expenses from the property 14 15 proceedings. " That's what I just told, yes. 16 Α. 17 372. Q. Right. So my question to you is, what would happen if they were not accepted for immigration with 18 19 respect to the support payments? 20 Α. They would stay in Russia. They, well, it 21 was a matter of -- well, life and death for them actually 22 and, well, we would keep supporting them, but we had wills 23 in our favour signed by them in Russia -- back in Russia, 24 so when they passed out we could inherit everything 25 basically.

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.

9 374. Q. So your position, as I understand it, is that
10 if they had not been accepted, they would not have had to
11 sell their property to pay back the support payments
12 because you expected to receive it through the inheritance?
13 A. Yes. And we actually have those wills
14 signed, but they are not produced -- those old wills back
15 in Russia.

16 375. Q. Okay. Were there any other terms to the 17 verbal agreement in 2004 that caused you to serve the 18 sponsorship agreement?

19 A. I think that's it.

20 376. Q. Thank you. In the defence to the counter
21 claim page 61, paragraph -- subparagraph 60(c)...

A. Mm-hmm.

23 377. Q. ...it reads,

24 ***"During Alla and Valenti.n's visit in October 25 to November 2007 when it was made crystal clear

Svetlana Danilova and Pavel Danilov April 9, 2014 89 to the Nikityuks in their own language that, (1) 1 2 the plaintiffs cannot afford to send them support 3 on a monthly basis anymore,. (2) required 4 extensive medical treatment cannot be received by 5 Nikityuks in Russia because plaintiffs cannot afford ridiculously high hidden costs of 6 7 treatment without guaranteed results, (3) Nikityuks" -- "Plaintiffs won't pay for the 8 9 Nikityuk's life expenses from their own money, but as the sponsorship agreement of 10 years 10 commitment on plaintiffs, Nikityuks must provide 11 12 a collateral for all 10 years period of 13 sponsorship to guarantee that the plaintiffs won't be in any financial trouble caused by the 14 15 sponsorship, and (4) Nikityuks verbally confirm that they intended to sell all their property in 16 17 Russia to provide the guarantees of their 18 financial stability. They also confirmed their 19 intention to pay back the plaintiffs all before 20 Canada expenses as was discussed in 2004." 21 Am I to understand that these were additional oral agreements or an additional oral agreement that took place 22 23 in 2007?

A. I don't see anything additional here. Pretty much it's all the same terms. They were just reconfirmed

Svetlana Danilova and Pavel Danilov April 9, 2014 90 1 because close to 2007 my situation changed a lot because I 2 got a new job. I wasn't in that bad financial position anymore. Pretty much I had twice the income, but the 3 Nikityuks health was deteriorating and their medical 4 treatments were cost more and more and we couldn't afford 5 6 that. 7 378. Q. Were there any in 2007 were there any new 8 terms discussed, or reached, by oral agreement? 9 A. Not -- not of my recollection, no. Pretty 10 much all the same. Q. Who discussed the confirmation of these terms 11 379. 12 with the Nikityuks? Α. Svetlana with Alla. We never discussed 13 anything with Valentin. 14 15 EXAMINATION OF SVETLANA BY MR. BORNMAN: 16 17 380. Q. And this question is for Svetlana Danilova, do you remember the conversation where these terms were 18 reconfirmed? 19 A. It was conversation over the phone. I did 20 talk to my mom, I would say, almost every day. On everyday 21 22 basis. Whenever it was my way to walk, because I was 23 walking at that time, that time just to had ends meet in my family. And I had the conversation over the phone with my 24 mom, she shared everything with me. I had also the 25

Svetlana Danilova and Pavel Danilov April 9, 2014 91 conversation with her doctors over the phone through long 1 2 distance calls and during one of their conversation it was -- I would confer -- I will -- I am -- I confirm everything 3 4 previously said. 5 381. Q. Do you remember a specific telephone call or do you have a general recollection that you confirmed? б 7 Α. I would say general recollection. And why is that general recollection in 2007? 8 382. Ο. 9 I only -- I always had to go back to my Α. 10 husband because I could not -- I could not even receive the approval from Immigration Canada because I didn't have 11 12 proper income to support my mom and it was only my husband who -- whom I actually convinced to help me to save my 13 mom's life because it was a matter of life and death for my 14 15 mother and for her husband. And ... 16 MR. DANILOV: It was cancer, we know now. MS. DANILOVA: ...it was cancer treatment. 17 They 18 -- even if now Valentin says that it was not a 19 cancer treatment, but he mentioned their 20 institution where he received this -- the 21 treatment 22 BY MR. 23 Q. Okay. 383. 24 A. And that institution ' a... 25 384. Ο. Okay.

1 A. ...Government of Russia...

2 385. Q.I..

3 A. ...cancer research institute.

4 386. Q. ... I'm going to stop you there because I want to return to the question and perhaps it was my fault for 5 6 not stating the question more clearly, in your defence to counter claim, it states that *** "Du::-ing Alla and 7 Valentin's visit in October to November 2007 when it was 8 9 made crystal clear to the Nikityuks in their own language." And then the terms the reconfirmation of the terms, is 10 that true that there was a conversation that took place 11 12 when Alla and Valentin Nikityuk visited in 2007?

Ah, all the conversation was only with my 13 Α. We had never spoke with Valentin in this matter. It 14 mom. was always my mom who made those decjsion. And I talk to 15 16 her -- actually, all terms of that arreement were achieved 17 in 2004, because it was the period the period of time when I convinced my husband to become a co-signer of 18 19 sponsorship agreement.

20 387. Q. Okay. So there was nothing new discussed in 21 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

Svetlana Danilova and Pavel Danilov April 9, 2014 93 ______ 1 and Valentin -- excuse me, let me restate that. Do you 2 have a specific recollection of when and where you had a conversation with Alla here in Canada during 2007? 3 4 MR. DANILOV: It wasn't just one conversation. 5 MS. DANILOVA: Ah, we're talking about their new 6 life in Canada. That was we were talking at that 7 time. And actually financial aspect was already been decided. 8 9 BY MR. Q. So it wasn't one conversation, it was many 10 389. conversations over the course of the visit? 11 12 A. It was just family normal conversations. MR. DANILOV: it was the purpose of their visit 13 14 in 2007. MR. BORNMAN: Sorry. 15 MR. DANILOV: Okay. 16 17 MS. DANILOVA: It was ongoing conversation. We 18 discussed all aspects of their life here -- of their future life here. 19 MR. BORNMAN: Okay. 20 21 EXAMINATION OF PAVEL 22 BY MR. 23 Q. This question is for Mr. Danilov. The 390. agreement about the \$260,000, is that agreement still in 24 25 effect?

Svetlana Danilova and Pavel Danilov April 9, 2014 94 1 A. I suppose so. We never rejected supporting 2 them, actually. 391. Do you consider it to still be in effect? 3 Ο. 4 Α. Yes. 5 In 2004, did you discuss what would happen if 392. Ο. 6 the agreement ended? 7 A. Like how. 393. Q. Did you discuss with Alla and Valentin a 8 9 termination provision? 10 Α. There is no return point when they came to They might decide at some point that they don't 11 Canada. 12 In this case we have, you know, to resettle qo. 13 everything, but they decided to go. Once they decided to 14 go, agreement cannot be terminated otherwise they won't be 15 in Canada. It was their ticket to Canada. And let's say when Valentin says he has some conditions and requirements, 16 17 he wasn't in position to make any conditions or requirements. We didn't even negotiate anything with him. 18 19 We negotiated everything with Alla who promised us to pay 20 back every cent. 21 394. Q. So your position is that these were your 22 terms and they could either be agreed to or not? 23 A. Yes. Correct. Q. 24 395. I want to ask you again about the verbal agreement in 2004, what obligations on your part did you 25

2 A. Lifetime support for Nikityuks.

3 396. Q. And what does that mean?

4 A. Everything is in sponsorship agreement, actually, it's -- it's all specified there. I signed the 5 6 sponsorship agreement. It's in writing and all obligations are there. So I provide them so they don't have to go to 7 the social assistance and basic needB, and all this stuff. 8 9 397. Q. The -- so the \$260,000 was received in 10 exchange for you undertaking the obligations set out in the 11 2004 sponsorship agreement?

12 A. Ah, it's a little bit more complicated than13 that.

14 398. Q. Okay?

1

A. In that \$260,000, actually, there was share
of Svetlana and Anastassia.

17 399. Q. Okay.

We actually never discussed the size of that 18 Α. 19 share because it didn't matter and the agreement was, like, we don't care. We bring all money to you. We give all 20 money to you and you do whatever you want with them. But 21 22 in exchange, you provide us with lifetime support. And at 23 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 24 25 of Svetlana and Anastassia it didn't matter, nobody cared.

Svetlana Danilova and Pavel Danilov April 9, 2014 96 _____: So, yes, when they transferred to us, \$260,000, it was 1 like, a lump sum, which was our designated for the family.. 2 Money came for the family. Family was reunited here. 3 And 4 those money were supposed to help me to support them. 5 Q. Are your lifetime support obligations, as you 400. б understood them in 2004, set out in the sponsorship 7 agreement? 8 Sponsorship agreement specifies only 10 year Α. 9 commitment. Q. And you were... 401. 10 Α. 11 And we . . . 12 402. ο. ... offering a lifetime? 13 Α. ...yes. So what was the nature of that lifetime 14 403. Ο. 15 support? Well, they supposed to be provided with 16 Α. 17 shelter, with transportation, food, internet, telephone, all good stuff. 18 19 Q. Anything else? 404. 20 A. Well, they -- they keep referring to that 21 email. 22 405. Q. Well let's just -- I'm more interested in your understanding of what you were agreeing to with 23 24 lifetime support. You've indicated shelter, transportation, food, internet, telephone. 25 ______ ____ SIMCOE COURT REPORTING (BARRIE) INC.

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1 A. Yeah. Those are shared expenses which were 2 supposed to be provided by me, actually. And there were other expenses, Nikityuks were supposed to pay themselves 3 from their pension. Like medical and gifts, whatever they 4 5 want. We -- see in 2007 I was in much better position than 6 in 2004, and I told them that their pension -- well I don't 7 care about their pension, basically, and they can spend it 8 on themselves. And on themselves mean expenses which are 9 related only them, not to the entire family. And those 10 expenses -- well, you -- you can imagine what those will be like, dental, medical, medications, gifts or entertainment 11 12 where the entire family doesn't participate. Shared expenses like, I don't -- utilities or shelter... 13 14 406. Q. Okay. 15 ...transportation -- those supposed to be Α. paid... 16 17 407. Q. Mm-hmm. 18 Α. ... by the sponsor. 19 Q. I don't want to talk about the shared 408. expenses, I want to talk only about the lifetime support 20 you agreed to in 2004. You've indicated that shelter, 21 22 transportation, food, internet, telephone were counted in 23 lifetime support? 24 Α. Mm-hmm. 25 409. Were there other types of expenses that were Ο. _____ ____

Svetlana Danilova and Pavel Danilov April 9, 2014 98 _____: 1 included in lifetime support? 2 A. Everything which falls into category shared. 3 410. Q. Shared with who? A. Us. Family. They -- we are uniting with 4 their family. That's what they wanted. 5 Q. And was that part of the 2004 agreement 411. 6 that... 7 A. Yes. Exactly. It was like item number one. 8 9 MS. DANILOVA: May I say.... 10 MR. DANILOV: They wanted t:.o live with us together because they couldn't afford to live in 11 Russia anymore because of all medical problems 12 13 and treatments and stuff and -- well. MS. DANILOVA: ...may I say? 14 15 MR. BORNMAN: ...um... 16 MS. DANILOVA: If I... 17 MR. BORNMAN: ...sorry. 18 BY MR. BORNMAN: Q. When I asked you earlier about the terms of 19 412. 20 the 2004 agreement, you had said that it was a decision to 21 -- on your part to accept the proceeds of the sale of the 22 Nikityuk's property ... 23 A. Mm-hmm. Q. ... which was unknown in amount at that time. 24 413. 25 In return you would provide lifetime support ...

1 A. In Canada. 2 414. 0. ...in Canada? 3 Α. Yes. Was the lifetime support conditional on 4 415. Ο. anything else other than the receipt of the money? 5 6 Α. No. 7 416. Q. And so explain to me then how shared expenses are counted in lifetime support. Because if you're not 8 9 living together you don't have that shared expense? 10 A. Yes, but we were going to live together and they wanted to live together, and at that point we couldn't 11 12 live alone because -- well, as Alla mentioned yesterday, 13 they were like blind kittens here. So, when they decided 14 to come here we basically rented apartment for them in the 15 same building as ours so they could be close to us and in 16 this case -- well, shared expenses in this case you see, 17 it's like there are three drivers in the family, but two 18 cars. So all the family pays for two cars, but there are three drivers, this kind of stuff and ... 19 20 Q. Is what you're saying is that is what 417. you're saying is that there can be shared expenses even if 21

22 the family is living apart?

23 A. ...yeah, sure.

24 MS. DANILOVA: Same address basically and I even 25 called to insurance...

Svetlana Danilova and Pavel Danilov April 9, 2014 100 1 MR. DANILOV: It doesn't matter same -- it 2 doesn't matter same address or different address because in 2009 we purchased condo for them, but 3 4 it still would be shared expenses, I just paid 5 I would just pay two mortgages, that's it. 6 BY MR. BORNMAN: 7 Q. And under the 2004 agreement, what amount of 418. money were you agreeing to spend on lifetime support? 8 It was pretty much budget estimation, but 9 Α. it's not in -- what are you talking about? 10 Q. I'm talking about when the verbal agreement 11 419. 12 was made in 2004, did you consider how much money you would 13 be spending on lifetime support? A. No, not -- not at that point because our --14 as I mentioned before, it wasn't clear how much money they 15 16 would bring, but well we can figure out actually how much 17 in total approximately they could spend. Maybe at some 18 point we -- we would decide that they cannot afford car, or something like that. 19 20 Q. So was this an agreement in principal with 420. 21 the specifics to be agreed upon later? Kind of, yes. Well, it wasn't discussed in 22 Α. all details in 2004. I pretty much told you what were the 23 terms of that agreement. We give you all the money and we 24 don't care. 25

Svetlana Danilova and Pavel Danilov April 9, 2014 101 Q. But there's a distinction that I'm trying to 1 421. learn. Was this an agreement in principal under which you 2 would agree later... 3 A. Yes, we did... 4 O. ...to specific amounts? 5 422. 6 A. ...we did agree later we did agree later. 7 O. Okay. So this wasn't an agreement whereby 423. 8 you assumed the authority to make this decision 9 unilaterally later? 10 A. Well, see, there is the sponsorship agreement. It always there. I cannot terminate it because 11 12 sponsorship agreement is between me and government, 13 basically. 424. Q. So this is -- I'm asking about the verbal 14 15 agreement in 2004? 16 A. Yes. 17 425. Q. Did you agree to make a.n agreement later on the amounts, or did you agree that you were going to assume 18 authority to do as you wish with the money when you get it? 19 20 A. Assume authority. Q. So your testimony is iE: that at this point 21 426. the verbal agreement in 2004 is that you would assume 22 authority to make a determination as to how much money 23 24 would be spent on lifetime support and in what manner when 25 the time came?

Svetlana Danilova and Pavel Danilov April 9, 2014 102 _____ _____ 1 A. Yeah, we -- we had to provide Nikityuks with basic needs and pretty much to live them -- live in Canada 2 more or less comfortable. 3 4 427. Q. Okay. 5 Α. That was the agreement. 6 428. But . . . Ο. Without any specifics a.t that point in 2004. 7 Α. 8 429. Q. ... but the specifics were going to be determined how? 9 10 A. By all means. 11 430. Q. Were you going to make a decision about the 12 specifics or were you going to agree later with the 13 Nikityuks about the specifics? 14 A. We didn't talk about any specifics and there 15 were no any talks about specifics and we were not going to 16 to negotiate anything else. Pretty much all the terms 17 of the agreement were discussed in 2004 and reconfirmed in 2007 and pretty much they saw what they could have in 18 19 Canada . . . 20 431. Q. Okay. 21 ... because in 2005 Alla visited and 2007 they Α. 22 both visited and they could ... 23 432. Q. Okay. 24 A. ...could figure out. 25 433. Q. Mr. Danilov, you need to help me.

A. Yes.

1

O. You've provided me with three different 2 434. 3 versions of what happened in 2004. You've told me that the it was an agreement whereby the specifics were 4 aqree 5 going to be determined by agreement later, now you've just 6 told me -- then you just told me that it was an agreement whereby you assumed the authority to make the determination 7 as to how the allotments with respect to lifetime support 8 9 were made. And now you're saying that it was silent. That 10 the parties did not turn their minds to how the money was 11 going to be allotted to. Which of those three is what 12 happened? 13 I personally think that it's all the same. Α. 14 As I told you, all the terms were discussed once in 2004. 15 They basically were suggested by Alla and I accepted them. O. Mm-hmm. 435. 16 17 Α. And . . . But what did they accept? 18 436. Ο. 19 Α. Hmm? 20 437. ο. Which of those three did they accept? 21 Α. This question doesn't make much sense to me because I told you what exactly what accept -- was 22 accepted. And if you asking me about some extra agreements 23 24 which were suppose or not suppose to be accepted or not 25 accepted later, there were nothing like that. And, well,

Svetlana Danilova and Pavel Danilov April 9, 2014 104 1 nobody reserved the right to demand something later or to 2 discuss or negotiate something later, but of course common sense is that at some point when we know exactly how much 3 4 money all the property cost, we can estimate the 5 approximate budget for the family -- the family can afford 6 on that amount of money. And that was -- was done late in 7 2008, right before they arrive. That's it. 8 0. By we do you mean you and Svetlana or do you 438. 9 mean . . 10 A. All... 11 ... the Danilovs and the Nikityuks? 439. Ο. A. ... yes, all the family, yes. The family 12 13 except by daughter because she was student at the moment 14 and she was going to separate house. 15 MS. DANILOVA: Except Valentin because to 16 Valentin everything communi - - Alla communicated 17 with Valentin. We communicated everything with 18 Alla. 19 MR. DANILOV: Yes. MS. DANILOVA: And she communicated everything to 20 Valentin. It was her responsibility, or whatever 21 22 you call it, to communicate to Valentin 23 everything in the right way. 24 MR. DANILOV: Responsibility or ... 25 MS. DANILOVA: Whatever you call it.

Svetlana Danilova and Pavel Danilov April 9, 2014 105 MR. DANILOV: ... whatever you call it. And the 1 2 thing is that never once we immigrated to Canada 3 in 2003 I personally never spoke with Valentin. 4 And I think Svetlana didn't either. We --5 Svetlana spoke to Alla. And Valentin was Alla's 6 member of family who was going with her to Canada 7 and he didn't decide anything. 8 MS. DANILOVA: There was no his signature ... 9 MR. DANILOV: First... 10 MS. DANILOVA: ...anywhere. MR. DANILOV: ...first -- first condition from 11 12 his side, he stays in Russia. 13 MS. DANILOVA: And it was an option. As a matter of fact, it was an option for Valentin to stay in 14 15 Russia because during the conversation with my 16 mom, when they came together in October 2007 my 17 mom communicated to me that Valentin is kind of making his decision where -- where he is coming 18 to Canada or not. This is why he came to see 19 whether he likes here in Canada or not. And in 20 21 case he is not coming, she was even considering 22 an option to sell his -- her share of the 23 apartment, to sell my share of the apartment and leave him in Russia. 24

25 BY MR. BORNMAN:

Svetlana Danilova and Pavel Danilov April 9, 2014 106 _____ Q. Okay. Let me put it this way. In 2004 when 1 440. 2 you signed the sponsorship agreement and made this in reliance on this verbal agreement with the Nikityuks, how 3 4 did you know that lifetime support for the Nikityuks would 5 not be more money than you had? 6 Α. I didn't. It was risky and it was very hard 7 decision for me. I conceded that, but -- well, there were some factors which helped me to make this decision because 8 9 real estate prices in Russia were gong up so I could 10 imagine that at some point there may be more money that in 2004 over there, but -- well, it didn't matter, actually. 11 12 It was a hard decision and at that point, well, yes I just accepted that risk. 13 14 441. Q. And part of the risk was you did not know how 15 much lifetime support would be? A. Yes. I could estimate it, of course. 16 17 442. Q. Did you know how? 18 Α. There are always options, you know, like you you may afford the car, you may not afford the car. 19 may 20 You may rent one bedroom apartment, or you may rent two 21 bedroom apartment. You may live in a house or you may live 22 in -- whatever. There are options and there are different

23 budgets.

24 443. Q. And there was no agreement with the Nikityuks25 about how exactly lifetime support would be calculated?

Svetlana Danilova and Pavel Danilov April 9, 2014 107 A. In 2004, no. 1 444. ο. Okay. Let's turn to your brief of documents 2 Volume 1, Tab 14. Four pages in is... 3 I'm sorry, it looks like is different tab. Α. 4 5 Tab 14, you said? 6 445. Q. ... yes. Four -- four pages in. 7 Α. Okay. 8 446. ... is an English translation of an email that Ο. 9 I understand was sent January 27th, 2008 behind which is 10 the email itself in Russian? 11 Α. Mm-hmm. 12 447. Do you recognize this document? Q. 13 Α. Yes. Sure. And by the way, the email it 14 goes further because email Nikityuks provided in the in 15 their brief, it doesn't contain the subject line. It 16 doesn't contain technical header of the email. If you 17 if you want to consider email, you must have technical 18 headers so I suggest ... What is... 19 448. ο. 20 Α. ...we... 21 449. Q. ... what is the subject matter say in with? 22 ... Canada calculation. Α. 23 450. ο. And it says it in English? 24 Α. Yes, it says it in English. 25 451. Q. Okay.

Svetlana Danilova and Pavel Danilov April 9, 2014 108 A. And the reason why it says it in English 1 because email software we use at that point didn't accept 2 Russian characters in subject line. 3 Q. What was the purpose of this email? 4 452. 5 Α. It was just estimation what Nikityuks can afford in Canada and it was mutual understanding that they 6 7 are bringing \$200,000, at that point, because and it's like first line in that table, not 260,000 -- 200,000 8 9 because 60 hundred thousand, it was actually Svetlana's 10 share in that (inaudible) and everybody understood that and 11 knew that. When this email was sent, the Nikityuks had 12 453. Ο. not yet sold their property; isn't that right? 13 14 Α. Yes. MS. DANILOVA: But they were working with a... 15 16 MR. DANILOV: But they... MS. DANILOVA: ...agent and they knew 17 18 MR. DANILOV: ... but they were go -- they were going to because the decision about the 19 20 immigration was made at that point. They were permitted to immigrate. 21 22 BY MR. O. Why were you sending the Nikityuks an 23 454. estimation as to how the \$200,000 was mutually understood 24 25 to be brought to Canada -- why were you sending them an

estimate?

A. The main reason for that is was because 2 countless telephone conversations every day. Svetlana was 3 4 discussing all this stuff with Alla again and again and 5 again and Alla kept asking her like what they can afford б and how much is that and how much is that and is it enough 7 money \$200,000 to live in Canada. And basically it was the decision point for them, I guess, because they were going 8 to sell their property -- family property, actually, in 9 10 Russia. And, well, I was see to tho ::e countless conversations. It was very annoying every day like one 11 12 hour, one hour half on the phone long distance overseas and 13 I send them email, like, 'Look at that. Don't speak about 14 that anymore' Q. The section setting out the estimate begins 15 455. 16 with a line the translation reads, *'*"Brought capital 17 200,000 10 percent" and then what appears to be a less than minus growth? 18 19 Yeah, it's arrow. Α. 2.0 456. Q. Okay. And then with 10 percent growth. What 21 -- 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 25 28th, I had to figure out how much growth that brought

capital must provide to cover those expenses. And they 1 2 actually counted their pension into that budget, you can 3 see that, and Iwas under the impression at that point that pension was \$200. That's what they told me. Ididn't know 4 that it was 600, actually. And, well, to meet the ends 5 together I had to figure out that number in that cell. And б it turned out that if I put 10 over there it covers 7 8 everything and I told them that to cover everything, which seems reasonable at this point, we need somehow to provide 9 10 10 percent on the capital you bring.

11 457. Q. And this was so the - the 200,000 was 12 your best understanding at the time as to what the proceeds 13 would be, it was an estimate?

It was plus minus 10,000. We already knew 14 Α. the value of the property at that time. We didn't know 15 16 exactly how much apartment cost, but we could estimate it 17 like pretty accurate. There were offers on the table. 18 458. Q. The expenditure listed, one bedroom apartment 19 rent, food and small things, car lease, car insurance, car 20 gasoline, phone, tv, internet?

21 A. Mm-hmm.

22 459. Q. Were these expenditures that you were 23 counting as living expenses?

A. Yes, shared.

25 460. Q. And are these the expenses -- the same

Svetlana Danilova and Pavel Danilov April 9, 2014 111 expenses that you were contemplating when you agreed to the 2004 verbal agreement? 2 3 A. Yes. More or less, because -- well, medical 4 expenses, for example, they never were in there because they are not shared. Everything which falls into the 5 category, shared expenses. Which can be considered like 6 7 for the entire family. If it goes from that interest or 8 whatever. 9 461. Q. Um, what assets were you taking into 10 consideration when you arrived at the \$200,000 brought capital estimate, do you remember? 11 12 Α. Apartment, garage, summer cottage. Sorry, 13 maybe I misunderstood something. 14 462. Q. No, that was -- you answered my -- you 15 answered my question. What assets of the Nikityuks were 16 you... 17 Α. (Inaudible). 18 463. Q. ...were you taking into account -- okay, what 19 assets in Russia were you taking into consideration when 20 you calculated the \$200,000 -- or the \$200,000 number? 21 Α. Okay. Now I understand that you asking. Total amount for garage, total amount for summer cottage, 22 despite that I have some interest in that because I helped 23 24 to build it. And Nikityuk's share in the apartment. 25 464. Q. And under income, there's listed pension, our

Svetlana Danilova and Pavel Danilov April 9, 2014 112 support, interest on capital and you've testified that the 1 2 pension was your understanding of the Nikityuk's income 3 from their Russian pension at the time, what's our support? 4 Α. It's the number I needed to put in the Excel 5 spreadsheet to meet the ends because I was off about \$210 6 and I put \$210 over there just to make it zero. 7 465. Q. Okay. 8 So debit and credit much, but I didn't know Α. that their pension was \$600 at the time. 9 10 466. Q. Okay. 11 MS. DANILOVA: They communicated 200 at that 12 point. 13 BY MR. BORNMAN: 14 467. Q. And I take it the interest on capital is 10 15 percent of the \$200,000? 16 A. Yes. And that number actually seemed reasonable to me, as it says in the first line of the 17 18 email, because that's the average stock market provides in the long term average. So, I was thinking at that time 19 20 that those money would be invested into stock market and in 21 average I would provide 10 percent of interest to 22 Nikityuks. And 10 percent stock market average annually, 23 it's a well known fact, that it's a long term average like 24 20 year average -- 30 years average, something like that, 25 lifetime, basically.

Svetlana Danilova and Pavel Danilov April 9, 2014 113 ______ ____ Q. This investment theory that you just 1 468. 2 described, is that set out somewhere in this email? 3 A. No, not in this email, but it was discussed on the phone -- not discussed, I basically told Svetlana 4 5 how we were going to proceed with that because -- well, we need to figure out some kind of source... б 7 469. Q. Okay. 8 A. ... of extra income. I had a salary, but that 9 salary wasn't enough to support five adult people. So we 10 needed to come up with some kind of source of income and at that time I thought that we cannot afford just it the --11 12 the St. Petersburg property. And we need to invest it 13 somehow so it could provide interest or whatever. And at 14 that point we already had some experience with stock market 15 and it it seemed like a good idea at the time. Q. I'm going to return to the topic of the 16 470. 17 conversations about the email in a moment, but before we do that I'd like to direct you to comment number one? 18 A. Mm-hmm. 19 20 Q. What was the source of your information for 471. 21 this comment? 22 I cannot tell you the specific source, but Α. what I meant is reverse mortgage. 23 24 472. Q. Sorry, reverse mortgage?

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A. Yeah.

25

Svetlana Danilova and Pavel Danilov April 9, 2014 114 ____ ______ Q. Could you explain that to me, please? 1 473. 2 A. Yeah, when people have some paid off real estate property they basically can agree with the bank that 3 4 bank will pay them some kind of tax free amount every month 5 and collateral for that is the house, or that property or 6 whatever it is. 7 474. Q. And how did you know that a lot of retired people sell their paid off houses, invest their money and 8 9 live off the interest on the capital? 10 A. From tv. 11 Q. And how did you know it's completely normal 475. 12 here in Canada and it fully matches the Nikityuk's 13 situation? 14 A. When in 2008 we were living in Canada like 15 five years so we. Q. What was the source of your knowledge? 16 476. A. TV, internet. 17 Q. And how do you know that 85 percent of 18 477. retired Canadians live in this way? 19 20 Α. That -- I don't remember where that specific number comes from, but well okay, it was 2008 it was some 21 source, I can't re recall now what was that. 22 23 Q. Okay. 478. 24 Α. But that number was coming from somewhere. Okay. 25 479. Ο.

Svetlana Danilova and Pavel Danilov April 9, 2014 115 1 A. I picked up it in internet or maybe from some 2 show. I don't know. O. Comment number two, **k "Investments at 10 3 480. percent annual interest rate is a risk free option." 4 5 Α. Mm-hmm. What does -- what does that mean? 6 481 Ο. 7 A It risks -- it's risk free for Nikityuks because I assume all the risks. I invest money in stock 8 market and stock market on average provides 10 percent 9 10 annually in average and fluctuations of the stock market are covered by my good job and salary, but another option 11 actually when I wrote this line specific here -- specific, 12 13 there are two options here if you read it carefully. See, investment at 10 percent annual interest is a risk free 14 option. You can invest your money with 10 15 interest rate 15 through financial advisor at any bank, but I didn't do 16 17 that, right. So it's nothing to do with me. And what I meant here is basically annuity. You can buy annuity. 18 19 482. O. Annuities? 20 MS. DANILOVA: Annuity. 21 MR. DANILOV: Annuity, yeah. And all -- all this stuff it -- it links -- linked actually to the 22 23 standard rate provided by Bank of Canada, or 24 whatever, and in 2008 it was about 10 percent, but I didn't know at that point that part of 25

Svetlana Danilova and Pavel Danilov April 9, 2014 116 _____: annuity actually comes from principal. I just 1 didn't know that. And it was some kind of --2 3 well, we went to TD bank in downtown Toronto and we discussed that stuff with some -- well, guy, 4 5 in very fancy office and he offered that, 'Yeah, 6 your parents can buy annuity with 10 percent', 7 but he didn't explain us exactly that part of that 10 percent comes as interest and another 8 part comes as principal, we didn't know that at 9 that point. That's the first option, which is 10 mentioned here, but Nikityuks didn't go for it 11 12 because they didn't invest with a financial 13 advisor. 14 BY MR. BORNMAN:

15 483. Q. Would you agree that investing in the stock16 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.

22 484. Q. But without your guarantee, you would agree
23 that investing in the stock market is not risk free?
24 A. Of course, I'm not stupid. And, ah, it
25 actually doesn't say here that I guarantee them 10 percent

Svetlana Danilova and Pavel Danilov April 9, 2014 117 see the only sentence that can link me to this 10 percent 1 2 is that it's up to you -- um, where was that, it was in Russian. No. Yeah, 'In this regard we also have learned 3 4 something this year' That's all which is about us here. 'We learned something' And it -- it was a reasonable 5 б everything. It was reasonable, it's the first phrase in this calculations that look realistic as of today. And as 7 of today was January 28th, 2008. On January 28th, 2008 all 8 these calculations looked to be reasonable. 9 10 485. Q. The Nikityuks say that they picked investments at 10 percent annual interest rate as a risk 11 12 free option; do you agree? 13 Where is this option. There is no option. Α. 14 Show me please where -- where this email says that there is 15 a risk free 10 percent option which I guarantee them. I told them that they they can go to financial advisor at 16 17 any bank and invest those money at 10 percent annual 18 interest, which is a risk free option because annuity was 19 risk free. 20 486. Q. I want to direct you to the last line in the 21 email... 22 Α. Mm-hmm. 23 487. Q. ...and the certified English translation 24 reads, 25 ***"Think it over. Make up your mind. When you SIMCOE COURT REPORTING (BARRIE) INC.

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Svetlana Danilova and Pavel Danilov April 9, 2014 118 1 get a visa and your passport on hand I think the 2 decision will be obvious. " 3 Α. Yes. What are they making up their -- what do they 4 488. Q. have to make their mind up about? 5 6 Α. To go or not to go. 7 To Canada? 489. Q. 8 Yes. When you have visa and your passport Α. 9 and you are permitted to go to Canada for permanent residence, it's obvious what the decision should be, isn't 10 11 it. 12 490. Q. Can you show me where else in the email you 13 discuss the decision about coming to Canada or staying in 14 Russia? A. As I told you, the whole purpose of this 15 16 email was to stop our countless conversations about go or 17 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 18 all those conversations. 19 20 491. 0. About what it costs to live in Canada? Yeah. They -- they had to make up their 21 Α. mind. Do they go or do they don't go because they had, at 22 23 some point to reach the no -- no return point when they 24 start to sell their property in Russian, there is no way 25 back. So at that point they have to make their mind. And

Svetlana Danilova and Pavel Danilov April 9, 2014 119 1 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 2 those immigration fees and all this 3tuff and, well, 3 basically they -- they had to make their decision. 4 Q. And who was going to make the decision about 5 492. б how their brought capital was going to be spent? 7 Oh, it's -- well, that decision was made in Α. 2004. It was offered to me by Alla and then I accepted 8 9 that offer and that -- after that that money becomes ours in exchange of lifetime support. And, of course, I invest 10 or I do whatever you -- whatever I think is reasonable with 11 12 that money on my discretion. Any condition about that, they stay in Russia. 13 Q. Okay. Comment five reads, 14 493. ***"You could consider a house, but then we need 15 to invest at 20 to 25 percent interest as we live 16 17 together calculated before. " 18 Α. Mm-hmm. 19 494. Q. ***"Such an investment has a higher risk and 20 the recent months showed us that instead of 20 21 percent growth one could get a 10 percent loss 22 which is not acceptable in our case because you have to live on this money". 23 24 A. Mm-hmm. 25 495. Ο. What is -- what does this mean?

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1 A. Basically exactly what it sounds like. If you want to live in a house then it's completely different 2 3 level of expenses and in this case we must invest somehow or do whatever, something with that 200,000 of the growth 4 5 money which would bring us not 10 percent, but 20 or 25 percent. It's easily calculatable, actually, if you live 6 in a house it's different (inaudible) would be here. And 7 8 it would come to the 20 or 25 percent growth. And this specific case well, if we stick with stock market, we 9 can go for some, you know, more risky stuff like options, 10 11 currencies or something like that and try to generate more than 10 percent on average, but -- well, it's too risky. 12 496. Q. Why are you telling them this if you're going 13 14 be making all the decisions about the brought capital? Oh, just so they can make an informed 15 Α. decision because there are other options here too because 16 you can put money in the bank and get, without any risk, 17 focus onto year for example like option number three, but 18 19 in this case it's 100 percent safe, but you cannot afford a car, right. 20 21 497. Q. So at this point they could have put the

22 brought capital in the bank instead of giving it to you?
23 A. Yeah, but they didn't. Actually, see, they
24 had basically two options at that point and I was
25 completely fine with both of them. The -- the only thing I

Svetlana Danilova and Pavel Danilov April 9, 2014 121 cared about is some kind of collateral for my 10 years 1 2 commitment. So they could guarantee me one way or another that they wouldn't be eligible for social assistance 3 4 because that's what this -- the sponsorship agreement says. 5 So, basically, I was fine if they just put money in the 6 bank with four percent and live on it, but I don't care in this about cars and stuff because, well, they -- they 7 basically just provide collateral, not give money to me. 8 9 And I was fine with that at that point, but they had actually their own bank account in Canada open in 2005 and 10 they could transfer that money to that account, but they 11 12 didn't. They transferred it to me. Which means that they made a decision, they gave money to us. 13 O. There are two paragraph eights in the email? 14 498. Okay. 15 Α. Q. And the -- can direct you to the second 16 499. 17 one... Α. Mm-hmm. 18 ... it says, ***"In three to four years we Ο. 19 500. might be able to afford a house". 20 21 Α. Mm-hmm. Who's we? 22 501. Ο. 23 Α. Family. 24 502. The Nikityuks and the Danilovs? Q. 25 Α. Mm-hmm.

Svetlana Danilova and Pavel Danilov April 9, 2014 122 Q. Were there any other emails exchanged about 1 503. this topic, you haven't disclosed any other emails ... 2 3 I -- I don't... Α. 4 504. Qin here? 5 ... have any recollection of that. I think Α. this was like final email. There were emails, a lot of 6 them before, but not such detailed and mostly with pictures 7 and some kind of comments about weather or some stuff they 8 were doing cottage house, but on this topic I think no. 9 10 505. Q. There were -- you said previously there were a number of telephone calls about this email? 11 12 Oh, yeah, countless, yeah. Α. 13 506. Q. Did you make those telephone calls or did Svetlana make those calls? 14 15 A. Svetlana. 16 EXAMINATION OF SVETLANA 17 BY MR. Q. Okay. My next question is for Svetlana. Do 18 507. 19 you remember discussing this email on the telephone? 20 Α. Pavel sent this email and then I had a 21 conversation with my mom and she said they liked everything 22 in this email. They like the life we promise them in this 23 email and they -- with both hands we -- they want of the 24 life like that. That what she told me. 25 508. Q. Do you -- do you know what life she was

Svetlana Danilova and Pavel Danilov April 9, 2014 123 talking about? 1 2 A. Ah, describe the expenses -- described in this email. And later I rented an anartment for her for 3 them in the same building we lived in Etobicoke and I sent 4 5 her floor -- me, I don't remember exactly me or Pavel, we 6 send them floor plan of that apartment that was one bedroom 7 apartment at this -- in the same building. Q. Do you remember discussing the details of the 8 509. 9 email with your mother? Details -- it was written in Russian. It was 10 Δ no need to discuss details. She's just accepted ... 11 12 510. Q. Did she... A. ...all the positions of the expenses we were 13 14 going to cover for them and she didn't even bother to go 15 into details how we were going to to provide them, she just 16 said we are transfer -- so the agreement we are 17 transferring the money to your account and you will provide 18 everything you listed in this agreement.

19 511. Q. ...and how...

A. That's what...

21 512. 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

Svetlana Danilova and Pavel Danilov April 9, 2014 124 1 the agreement for rental specific apartment and I was a 2 guarantor for the amount. I paid the deposit for this apartment because they liked the floor plan. They liked 3 4 the building. They came in October 2007. They saw everything and they knew what we were talking about. 5 Ι б just send them a plan and they were happy again. Everyone 7 was happy at this point. 8 513. Okay. I just want to *put* the apartment and Ο. 9 the floor plan to one side and return to the email. Did Alla give you any specific instructions with respect to the 10 email, did -- did she... 11 12 Α. Well, they most ... Q. ...did she have any questions? 13 514. 14 A. ... they mostly asked us -- they never gave us specific instructions. Even the way they put that 15 apartment in St. Petersburg in the market, I organized 16 17 everything. I communicated with the agent directly through emails and telephone conversation. They just what they 18 always knew is to come to specific point at the specific 19 20 time and that's all. They followed all the instructions. 515. Q. What questions -- do you remember what 21 questions she asked? 22 23 Α. None. 24 516. Q. Do you remember when the telephone call took place, was it shortly after the emai was sent? 25

Svetlana Danilova and Pavel Danilov April 9, 2014 125 _____ 1 A. Yeah. Yes, I even remember -- yeah, I was --I even remember I was walking my dog and I was talking over 2 the over my self -- cell phone long distance with my mom 3 4 and she -- she said, 'Yes, we agreed'. Q. Okay. 5 517. 6 A. Just send us the -- everything -- the details 7 of transfer -- where to transfer money and Q. Okay. Thank you. My next questions are for 8 518. 9 Mr. Danilov. EXAMIN11.TION OF PAVEL DANILOV 10 11 BY MR. 12 519. Q. If we can direct you to the first page of Tab 14 in Volume 1 of your brief of documents. There's a 13 document titled, Loan Activity Agreement Between Family 14 Members. Who prepared this document'? 15 16 I did. Α. 17 520. Ο. And what's the purpose of this document? It was basically just the way of -- legal way Α. 18 of splitting the income because we were very concerned when 19 20 received all those money that they will be taxable. And I didn't want to pay like half of them to government right 21 away. It's it's a lot of money, right, and -- and 22 23 basically what we did it was few days before Nikityuks arrival actually to -- to Canada we called -- Svetlana 24 actually called, but I was witnessing that conversation, 25

Svetlana Danilova and Pavel Danilov April 9, 2014 126 the CRA hotline and we explained then the situation like 1 'Our parents are corning. They are bringing money which we 2 will be using used for the lifetime support and how do 3 4 we do that we don't pay taxes on those.' And there were some options without -- with those money like trust, or 5 whatever, but -- gift. And we discussed briefly most of 6 7 them, but my question actually was how -- the -- the main 8 question was how to split my income in the family because 9 family was going to live together and at that point --10 well, I had good compensation working for Rogers, it was 11 about 100,000 per year. And, well, the suggestion was very easy, actually, the CRA hotline guy he explained that, 'You 12 13 should go for the family law because if you take loan from 14 a family member and you invest it, and that's what you are 15 going to do, right.' I said, 'Right'. 'And if you pay 16 interest on that loan that interest will be tax 17 deductible'. And in this case are basically whats is happening is that I have four people to live on that income 18 19 I have and if it's all my income then I pay 40 percent taxes, or something like that. If I split that income 20 between family members, and in this case I have two family 21 members which can take like 20 hundred -- 20,000 per year 22 23 tax free. And I have a fourth family member who can take 24 another 20,000 tax free, that means that I basically split 25 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 1 was to split the income, that's it. And when we -- yes, 2 and it was actually signed -- physically signed in 2009 and 3 4 backdated by the first day Nikityuks came to Canada. And I believe it was like January 2009, or something like that, 5 we had -- when we actually knew the first statement. 6 7 Because statement on the principal O this loan it's attached to -- to the document and it ends with December 8 (inaudible). 9 10 521. Q. Do you consider this a legally binding 11 agreement? 12 A. Yeah, sure. And this agreement was audited by audited by CRA in 2009, actually. We provided all --13 14 like whole bunch of documentation and they approved it. 15 522. Q. And how did you decide on the amount of 260... 16 Oh, at that point ... 17 Α. ...thousand -- 260,802 U.S. dollars? 18 523. Ο.

A. ... it was actually the amount they sent to the -- sent to us, that's how we decide.

21 524. Q. But the amount of the loan included that 22 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

Svetlana Danilova and Pavel Danilov April 9, 2014 128 once... 1 525. Q. By the statement you're referring -- a --2 what appears to be a spreadsheet titled, Alla Nikityuk 3 Private Loan for Investment 2008? 4 5 A. ...yes. Q. Last year dated January 1st, 2008 through 6 526. 7 December 31st, 2008? 8 A. Yes. It was statement for year 2008 and then every year we actually produced all those statements, but 9 10 Nikityuks actually never cared about them. Q. Where abouts on this spreadsheet does it note 11 527. 12 the amount claimed by Svetlana Danilov? A. Um, let me see. I believe it's August the 13 7th, 2008 there is a record of that. It's \$51,640 14 15 withdrawn. Q. You're referring to the entry of the date you 16 528. mentioned that says, ***"Loan principal payoff memo" and 17 18 then the rest of the memo... 19 A. Yes. 0. ... is not presented and then in category 20 529. chequeing and PS and then the amount is 51,640? 21 Yeah. It's in Canadian dollars. 22 Α. 23 530. Q. Svetlana's name is not mentioned on the 24 spreadsheet, correct? A. Well, it's not mentioned, but it was mutual 25 SIMCOE COURT REPORTING (BARRIE) INC.

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Svetlana Danilova and Pavel Danilov April 9, 2014 129 understanding in the family that it was her money. 1 2 MS. DANILOVA: It was initial -- initial. 3 MR. DANILOV: Yeah, and Nikityuks actually 4 initialled it, but well they claim that they 5 didn't understand that, so. б BY MR. 7 531. I have a -- I have some more questions about Ο. the loan agreement, but before I ask those I want to return 8 9 to the email, briefly, the January 27th email. Do you consider that email part of your agreement with the 10 11 Nikityuks about the money that was transferred to you? 12 A. No. It wasn't any kind of offer or agreement 13 or whatever they claim, it was just email between family members where I explain them how much life costs in Canada. 14 15 It wasn't any kind of offer, whatever. In section one of the loan -- I'm returning 16 532. Ο. 17 to the loan activity agreement between family members, Tab 18 14, section one the second paragraph reads, *** "The statements reflecting the current status 19 20 of the loan should be attached to this -- to this 21 agreement on December 31st of each year during 22 the lifetime support period and signed by both 23 parties. " 24 Α. Yes. And attached to this copy is a statement for 25 533. Q .

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1 2008?

2 A. Yes.

3 534. Q. Where are the other statements.

4 Well, they were produced electronically and Α. at the December 31st of each year and, well, they were 5 available for all members of the family, but remember that 6 7 this agreement was prepared specifically for this year right for the tax purpose. So if at some point CRA asked 8 me to provide those statements I could easily sign them and 9 10 provide, but -- well, they were electronic and they are available and another thing is that not -- not much changed 11 in the principal during those years. They always - the 12 13 principal always stayed about about 200,000, so. And you know that at some point I actually provided Nikityuks with 14 15 all those statements, but they didn't sign it and return to 16 me.

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

21 MS. DANILOVA: Ask him to ;ign.

22 MR. DANILOV: Yeah, and we asked them to sign, 23 but we didn't return and at least two year -- two 24 years they are missing because they didn't sign 25 and didn't return them.

Svetlana Danilova and Pavel Danilov April 9, 2014 131 ====== ______ 1 BY MR. BORNMAN: 2 Q. But you did not print copies on December 31st 536. 3 of each year... 4 Α. Oh, I did. 5 537. Q. ...and ask the Nikityuks... 6 I did. Α. 7 538. Q. ...to sign it? 8 Α. But they are electronic. 9 539. The Nikityuks did not sign them? Ο. 10 Α. No. 11 540. Did you give them to the Nikityuks? Ο. 12 Yeah, sure. Α. 13 541. How did you give it to them? Q. 14 They were provided to them in like - like Α. 15 hard copy printed and they were available electronically 16 because I have all -- local internet hook in in my house 17 and all documents are available to them -- were available to them. 18 MS. DANILOVA: Sent them to you -- we sent them 19 20 to you. 21 MR. BORNMAN: You sent them to me ... 22 MS. DANILOVA: Yes. 23 MR. BORNMAN: ...in 2012. 24 MR. DANILOV: Yes. 25 MS. DANILOVA: Oh, yeah.

Svetlana Danilova and Pavel Danilov April 9, 2014 132 1 MR. BORNMAN: But in 2009... 2 MS. DANILOVA: Mm-hmm. 3 MR. BORNMAN: ...did you print out a copy? 4 MR. DANILOV: Yeah, sure. 5 BY MR. б 542. Q. Why didn't you get the Nikityuks to sign them 7 at that time? 8 I didn't need because our -- again, this Α. 9 agreement was designed to be presented only in CRA when CRA requests that. It was like one family living together, who 10 cares about those stupid agreements. And now actually it 11 12 doesn't matter because everything which Valentin Nikityuk signs, later he claims that he doesn't understand what he 13 14 is signing so who cares what he sign. 15 543. Q. So I'd like to direct you to section two, the 16 third paragraph? 17 A. Mm-hmm. 18 544. Q. It says, ***"Annual interest investment income shall be 19 20 paid on a schedule verbal agreed between the 21 lenders and the borrow in the form of direct 22 deposits to the lender's personal banking account 23 specified below. " 24 A. Mm-hmm. 25 545. Q. ***"The schedule must provide cash flow

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necessary to cover ahead of time all mandatory living
 expenses."

Α. That's exactly how it worked. We had two 3 bank accounts in CIBC both. One was joint with me and 4 Svetlana and another it's the same account which was opened 5 6 by Alla Nikityuk and Svetlana in 2005 when Alla was 7 visiting. And later when Nikityuks came to Canada we added 8 Valentin to that account so it was joint between three people, Svetlana, Alla and Valentin. And all shared 9 10 expenses were paid half from our account with Svetlana and another half from joint account with Alla and Valentin. 11 12 And I specifically watched that -- those are approximately half and half. 13

14 546. Q. Can you explain to me how the process of15 verbal agreement about the payment schedule worked?

Well, at first when we -- well, when 16 Α. Nikityuks came we actually started to educate them how the 17 18 payment system work, how line bankin9 is working, how this 19 stuff should be organized and when the bill comes what is 20 the deadline, and all this stuff, but -- well, after 10 or 21 maybe 20 attempts to explain Valentin how to log into the 22 bank and how to work with statement, I gave up because it 23 was hopeless. And basically it was easier because we had 24 on-line and basically half of expenses were paid from our 25 account, half of expenses were -- was paid from their

Svetlana Danilova and Pavel Danilov April 9, 2014 134 account, but we processed all bills ourselves. They never 2 paid attention because they were not able to. Q. My -- so my understanding of what you've just 3 547. 4 said is that there was an idea of a verbal agreement when this document was signed, but in practice ... 5 6 A. Yes. 7 Q. ... you determined it by yourself? 548. 8 A. Yeah. Because it wasn't working. See we 9 tried to teach them how to work with all this financial stuff, but I -- I couldn't afford to spend much time on 10 that. I was working. I was providing and -- well I tried, 11 12 I tried a lot, but it was like 100 percent easier to do 13 everything ourselves. 14 549. Q. When did you try to educate them on using on-15 line banking? 16 MS. DANILOVA: It was mostly me. MR. DANILOV: Yeah, it was Svetlana, actually. 17 MS. DANILOVA: Yeah. 18 MR. BORNMAN: Oh, sorry. 19 20 EXAMINATION OF SVETLANA DANILOVA 21 BY MR. Q. Svetlana, this question is for you. Do you 22 550. remember when you were trying to educate the Nikityuks on 23 24 using on-line banking? 25 A. Sure. Valentin he had a computer. The

Svetlana Danilova and Pavel Danilov April 9, 2014 135 computer he had his private computer in his room. Iwas 2 sitting with him at his computer showing him on-line 3 banking he... 4 551. Q. When was this happening though? 5 It was the period when we were coming on --Α. б when they were living ... 7 Ο. In 2008? 552. 8 ...2008 then we were living in this house and Α. 9 basically we lived in that house with them during the weekends and we went to Etobicoke apartment during weekdays 10 11 because we kept that apartment with our daughter and Pavel 12 commuted to work from that apartment, but the house where we lived with Nikityuks in 2008, it was always our 13 principal residence. It was never a residence ... 14 15 553. Q. Okay. 16 A. ... property. 17 554. Ο. Okay. ...as -- and during this it was visits to 18 Α. here for me, but I came very often not only on weekends, 19 20 but also weekdays and I took care of everything ... 21 555. Q. Okay. ... I was teaching them how to use appliances 22 Δ and among that was how to use on-line banking. He recorded 23 the passwords then he lost their handwriting ... 24 25 556. Q. But the answer to my question is is you --

Svetlana Danilova and Pavel Danilov April 9, 2014 136 ========== this was during the period of time where you were visiting ... 2 3 Α. ...Yeah. 4 557. Q. ... on weekends? 5 A. And how I... 6 MR. DANILOV: Yes. 7 MS. DANILOVA: ... characterized it what they have never understood as Canadian saying, you know I 8 9 have income, maybe it's not enough but it pays 10 bills. They don't understand what's income for. The incomes are for pay... 11 12 MR. BORNMAN: Okay. MS. DANILOVA: ...bills. They do not understand 13 14 it... 15 BY MR. 16 558. Q. Okay. 17 Α. ...even now if you ask they won't answer your 18 question. 19 MR. DANILOV: I actually may add to all this that 20 I think the main problem was English because, well, you can imagine. See, the web site of the 21 22 bank you don't understand a word on that web site and -- well it doesn't matter how someone teaches 23 24 you, you still don't understand how to pay bills 25 because we don't speak -- they don't understand,

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t:..neydon't. read English, stilldon't.

2 BY MR.

..L

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

6 MR. DANILOV: There were no changing any 7 arrangements because there were no any other way 8 to do that because you -- you get the hydro bill 9 you must pay it by deadline, right. And if the 10 deadline is approaching and you have like three 11 days to pay it, you don't have a week to teach 12 Nikityuk to pay it, you just pay it.

13 EXAMINATION OF PAVEL

14 BY MR. BORNMAN:

15 560. Q. And did the Nikityuks ever ask for a say in 16 how the interest was...

17 A. Yeah, they did...

18 561. 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.

22 562. Q. So they asked at the very beginning, did they23 ask again later on?

A. No. They -- they never were interested in 25 any financial stuff like maybe like first week or so, but

Svetlana Danilova and Pavel Danilov April 9, 2014 138 _____ __ ___ ulen no, never. we tried to teach them, but they never 1-2 paid attention and didn't care. 3 563. Q. So I take it your position is is that they 4 acquiesced -- they implicitly agreed to let you determine 5 what the schedule of payments was unilaterally? 6 Α. But you do -- well, you understand -- you 7 live in Canada, you understand that I -- I have no say in scheduling the payments. The organization which sends the 8 bill to me has a say, I don't. I have to pay bill, like, 9 by the deadline. 10 Q. But the annual interest investment income was 11 564. 12 never paid on a schedule that was verbally agreed to, that's correct? 13 14 Interest income was paid when actually it --Α. 15 it had to be used for the bills. Because if I know, for 16 example, that tomorrow the hydro bill is coming, I simply 17 deposit enough money to their account, and they know that hydro goes from their account, for example. And I simply 18 the day before I deposit money to their account and use 19 20 that money to pay hydro bill. That's how it worked. 21 565. Q. And this arrangement that you described, everybody agreed that this was the way it was going to be? 22 23 A. Yes. 24 MS. DANILOVA: Of course, they were 25 MR. DANILOV: there was no any other way. There

	Svetlana I	Danilova and Pavel Danilov April 9, 2014 139
		is maybe there is other way, but other way
2		didn't work so it's just there was only one
3		way which was working.
4	BY MR.	
5	566.	Q. Section two, the purpose, reads,
б		***"The borrower shall use the principal sum for
7		the investment purposes at his discretion."
8		A. Yes. And I'm the borrower.
9	567.	Q. Were there any limits on your discretion?
10		A. No.
11	568.	Q. And then it reads,
12		***"The borrower shall provide interest income on
13		the outstanding principal balance of the loan
14		calculate annually to make the lender's total
15		taxable income minimal, but enough to cover all
16		mandatory living expenses such as, but not
17		limited to, household expenses, automobile
18		expenses, insurance premiums, et cetera."
19		A. Yes. And basically that comes to
20	569.	Q. Who determined
21		Ato definitive number because 20,000 annual
22	income in	Canada is not taxable. So Nikityuks will always
23	was close	to double to 20,000.
24	570.	Qwho decided what all mandatory living
25	expenses	were?
		:
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Svetlana Danilova and Pavel Danilov April 9, 2014 140 ______ ____ A. common sense. J_ 2 571. Q. Whose common sense? MS. DANILOVA: Four people living together. We 3 4 had same... MR. DANILOV: Is family. 5 6 MS. DANILOVA: ...we had same expenses. 7 MR. DANILOV: It was the same family. Four people living together. 8 BY MR. 9 10 572. Q. Your... MS. DANILOVA: We shared everything. 11 12 BY MR. 13 573. Q. ... your -- so your testimony is that all four 14 of you... 15 MS. DANILOVA: Mm-hmm. MR. BORNMAN: ... the Danilovs and the Nikityuks 16 17 MS. DANILOVA: Mm-hmm. Mm-hmm. MR. BORNMAN: ...together decided what were 18 mandatory living expenses? 19 MS. DANILOVA: Mm-hmm. 20 21 MR. DANILOV: Yes. Sure. 22 MS. DANILOVA: Mm - hmm. 23 BY MR. 24 574. Q. Was there ever a disagreement between the 25 Nikityuks and Danilovs as to what was a mandatory living

Svetlana Danilova and Pavel Danilov April 9, 2014 141 ______ _ _____ expense? 1 2 Α. Give me an instance, I cannot imagine how that disagreement would actually work. 3 Was there ever a disagreement as to what . . . 4 575. Q. MS. DANILOVA: They had -- they had everything 5 they could dream about. They... 6 7 MR. DANILOV: Yeah, well. MS. DANILOVA: ... they had a car in their 8 9 possession, what was MR. DANILOV: Basically everything was listed in 10 11 that email. 12 MS. DANILOVA: Mm-hmm. MR. DANILOV: That was kind of, you know, we list 13 what they can afford, but we provide much more 14 15 than that. If if we go in that email through every promise, or whatever they call it, which 16 17 was made there like how much is car, how much is 18 insurance, how much is accommodation, how much is food, everything, it will turn out that we 19 20 provide twice of that, so - - so no point. And I 21 actually have a -- the cheque or -- well, receipt they called, receipt for every can of beer, it's 22 23 all in the system. 24 BY MR.

25 576. Q. In the agreement it indicates,

Svetlana Danilova and Pavel Danilov April 9, 2014 142 l. ***"All mandatory living expenses including, but 2 not limited to household expenses, automobile 3 expenses, insurance premiums, et cetera." 4 What expenses were counted in the et cetera? 5 A. TV, internet. They needed Russian TV so that was paid from those expenses. 6 7 577. Q. What about medicine? A. No, medicine it was -- it was discussed 8 9 separate at the very beginning that that stuff they pay from their pension. That what their pension was for, 10 actually, and we didn't touch it at all, ever. They use it 11 on their own discretion and they were supposed to use it 12 13 for their medical expenses. 14 578. Q. So what kind of expenses are counted in 15 household expenses? 16 A. Well, in this case when we -- when we all 17 live in the house it's all household expenses. It's gas, electricity, water, sewer, mortgage interest, home 18 19 insurance, whatever. 20 MS. DANILOVA: Food. 21 MR. BORNMAN: Does it include food? 22 MS. DANILOVA: Food. Yes. 23 MR. DANILOV: Household, yes. 24 MS. DANILOVA: Cleaning supplies. MR. DANILOV: All groceries:. 25

Svetlana Danilova and Pavel Danilov April 9, 2014 143 1- $b y_{JV!K} \bullet bU.KI \setminus IMAN$ 579. Q. And what's counted -- is anything else in 2 household expenses? 3 4 MS. DANILOVA: Two cars, did you put it? 5 MR. DANILOV: No, it's (inaudible). MS. DANILOVA: He ask in household. 6 7 MR. DANILOV: Well, I actually have the entire printout what was accountive there, like, I can 8 9 provide that. BY MR. BORNMAN: 10 O. Well I'm more interested in what this 11 580. 12 agreement means. These ... 13 A. Yeah, household... MS. DANILOVA: Mm-hmm. 14 15 MR. DANILOV: ... expenses. Every -- everything 16 which is more or less related to living in the household. 17 18 MS. DANILOVA: By definition ... MR. DANILOV: By definition. 19 20 MS. DANILOVA: ... I would ; ay. 21 MR. DANILOV: Household expenses. Yeah. 22 BY MR. BORNMAN: 23 581. Q. And what's counted in automobile expenses? 24 A. Lease, insurance, maintenance. Q. Anything else? 25 582.

Svetlana Danilova and Pavel Danilov April 9, 2014 144 Α. Gas. And how about insurance premiums? 2 583. Ο. 3 A. Yeah, well it's separate here, but well I 4 already told you that there were -- there is home insurance 5 and there is automotive insurance. Okay. It's separate --6 insurance is separate. 0. Is there anything else that this agreement 7 584. 8 covers that we haven't mentioned with respect ... 9 A. I don't think so. Maybe you can give me an idea is -- I'll tell you yes or no because it's like a lot 10 11 of good stuff and I might forget something. 12 585. Q. ...moving onto section three titled, 13 Repayment? 14 Α. Yes. 15 586. Q. It reads, *** "The repayment of the principal amount of said 16 17 loan has not been specified in this agreement as 18 the purpose of the above said loan for the lenders is to generate lifetime support income." 19 20 Exactly. Α. 21 587. Is lifetime support income different than Q. mandatory living expenses? 22 23 A. No, it's the same thing. 24 MS. DANILOVA: Generated to cover mandatory 25 living expenses.

Svetlana Danilova and Pavel Danilov April 9, 2014 145 M. DANILOV: Okay. Income it's -- it's .1 2 basically interest which is coming from the loan 3 and that income is being used to cover all those expenses so from this -- well, perspective, it's 4 5 different because income is created and expenses is debit, but basically it's the same, just money 6 7 going back and forth. 8 MS. DANILOVA: According to this loan agreement 9 we agreed to provide income to cover enough to 10 cover mandatory living expenses on a monthly 11 basis. 12 BY MR. Q. And the amount of money that's paid for 13 588. 14 mandatory living expenses is determined how? 15 Α. By expenses. It's determined by what expenses are actually 16 589. Ο. 17 incurred? Yes. Α. 18 590. And where is that explanation in this 19 Q. 20 agreement? 21 Well it looks like there is no explanation, Δ but again this agreement was prepared for the purpose to 22 work with CRA to make income split in the family. And CRA 23 didn't request any explanation. 24 25 591. 0. Is it fair to say that when you prepared the SIMCOE COURT REPORTING (BARRIE) INC. 134 Collier Street, Barrie, Ontario L4M 1H4

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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?

 3
 A. The mandatory living expenses they are

4 determined by some kind of common sense which was discussed years before because Nikityuks were here twice. They could 5 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 be reasonable and, well, it was reasonable to rent one 8 9 bedroom apartment for them and not three bedroom apartment. 10 It was reasonable to lease like not very expensive car, let's say small Honda Civic, but not the -- the latest 11 12 Mercedes. Everything supposed to be reasonable and if let's say Valentin says me, 'Okay. I want new BMW.' 13 would say, 'Forget about it. It's not mandatory living 14 15 expense. '

16 592. Q. Help me here because I'm still trying to 17 understand the nature of this agreement, but as best I 18 understand it there's a contract -- a loan agreement which 19 gives the borrower the discretion to use the principal as 20 they wish...

A. Mm-hmm.

22 593. Q. ... unfettered discretion.

A. Mm-hmm.

24 594. Q. And in return interest payments must be 25 made...

Svetlana Danilova and Pavel Danilov April 9, 2014 147 ______ 1 A. Mm-hmm. ... to cover mandatory living expenses? 2 595. Ο. 3 Mm-hmm. Α. 596. Q. And what constitutes mandatory living 4 5 expenses and the schedule with which those mandatory living 6 expenses are paid is determined on agreement between all 7 the parties? 8 A. Well... 9 MS. DANILOVA: What indicates mandatory living expenses in sponsorship agreement. 10 11 MR. DANILOV: ...it's not important about 12 sponsorship agreement. 13 BY MR. 14 597. Q. No, but we're -- we're talking about ... 15 A. Definition is... 16 598. Q. ... the loan agreement. 17 Α. ... there is a definition of mandatory living 18 expenses in sponsorship agreement, but well in this specific case what was happening, Nikityuks were coming to 19 20 Canada. 21 599. Q. No, I think we've gone over the story. What I'm interested in is the terms of the agreement and I've 22 23 repeated back to you my understanding of your testimony and 24 I'm asking you, do -- is that correct or is there -- or have I got it wrong? 25

Svetlana Danilova and Pavel Danilov April 9, 2014 148 _____ := _____ = ____ = ____ = ____ = 1 A. I'm not sure what correct and what wrong, please repeat your question. 2 3 600. Q. The loan agreement. 4 Α. Yes. 5 Q. ...gives the borrower ... 601. 6 Α. Yes. 7 602. ...unlimited discretion to use the principal? Ο. 8 Α. Yes. Q. And in return, interest payments are made, 9 603. but the amount of interest payments ... 10 Mm-hmm. 11 Α. 12 604. Q. ... is determined by what counts as mandatory 13 living expenses. And what counts as mandatory living 14 expenses is determined by agreement between all parties; is 15 that correct? 16 Α. I think yes because to determine the 17 mandatory living expenses we had actually to negotiate in 18 the family all together, like, what is reasonable and what is not. So we all decide that, okay, Nikityuks live 19 20 together with us in the house and those house expenses 21 become household expenses mentioned in this agreement and we pay them 50 50. And so far with all others -- other 22 23 items actually. 24 605. Q. And is it true that the schedule by which 25 those payments are made is also determined by agreement SIMCOE COURT REPORTING (BARRIE) INC.

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between all parties? I'm reading the text from the
 document you prepared.

A. Yeah, well, schedule verbal agreed between the lenders, yes, sure. And basically that schedule it -it depends more on the third parties when they, you know, issue bills. We can discuss them as much as we want, but we have to pay our bills and that's what determines the schedule.

9 606. Q. Are there any additional terms to this loan10 that are written down somewhere else?

11 A. No, I don't think so, but there are two more 12 terms at the end. Well, additional which might -- maybe... 13 607. Q. Additional to this document?

14 A. ... yes. There is one important part to this 15 document. Basically what's happenin9 after Nikityuks pass 16 off. And it's not specified here because the loan 17 agreement is designed to provide lifetime support for them, 18 but it doesn't say anything what's happening with the principal after Nikityuks pass off. And there is another 19 part of their document package which was prepared and 20 21 signed by all parties, it's Nikityuks wills. And that will says that everything Nikityuks own it goes to Svetlana. 22 23 Q. Okay. Let's return to that in a moment. Is 608. 24 there anything in this agreement that explains what happens 25 if the parties cannot agree on what counts as mandatory

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1 living expenses or if the parties cannot agree on an

2 interest payment schedule?

3 A. No, I don't think so because at the time when 4 this agreement was prepared we couldn't imagine such a situation. We were going to live all together as a happy 5 6 family, and we did until Yana Skybin showed up. 7 609. 0. Was this document translated into Russian? 8 A. Yes. It was translated in writing into 9 Russian with Svetlana's handwriting, actually, and that handwriting copy was provided to Nikityuks and they have it 10 somewhere still. 11 12 610. Q. Do you have a copy? 13 A. No, we didn't need to because -- well, basically we only cared about their understanding what's in 14 15 this agreement and Svetlana was just sitting and just 16 writing for them item by item and we gave that ... 17 MS. DANILOVA: Explaining. 18 MR. DANILOV: ...handwriting copy to them. 19 That's it. 20 BY MR. 21 611. Q. And that handwritten copy, did you provide it 22 -- when did you provide it? 23 When they -- they were signing, right at that Α. 24 time. 25 612. Q. And you said that was actually January ... SIMCOE COURT REPORTING (BARRIE) INC. 134 Collier Street, Barrie, Ontario L4M 1H4 Bus: (705) 734-2070; Fax: (705) 734-2328

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Svetlana Danilova and Pavel Danilov April 9, 2014 151 1 MS. DANILOVA: January... MR. BORNMAN: ...2009? 2 MR. DANILOV: January 2009. And we actually when 3 4 they came just when they came to Canada, we 5 told them that there will be some agreement which б will sign later. 7 MR. BORNMAN: Okay. 8 BY MR. 9 613. Q. Now you mentioned the wills and you said that it was a verbal term to this agreement that the Nikityuks 10 execute wills in favour of Svetlana? 11 12 Α. Exactly. Q. Were there any other verbal terms to the 13 614. 14 agreement? 15 To the agreement, no. Α. So on page 58 of your defence to counter 16 615. Q. 17 claim, at paragraph 62? 18 Α. Can I have page what, I'm sorry? Fifty-eight? 19 616. Q. 20 Α. Mm-hmm. 21 617. Q. Paragraph 62 indicates that the loan doesn't have a cash out option because its purpose is to generate 22 23 lifetime income for the Nikityuks? 24 A. Yeah. 25 618. Q. Am I to understand that is not a verbal SIMCOE COURT REPORTING (BARRIE) INC. 134 Collier Street, Barrie, Ontario L4M 1H4 Bus: (705) 734-2070; Fax: (705) 734-2328

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Svetlana Danilova and Pavel Danilov April 9, 2014 152 _____ 1 agreement ... 2 Α. But it's right in the agreement. ***"The repayment of the principal is said loan 3 4 has not been specified in this agreement as the 5 purpose of the above said loan for the lenders is to generate lifetime support income." 6 7 That's cash out option. 8 Q. ... you're referring to section three of the 619. 9 loan agreement? 10 Α. Yes. Thank you. Now at -- on page 66 of your 11 620. Ο. defence to counter claim, actually, page 65 you describe 12 the event leading up to the signing of the loan agreement. 13 You've mentioned the translation and the sentence, it 14 15 starts at the bottom of 65, ***"For the Nikityuks the Russian translation of 16 17 the loan agreement on paper was provided which still should still be somewhere at their 18 19 disposal, but even if they want to hide it and 20 pretend they didn't understand what they were 21 signing back then, it's irrevelant because the 22 Nikityuks were well aware of the terms and 23 conditions of the agreement since 2004 and they 24 admit they accepted the email offer in Russian 25 which is basically states the same."

Svetlana Danilova and Pavel Danilov April 9, 2014 153 A. Yeah. 1 2 MS. DANILOVA: As it was, I was going to actually 3 tell before that it's basically the same. 4 MR. DANILOV: Yeah, it's basically the same. 5 MS. DANILOVA: Yeah. б BY MR. 7 Q. Your position is it's basically the same ... 621. 8 MS. DANILOVA: Exact same. 9 MR. BORNMAN: ...as the January 27th? MR. DANILOV: They understood all the terms. 10 11 They give us all the money. That money never go back to them and I pay them interest for lifetime 12 13 support. That's basically the basic terms. 14 BY MR. 15 622. Q. So the Nikityuks could rely on the January 27th, 2008 email to understand the terms of the loan 16 17 agreement? MS. DANILOVA: In respect 18 MR. DANILOV: If they want to -- if they want to 19 call it offer, I don't care. 20 BY MR. 21 22 623. Your this is -- this is your pleading ... Q. 23 Α. Mm-hmm. 24 MS. DANILOVA: ... yeah, in respect of ... 25 MR. BORNMAN: ...defence - sorry.

Svetlana Danilova and Pavel Danilov April 9, 2014 154

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

3 MR. TIMOKHOV: You already had an answer. It was 4 pretty much -- it was not a part of the 5 agreement, but it was a calculation on the 6 heading of the email said Canada calculation 7 because they didn't have (inaudible) option on 8 their system. That would be ones there was 9 provided in the beginning of examination. 10 MR. BORNMAN: With all due respect, that's not 11 much of an answer because I'm -- we have in the 12 pleading, unless you are resiling from the 13 position in the pleadings, it says that, ***"The 14 Nikityuks were well aware of the terms and 15 conditions of the agreement since 2004 and they 16 admit they accepted the email offer in Russian 17 which basically states the same. Basically 18 states the same as the loan agreement."

19 So what's....

20 MR. TIMOKHOV: The answer we go -- we go around 21 it for three hours after sitting there just -- I 22 I can't -- you asking the same questions, I 23 just -- but the answer was that the terms of the 24 agreement were in 2004 to provide Nikityuks with 25 basic support. Not (inaudible) years, but it

Svetlana Danilova and Pavel Danilov April 9, 2014 156 1 were. 2 Α. Well, agreements come with the story. Q. Well, we don't have a lot of time and unless 3 628. you'd like to pay for another day of examinations, I 4 5 suggest you tell me what the agreements are and take it 6 from there? 7 Α. Well, first agreement was to live together. 8 629. Q. And when was that agreement made? 9 Α. And that agreement was made well, see we rented apartment for Nikityuks and about few days before 10 their arrival, I believe it was May 2008 or something like 11 12 that, we went to Innisfil and visited Pratt Home office and 13 the builder notified us that despite of normal practice of 14 delaying closing dates, they are not expecting a delay of 15 closing date on this specific case, so. 16 630. Q. When -- when did you make an agreement with 17 the Nikityuks about living together? 18 A. Before they came ... MS. DANILOVA: Came. 19 20 MR. DANILOV: ...in June. MS. DANILOVA: I did it. 21 MR. DANILOV: Yes. And... 22 23 MS. DANILOVA: Again. MR. DANILOV: ... they actually talked us into 24 25 this because we were going to sell the house. It

Svetlana Danilova and Pavel Danilov April 9, 2014 157 1 was -- well, potential like 500 percent profit, but they were like, 'Okay'... 2 3 BY MR. 4 631. This was a verbal agreement made on the Q. 5 telephone? 6 Α. ...yes. 7 MS. DANILOVA: It was me again. We were going to 8 flip the house. The purchase this house to flip. 9 I had a communication with the agent to flip the new house. And then same t.hing, during my 10 11 conversation with my mom then she accepted the 12 terms of the email it was after -- well after. She knew that we rented an apartment for them. 13 She knew that I communicated floor plan to her, 14 15 but at some point during the conversation with my mom she just ask, 'Please, we saw this Innisfil. 16 17 We want to go -- we want to live by the lake. 18 You know we need fresh air. We are cancer survivors. We -- it will be same thing as St. 19 20 Petersburg to live in a small city, living in Etobicoke apartment. Please do some -- of course 21 22 we want to live in a house'. 23 MR. BORNMAN: So the agreement to live together 24 happened after the email, but before the 25 Nikityuks arrived in Canada?

Svetlana Danilova and Pavel Danilov April 9, 2014 158 MS. DANILOVA: Came -- yes. 1 2 MR. DANILOV: A few days before. MS. DANILOVA: And I accepted. I accepted that 3 4 my -- my mom's... 5 MR. BORNMAN: Okay. 6 MS. DANILOVA: ...wish to live by the lake. 7 BY MR. 8 632. Q. When -- what other agreements were there? 9 Α. Okay. So basically they insisted on us living together because ... 10 11 Q. Okay, we got that one. 633. 12 Α. ... because they were as, Alla told yesterday, they were like blind kittens and they couldn't actually 13 14 live alone. 15 634. O. What was the agreement, let's start with what the agreement was and work backwards, what's... 16 I -- I have to come to that. 17 Α. 635. 18 Ο. ... what's the other agreement? 19 Α. I have to come to that, actually, so you -you see the -- the situation here. ..Z\.nd we later -- little 20 21 bit later we agreed to that for some time we'll live 22 separately from them until our daughter actually separates 23 and it was very hard because I had to commute and had to --24 to come to our new house like every ... 25 636. Q. What's the agreement, Mr. Danilov?

Svetlana Danilova and Pavel Danilov April 9, 2014 159 1 A. ... the agreement was -- the next agreement was that for some time we'll be living separately and come 2 to the house on the weekly basis to take care of them. And 3 later in 2009 when we actually moved to Innisfil, daughter 4 separated and -- moved out, actually, not separated. 5 Daughter moved out, we stopped renting apartment in б 7 Etobicoke. We moved to Innisfil and we -- Svetlana, actually, enrolled Nikityuks to YMCA English courses. 8 9 637. Q. This... A. This is about conduct. 10 11 MS. DANILOVA: Mm-hmm. 12 MR. DANILOV: (Inaudible) 13 BY MR. 638. Q. Right. Okay. Let's -- let's return to the 14 15 loan agreement. At the time you signed the loan 16 agreement ... 17 A. Mm-hmm. 18 639. Q. ... you indicated there was a verbal agreement with respect to the wills? 19 20 Α. Mm-hmm. 21 640. Q. There had been a verbal agreement made that you would live together in Canada? 22 23 A. Yes. 24 641. Q. There was a verbal agreement that you would 25 live separately until your daughter ... ______ ____ SIMCOE COURT REPORTING (BARRIE) INC.

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Svetlana Danilova and Pavel Danilov April 9, 2014 160 1 A. No, we will separately. 642. Q. ... that you would live separately until your 2 daughter finished school? 3 4 Α. Move out. 5 643. Ο. Move out. She didn't finish school at the time. 6 Α. 7 Until she moved out? 644. Ο. 8 Α. Yeah. 9 645. Ο. Were there any other verbal agreements made at that time? 10 11 Not that time later, when they enrolled ... Α. 12 646. Ο. Okay. 13 Α. ... to YMCA courses. 14 647. Ο. Okay. But I just want to make sure that 15 we're clear as to what all the verba agreements were at 16 this point in time? 17 A. What specific ... 18 648. Q. At the point in time... 19 Α. ...point of time. 20 649. Q. ... the point in time when you signed this 21 loan agreement, which would have been ... 22 A. Oh, when we signed this specific loan agreement that's pretty much it. 23 24 650. Q. ...okay. 25 Α. It was January 2009. SIMCOE COURT REPORTING (BARRIE) INC. 134 Collier Street, Barrie, Ontario L4M 1H4

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Svetlana Danilova and Pavel Danilov April 9, 2014 161 Q. Okay. Where is the 260,000 today? 651. 1 A. Most of it -- I would say all of it, was lost 2 3 in the 2008, 2009 market crash. 4 652. Q. If my clients are successful at trial and 5 suing for its return, do you have \$260,000 of assets... 6 Α. No. Q. ... at this time? 7 653. 8 Α. No. 654. 9 To which account did Valentin Nikityuk Ο. transfer the money? 10 It was our joint account. 11 Α. MS. DANILOVA: He didn't transfer the money. 12 MR. DANILOV: Yeah. Valentin Nikityuk didn't 13 14 transfer... MS. DANILOVA: Valentin didn't... 15 ...Alla transferred. MR. DANILOV: 16 17 MS. DANILOVA: ...we didn't deal with him. BY MR. BORNMAN: 18 19 655. Q. To which account did Alla Nikityuk... 20 MS. DANILOVA: He lied in his affidavit. He lied 21 in his affidavit saying that he transferred the 22 money. BY MR. BORNMAN: 23 24 656. Q. Okay. To which account did Alla Nikityuk ... 25 Α. It was account in TD joined with Svetlana and

Svetlana Danilova and Pavel Danilov April 9, 2014 162 _____ mine. 1 2 657. Q. And have you produced statements for that 3 account? 4 Α. For what period of time? Yes, I think we 5 did. Can you take me to the account statement 6 658. Q. 7 for... 8 A. I suppose I can. 9 MS. DANILOVA: We produced all the accounting of 10 that time. 11 MR. BORNMAN: Let's -- let"s just take a break 12 here. MS. DANILOVA: Uh-huh. 13 14 (Off Record) 15 BY MR. Q. Before we went off the record I asked you, 16 659. Mr. Danilov, to which account the money was transferred. 17 While we were off the record you've directed me to Tab 29 18 19 of Volume 4 of the document brief of the plaintiffs. What 20 is this document? This is printouts from TD Bank -- well, we 21 Α. 22 can consider them as statements at that specific time 23 because the actual statements they are not available at 24 this point because it's like too late, but those are 25 those have the same information as statements.

Svetlana Danilova and Pavel Danilov April 9, 2014 163 1 660. Q. And there's an entry dated April 2nd, 2008 that's underlined, a credit for \$14,107. That's the 2 3 receipt ... 4 A. Yes. 5 661. Q. ... of the wire transfer? б Α. Yes. 7 662. Q. I'd like to turn you to the summary at Tab 31 of the same volume? 8 9 A. Okay. 10 663. Q. Could you briefly tell me what this document 11 is? A. This is the summary of -- well, basically 12 it's the accounting of proceedings from the Russian 13 14 property transferred to us by Nikityuks in 2008 and all transactions related to that through attached accounts. 15 16 664. O. The column with the header, Source/Destination of Funds in Canadian Dollars... 17 A. Mm-hmm. 18 19 665. Q. ... what is that column, what's the information that's in that column? 20 21 A. Um, there are actually four subcolumns . . . 22 666. Q. Right. 23 A. ... there, yeah, from Danilovs means that 24 money came directly from our accounts. To Danilovs means 25 that money was withdrawn to our accounts, mine with _____ SIMCOE COURT REPORTING (BARRIE) INC.

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Svetlana Danilova and Pavel Danilov April 9, 2014 164 ______ Svetlana. From Nikityuks means that money originally 1 transferred from Nikityuks and ... 2 667. Q. And to Nikityuks ... 3 4 A. To Nikityuks... Q. ... is money transferred? 5 668. 6 A. ... to Nikityuks -- money transferred to 7 Nikityuks, yes. Q. And my understanding is that as of March 8 669. 9 31st, 2008 there was a little over \$40,000 invested that 10 was comprised of monies belonging to you? 11 A. Yes. 12 670. Q. And then on April 2nd, 2008 we have a transfer of \$14,107... 13 A. From TD -- no, to TD from Nikityuks to... 14 15 671. Q. ... and that's the that -- those funds are 16 the first wire transfer ... 17 A. Yes. O. ...from the ... 18 672. In the common section it says, ***"First 19 Α. transfer from Russia" it was garage. 20 21 673. Q. ... and this was money sent to you by the Nikityuks? 22 23 A. Yes. 674. 24 Q. And then on May 16th, 2008 there's a credit of 30,000 just shy of \$31,000 and the comment is, 25 ______ SIMCOE COURT REPORTING (BARRIE) INC. 134 Collier Street, Barrie, Ontario L4M 1H4

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Svetlana Danilova and Pavel Danilov April 9, 2014 165 ***"Second transfer from Russia", those were also money 1 transferred by the Nikityuks? 2 3 Α. Yes, garage -- no, it was cottage house. 4 675. That's for the cottage? Ο. 5 Α. For the cottage house, yeah. б 676. Q. And the first transfer for the garage? 7 Α. First transfer was for the garage, yes. 8 677. Q. And then on March 28th, 2008 we have a credit of \$107,831, and the comment is ***"Third transfer from 9 Russia, first half of the apartment in U.S. dollars"? 10 11 Α. Yes. 12 that's the third wire transfer from the 678. Ο. 13 Nikityuks? 14 Α. Mm-hmm. Q. And then on June 10th, 2008 we have another 15 679. credit of almost \$108,000, it's 107,875 and it's comment 16 17 is, ***"Fourth transfer from Russia, second half of apartment, 51,640 Canadian dollars Svetlana's'', that amount 18 being in U.S. dollars, the total amount? 19 20 A. Yes. Yes. 21 680. Q. And that's the fourth and final wire transfer of Nikityuk's money? On April 18th, 2008 there's a 22 23 withdrawal of 14,000 -- \$14,085 and in the 24 source/destination of funds it notes that 10,428 is to the Danilovs and 3,657 it to the Nikityuks and the comment 25

Svetlana Danilova and Pavel Danilov April 9, 2014 166

2 money withdrawn?

1

3 Α. Because there were a lot of expenses related to settlement of -- settlement of the family in the new 4 house. We had to buy a lot of stuff, like furniture, 5 appliances, all kinds of stuff. And they were distributed 6 7 proportionally because at that point -- at the Interactive Brokers account there was a mixture of funds originally 8 from Danilovs and from Nikityuks and based on that 9 10 proportion at every specific point all destinations were source of destination. 11 calculated

12 681. Q. Do you have an itemized account of what was 13 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

19 682. Q. Can I have an account of how that money was20 spent including any receipts still in your possession?

A. You can, but it's going to take a while. Allstatements are on the USB.

23 MR. BORNMAN: Is that -- do I have an undertaking 24 for that?

25 MS. DANILOVA: They are already there. They're

Svetlana Danilova and Pavel Danilov April 9, 2014 167 _____ _____ 1 already on USB. 2 MR. TIMOKHOV: I think you have been provided 3 with... 4 MS. DANILOVA: Yeah. Everything is there. 5 MR. DANILOV: If you -- if you want to 6 go through all this accounting, you can do that (inaudible), but I don't have to comment on any 7 8 specific transaction, I guess. 9 BY MR. O. Can can you tell me exactly what the 10 683. excuse me, can you comment can you tell me 11 30,000 exactly what you spent the \$14,085 on? 12 It was April, right. At this point I cannot 13 Α. tell you exactly. I cannot. 14 15 684. Q. Can you undertake to provide me with an 16 answer to that question? 17 Α. Suppose I can. It's not a problem. 18 MR. TIMOKHOV: My client undertakes to provide 19 things best of his knowledge if he has records. 20 MR. DANILOV: I have all the records and you have 21 all the records, actually. If you want you can 22 take a look at those. MR. TIMOKHOV: Or he will refer you to his 23 documents in the (inaudible). 24 25 MR. DANILOV: I see where it is going to, if you

Svetlana Danilova and Pavel Danilov April 9, 2014 168 _____ want me to provide you with all the records about 1 2 -- about all those transactions then probably we 3 need another half a year for this examination. 4 BY MR. BORNMAN: 5 685. Q. So your testimony is that it will take you 6 six months to produce details with respect to the 93,000 7 that were withdrawn from the investment brokers account ... 8 A. No, it's not. 9 Q. ...between April 2nd, 2008... 686. It's sarcasm, okay. 10 Α. ...and July? Okay. I need a -- I need an 11 687. Ο. accurate answer to this question, we'll do this ... 12 13 I cannot provide you... Α. 14 688. Q. ...we'll do this all at once. A. ... with an accurate answer. It's possible to 15 get accurate answer because I have all the statements, all 16 my records are in perfect condition. I can print them out 17 I can provide that information, but you -- if you 18 for you. want, you can do that yourself because you have all this 19 accounting at your disposal. You already received all 20 21 those documents in our production. O. It's not my job to sift through reams and 22 689. 23 reams of data, Mr. Danilov. What I'm asking for is an 24 account of the \$93,700 that were withdrawn from the investment brokers account between April 2nd, 2008 when the 25

Svetlana Danilova and Pavel Danilov April 9, 2014 169 _____ 1 first wire transfer arrived and July 23rd, 2008 which is 2 one day after you withdrew \$88,900. May I have a undertaking, please, that you will produce an account of 3 4 what that money was spent on including any original 5 receipts that are in your possession? 6 Yeah. Α. 7 MR. TIMOKHOV: We already provided an undertaking 8 that my client will go the best of his knowledge 9 and otherwise he will refer you to his documents 10 in his possession, if he has any documents in his 11 possession. UNDERTAKING NO. To produce an account of what 12 13 the \$93,700 was spent on between April 2, 2008 and July 23, 2008, including original receipts. 14 15 MR. DANILOV: So which line is that, what -- what date. Date was that -- April 4th, April 18th. 16 BY MR. BORNMAN: 17 O. Between April 2nd, 2008 and July 23rd, 2008. 18 690. 19 July 23rd? Α. 20 Q. That's right. July 22nd being the 691. 21 transaction I wish to ... 22 A. Well, in this specific period of time I can 23 approximately tell you where that money came from. If you need original receipts after that I can provide that too, 24 but basically there was furniture, there were appliances 25 ______

Svetlana Danilova and Pavel Danilov April 9, 2014 170 1 for the new house and what else. There were some moving expenses -- yeah, okay, I'll provide you with the receipts. 2 So between April 15th and July -- July -- what July? 3 4 692. Q23rd. 5 July 23rd, okay. Α. MS. DANILOVA: So was -- even I remember that it 6 7 was a mattresses we bought for them among the 8 money spent, it was two mattresses, it was all 9 the furniture to furnish their rooms. 10 MR. DANILOV: It was two storeys house. 11 MS. DANILOVA: Can you imagine people moving in a 12 new house and can you imagine expenses as I say 13 we are four people moving into a new house. 14 That's what the money went. 15 BY MR. 16 693. Q. The -- on the bottom line of the summary, the 17 total portfolio value is listed as 9,106 on December 31st, 2008; is that correct? 18 A. December... 19 20 Q. 31st 2008 the total portfolio value in 694. Canadian dollars is listed as \$9,106, is that amount 21 22 correct? 23 A. Yes. We can... 24 695. Q. And . . . 25 A. ...we can take a statement of December 2008

Svetlana Danilova and Pavel Danilov April 9, 2014 171 and I'll show you this number in the statement. 1 696. Q. In the first column, with the four 2 3 subcolumns . . . 4 A. Mm-hmm. 5 697. Q. ... you have an amount of 15,871 to the Danilovs, what's -- what's that amount, is that a total 6 7 is that a fally of the column? 8 A. This last column in the common section says, ***"Portfolio loss in 2008". 9 10 698. Q. And so... 11 A. And portfolio loss was calculated proportionally based on the shares in the portfolio -- of 12 the mixed portfolio, actually, between Danilovs and 13 14 Nikityuks. 15 699. Q. ... so let's come back to that in a moment. take it that between April -- in the year 2008, and in 16 fact, more precisely between October 15th and December 31st 17 you incurred \$198,000 loss? 18 19 A. Yes. 20 700. Q. Between October and -- between October 15th and December 31st did you transfer any assets in this 21 portfolio, including stocks, to another account? 22 A. Portfolio in this case means all accounts. 23 24 701. Q. Did you transfer any assets including any 25 stocks from the portfolio described on this spreadsheet to

Svetlana Danilova and Pavel Danilov April 9, 2014 172 an account that is not on this spreadsheet? 1 2 A. No. Never. Again, I just want to clarify 3 one thing. This spreadsheet is not about one account. This spreadsheet about several accounts which overall form 4 5 the portfolio. Those accounts it's Interactive Brokers 6 account, it's CIBC account, there may be some TD accounts, 7 all kinds of accounts. 8 702. Q. But you have accounts that are not part of 9 this portfolio, correct? A. Yes, I have. Sure. 10 11 703. Q. Between October 15th and December 31st... But they are not touched -- yes, I didn't 12 Α. transfer any assets between them, no. Those are not 13 14 touched. Q. ... okay. You interrupted my question so I 15 704. just want to make it clear for the record. Your testimony 16 17 is that between October 15th and December 31st, 2008 you did not transfer any assets, including any stocks, from 18 19 accounts in the portfolio to accounts that are outside the 20 portfolio; is that correct? 21 A. Yes, it's correct. I can make more general 22 statement, actually, I never... 23 705. Q. What -- what I would like ... A. I never transferred ... 24 25 706. Q. ...sorry.

Svetlana Danilova and Pavel Danilov April 9, 2014 173 _____ 1 A. ... I never transferred any assets from this portfolio, which includes several bank accounts involved in 2 3 this specific process, to any my accounts which were not designed for supporting Nikityuk. This was always isolated 4 5 system. Q. The -- the documents that you have produced 6 707. do not show me the sequence of transactions between October 7 8 15th and December 31st, will you give me a statement showing the transactions in chronological order, between 9 10 the dates of October 15th and December 31st? 11 A. Between October 15th, 2008 and December 31st, 2008. 12 13 708. Q. Yes, please. 14 I gave those statements to you. Α. 15 709. Q. Those statements do not appear in 16 chronological order, Mr. Danilov. 17 A. You have the statement for the entire 2008 year produced by Interactive Brokers. It's a huge 18 19 statement there are like ... 20 710. Q. Yes. A. ...hundreds of transactions over there. They 21 22 are more or less in chronological order that's how 23 Interactive Brokers produces them. I'm not going to do with that anything with that statement. It's impossible, 24 25 it's PDF file.

Svetlana Danilova and Pavel Danilov April 9, 2014 174 711. Q. So that's a refusal? 1 A. Yes, because it's ridiculous. 2 MS. DANILOVA: It's how Interactive Brokers 3 produces the statement for tax return purposes, 4 5 for all kind of purposes in Canada. 6 MR. DANILOV: You have all the statements. 7 BY MR. Q. Can you show me, here we have all the 712. 8 Interactive Broker statements for 2008, can you show me 9 where you incurred that \$198,000 loss? 10 Sure. Not a problem. If I can find anything 11 Α. 12 in here. So, how it's organized, it's 2008 we are referring to, right? Yes, trades it's -- you have a tab 13 here see, those are... 14 15 713. Q. Show me ... 16 A. ...the trades. 17 714. Q. ... can you show me where you incurred those losses? 18 There are hundreds of transactions. It's not 19 Α. one transaction where incurred that loss. 20 21 715. Q. And you've provided me with a statement that 22 lumps the transactions by the security. What I need is an 23 account that shows me the transactions chronologically. 24 This statement that you've provided me is of little use and 25 you refuse ...

Svetlana Danilova and Pavel Danilov April 9, 2014 176 MR. DANILOV: It was trading. MR. BORNMAN: ... these thousands of trades. 2 3 MS. DANILOVA: It was trading. It's how it 4 works. 5 MR. DANILOV: You requested this accounting 6 (inaudible) want with it. 7 BY MR. BORNMAN: 8 716. O. Yes. The infor... 9 Α. I personally think that it's irrelevant 10 and I insisted that it's irrelevant on the because 11 motion you requested this accounting on because all money 12 were sent to us and basically Nikityuks don't care about 13 them anymore. Q. ... which stocks did you incur the greatest 14 717. 15 losses on? MR. TIMOKHOV: That is within the knowledge of --16 17 of your knowledge because you were provided all accounting, you can figure it out yourself. We 18 have limited time for examination and we have to 19 proceed with that. You can figure it out 20 21 yourself. MR. BORNMAN: This -- this information does not 22 23 assist me in seeing where the money went. The 24 order of Justice McDermott was that a account 25 would be provided as to what took place - what

Svetlana Danilova and Pavel Danilov April 9, 2014 177 ______ 1 happened with the money. What I've been provided with is many pages of transactions, that are not 2 3 sorted chronologically. They are sorted by 4 security. They are supported chronologically 5 within -- by security, but that does not provide 6 me with an information record as to what happened 7 to the savings between the dates of October 15th 8 and December 2008 when \$198,000 disappeared from 9 this portfolio. MR. TIMOKHOV: Mr. Danilov testified that this 10 money were lost. We provided you with a 11 12 accounting as to the losses in respect of particular securities. I think that Mr. Danilov 13 answers the question. If you have any further 14 questions it's within your power just to hire a 15 forensic accountant or just any accountant and to 16 17 review the statements. You requested the 18 accounting, it was provided to you. 19 MR. BORNMAN: Our position is is that the 20 production of this information is not in 21 compliance with the spirit of the order of Justice McDermott. 22 23 MR. TIMOKHOV: If you had problems with 24 production of the documents you had to address it

25 in the correspondence before the discovery.

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1REFUSAL NO.To provide chronological2accounting of transactions from Interactive3Brokers statements for October 15, 2008 to4December 31, 2008.

5 MR. DANILOV: May I make a suggestion here 6 because actually I can provide you with the 7 chronological transaction list, but it will not 8 be the official statement from Interactive 9 Brokers because Interactive Brokers they don't provide this kind of statements, it's impossible 10 11 to do that, but I can -- I can provide you 12 accounting from my own system where, basically, 13 all those transactions are repeated and I can 14 sort them in all kinds of order you want. My records are in perfect condition, but those will 15 not be official statements from Interactive 16 17 Brokers. They will be records from my own 18 accounting system if you want me to do that, I 19 can do that.

20 BY MR. BORNMAN:

21 718. Q. I will -- we would like that information.
22 A. Okay. It's not a problem, I can do that.
23 COURT REPORTER: So we have that undertaking?
24 MR. TIMOKHOV: Yes.
25 COURT REPORTER: Thank you.

Svetlana Danilova and Pavel Danilov April 9, 2014 179 1 MR. DANILOV: And what period you are interested in, the entire 2008, or? 2 3 MR. TIMOKHOV: It is the period between October 4 15, 2009 and December 31, 2009, you said, or 5 2008? MR. BORNMAN: Yes, 2008. 6 7 MR. TIMOKHOV: 2008, so it's a record between 8 October 15, 2008 and December 31st, 2008. 9 MR. DANILOV: December 31st, 2008. Sure. Not a problem. But while we have this understanding 10 that those are not official records from the 11 12 brokerage company because official statements you 13 have, I cannot do anything about that. 14 MR. BORNMAN: No, I have your refusal on the official statements. 15 UNDERTAKING NO. 3: To provide chronological 16 17 transaction list of securities from personal 18 records from October 15, 2008 to December 31, 19 2008. MR. TIMOKHOV: We didn't have refusal on the 20 official statements. My client testified that 21 22 he's not able to provide this -- the analysis you requested and it was in your power to organize 23 24 those records because you have it. 25 MR. BORNMAN: I asked for a chronological

Svetlana Danilova and Pavel Danilov April 9, 2014 180 _____ === 1 ordering of the Interactive Broker account 2 transaction activity for the period October 15th 3 to December 31st 2008 and you are refusing my 4 request for that information. 5 MR. TIMOKHOV: No, you asked for the same record 6 to be organized in chronological order and my 7 client testified that he's not able to -- to organize it in chronological order because that 8 9 software does not allow him to do it. However, my client said that he's ready to provide to you 10 for chronologically organized personal records 11 12 for the period between October 15, 2008 and 13 December 31st, 2008 with remark that these are 14 not official brokerage record those are just his personal notes. 15 MS. DANILOVA: How can he organize in....

MR. DANILOV: It's PDF file provided by the 17 18 brokerage company. I cannot do anything about 19 it. You understand it, right, you know what PDF file is, it's not editable. 20

16

MR. BORNMAN: I know that transaction records are 21 22 available from most financial institutions that provide you with summary of transactions 23 24 chronologically.

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

Svetlana Danilova and Pavel Danilov April 9, 2014 181 _____ _ _____ BY MR. BORNMAN: 1 2 Q. Can I direct you to Volume 4, Tab 20. On the 719. second page the fourth paragraph down you write, 3 4 ***"Currently the support payment is \$1,033 per month" ... I'm sorry. I think I'm look at different 5 Α. 6 document. 7 ...this is Volume 4... 720. Ο. 8 Α. Okay. 9 721. Q. ...Tab 20. Tab 20 and which document? 10 Α. 11 722. Ο. Second page. 12 Α. Second page. Okay. This is a letter... 13 723. Q. 14 Α. Yes. 15 724. Ο. ... that you sent to me on March 1st, 2013... Α. Mm-hmm. 16 17 725. Q. ...and you write, 18 ***"Currently the support payment is 1,033 per 19 month which annually is a little bit more than 10 20 percent of the remaining principal as the 21 Nikityuks insist under oath, but once my 22 obligations end it can easily go down as far as", and then you have some amounts that you've set out here, 10 23 percent -- how did you calculate... 24 25 A. I'm sorry, could you please point me with

Svetlana Danilova and Pavel Danilov April 9, 2014 182 _____ ____ _____ some kind of -- yeah, okay. 1 2 726. Q. ... can you explain to me how you calculated 10 percent of the remaining principal to be \$1,033 per 3 4 month? 5 MS. DANILOVA: Which paragraph. 6 MR. DANILOV: I'm still cannot having trouble 7 with finding that. Looks like is different ... MS. DANILOVA: Different document. 8 MR. DANILOV: ... I think I have different 9 document over here. 10 BY MR. BORNMAN: 11 12 727. Q. Are you in Volume 4? 13 A. Yes, but it may be I don't know. MS. DANILOVA: Four 14 six. 15 MR. TIMOKHOV: Mr. Danilov can refuse to answer 16 this question on the basis of settlement 17 privilege because it's based upon (inaudible) prejudice on the first page of the correspondence 18 19 however Mr. Danilov can answer the questions if 20 he wants to, but this evidence can be excluded :21 based on the settlement privilege. '.22 MR. BORNMAN: Just let the record show that the 23 privilege has been waived by inclusion of the 24 document in the brief of documents. 25 MR. DANILOV: Yeah, actually...

Svetlana Danilova and Pavel Danilov April 9, 2014 183 MR. BORNMAN: It appears under the Schedule A of 2 the plaintiffs affidavit of documents. MR. DANILOV: ... I think that I have different 3 4 version of this document over here so can I 5 please refer to the ... 6 BY MR. 7 Q. Perhaps -- are there two letters in the tab, 728. one dated February 9th and one dated March 1st? 8 9 A. ...okay. 729. So I'm referring to the March 1st. 10 Ο. 11 Okay. February 9th -- oh, got it. Okay. I Α. 12 It's on page two -- it's page like more like 10th. qot it. 13 730. Q. It's ordered differently in... 14 A. Okay. Probably. Q. ... my book here, but I am referring to the 15 731. March 1st letter... 16 17 Α. Mm-hmm. Q. ... and you write, ***"Currently the support 18 732. payment is \$1,033 per month" ... 19 20 Α. Yes. Q. ...***"which annually is a little bit more 21 733. 22 than 10 percent of the remaining principal. " How did you 23 calculate what 10 percent of the remaining principal is in 24 this case? 25 Α. Um, the basis of the calculation was actually SIMCOE COURT REPORTING (BARRIE) INC. 134 Collier Street, Barrie, Ontario L4M 1H4 Bus: (705) 734-2070; Fax: (705) 734-2328 Email: info@simcoecourtreporting.com

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that 10 percent because Valentin Nikityuks in his affidavit 2 insists on that 10 percent annual interest. Which actually never was specified in the loan agreement, but as he 3 4 insists, I am completely fine with that. But the problem is that in 2008 to 2011 until Nikityuks left, they actually 5 6 received from me much more than 10 percent annually. And 7 in average it was 16 or 17 percent. And if I take into account that Valentin Nikityuks insist on 10 percent, it 8 9 means that interest I paid in 2008 to 2011 supposed to be 10 deducted from the principal and if I did that that paid defactor interest to Nikityuk from the principal -- the 11 12 remaining principal left is much less than it was if all 13 that paid interest was called interest. And in this case, 10,033 is the 10 percent of the remaining principal. 14 15 734. Q. Is there a written agreement that you're

16 relying upon in making that deduction?

17 Α. No, there is no agreement as you can see that it's all negotiations here and it's even marked without 18 prejudice and the thing is that -- well, I tried in this 19 20 specific letter explain to you that Nikityuks simply don't 21 understand what is going on and if in affidavit under the oath Valentin Nikityuks insists on the number 10 percent, 22 23 then we have to recalculate everything and go back to 2008 24 and deduct those paid interests to -- to the 10 percent 25 level from the principal. There is no other way.

Svetlana Danilova and Pavel Danilov April 9, 2014 185 O. But why would you have to go back and deduct 1 735. that money, you accepted the payments? 2 3 A. Because Valentin says that it must be 10 percent. And if it must be 10 percent I am fine with that. 4 I paid more, but he insists on 10 percent in his affidavit 5 under the oath. I -- Iwas just simply making the point. 6 7 Q. And does this remain your position? 736. 8 A. Yes, of course. 9 MS. DANILOVA: We can make the (inaudible) from this point of view, I would say. We can 10 11 negotiate MR. DANILOV: Because -- see, Valentin Nikityuks 12 says that I didn't pay him the interest. He 13 14 pretends to be, you know, not understanding 15 simple things that water costs money, mortgage costs money, that electricity costs money, food 16 costs money, everything costs money. And that 17 money is a lot, actually. And that was paid to 18 19 him. He ate that money -- the factor. 20 BY MR. Q. The -- the Nikityuks did not agree to this 21 737. method of calculation, did they? 22 23 Α. I don't know. Ask them. Iwas writing to

24 you, not to Nikityuks. I don't communicate with Nikityuks 25 since October 17, 2011.

Svetlana Danilova and Pavel Danilov April 9, 2014 186 __________ Q. On the same tab - Tab 20 of Volume 4, 1 738. 2 there's another letter to me also marked without prejudice 3 dated February 9th, 2013. It's enclosing a document 4 called, Family Loan Remaining Principal Statement? 5 A. Yes. 6 739. Q. Does this document set out your understanding 7 of the balance of the principal at the date which the letter was sent? 8 9 A. You mean this table? 740. 10 O. Yes. A. Yes, it says, ***"Projected value of the loan 11 12 principal with the filed interest and projected value of with interest covering home shared expenses. " That's what 13 14 it says, actually, and yes, it's my understanding and that's how I calculated this stuff and how -- how the 15 16 projected value of the principal would look like if we go 17 with 10 percent, or whatever. 18 741. Q. Is all the historical information accurate --19 by historical information I mean ... A. Yes. Historical information all accurate and 20 21 I have all confirmations for that and all numbers are 22 consistent. 23 742. Q. ... okay, there's a number of entries here in 24 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 3 just explained to you. In the column, Income Actually 4 Provided or Will be Provided, you can see the actual income 5 б provided to Nikityuks which was at -- at that time declared 7 as interest, but Nikityuks insist that it must be 10 percent annually of interest so interest will be actually 8 9 less than the actually provided. And if we take the column 10 D equal B multiplied by C, the interest which supposed to 11 be provided and subtract it from the income which actually 12 was provided, we have the difference. And that difference 13 must be deducted from the principal. There is no other 14 source where I can deduct it from.

15 744. Q. And in the subcolumn G...

16 A. Yes.

17 745. Q. ...that's titled, Extra One Time Deductions, 18 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 1 14,405 it's settlement expenses in column G. And another settlement expenses...

3 746. Q. Sorry, let's just back up. I think -- is it 24 correct that the amounts that appear in this column are in 25 fact extraordinary deductions from the principal?

Svetlana Danilova and Pavel Danilov April 9, 2014 188 _____ 1 A. Yes, because they -- they were not deducted 2 from the principal before because we had an understanding in the family. 3 4 747. Q. Okay. 5 A. And we all lived together and well, who cares б where I deduct it from. 7 Q. So let's just go -- there's three of them. 748. The first one's on December 31st, 2009, titled, Settlement 8 9 Expenses of amount 14,405? 10 Α. Mm-hmm. 11 What's that for? 749. ο. 12 Α. Which amount, I'm sorry? 13 In column G. 750. ο. 14 Α. Column G. 15 751. Q. The second entry, second row? It's another portion of settlement expenses 16 Α. 17 which -- well, went pass through January the 1st and ended 18 in 2009. 19 752. Q. Do you have an account of what those expenses 20 were? Α. Yeah, I have accounting for everything. Q. Can you produce, please, an account ... 22 753. 23 Yeah, sure. Α. 24 754. ... including any original receipts, or copies Q. 25 of receipts you may have?

1 A. Sure.

2 755. Q. That's a undertaking.

3 <u>UNDERTAKING NO.</u> To provide accounting of 4 expenses of \$14,405 dated December 31, 2009 5 including original receipts or copies of 6 receipts.

7 BY MR.

8 756. Q. The -- can you -- can you also do that for
9 the second entry, the 1,677 dated December 31st, 2010?
10 A. It was basically the same number we were
11 talking before. Remember that settlement expenses you
12 wanted to provide that accounting with -- it's -- it's the
13 same number.

14 757. 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. Q. So the first one's dated December 31st, 2009

19 and the second one is dated December 31st, 2009

20 A. Yeah, it is just when -- there were no two 21 deducted from in 2008 so I deduct it in 2009, why not.

22 759. Q. Okay.

A. I can deduct it wherever I want to. I candeduct it in 2011.

25 760. Q. And what's the -- you have a one time

Svetlana Danilova and Pavel Danilov April 9, 2014 190 ______ _____ deduction in December 2012 -- December 31st, 2012, comment 1 says, ***"Pre-Canada debt collected" ?

3 A. Yes. Because they left the house in 2011. Put me in trouble and claimed that they don't want to pay 4 me back my before Canada support I provided for them. All 5 that before Canada support is strictly accounted and the 6 7 number is \$29,670. They promised me to pay back. And it 8 happened in October 2011, so in 2012 I collect that debt from their principal because the -- there is no other 9 10 source to deduct it from. 11 MS. DANILOVA: If you understand here we are considering to have this agreement breached. 12 MR. DANILOV: Yeah, it's... 13 14 MS. DANILOVA: Yeah. MR. DANILOV: ...it, s projected. 15 MS. DANILOVA: It's breached. 16 MR. DANILOV: It's projected as if it's breached. 17 MS. DANILOVA: If it breached. 18 MR. DANILOV: How we to look like the principal 19 20 if the agreement is breached. 21 BY MR. BORNMAN: 22 761. 0. Okay. 23 A. Just a new structure to give them better understanding. And my understanding is that it was your ;24

25 job to explain it to them.

2

Svetlana Danilova and Pavel Danilov April 9, 2014 191 ______ 1 762. Q. When you received the savings ... Ah, I'm sorry, I don't want to speak about 2 Α. 3 those amounts as savings. 4 763. Ο. . . .okay. Those are not savings. Savings Valentin 5 Α. Nikityuks has there are still there. б 7 764. Q. Why did you keep the money you received from 8 the Nikityuks -- let me rephrase, why did you not keep the money you received from the Nikityuks in a separate 9 10 account? A. I did. It wasn't just one account. 11 12 diversified them into three accounts. That's it -- it 13 always was separate. Q. But your summary shows that some of your 14 765. money was in those accounts too? 15 16 Yes, sure. How you -- how do you or Valentin Α. Nikityuk expect me to produce that 10 percent annual 17 interest. So what Valentin Nikityuk wants to put money on 18 separate account so I don't touch them. He can withdraw 19 them at any point. He buys a house from that money and on 20 the top of that, I generate 10 percent income of that 21 22 money. That's how he expect that to work, right. You understand it's ridiculous. And he -- he maybe is saying 23 24 that he wanted to have that money on separate account, but 25 it's it's just lie, we never talked about that. And it

1 wasn't an agreement to have them in separate account.

2 766. Q. Did you keep the Nikityuks informed about the3 principal of the loan?

4 A. I tried. They never cared.

5 767. Q. How did you try?

6 Α. Well I printed them statements every year I gave them those statements to them. I didn't request those 7 8 statements back with their signatures because I didn't need them because CRA didn't request those statements at the 9 time. And all accounting was available for them. They 10 could look at any files in the office. There are no locks 11 12 of the doors. All files are perfectly labelled like TFSA 13 accounts of Nikityuks 2009, or whatever. They could do whatever they want. They could look at whatever they want. 14 15 And everything was available also in electronic form on any computer in the house. So, if they were interested, they 16 17 had access to all information they have. They just never were interested. 18

MS. DANILOVA: If they cannot get access to online banking, how would expect them to understand those kind of financial records.

22 MR. DANILOV: See, even you having trouble with 23 them, you need them sorted somehow.

24 BY MR.

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

2 A. Mm-hmm.

1

3 769. Q. ...you set out the total amount that you paid
4 in investment interest over the years of 2008, 2009, 2010
5 and 2011, are those amounts correct?

6 A. Yes.

7 770. Q. And my understanding of your earlier
8 testimony is that these amounts reflect actual expenses
9 paid as a...

10 A. Yes, from Nikityuks account. See, again, I'll explain that again. There is a household with a 11 annual budget approximately \$80,000. Four people live in 12 13 that household and share everything which is related. So half was paid from Nikityuks' account another half was paid 14 15 from our account. Nikityuks' account was provided with all 16 interest in advance to cover all expenses to be paid from 17 that account. And this is actually Nikityuk's half in all 18 shared expenses.

19 771. Q. ...these amounts do not include the Russian0 pension.

21 A. No.

22 772. 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,

Svetlana Danilova and Pavel Danilov April 9, 2014 194 ======= in tax returns the number will be little bit different. 1 2 773. Q. Were these amounts paid to the Nikityuks in 3 cash? 4 A. No. Those amounts were transiting through 5 the CIBC account which was opened for Nikityuks in 2005 separately from our account. 6 7 774. Q. And I couldn't find it any statements for that account . . . 8 9 A. Oh, they are there. There are a lot of them. 10 Some of them I think are printed. Some of them are in electronic form, those are provided. 11 0. ... can you show me where those CIBC account 12 775. 13 statements are? A. Ah, can we go off record for a couple 14 15 minutes. 16 776. Ο. Sure. 17 Α. ... because I need to find them. (Off Record) 18 19 BY MR. 20 Q. Mr. Danilov, I'm looking for the CIBC account 777. 21 statements for the Russian statement. The CIBC account statements -- this is the account that was open in 2005, 22 23 can you show me where in your affidavit of documents? 24 A. In the Volume 3, Tab 2 there are account 25 statements for this specific account for the period from SIMCOE COURT REPORTING (BARRIE) INC.

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Svetlana Danilova and Pavel Danilov April 9, 2014 195 ____.. 1 December 2005 to January 2008. I guess it's not covering the period you're interested in because those are before 2 3 Canada. 4 778. Q. Do you have . . . I have everything, but in electronic form on 5 Α. the USB attached to the Volume 1. б 7 779. Q. ... can I have an undertaking as to the account statements from January 2008 to the date the 8 account was closed? 9 10 A. Yes. MS. DANILOVA: Yes. 11 12 MR. DANILOV: We can... MS. DANILOVA: Yes. 13 14 MR. DANILOV: ...do that. 15 MS. DANILOVA: We right here. 16 MR. DANILOV: You need to the entire period from January -- okay, can do that, sure. CIBC account 17 18 of Nikityuks, right? 19 MR. BORNMAN: That's right. The same account ... 20 MR. DANILOV: Nikityuks actually are in control 21 of this. They can get those statements 22 themselves because it was their account, so. MR. TIMOKHOV: So therefore no undertaking, 23 24 right. 25 MR. BORNMAN: Well, do we have an undertaking SIMCOE COURT REPORTING (BARRIE) INC.

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Svetlana Danilova and Pavel Danilov April 9, 2014 196 here? 1 2 MR. TIMOKHOV: No, we have a refusal based on the fact that Nikitvuks have access to their account. 3 4 MR. BORNMAN: I don't believe the Nikityuks do I do not believe that the Nikityuks are still 5 account holders on that account. 6 7 MR. DANILOV: Yeah, they closed it, but... 8 MR. TIMOKHOV: Neither are my clients. 9 MS. DANILOVA: Mm-hmm. MR. DANILOV: ... they closed it themselves, but 10 they still can bring those statements. 11 12 MR. TIMOKHOV: They can use services of Yana]_3 Skybin were using power of attorney to get 14 (inaudible). MR. BORNMAN: You undertake to provide any 15 J.6 consent that would be required of you in order 17 for my clients to obtain copies of these account statements from the bank? 18 MS. DANILOVA: There isn't... 19 20 MR. TIMOKHOV: (Inaudible) required ... 21 MS. DANILOVA: ... they don't need ... 22 MR. TIMOKHOV: ...but my client do the same 23 (inaudible) as your clients do. 24 MR. DANILOV: (Inaudible). 25 COURT REPORTER: I didn't get any of that, sorry,

Svetlana Danilova and Pavel Danilov April 9, 2014 197 you're talking over. 1 2 MR. TIMOKHOV: My clients have the same authority 3 as your clients have to get access to this 4 account. MR. BORNMAN: It is a joint account, the bank may 5 6 want all the parties ... 7 MS. DANILOVA: NO. MR. BORNMAN: ...to (inaudible). 8 MR. TIMOKHOV: However, if such consent is 9 required, we'll provide such. 10 MR. BORNMAN: Thank you. 11 12 MS. DANILOVA: No. They close this account ... 13 MR. TIMOKHOV: That's it. MS. DANILOVA: ...and this is account everyone 14 can sign. The account of -- the type everyone 15 16 can sign. 17 MR. BORNMAN: Well, if that's the case, we won't need anything from you. 18 MS. DANILOVA: Yes, this is the case. 19 20 MR. DANILOV: Agreed. MR. TIMOKHOV: You should remember that we all 21 22 pay \$3 like for the transcripts, like for each 23 page. 24 REFUSAL NO. To provide CIBC account statements from January 2008 to date the account 25 ==== SIMCOE COURT REPORTING (BARRIE) INC. 134 Collier Street, Barrie, Ontario L4M 1H4

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Svetlana Danilova and Pavel Danilov April 9, 2014 198 1 was closed. 2 UNDERTAKING NO. To provide consent, if 3 required, to obtain copies of account statements from CIBC bank. 4 BY MR. BORNMAN: 5 780. Q. Can I turn your attention to Tab 23 of Volume б 1 book of documents? 7 8 A. Tab 23. Okay. 9 781. O. Are the statements set out here an accurate 10 account of all the household expenses that were divided between the Danilovs and the Nikityuks? 11 12 Α. Not just household expenses, all shared 13 expenses including household. 14 782. Q. And I understand from your defence to counter claim that you used ratios to divide the total household 15 16 expenses between the period of June 2008 and October 2011? 17 A. Yes. At different period of times the 18 proportion was different. 19 783. Q. And that's set out in your defence to counter 20 claim at paragraph 66? 21 A. Yes. 22 784. Q. Do you have any further evidence with respect to these expenses, such as receipts? 23 24 I have receipts where there are receipts, but Α. sometimes it's just the record in the bank statement or 25 ==== SIMCOE COURT REPORTING (BARRIE) INC.

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Svetlana Danilova and Pavel Danilov April 9, 2014 199 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 A. But you should understand that in the itemized categories section on the same tab, pretty much 7 8 all transactions are listed chronologically and by category and if let's say you need to check randomly any of them, I 9 10 can provide statements for any. 11 Q. Thank you. The -- I want to look at the 786. 12 document titled, Shared Expenses for Period June 13, 2008 13 to October 17, 2011? 14 A. Okay. 15 787. Q. What was the source of the funds used to make 16 payments on behalf of the Nikityuks? 17 A. I'm sorry, what specific part you are referring to, like, I'm trying to find it. 18 19 Q. I'm referring to everything ... 788. 20 Α. Yeah, okay. 0. ... and my question is, the amount of expense 21 789. that's attributed to the Nikityuks, how did the Nikityuks 22 23 pay it? A. The amount of the expense to be paid was 25 transferred to this joint CIBC account of Nikityuks in

Svetlana Danilova and Pavel Danilov April 9, 2014 200 1 advance, usually a day or two in advance. Normally it was transferred from my CIBC account with Svetlana and the 2 source of those payments was my salary. 3 4 790. Q. And in the accounting for the family loan 5 agreement . . . 6 Α. Yes. 7 791. Q. ... were the payments made on behalf of the 8 Nikityuks paid from interest on the loan? 9 A. Yes. But the -- the loan agreement 10 specifically says that I can use all kind of sources to pay those interest, not necessarily the brokerage accounts I'm 11 12 using to keep portfolio on and 100 percent of the time the 13 source for those interest payments was my compensation in either Rogers or IBM or other companies I was working for. 14 15 Q. What I'm trying to understand is how these 792. 16 payments fit into the accounting for the family loan 17 agreement. We know that the principal was lost in the 18 stock market, so we're counting expenditures in a -- in a 19 particular way. And your testimony earlier was that the 20 interest on the loan paid was actually in fact the expenses 21 incurred by the Nikityuks and that the expenses incurred by 22 the Nikityuks were a percentage of total household 23 expenses? 24 Α. Yes.

25 793. Q. Okay. So...

Svetlana Danilova and Pavel Danilov April 9, 2014 201 1 A. I -- I didn't say that the interest paid was 2 in fact the expenses incurred by Nikityuks, I said that 3 interest paid covered those expenses. 4 794. Q. ... so the payments that were made, on behalf of the Nikityuks ... 5 6 A. Yes. 7 795. Q. ...were they interest on the loan, were they Russian pension, were they principal or were they support 8 9 from the Danilovs? 10 A. Depends on what perspective we are talking 11 about them. From the perspective of CRA, those were 12 interest payments. From perspective of sponsorship 13 agreement, those were support. Never pension. 796. Q. I'm looking at the -- the summary of shared 14 expenses for the period of June 13th, 2008 to October 17th, 15 16 2011... 17 A. Yes. 18 797. ...and you have the category description ... ο. 19 Α. Yes. 20 Q. ...and you have an amount, I'm looking at the 798. period where Alla and Valentin live in Innisfil separately 21 and there's an amount for homeowner's fees... 22 23 A. Mm-hmm. 24 799. Q. ...that I understand was shared equally? 25 What period are you talking about again? Α.

Svetlana Danilova and Pavel Danilov April 9, 2014 202 ------1 800 Q. I'm talking about the period where Alla and Valentin live in Innisfil separately and ... 2 3 A. Homeowner's fees were not shared equally because we lived, at that point, in the house two days a 4 week, Nikityuks lived seven days a week ... 5 6 801 Q. ...and so... 7 Α. ... the proportion was two to seven. 0. ... to seven. And then below that we have 8 802. household depreciation? 9 10 Those big things which were purchased A. Yes. during that settlement period like furniture, this kind of 11 12 stuff. If -- if you buy furniture for 2,000, for example like a couch or something like, next year it's a little bit 13 cheaper, next year it's again a little bit cheaper. This 14 15 is the depreciation and is expense, actually. Q. And then for housing we have an amount of 16 803. 17 3,435 that's also split on a proportion of seven to two, what's that for? 18 A. Housing expenses, it's basically clean up 19 stuff or hoses like gardening, pretty much everything which 20 21 is more or less related to the house, but not big things, 22 small things. 23 804. O. Okay. And then we have interest paid for the 24 mortgage which is also split seven to two? 25 A. Yes.

Svetlana Danilova and Pavel Danilov April 9, 2014 203 _____ _____ 1 805. Q. And then we have a... Ididn't charge Nikityuks for rent, right, so 2 Α. they had to contribute to mortgage and mortgage interest. 3 Q. ... and then we have the motor vehicle ... 4 806. 5 Α. Yes. б 807. Q. ... split seven to two? 7 A. Yes, we had two vehicles and -- no, motor vehicles two to two. We had two vehicles and it's -- it's 8 9 splitted equally. 10 Q. And then we have utilities? 808. 11 A. Yes. 12 Q. And then we have the mortgage which is also 809. 13 split seven to two? 14 A. Yes. Q. And then we flip the page and we have the 15 810. period where the Danilovs and the Nikityuks live together 16 17 and again we have -- start at the bottom, we have a Scotiabank mortgage 2011 and then a Scotiabank mortgage 18 19 2008 which are both split between the Nikityuks and the Danilovs two to two? 20 A. Yes. Because four people live in the house 21 22 and share all expenses. 23 811. Q. And interest on the mortgage is also split 24 two to two? 25 A. Yes.

Svetlana Danilova and Pavel Danilov April 9, 2014 204 1 812. Q. Okay. 2 MR. TIMOKHOV: Mr. Bornman, for the record, just 3 I'll advise to you we are leaving the office -the reporter's office at 6:40, just because you 4 5 indulged me yesterday with another two hours for 6 examination because I need to prepare for 7 tomorrow examination and, as we agreed, you would 8 require one day for examination of my clients so we will -- we will be leaving office at 6:40. 9 10 BY MR. 11 813. Q. In Volume 1 of your book of documents, I want to take you to Tab 16 and 17. Actually, sorry, can 12 13 actually refer you to the affidavit of documents . . . A. Volume 1? 14 ...Volume 1, page eight, there are... 15 814. Ο. I'm sorry, what -- what tab and page? 16 Α. 815. ...sorry, this is in the table of contents 17 Q. for Volume 1. 18 A. Oh, I see. Okay. 19 20 816. Which is a copy of your affidavit of Q. 21 documents and document 58 to 62... 22 A. Fifty-eight to 62, yes. 23 817. Q. ... appear under a heading that reads, ***"Proof that significant part of proceeding 24 25 from sold Russian property actually didn't belong

to the Nikityuks, but to Svetlana, Anastassia,
plaintiff's daughter"?

3 A. Yes.

4 818. Q. Other than the documents that you have
5 listed, those documents being 58, 59, 60, 61 and 62, do you
6 have any other documents that support your claim -- or that
7 supports Svetlana Danilova's and Anastassia Danilova's
8 claim to the...

9 A. Now we do and those documents are actually in 10 your possession and they were introduced in Nikityuk's 11 affidavit. There is the agent agreement which clearly 12 states that after that Nikityuks can, basically, receive 13 only 50 percent of the proceedings after the apartment was 14 sold.

15 819. Q. ...that's okay. Just -- just the documents, 16 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.
21 821. Q. You issued a claim in -- against the
22 Nikityuks in 2012?

A. We did.

24 822. Q. Sorry, my question is, how did you value your25 claim on the Russian apartment. How did you come -- how

Svetlana Danilova and Pavel Danilov April 9, 2014 206 1 did you calculate the ownership stake as 25 percent? 2 A. Svetlana can better answer this question 3 because she was the owner then. 4 MS. DANILOVA: It's indicated in actually in 5 the documents you have that it's 50 percent. б EXAMINATION OF SVETLANA DANILOVA 7 BY MR. 8 823. Q. Sorry, 50 percent? 9 Α. Fifty percent. Because it -- it was always 10 four people living together it was explained yesterday in 11 so much detail -- many details. It was four people living together registered on the property and so -- and we can go 12 circles again. 13 14 824. Q. So the claim is for 50 percent of the 15 apartment ... Yes. 16 Α. 17 ... based on the fact that you and your 825. Q. daughter constitute two of four people that had a right to 18 19 that apartment? 20 A. And that clearly indicates agent agreement. Q. But the amount of 50 percent is based on the 21 826. 22 idea that four people, Alla, Valentin, yourself and your 23 daughter had a claim to that apartment and you and your 24 daughter constitute one half of that, is that correct? 25 And there is a position in agent's agreement Α.

Svetlana Danilova and Pavel Danilov April 9, 2014 207 that Alla and Valentin could receive only 50 percent... 1 2 MR. TIMOKHOV: No, the question was... MS. DANILOVA: ... of the proceedings. 3 MR. TIMOKHOV: ...was it correct? 4 5 MS. DANILOVA: Yes, it's correct. 6 MR. BORNMAN: Thank you. 7 EXAMINATION OF PAVEL DANILOV BY MR. BORNMAN: 8 9 827. Q. Did you tell the Nikityuks that Valentin owned the house at 1490 Rankin? 10 11 Α. No. 12 828. Ο. Who did you tell him owned the house? 13 Α. Repeat the question, please. Did you tell them who did own the house 14 829. Ο. 15 did you tell them who owned the house at 1490 Rankin? Of course, we bought the house in 2007. Α. 16 17 Nikityuks were not even in Canada by that time. MS. DANILOVA: I -- I told my mom she was 18 19 completely -- she knew about that -- my mom. We didn't 20 I didn't tell anything to Valentin 21 I communicated everything to my mother. again. 22 MR. TIMOKHOV: Knew about what? 23 MS. DANILOVA: About the house we bought in in 24 2007. I communicated this to my mother. 25 MR. BORNMAN: You -- you told them that you and

Svetlana Danilova and Pavel Danilov April 9, 2014 208 1 your husband bought the house? MS. DANILOVA: Yes. 2 MR. DANILOV: Yes. 3 4 BY MR. BORNMAN: 5 830. Q. On -- on page 26 of your defence to counter claim, paragraph 20, you indicate the -- ***"The Nikityuks 6 were well aware of the transaction and completely on-board 7 8 with this decision. " 9 A. What page I am sorry where? This is page 26 of the defence to counter 10 831. Ο. 11 claim? A. Yes. Ah, yeah, the bottom of the page. 12 13 Okay. 14 Q. Yes. And there is a paragraph begins, 832. 15 *** "Twenty-five percent share in the apartment is the reason why it clearly states in the offer 16 17 email that the size of the investment portfolio is 200,000 not \$260,842.71. The full transferred 18 amount of \$260,842.71 U.S. exists in the 19 20 portfolio only temporarily until the plaintiffs defence by counter claim decided to use 21 22 Svetlana's share for a house down payment::. and deduct from the loan principal. The Nikityuks 23 were well aware of the transaction and are 24 25 completely on-board with this decision initialled

Svetlana Danilova and Pavel Danilov April 9, 2014 209 ______ 1 the 2008 statement of loan principal confirming it. 2 So, do I take that to mean that the Nikityuks agreed with 3 the use of some of the money wire transferred to you to 4 5 make a down payment on the house? 6 Yes. They agreed that Svetlana withdraws her Α. 7 share in the apartment to pay for the -- for the down payment, because it's completely logical, it's her share 8 9 and she withdrew it. And they were on-board, they knew about that, and if they didn't agree with that I simply 10 11 would sell -- sell the house. Q. When -- staying on the topic of the house, 12 833. 13 when did -- when did you finish the basement? 14 Α. I don't remember exactly, but I can look it 15 up if you really need it. Finish the basement it was -ah, okay, what was the history. When we moved into the 16 17 house it was 2009 so I set up the office on the second 18 floor and Nikityuks -- well ... It was after you moved in? 19 834. Ο. 20 ...after move Α. yes. That's okay. What about the fence, was it 21 835. Q. 22 after you moved in? 23 Α. Yes. 24 836. And the gazebo, after you moved in? Ο.

25 A. After the fence, yes.

Svetlana Danilova and Pavel Danilov April 9, 2014 210 837. 1 Q. Okay. In the defence to counter claim on page 49, paragraph 45... 2 3 A. Yes. Q. ... you're -- indicate that you -- you think 4 838. 5 it may still be the case that the Nikityuks have some sort of capacity issue and you indicate that the parents 6 7 couldn't take care of themselves in Russia and there's 8 you have halfway down the next page 50, and I'm not going 9 to read all this, 10 ***"As a result they hurt themselves and the 11 plaintiffs", you, ***"have collected records with a long list of episodes to prove it coming from 12 the times when the entire family still lived 13 14 together." Have -- have you produced the records with a long list of 15 16 episodes referenced here in your productions? 17 Α. No. $Q.\ \mbox{No.}\ \mbox{Can I}$ have an undertaking to produce 839. 18 those records? 19 20 A. You mean that long list I'm referring to... 21 Yes. 840. Ο. 22 Α. ...here? Yeah, I can do that, sure. 23 841. Q. Okay. UNDERTAKING NO. To provide record of episodes 24 25 referred to at page 50 of defence to counter

Svetlana Danilova and Pavel Danilov April 9, 2014 211 ______ ____ _____ claim. 1 2 BY MR. 3 842. Q. And do you mind just taking a read of 4 paragraph 4S and can you conf -- can you tell me whether you believe that to be true? S 6 A. Paragraph 4S? 7 Q. Yes. Sorry, paragraph 44 -- sorry, 4S --843. yeah, 4S. Page 49. 8 9 A. About capacity issues. 10 844. Q. ...paragraph 4S. About capacity issues? 11 Α. 12 84S. ο. Yes. A. Yes, I still -- I'm still thinking it's --13 it's the case, yes. And it was actually Yana Skybin's 14 obligations to to make sure if it is or not. lS 16 Q. And you're still willing to pay for a mental 846. 17 capacity in Russian? 18 A. Yeah. 19 847. Q. On -- on page SS of the defence to counter 20 claim paragraph SSc, you indicate that you deny various allegations in the counter claim it's based on a number of 21 twisted facts and lies. You indicate that this section of 22 23 the counter claim is fabricated by the defendants without 24 any grand -- ground to serve three purposes. And then the third one you indicate to make the plaintiffs nervous, 2S

2 accusations after the fact, but this is never going to 3 happen because plaintiffs didn't do anything wrong and feel 4 absolutely confident (inaudible) allegations. What does 5 that mean?

1 possibly to provoke a conflict and to justify abuse

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.

12 848. Q. And at page 56 on paragraph 56 under the heading, Abuse, you indicate that in 2011 the Nikityuks 13 approached you with abuse imitation scheme on several 14 15 occasions, but were rejected strictly and decided to act on 16 their own being supported and encouraged by Yana Skybin, 17 YMCA settlement counsellor. Is there anything that you did not explain in your testimony earlier today that you can 18 19 are there any facts other than what you explained in your 20 testimony earlier today?

21 A. I can only repeat what I said to that 22 testimony that starting from approximately...

23 849. Q. That's...

A. ... April 2011 almost on - not every day, but 25 like once in two three days basis Alla Nikityuks tried to

Svetlana Danilova and Pavel Danilov April 9, 2014 213 ______ 1 approach my wife with this social housing idea and she repeatedly said that all we have to do is to cooperate a 2 little bit. And now we understand what she meant. 3 4 850. Q. ...okay. On page 33, paragraph 35 there's 5 a... A. Page -- I'm sorry, 43 or 33? 6 7 Q. ...sorry, page 33... 851. Thirty-three. 8 Α. 9 852. Q. ...paragraph 35, subparagraph 35a there's a 10 paragraph titled, Basement? 11 A. Yes. 12 853. O. You write -- the -- it reads, and I'm 13 skipping ahead to the second sentence. 14 ***"Pretty soon Alla started to complain to Svetlana that they were shy to use the bathroom 15 across the hall when Pavel was working. In 2010 16 17 the plaintiffs hired a contractor who finished the basement and Pavel moved office downstairs." 18 19 A. Yes. 20 854. Q. Was there no walls on the bathroom? 21 There are walls on the bathroom, of course. Α. 22 Well, do you want me to explain the layout of the second 23 floor? 24 855. Q. No. But the, shy to use the bathroom, there 25 was a wall and a door?

Svetlana Danilova and Pavel Danilov April 9, 2014 214 ==== ______ 1 A. Yeah. Sure. 2 856. Q. There was? 3 A. Of course. Q. Okay. In the counter in our -- in the 4 857. Nikityuks counter claim they allege that you threw a glass 5 at the floor in their presence -- in their presence ... 6 7 A. Yes, they did. Q. ...did that happen? 8 858. 9 Α. No. 10 859. 0. Did you ever throw a glass in the presence of the Nikityuks? 11 12 A. No. 13 860. Q. Did you ever throw a plate? 14 A. No. 15 EXAMINATION OF SVETLANA 16 BY MR. 17 861. Q. Svetlana, this question's for you. Can -can you explain what happened the day that the Nikityuks 18 19 allege that you shook Alla? 20 A. It's never happened. I do not have any 21 recollections of that occurrence -- never happened, never 22 ever that happened. 23 EXAMINATION OF PAVEL 24 BY MR. 25 862. Q. Were there ever fights in the house? SIMCOE COURT REPORTING (BARRIE) INC. 134 Collier Street, Barrie, Ontario L4M 1H4

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A. No. Everybody were happy.

2 863. Q. Right to the end?

1

3 A. Yeah, I would say so. See, the -- the only 4 things strange -- strange things start happening approximately in summer 2011, like, the family was 5 completely self -- self sufficient and happy living 6 7 together until this Yana Skybin help started. Yeah, actually have emails and you probably saw them emails from 8 9 Valentin he sent to his relatives in Russia and explained 10 how happy they are and so they were signing as greeting cards and they are like hundreds of pictures and all kinds 11 12 of stuff. It's all made up, it's all basically nonsense. 13 Q. Can we turn to Tab 26 in Volume 1 of your 864. 14 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.

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

Svetlana Danilova and Pavel Danilov April 9, 2014 216 1 account opened? 2 A. Oh, this account was opened a while ago. don't actually recall when exactly, but I think 3 Ι 4 believe I have the information -- a letter from TD bank with all the dates, we can look at that letter. 5 Q. I -- I couldn't find statements for 2008, 6 867. 7 2009, 2010, do you have those statements? 8 I might have them electronically. Α. 868. 9 Q. Can I have those please, and can I also 10 have . . . 11 A. How they are relevant? 12 869. Q. ... these are the statements to which the -13 these are the statements of the Nikityuks spending 14 activity. The spending activity was covered by the Russian pension which you administered, so they're relevant because 15 16 they show how the pension was spent. 17 A. Okay. I suppose we can provide those thing -18 - what period are you interested in? 19 870. Q. I am looking for statements of any credit 20 cards that were used by the Nikityuks to spend their 21 pension? 22 A. So it's basically TD rebate rewards. 23 871. Q. Were there any other credit cards that they used, that were paid off ... 24 25 A. They -- they used another credit card, but

Svetlana Danilova and Pavel Danilov April 9, 2014 217 _____ _ _____ 1 not covered by their pension. They -- they had another 2 visa with CIBC. It was dividend visa, I believe account. And tho -- that was for the shared expenses. If they 3 4 wanted to buy something for the entire family they were supposed to charge that to that red visa and that red visa, 5 by the way -- not closed, they were removed from that 6 7 account in July 2012 and the limit on that visa was, I believe, 12,000 or something like that. So actually in 8 in almost all the time when they applied to welfare, to 9 10 social housing, and when they claimed that they don't have money, they actually had immediate access to cash in the 11 12 amount about 12,000. 13 872. Q. The red visa was paid by you though? 14 Α. Yes. 15 873. Q. So I'd like the statements for 2008, 2009, 16 2010 of the TD visa card? 17 A. So, we -- we are talking here about all the 18 statements from 2008 until 2000 what? 19 Q. Well we have the -- we have them for 2011 and 874. we have them for 2011 here. 20 21 A. And what -- until what date do you want 22 them... 23 875. Q. So... 24 Α. ...to what ... 25 876. Ο. ...until...

Svetlana Danilova and Pavel Danilov April 9, 2014 218 1 A. ...what it was closed? Q. ...until May 2011? 2 877. 3 MR. TIMOKHOV: From what date? MR. BORNMAN: From the day the card was -- from 4 the date the card account was set up... 5 6 MR. TIMOKHOV: To May 2011? 7 MR. BORNMAN: ...to May 2011. MR. DANILOV: I believe account was set up a 8 little bit before Nikityuks actually came to 9 10 Canada, but when they came we stopped using them 11 and they were completely exclusive from that 12 account. 13 BY MR. Q. We will only need it from the time of the 14 878. 15 Nikityuks arrival. We don't need it pre-Canada. 16 A. Okay. 17 Q. Unless those expenses were charged to the 879. 18 Russian pension too? 19 Α. No. But Russian pension actually sometimes 20 they asked to withdraw cash and we don't have accounting 21 for the cash they withdrew because it's cash. 22 Q. What account did they withdraw the cash from? 880. 23 The account where pension was sitting at the Α. 24 time. 25 881. Q. This is the CIBC account?

1 A. Well, see, it's little bit more complicated that it may sounds. Pension was actually deposited to the 2 3 CIBC shared account, always, because they instructed 4 Russian Pension Fund to -- to do that for them, back 2008 5 when they came to Canada. And they were provided with this green visa which actually covers about a year portion of 6 7 their pension so they could spend whatever they want and they knew that which ever they spent from TD green visa 8 will be covered from their pension, but when there were 9 10 some leftovers from their pension like they didn't spend 11 something, that portion was actually transferred to saving 12 account in PC Financials. And from that saving account in 13 PC Financials from time to time they asked Svetlana to 14 withdraw cash.

15 882. Q. Can we have a statement showing those cash 16 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.

24 884. Q. I get an undertaking to produce or direct me25 where in your productions, is an account of the Russian

Svetlana Danilova and Pavel Danilov April 9, 2014 220 **1** pension between June 2008 and October, 2011? 2 A. Okay. 3 UNDERTAKING NO. To produce or direct to 4 where in the productions is an account of the 5 Russian pension between June 2008 and October, 6 2011. 7 MR. DANILOV: Just clarify one thing, are you interested in that red visa CIBC which was closed 8 9 in July 2012, do any of those statements -- the 10 statements for the shared expenses. 11 BY MR. 12 885. Q. The red visa account is household expenses ... 13 Α. Yes, shared expenses, yes. 14 886. Q. ...which are listed in the account ... 15 Α. Yes . 16 887. Ο. ...we were looking at? 17 A. Yes. 18 888. Ο. Is there any information in those account 19 statements that's not contained in the ledger that we 20 discussed Volume -- Volume -- at Volume 1 of your 21 productions Tab 23? 22 A. I didn't hear the question, I'm sorry. Those 23 are basically all shared expenses despite of the account. 24 There are visas there are CIBC accounts, all kinds of 25 accounts here, but it's all shared expenses here. And,

Svetlana Danilova and Pavel Danilov April 9, 2014 222 1 896. Q. If it's not there do you undertake to produce 2 it? 3 A. Yeah. Sure. 4 897. Q. All right. Let's -- let's discuss your claim 5 of defamation? 6 A. Let's. 7 MS. DANILOVA: The defamation is ongoing in that 8 corner. 9 BY MR. 10 Q. Through counsel you served a response to 898. demand for particulars dated February 10th, 2014. In the 11 12 response you identified three pieces of correspondence as 13 containing defamatory comment ... MR. TIMOKHOV: In addition to this we have all 14 15 the particulars of defamation from yesterday 16 examination of your clients, Nikityuk. 17 BY MR. Q. ... I'm -- my question is, are there any other 18 899. 19 documents containing defamatory statements by my clients other than the three ... 20 21 A. I can provide the same... 22 900. Q. ...disclosed in response ... A. ...answer I provided to Mr. Krysiak that 23 24 there are a lot of documents I maybe don't have exact recollection -- recollection right now, but they all --25

Svetlana Danilova and Pavel Danilov April 9, 2014 223 _____ _____ 1 well, most of them are listed in the affidavits of Nikityuks and YMCA and, well, they're -- the most important 2 of them are listed in our Volume 6 for convenience purpose, 3 4 but there are more which are not listed or maybe not listed I have (inaudible), something like that. There may be 5 documents, but they don't add significance to the most б 7 important statements of the claim because pretty much those are repeated statements, but there may be other 8 9 organizations which are not already listed, maybe other 10 third parties which are not listed so far and ... 11 901. Q. ... but there's none that you know of for 12 sure? For sure -- for sure, no. 13 Α. 14 Q. Do you -- what is -- what harm have you 902. 15 suffered because of the defamatory statements -- alleged 16 defamatory statements of my clients? 17 A. Idon't have to explain the legal statements 18 (inaudible) writing, it's my reputation, but slander statements -- well, Ican give you an instance. 19 20 903. Q. I-- what Ineed to know is how have you been 21 harmed? Ican give you an instant. They told a lot 22 Α. of bad stuff about me, including criminal offences like 23 24 well, violence and all stuff let's say to Lika Severin, who 25 is their friend -- Lika Severin. And the husband to Lika _____

Svetlana Danilova and Pavel Danilov April 9, 2014 224 1 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. 2 And basically what happened is that -- that Alex Severin 3 doesn't talk to me anymore. So basically they just cut my 4 5 professional network like 80 percent. 904. Q. Do you know that he doesn't speak to you 6 7 because of the statements made by my clients? 8 A. Yes, of course. 9 905. Q. Or are you just speculating, how do you know? 10 It's -- well, the -- well, suppose I want to Α. 11 go to Rogers for some position and I would hire Alex 12 Severin as recruiter, he speaks Russian and well he knows 13 all Russian community in Rogers. 14 Q. Have you hired him as a recruiter? 906. A. Not yet, no, but I'm considering to go to 15 16 Rogers because ... 17 907. Q. You're considering going to Rogers? 18 Α. ... Rogers is hiring. 19 908. Q. Are you considering going to Rogers or are 20 you considering hiring this gentleman as a recruiter? 21 Α. I'm not considering now hiring him as a 22 recruiter, it would be stupid because he doesn't talk to 23 me. 24 909. Ο. Have -- have you applied for a job at Rogers? 25 I worked for Rogers before. Then our Α.

Svetlana Danilova and Pavel Danilov April 9, 2014 225 1 department was purchased by IBM, actually, and I -- I know 2 now that Rogers is hiring people back and I would consider 3 that option because . . . 4 Q. But you have not -- have you applied to 910. Rogers at this time? 5 6 A. ...not yet. 7 911. Ο. No. But I'm considering. 8 Α. 9 912. Q. Okay. 10 A. It's professional network. It's reputation. 11 If you communicate with 10 people, it's one thing you have 12 like certain chances to get hired. If you know 100 people 13 it's completely different story, right. 14 Q. But you -- you have not told me of one 913. 15 instance, yet, where you have experienced harm or 16 disadvantaged because of what has been said. You had 17 indicated that this one gentleman no longer speaks to you, 18 but you've told me that you don't know for certain why he 19 doesn't speak to you? 20 A. There is another gentleman I know for certain 21 why he doesn't speak to me. 22 914. Q. Who's this? 23 It's Konstantin Gushchenko, he also works in Α. Rogers and he has common friends with Alla and Valentin. 24 25 Those friends I know their names, those are Zina and Ivan. SIMCOE COURT REPORTING (BARRIE) INC.

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1 And they are mutual friend with Konstantin and Alla. And about a year ago actually went to a Rogers office in 2 3 Brampton and ask Konstantin to meet me for a coffee because 4 we were friends before, we went to barbecues, went for mushrooms hunting and fishing and this kind of stuff. And 5 on one of those getaways we actually took Nikityuks with 6 7 us. And they were communicating with Zina and Ivan. And they became kind of friends, best of my knowledge. And 8 9 when I talked to Konstantin Gushchenko in the cafeteria he mentioned that Alla, actually, is calling Zina and Ivan and 10 11 they are communicating and Zina and Ivan told bad things 12 about us and, well, after that Konstantin avoids me after that specific meeting. And I don't -- I cannot think of 13 14 any other reason why because we were friends before.

15 915. Q. Can you think of any other instances..

16 A. Yes.

17 916. Q. ...that you have suffered?

18 A. Yes, of course. Ontario Works doesn't talk19 to us because we are abusers.

20 917. Q. Ontario Works doesn't talk to you. Were you21 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

Svetlana Danilova and Pavel Danilov April 9, 2014 227 1 as sponsor I am responsible for that debt. And that debt will be charged to me eventually and when I tried to figure 2 out how much is that debt today, nobody tells me. I even 3 4 don't know how much I owe to the government because I marked as abuser in Ontario Works and in social housing and 5 in that disability stuff they applied for so, I even cannot 6 7 plan my finances. 8 918. Q. How do you know that you're labelled an 9 abuser by Ontario Works? 10 A. How do what? 11 919. Q. How do you know that Ontario Works won't talk 12 to you for this reason? A. Because we tried to talk to Ontario Works and 13 we've been told that this is abuse case and it's all 14 confidential now and we cannot tell you anything. 15 MS. DANILOVA: Ontario Works and Ontario 16 17 Disability Support Program do not communicate 18 with us on the ground that the ... MR. DANILOV: This is the abw; e case. 19 20 MS. DANILOVA: ...social assistance was obtained 21 through breakdown of the sponsorship agreement 22 and it -- the abuse case was reported and since 23 then they are not supposed to talk to the sponsor 24 and they cannot communicate with sponsor and 25 cannot communicate the amount of debt even the

Svetlana Danilova and Pavel Danilov April 9, 2014 228 _____ _____ 1 sponsor's facing. 2 MR. DANILOV: And actually it's all about 3 reputation in the community. It's a small 4 community where everybody knows everybody and if 5 -- if they tell all this stuff to 10 people next 6 day 100 people knows about that and the next day 7 after that it's all Barrie knows about that. 8 BY MR. 9 920. Q. So so far we have there's a loss of a 10 friendship, we have the ... 11 A. Cut of ... 12 921. ο. ...recruiter? 13 Α. ... cut of professional network . 14 922. Ο. And we have the ODSP, OW, won't speak to you, what else what other ... 15 16 MS. DANILOVA: The have break -- breakdown of 17 sponsorship agreement we cannot invite relatives 18 to visit us in Canada. MR. DANILOV: Yes. I want to invite ... 19 20 MS. DANILOVA: We cannot ... 21 MR. DANILOV: ...my sister, but immigration 22 doesn't allow me to now because the sponsorship 23 agreement marked as broken despite that it's not 24 me who broke it. And -- well, there is 25 Svetlana's biological father in Russia who is

	Svetlana Danilova and Pavel Danilov April 9, 2014 229					
1		interested to come and visit, actually. And				
2		there is my sister and there are other relatives,				
3		but we are not allowed to invite them.				
4	BY MR.					
5	923.	Q. Okay. Is there anything else?				
6		MS. DANILOVA:a liable statement do not need				
7	to prove damages.					
8		MR. DANILOV: Yeah. They in writing				
9		MS. DANILOVA: Liable it was in writing, it				
10		was (inaudible) false statement communicated				
11		through different communication sources of				
12		communication and they do not required to prove				
13		damages.				
14		MR. BORNMAN: Yeah. No, I'm I'm aware of the				
15		law of defamation.				
16		MR. DANILOV: Yeah. And (inaudible).				
17		MS. DANILOVA: (Inaudible) you asking us.				
18		MR. BORNMAN: But I I'm I want to know				
19		how				
20		MR. DANILOV: There there was				
21		MR. BORNMAN:you've said that you've been				
22		harmed, I want to know why				
23		MR. DANILOV:there is				
24		MR. BORNMAN:how you've been harmed?				
25		MS. DANILOVA: False statements were				

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1 communicating...

2 MR. DANILOV: ...there...

3 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.

9 BY MR. BORNMAN:

10 924. Q. So we know -- we've heard about some

11 potential damage and what you are alleging is actual

12 damage, is there anymore actual damage that you know of at 13 this time?

MS. DANILOVA: Our neighbours do not talk to usbecause the police . . .

16 MR. DANILOV: They think that we some kind of ex-17 cons, or whatever, because police was standing by 18 our house for a few hours, they witness, they 19 don't talk to us.

20 BY MR. BORNMAN:

21 925. 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

Svetlana Danilova and Pavel Danilov April 9, 2014 231 _____ neighbour actually asked us on -- well, some kind 1 2 of barbecue at some point, 'Why you kicked out 3 your parents' 4 BY MR. O. Was it at the neighbour's barbecue? 5 926. б Α. Yes. 7 927. Q. And they invited you? MS. DANILOVA: Yes. 8 MR. DANILOV: Yes. 9 10 MS. DANILOVA: From the hall, but they ask us. 11 BY MR. 12 928. Q. And when was the last time that you talked was it Konstence you see -- Konstence is the friend? 13 14 Α. Konstantin Gushchenko you mean? 15 929. Q. Yes. This is the friend who you went mushroom picking with? 16 17 A. Yes. 18 930. Q. And since you had that conversation with him, 19 have you seen him again? 20 No, it was last time and it was some what in Α. 21 2012 summer in Brampton office of Rogers. 22 931. Q. Okay. Any other harm that you have 23 experienced because of the alleged slander and libel? 24 MS. DANILOVA: We cannot plan of our finances. 25 We -- we are like mailed by CPL certificate on

Svetlana Danilova and Pavel Danilov April 9, 2014 232 ______ 1 our house because it was nothing but 2 blackmailing. MR. DANILOV: Yeah, it was completely groundless 3 4 and, well... 5 BY MR. б 932. Okay. Ο. 7 ... now we having trouble with that ... Α. 8 933. Ο. Okay. 9 Α. ... basically, well. So with respect to the allegations of the 10 934. Ο. defamation that you have pled, what other damage has it 11 caused you... 12 13 Oh, I -- I believe I provided ... Α. 14 935. Ο. ...what -- what... 15 ... the list of damages and cost today, did Α. 16 you see that stuff? 17 936. Q. ... I did -- I did see that. I'm wanting to know what the harm -- is there anything other than what 18 you've told me and Mr. Krysiak earlier today that is harm 19 20 you suffered . . . 21 A. Yes, it's... 22 937. Q. ... because of the alleged slander and libel? ... it's -- it's a lot of emotional stuff, 23 Α. actually, because -- well, I didn't do anything -- anything 24 25 bad to Nikityuks in my entire life and how they paid me SIMCOE COURT REPORTING (BARRIE) INC. 134 Collier Street, Barrie, Ontario L4M 1H4

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Svetlana Danilova and Pavel Danilov April 9, 2014 233 ______ 1 back, well. Emotional damage? Ο. 2 938. 3 Α. Yes. 4 939. Ο. It's in... 5 MS. DANILOVA: You... 6 BY MR. 7 Q. ...and is there any... 940. 8 Α. It's even... . . .medical? 9 941. Q. ... it's even for me emotional damage. For my 10 Α. 11 wife I cannot imagine. MS. DANILOVA: ...it's emotional trouble. It's 12 no -- no, no nothing medical. 13 14 MR. DANILOV: No, they didn't do to any doctors, we -- we don't have this kind of (inaudible). 15 16 MS. DANILOVA: As Nikityuks admitted yesterday, they communicated those false statement including 17 accusing me in criminal offence throughout the 18 19 Russian speaking community in Barrie and as they admitted yesterday, all Russian community of 20 course on their side and nobody speaks to me. 21 22 MR. DANILOV: And same with relatives in Russia, actually, because -- well, there is this cousin 23 Svetlana and her mother and all relatives around 24 that they all -- well, heard all this stupid 25

Svetlana Danilova and Pavel Danilov April 9, 2014 234 _____ ______ stuff from Nikityuks. 1 BY MR. BORNMAN: 2 942. Q. And do they -- do they act differently now? 3 4 MS. DANILOVA: Yes. 5 MR. BORNMAN: And what has ... 6 MS. DANILOVA: They do not talk to me at all. 7 MR. BORNMAN: they don't talk to you anymore. MS. DANILOVA: They do not talk to me. 8 9 BY MR. BORNMAN: Q. Any -- any other harm caused by the slander 10 943. and libel? 11 12 We can take it as undertaking. Α. 13 944. Q. Can -- can you think of any other harms that 14 you 've suffered at this time? Well, I would say... 15 Α. 16 Q. I -- we recognize that some of this is 945. 17 potential... ...it's listed but not limited to because I 18 Α. might, you know, recall something in five minutes. 19 MS. DANILOVA: Their defamation is ongoing. 20 21 MR. DANILOV: Yes. They keep... 22 MS. DANILOVA: What -- it's -- they -- they... MR. DANILOV: ... they keep saying all this stuff. 23 MS. DANILOVA: ... they just doing this right now. 24 MR. BORNMAN: 25 ...okay.

Svetlana Danilova and Pavel Danilov April 9, 2014 235 MR. DANILOV: And sometimes they do it under 1 2 their oath. MS. DANILOVA: We understand Russian and we 3 4 understand what they are communicating to the 5 interpreter. 6 BY MR. 7 946. Ο. Okay. 8 A. And when we are looking for a lawyer, for example, and you remember how long that took, right, 9 because we were talking like -- well, we are hiring a 10 11 lawyer and all this stuff. We couldn't find any lawyer in Barrie because they all knew about us. 12 947. O. Well it looks like you found Mr. Timokhov 13 14 right away? 15 A. Yeah, but he is from Toronto. MS. DANILOVA: And is from Toronto. 16 17 MR. DANILOV: They didn't come to Toronto yet. 18 BY MR. 19 948. Q. All right. I want to turn to Tab 21 of 20 Volume 4? Volume 4, tab what, I'm sorry. 21 Α. 22 949. Q. It's Tab 21 of Volume 4. Again we are looking at the letter marked, without prejudice, but 23 24 included in your affidavit of documents dated March 15th, 25 2013?

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1		A. Yes.
2	950.	Q. And on the second page it says,
3		***"Based on set above starting April the 1st,
4		2013 I consider myself free from any obligations
5		loaded on me by the contract, more specifically,
6		10 percent of annual interest on the remaining
7		principal and/or life term" "lifetime term of
8		contract and will pay your client interest on my
9		discretion, which I can only afford without
10		absorbing significant investment risks which at
11		the same time would keep your clients not
12		eligible for social assistance."
13		A. Yes.
14	951.	Q. Is that your position today?
15		A. Ah, we reconsidered this position. Actually,
16	because y	ou you never responded back, see, it says in my
17	affidavit	, ***"Ignored by EB."
18		MS. DANILOVA: Mm-hmm.
19		MR. DANILOV: So you didn't respond that to that
20		email.
21		MR. TIMOKHOV: Just for the record, we we
22		reserve the right to make to exclude this
23		evidence based on settlement privilege. I just
24		need to research that, but now just you can cross
25		examine it

Svetlana Danilova and Pavel Danilov April 9, 2014 237 _____ 1 MR. BORNMAN: Yes. 2 MR. TIMOKHOV: ...but we... 3 MR. BORNMAN: Proceeding on the basis ... 4 MR. TIMOKHOV: ...we may exclude it during the 5 trial. 6 MR. BORNMAN: ... proceeding on the basis that the 7 privilege has been waived, is this your 8 position... 9 MR. TIMOKHOV: They were un -- unrepresented ... MR. BORNMAN: 10 ... or is this not your position? MR. TIMOKHOV: ...at the point so just, you know, 11 just like have to think about it. 12 13 MR. BORNMAN: They were unrepresented when they -14 - this is in the affidavit of ... MR. TIMOKHOV: Or under... 15 16 MR. BORNMAN: ...documents for the 17 MR. TIMOKHOV: ...or under-represented. MR. DANILOV: Well I can answer your question, 18 it's not a problem. See, as you didn't respond 19 to this email so consider it withdrawn because it 20 21 was actually the beginning of negotiation. You 22 didn't want to negotiate so all -- all this email it's actually -- well, I I wasn't sure even 23 24 that you received it, so. that 25 BY MR. BORNMAN:

Svetlana Danilova and Pavel Danilov April 9, 2014 238 952. 1 Q. So this is a negotiating position? 2 Yes. Α. 3 953. Q. Okay. Are you... 4 Α. Again, I was just trying to make a point to 5 Nikityuks because at some point they -- they must start 6 thinking. 7 MR. TIMOKHOV: And before my client testified 8 that he -- that they are willing to honour the 9 obligation to continue with support, that is 10 was an answer to the question to you before. 11 BY MR. BORNMAN: Q. ...well that feeds nicely into my next 12 954. question. What obligations, if any, do you believe you 13 have under the agreement today? 14 A. Oh, I never rejected to support them. And am 15 16 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 17 the minimum because I have no idea well now I have, but 18 19 I didn't have before the examinations idea how much they 20 received from social assistance and all this stuff. And I 21 know that all that -- every -- every penny they actually 22 receive from the government will be charged back to me. I'm not going to pay twice for the same. I simply have to 23 24 know how much I owe to the government and, well, when I am sure that they are claim all income they receive from me, 25

Svetlana Danilova and Pavel Danilov April 9, 2014 239 ______ don't conceal it anymore, they will receive decent income, 1 2 but every what I pay them they hide. And what happens next 3 they go to social assistance, they receive it and everything they received will be charge back to me. I 4 5 cannot afford that. 6 955. Q. How much support do you owe the Nikityuks? 7 I'm not sure I understand your question, what Α. -- what is like in total or months, or? 8 9 956. Q. Month to month. We can negotiate that. I'm not ready for 10 Α. 11 this negotiations at the point because you -- it depends mostly on CPL and on the resolution of that. 12 13 957. Q. So... Because, see, if Valentin Nikityuks --14 Α. Valentin Nikityuks spend \$150,000 on the house I own, it 15 basically leaves him with almost nothing. And 10 percent 16 17 from nothing is nothing. 18 958. Q. ... so is it fair to say that the amount you 19 are obliged to pay as support is open to negotiation at 20 this point? 21 Α. Yes. It's open to negotiations and in that negotiations item number one is CPL and resolution, because 22 this is my house and they hijacked it -- or trying to do 23 24 and until that thing is resolved, I will be paying them minimum because I don't know how much left there. 25

Svetlana Danilova and Pavel Danilov April 9, 2014 240 1 MR. BORNMAN: Could we go off record quickly? (Off Record) 2 3 BY MR. 4 959. I want to talk about powers of attorneys? Ο. 5 Α. Yes. Q. How many powers of attorney did you have for б 960. excuse me, how many powers of attorney did you 7 Pavel 8 have for Alla and Valentin Nikityuk? 9 A. Two, one for Alla and one for (inaudible). 10 961. Q. You had powers of attorney for both at the TD 11 bank? 12 A. At TD bank, yes, they actually created their own power of attorney, but it was created based on the 13 general power of attorney we had. We brought that general 14 15 power of attorney to TD bank and they said that they need their own. 16 17 962. Q. Are there any more account specific powers of attorney other than the TD account? 18 19 A. Not at this point ... MS. DANILOVA: As a matter of fact there was with 20 Service Canada, I registered general power of 21 22 attorney with Service Canada and with Canada 23 Revenue Agency. 24 BY MR. 0. Any other ones? 25 963.

Svetlana Danilova and Pavel Danilov April 9, 2014 241 A. ... Svetlana knows better. 1 2 MS. DANILOVA: Yeah, because I was appointed as 3 their power of attorney. 4 MR. DANILOV: I even didn't know that. 5 EXAMINATION OF SVETLANA BY MR. 6 7 964. Are there any other powers of attorney? ο. 8 Α. No. 9 965. Q. Okay. And why did you set up powers of attorney? 10 11 Α. Why? 12 966. Why. What was the purpose of you having a Q. 13 power of attorney? 14 Because they said that they're so sick going Α. to appointment with me and I can do everything on their 15 16 behalf they -- and that was the purpose. 17 967. Q. Whose idea was it, their idea or your idea? 18 A. Mutual idea. MR. DANILOV: I would say that it's common sense 19 20 because they don't speak English. The don't have 21 an opportunity to communicate with parties and 22 how else we are supposed to deal with it. 23 BY MR. 24 968. In your defence to counter claim on paragraph Q. 24, which is on page 29, you explain why you had a power of 25 = = = = = = = = = = ______ SIMCOE COURT REPORTING (BARRIE) INC.

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Svetlana Danilova and Pavel Danilov April 9, 2014 242 attorney with respect to banking, do you agree -- is the 1 2 information pleaded in paragraph 24 accurate? A. Twenty-four? 3 969. Q. Yes. 4 5 MR. DANILOV: Yes, it's accurate. EXAMINATION OF PAVEL DANILOV б 7 BY MR. BORNMAN: 8 970. Q. Did the Nikityuks know that you had these powers of attorney? 9 10 Of course they did. Α. 11 971. Q. Paragraph 25 of your defence to counter 12 claim... Α. Mm-hmm. 13 ... you mention immigration consultant Rika 14 972. Ο. 15 Karasava(phonetic)? 16 A. Karasova(phonetic), yes. 17 973. Q. Is your intention to call her for a witness if this matter proceeds to trial? 18 A. We have her affidavit. 19 20 MR. TIMOKHOV: Ah, yes. MS. DANILOVA: We have her affidavit. 21 BY MR. BORNMAN: 22 23 974. Q. At the -- the final sentence of paragraph 25 24 indicates that your presence was not even required during 25 the procedure -- this procedure being execution of the SIMCOE COURT REPORTING (BARRIE) INC. 134 Collier Street, Barrie, Ontario L4M 1H4 Bus: (705) 734-2070; Fax: (705) 734-2328

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Svetlana Danilova and Pavel Danilov April 9, 2014 243 power of attorney, were you present when the ... 1 2 Α. Yes. ...power of attorneys were executed? 3 975. Q. 4 Α. Yes. Yes we all four were together over 5 there, but it turns out we were not required over there because everything was explained in Russian directly to 6 7 Nikityuks. 8 976. Ο. And who explained it to them in Russian? 9 Α. Rika (inaudible). 10 977. Ο. And do you admit that all your powers of 11 attorney were revoked no later than October 24th, 2011? 12 MS. DANILOVA: Yes, we do. BY MR. 13 14 978. Q. Now on page 49... 15 MS. DANILOVA: What day did you mention? MR. BORNMAN: ... the date was October 24th, 2011, 16 which was the day you were served with the powers 17 of attorney by ... 18 19 MR. DANILOV: It was October 24. MR. BORNMAN: October 24... 20 MR. DANILOV: Yes. 21 22 MR. BORNMAN: ...2011. 23 BY MR. 24 979. On page 49, paragraph -- and this is a long Q. 25 paragraph 44 that begins on the page before, you indicate SIMCOE COURT REPORTING (BARRIE) INC. 134 Collier Street, Barrie, Ontario L4M 1H4 Bus: (705) 734-2070; Fax: (705) 734-2328

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Svetlana Danilova and Pavel Danilov April 9, 2014 244 THAT YOU had caused the transfer of certain funds from a TD 2 Waterhouse account...

3 A. Yes.

4 980. Q. ... on October 20th?

5 A. Yes.

6 981. Q. But that it had taken three business days or
7 more to process causing the actual transfer to occur on
8 October 25th and 27th?

9 A. Yes, you actually can see that in the statement attached to Valentin's affidavit that some assets 10 were sold at that specific date, October 20th, and the 11 price is of October 20th. So the transaction was initiated 12 on October 20th. And it's normal to process the buy or 13 14 sell transaction in three days and de-registration of the funds in five. So both transactions were initiated on 15 16 October 20th, but ended later than October 24. 17 982. Q. Did you advise TD Waterhouse on October 25th that the power of attorney had been revoked? 18 No, Nikityuks did that our -- themselves. 19 Α.

20 MS. DANILOVA: It was not even our duty to advise 21 TD. If you have a look into TD...

22 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

Svetlana Danilova and Pavel Danilov April 9, 2014 245 have a look at the power of attorney of TD. 1 2 MR. DANILOV: ...and actually we never used those 3 accounts after that at all because they closed 4 it. 5 BY MR. Q. Are any of the other power of attorneys that б 983. were in effect requiring specific notice to revoke the TD 7 8 power of attorney required specific notice to the bank, were any of the other powers of attorney... 9 10 A. Not that we are aware of -- not I am aware 11 of. 12 984. Q. ... not that you're aware of. Do you have copies of those powers of attorney? 13 14 Which ones? Α. 15 985. The power of attorney for the CRA, power of Q. 16 attorney for Service Canada? MS. DANILOVA: I just went to the Service Canada 17 as I was told that general power of attorney was 18 19 registered with Service Canada. That's how it 20 worked in that situation. With CRA I was already 21 authorized on the account. 22 BY MR. Q. Is the general power of attorney still 23 986. registered with Service Canada? 24 25 A. You don't know.

Svetlana Danilova and Pavel Danilov April 9, 2014 246 MS. DANILOVA: I don't know. 1 2 MR. DANILOV: Ask Yana. She is the gal. 3 BY MR. Q. Is your power of attorney with Canada Revenue 4 987. B Agency still? 6 MS. DANILOVA: No, they unauthorized me. They 7 removed my authorization. Yana did this 8 authorization. 9 BY MR. 10 988. Q. Shortly after the Nikityuks left the house, you sent a cheque to the YMCA, isn't that right? 11 12 A. Yes. 13 Q. What was that cheque? 989. It was support funds for half of October and 14 Α. 15 November. We could afford at the moment keeping in mind the fact that they left the house and, well, everything 16 changed after that. 17 18 990. Q. Then Nikityuks state that they cashed that cheque, but that the cheque was dishonoured. 19 20 A. Exactly. They kept this cheque for a month, 21 tried to check it in on December 5th -- on December the 5th. And the reason for that was as they state in some of 22 23 their letter that at that specific moment they were not in 24 the position to cash that cheque. And basically what that ') cmeans, 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.

9 991. Q. How did you know they were going to be paid10 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 18 myself at the Bayfield Street there is a same 19 20 office, Welfare and social housing it's the same 21 I came to the reception with the room. 22 sponsorship agreement asking -- just providing 23 information that I am a sponsor of the Nikityuks 24 who -- who I was suppose received social 25 assistance. It was my understanding at that

Svetlana Danilova and Pavel Danilov April 9, 2014 248 _______ point that they received social assistance. Some 2 -- the supervisor was called to talk to me. Ι 3 showed her sponsorship agreement. She made a 4 copy of sponsorship agreement and she provided me 5 with the information that Nikityuks already 6 received social assistance in the amount of ... 7 MR. DANILOV: 1644. 8 MS. DANILOVA: 1644. MR. BORNMAN: Did she tell you that? 9 MS. DANILOVA: Yes, she did -- she did. 10 MR. BORNMAN: Okay. 11 12 MS. DANILOVA: And I will be responsible for this amount to pay back to Welfare. 13 14 MR. BORNMAN: And did you cancel the cheque before or after? 15 MS. DANILOVA: This -- after that after I got the 16 17 information that I will be responsible to pay 18 back approximately the same amount and Nikityuk 19 already received the amount of support for the 20 same period of time I cancelled the cheque immediately. Not to pay twice. 21 MR. DANILOV: And we actually paid that debt to 22 23 Ontario Works. 24 MS. DANILOVA: We paid back this amount. 25 MR. DANILOV: By their request, yes.

Svetlana Danilova and Pavel Danilov April 9, 2014 251 There is some notes from Ulia (inaudible) 1 2 accusing me in some ... 3 MR. DANILOV: And that statement is in Nikityuks 4 affidavit. 5 BY MR. Q. Have you been provided with any statements in 6 994. 7 writing from any of these individuals in the Russian community who heard about the things that Alla and Valentin 8 alleging were saying about you? 9 10 A. Only verbal statements at this point. 11 Q. Only verbal statements? 995. ') But we can ask them to do the writing. Α. 13 996. Would you be willing to provide statements as Q. to their understanding of what they heard? 14 15 Α. We'll discuss that with out counsel. 16 MS. DANILOVA: Ah, Nikityuks admitted yesterday -17 - admitted their names of person whom they 18 communicated full statement. It's in their 19 admission, an exact statement they indicated to 20 Russian community, they admitted. 21 BY MR. 22 997. Q. What's the fiduciary duty that the Nikityuks 23 owed you? 24 MR. TIMOKHOV: Can you please explain what 25 fiduciary duty is? ______

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Svetlana Danilova and Pavel Danilov April 9, 2014 252 _____ L <u>by</u> IVJK. bUKI'JIV!AI.J 2 998. Q. What duty -- what responsibility were the 3 Nikityuks exercising on your behalf that the breached? 4 A. A lot of, actually. They breached the 5 sponsorship agreement for -- for a start. 999. Q. Anything else? б A. They breached the loan agreement, they 7 8 breached a lot of verbal agreements we made during 2008, (inaudible) 9 10 1000. Q. Did the Nikityuks exercise any authority or responsibility over your property or with respect to 11 12 your affairs? 13 Α. I'm not sure I understand your question. Q. Did they make decisions on your behalf? 14 1001. 15 Α. No. Q. Did they have any of your money that they 16 1002. 17 administered? 18 A. No. MR. TIMOKHOV: While in Canada or while in 19 Russia? 20 MR. DANILOV: Yes. 21 MR. BORNMAN: Ever? 22 23 MS. DANILOVA: Ever. Ever. 24 MR. BORNMAN: Well there's a power of attorney in 25 Russia, you say?

Svetlana Danilova and Pavel Danilov April 9, 2014 253 M3. DANILOVA: You mean ever, we meant in Canada. L 2 BY MR. 1003. Q. So I'll take your answer to be with respect 3 4 to Canada? 5 A. Yes. 6 MS. DANILOVA: Mm-hmm. Mm-hmm. Mm-hmm. 7 BY MR. 8 1004. Q. Are you alleging that the Nikityuks used some 9 power improperly in Russia? 10 A. Yes. 11 1005. Q. What power or authority did they exercise improperly in Russia? 12 13 A. Well, it looks like they kicked off our -- my wife, Svetlana, and our daughter, Anastassia, from the 14 title of the property -- from the apartment they sold in 1,-7 16 Russia. At least it looks that way now, we didn't know 17 that. 18 MS. DANILOVA: Because I -- I ex -- when I left 19 Russia in 1996 and we moved to (inaudible) I gave my mother the power of attorney and I was 20 expected her to register the ownership, not only 21 22 for them, but also for myself and for my 23 daughter. 24 EXAMINATION OF SVETLANA 25 BY MR.

Svetlana Danilova and Pavel Danilov April 9, 2014 254 _____ Do you holve ol copy of that Russian power of L 2 attorney? 3 A. Unfortunately, no. 4 MR. DANILOV: No. 5 MS. DANILOVA: And I just my . . . 6 MR. DANILOV: Try to look at that, maybe we 7 (inaudible) BY MR. 8 Q. If -- if you... 9 1007. 10 A. ... no, how can -- I just gave power of 11 attorney to my mom, I didn't have a copy. 12 1008. Q. If you get a copy of that power of attorney 13 do you undertake to produce it? 14 A. No, I don't think so I have a copy, I do not. 1!::> 1009. Q. But if you do find a copy, you will give 16 me. 17 MR. DANILOV: Yeah, if we find, yes, sure. MR. BORNMAN: ... okay, so, it's undertaking 18 MR. DANILOV: But it's like that. 19 UNDERTAKING NO. To provide copy of Russian 20 21 power of attorney if located. 22 MS. DANILOVA: So, I would expect myself and my 23 daughter to be reg -- registered in that 24 agreement -- agent agreement as an ownership 21_{7} owners of their property. Instead I was listed -

Svetlana Danilova and Pavel Danilov April 9, 2014 255 - **I** was listed and I still listed as having a L 2 right for being an owner and my share was 3 indicated there, but my share in the property was 4 probably indicated as half. BY MR. BORNMAN: 6 1010. Q. When did you give the power of attorney to 7 your mother? 8 A. 1996. 9 MR. DANILOV: In August when we left to 10 (inaudible) 11 BY MR. 12 1011. Q. Did you ever revoke the power of attorney? 13 Α. No. 14 1012. Q. And what was the purpose of the power of attorney? 16 A. To deal with -- it was general power of 17 attorney for property. Q. The Nikityuks -- did you ever voluntarily 18 1013. 19 unregister from the apartment in Russia? 20 I unregistered from the apartment in Russia Α. 21 in 2008, I believe, before the apartment was sold. 22 1014. Q. And were you registered at all times, to the 23 best of your knowledge, before that time? 24 A. Yes. Yes, why would I -- wouldn't I. Yes. 25 1015. Q. You were never -- you never unregistered so

Svetlana Danilova and Pavel Danilov April 9, 2014 256 that you could apply for a different house? 2 A. No. What do you mean apply for the different 3 house? 4 1016. Q. You lived with your husband, Pavel Danilov, in Russia? 6 A. At some point. MR. DANILOV: Yeah, living. 7 8 MS. DANILOVA: At some point. 9 BY MR. 10 1017. Q. And were you able to live with Pavel Danilov, but remain registered at the other house? 11 12 A. Sure. Why not? MR. DANILOV: Sure. It's completely different 13 14 things. 15 MS. DANILOVA: It's different things. 16 BY MR. BORNMAN: 17 1018. Q. All right. Subject to undertakings and refusals, those are my questions. 18 * 19 20 21 22 23 24 2:i SIMCOE COURT REPORTING (BARRIE) INC.

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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 11CA SIMCOE/MUSKOKA NEWCOMER SERVICES

Defendants

Examination for Discovery of:

PAVEL DANILOV

Taken on: April 9, 2014

SIMCOE COURT REPORTING (BARRIE) INC. Barrie, Ontario